

**February 22, 2007**  
**ORIGINAL FOR EXECUTION**

**AGREEMENT**

**Between**

**BAY COUNTY**

**and**

**THE BAY COUNTY ASSOCIATION OF  
MANAGERS, PROFESSIONALS AND SUPERVISORS  
(B.C.A.M.P.S.)**

**JANUARY 1, 2006 - DECEMBER 31, 2008**

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**AGREEMENT**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, between the County of Bay, a Municipal Corporation of the State of Michigan, (hereinafter referred to as the "County,") and the Bay County Association of Managers, Professionals and Supervisors, a non-profit labor organization, (hereinafter referred to as the "Association.")

WITNESSETH: That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:

**PREAMBLE - PURPOSE**

The purpose of the Working Agreement between the County and the Association is to promote and ensure a spirit of mutual confidence, cooperation, economy and efficiency of operation; to set forth the general policy of the County on personnel and procedures; and to establish rates of pay and conditions of work; as defined in this Agreement.

**ARTICLE 1**  
**RECOGNITION**

**1.0 RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Act 336 of the Michigan Public Acts of 1947, as amended, the County hereby recognizes the Association as the sole and exclusive representatives for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees within the following units:

**1.01 CATEGORY (A)**

All regular full and part-time supervisory, managerial, professional and administrative employees: (a) as certified on July 28, 1981, by the Michigan Employment Relations Commission, Case No. R81D-171-R81-F241.

**1.02 CATEGORY (B)**

All regular full and part-time non-supervisory, managerial, and professional employees: (a) as certified on July 28, 1981, by the Michigan Employment Relations Commission, Case No. R81D-171-R81-F241.

**1.03 NEW POSITIONS**

New positions established by the County which fall into Category (A) or (B) as listed above shall become unit positions.

**1.1 NON-DISCRIMINATION**

No employee shall be discriminated against in any manner because of race, creed, color, sex, national origin, age, organizational activity, political affiliation, handicap or religious belief, as required by law.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

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**2.0 MANAGEMENT RIGHTS**

Except as expressly abridged by any provision of this Agreement, the County reserves and retains all of its normal and inherent rights with respect to management of its affairs in all respects in accordance with its responsibilities, whether exercised or not, including but not limited to its rights to determine and from time to time to redetermine the number, location and type of work forces, facilities, operations, and the methods processed and equipment to be employed; the scope of services to be performed, the method of service and the schedule of work time; to contract and subcontract existing and future work, to discontinue conduct of its mission or operations in whole or in part; to determine whether and to what extent the work required in its operations shall be performed by employees covered by this Agreement; to transfer its work from or to, either in whole or in part, to any number, types and grades of positions or employees assigned to any organization or unit, department or project; to establish and change work schedules, assignments and facility locations, to hire, transfer, promote and demote employees; to lay off, terminate or otherwise relieve employees from duty; to suspend, discharge or discipline non-probationary employees for cause, to use supervisors or other County employees to perform work of the kind performed by employees of the unit; and otherwise to take such measures as management may determine to be necessary for the orderly, efficient and economical operation of the County. The Employer will not layoff employees in the bargaining unit and then have the laid off employees work performed by non-bargaining unit County employees or non-bargaining unit County supervisors.

**2.1 SUSPENSION OF AGREEMENT**

If, in the sole discretion of the Chairman of the Board of Commissioners, or the County Executive or his/her designee, or in their absence, the Official so designated by law to act in their absence, it is determined that civil emergency conditions exist including but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

**ARTICLE 3**  
**ASSOCIATION SECURITY**

**3.0 NON-INTERFERENCE**

The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining.

**3.1 MEMBERSHIP IN THE ASSOCIATION**

Membership in the Association is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Association, as they see fit. Neither party shall interfere, restrain, coerce, or discriminate against any employee in regard to the exercise of freedom of choice in such matters.

**3.2 ASSOCIATION DUES AND REPRESENTATION FEES**

The Employer agrees to deduct Association dues or Association representation fees from employees' paychecks to become effective the first payday of the month, following the employee's successful completion of thirty (30) days of employment. The Association dues or representation fees shall be sent to the Association's designated officer.

The Employer also agrees to deduct from an employee's paycheck the initiation fee of the Association, for those employees joining the Association, which is payable only once when a new hire completes sixty (60) days of employment.

The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who becomes an Association member, the Association's dues and initiation fee, subject to all of the following conditions:

- A) The Association shall obtain from each of its members a completed and signed authorization form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) thereof.
- B) All checkoff authorization forms shall be filed with the Personnel Office, who may return any incomplete or incorrectly completed form to the Association's designated financial officer, and no checkoff shall be made until such deficiency is corrected.
- C) All employees covered under this Agreement who do not voluntarily choose membership in the Association shall have deducted from their wages a representation fee, after receipt by the Employer of a signed authorization card conforming to state and federal laws, and which sum shall accurately represent the amount for that employee due the Association as their fair share of costs attributable to negotiating the terms of this Agreement and servicing the contract.



- D) 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 Association.
- E) The Employer's remittance shall be deemed correct if the Association does not give written notice to the Personnel Office within two (2) calendar weeks after remittance is transmitted of its belief, with reason(s) stated therefor, that the remittance is incorrect.
- F) The Association shall provide at least thirty (30) days' written notice to the Personnel Office of the amount of Association 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 Office at least thirty (30) days prior to its implementation.

### **3.3 AGENCY SHOP**

The Association shall notify an employee who has not paid his/her dues or representation fee by certified mail, with a copy to the Employer. If that employee does not pay the dues or representation fee within thirty (30) days after that notice is received, the Association shall notify the Employer by certified mail of this omission. Fifteen (15) days after receipt of notification by the Employer, the Employer shall terminate that employee.

### **3.4 HOLD HARMLESS AND INDEMNIFICATION**

The Association 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 Association dues, representation fees and/or initiation fee, or in reliance upon any list, notice, certification or authorization furnished under this Article or the termination of an employee as provided hereunder. The Association assumes full responsibility for the disposition of the deductions so made once they have been sent to the Association.

### **3.5 NO STRIKE CLAUSE**

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

**ARTICLE 4**  
**BARGAINING COMMITTEE**

**4.0 COMPOSITION**

The Bargaining Committee of the Association shall include not more than three (3) unit members. The Bargaining Committee may also include not more than two (2) non-employee representatives of the Association. The Association shall submit to the County, in writing, the names and addresses of its employees and non-employee representatives on the Bargaining Committee prior to negotiations, and in the event of a change during negotiations, notice of such change will be given prior to the next meeting.

**4.1 ASSOCIATION/COUNTY TIME**

Bargaining/Grievance Committee members shall be paid their regular compensation while on Association business, dealing directly with county officials concerning grievance handling or contract negotiations, provided the Committee member obtains approval from his/her supervisor prior to grievance handling or contract negotiations.

**ARTICLE 5**  
**HOURS OF WORK**

**5.0 WORK WEEK**

The parties hereto agree that a normal work week shall consist of forty (40) hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., including a one (1) hour unpaid lunch period plus a fifteen (15) minute break period during mid-morning and afternoon. Since the members of this unit are, for the purposes of this contract, managerial, supervisory or professional employees, necessary overtime shall be worked at no additional pay. Should an employee work more than forty-four (44) hours in a week, he/she shall be paid for time worked over the forty-four (44) hours on an hour-for-hour basis or accumulated as comp time on an hour-for-hour basis, if mutually agreed to and to be taken at a mutually agreed time, within twelve (12) months. Overtime pay for time worked over forty (40) hours in a work week is determined by this Agreement or by applicable law, with applicable law superceding this Agreement.

**5.1 ON-CALL POSITIONS**

The parties agree that certain unit members are on-call during a twenty-four (24) hour period due to their particular responsibility. Should emergency calls require that an individual be required to report to a County facility, all hours shall provide an equal amount of compensation time in full hour increments, following the approval of the immediate supervisor. These hours shall be taken within twelve (12) months of the occurrence.

Effective, January 1, 2004, when the Employer orders an employee, who is non-exempt (i.e., hourly), to be on-call for period(s) of time of one week (Monday through Sunday), which applies only to employees who are on-call to work in 24 hour, seven day per week facility, that employee shall be paid four hours of straight time for being on call. Additionally, the employee shall be given pay at time and one-half for all hours worked, i.e., for time actually spent at the facility while on call, or given two hours of compensatory time at straight-time, whichever is greater. Taking compensatory time in lieu of pay requires mutual consent of the employee and supervisor. Compensatory time must be taken within 12 months of the occurrence at a time mutually acceptable to the Employer and the employee. The employee must physically report to work within one hour of being called in and must carry a beeper or be available by telephone, provided by the Employer, while on call. Failure to comply within the one hour requirement shall result in forfeiture of the four hours of pay and subject the employee to possible disciplinary action.

### **5.2 SHORT WEEK**

The above work week as described shall, however, not guarantee a full forty (40) hour work week for each unit member.

### **5.3 FLEX TIME**

If agreeable with the employee and the County, flexible scheduling may be implemented to allow employees to work a schedule other than the daily 8:00 a.m. - 5:00 p.m. assignment. This shall include the adjustment of schedules based upon seasonal work.

### **5.4 RECORDED WORK TIME**

Management shall determine the method of recording employee work time. Any method adopted shall apply equally to all unit members.

## **ARTICLE 6** **DISCIPLINARY RECORDS**

### **6.0 DISCIPLINARY RECORDS**

Disciplinary action may be taken against a non-probationary employee for just cause. Records of all disciplinary actions shall be maintained as follows:

#### **6.01**

Prior to imposing disciplinary action on a non-probationary employee, he/she shall be entitled to have their Association Representative present.

## 6.02 WRITTEN REPRIMANDS

Written reprimands or other disciplinary action shall describe the behavior which caused the disciplinary action, shall give direct and explicit orders for the future, if any. After a period of two (2) years from the last date of filing for a written reprimand, all such records shall not be used in any subsequent disciplinary action. For any other disciplinary action, a three (3) year limit shall apply.

### 6.1 RECORD PLACEMENT

\_\_\_\_\_ A copy of a written reprimand record which is placed in an employee's file shall be given to the employee at the time such record is made.

### 6.2 RECORD REVIEW

\_\_\_\_\_ Employees shall have the right to review their personnel files in the presence of an administrator as outlined under the law (MCLA 423.501-512) and to make copies of all non-confidential documents contained therein at reasonable times and their own expense.

## **ARTICLE 7** **EMPLOYEE CATEGORY**

### 7.0 EMPLOYEE CATEGORY

- A) Full-time: An employee who is employed thirty (30) or more hours per week.
- B) Part-time: An employee who is employed less than thirty (30) hours per week.
- C) Probationary: A newly hired employee who is employed to fill a full or part-time position.
- D) Temporary/Substitute: An employee who is employed from outside the unit to fill a full or part-time position on a per diem or hourly basis. Such persons are not covered by this agreement.

### 7.1 PROBATION PERIOD

All new full-time/part-time employees in the unit shall serve a two hundred fifty (250) work day probationary period. During this 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. A probationary employee is an employee at will. 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, his/her probationary period shall be extended by a period equal to the duration of such absence.

## **7.2 SENIORITY**

A new permanent full-time/part-time employee's seniority date shall be their hire date and shall become effective after satisfactory completion of their probationary period.

# **ARTICLE 8**

## **CLASSIFICATION/COMPENSATION**

### **8.0 CLASSIFICATION/COMPENSATION**

County reserves unto itself the prerogative of creating or modifying positions within this unit. Management will, however, confer with the Association for its input prior to any official action. Copies of the new or modified positions shall be provided to the affected individuals and the unit president. Should any major changes require an increase in assigned work hours, management will confer with the Association to evaluate the change and how the increased assignment shall be compensated.

### **8.1 UNIT POSITIONS**

Unit positions shall be positions as outlined in Article 1.

### **8.2 RECLASSIFICATION/COMPENSATION PROGRAM**

The parties hereto recognize that the Bay County Board of Commissioners has adopted a written Personnel Policy governing procedures for determining reclassifications and compensation for positions within the County service. The Director of Human Resources shall be responsible for the administration of all aspects of the Reclassification/Compensation Program as it is constituted under current County policy, and for conferring with the Personnel Committee of the Bay County Board of Commissioners in order to resolve any ambiguities that may arise in the course of interpreting said policies. Proposed changes to the existing procedures shall be discussed between the Director of Human Resources and Association Representatives and shall be reduced to writing before implementation. Said procedures shall be followed to the extent that they are not inconsistent with the terms of this Agreement. The decision of the Employer shall be final and not grievable.

### **8.3 UNIT JOB DESCRIPTION**

All unit positions shall have at least the following:

- A) Job title.

- B) General description of duties.
- C) Qualifications and/or certification.
- D) Salary level.

**8.4 JOB REALIGNMENT**

If the added duties to an existing position do not require an increase in the basic work week, no additional compensation shall be required.

**8.5 INCREMENTS**

Salary increments for part-time employees shall be prorated--based upon 1,560 hours per year.

**ARTICLE 9  
VACANCIES**

**9.0 VACANCY OCCURRENCE**

A vacancy shall exist when a new position is created by the Board of Commissioners or when a vacant position is posted. Unit members may apply, in writing, and shall be considered for any posted unit position if they are qualified, and if they are qualified, he/she shall be interviewed. However, the Employer reserves the right to hire from within or outside of the Bargaining Unit who it believes is best qualified for the position and such decision shall be final and binding on all the parties.

**9.1 TIME LIMIT**

Job vacancies shall be posted for at least seven (7) calendar days.

**ARTICLE 10  
TEMPORARY ASSIGNMENTS**

**10.0 TEMPORARY ASSIGNMENTS**

An employee who is temporarily assigned in writing by his/her immediate supervisor, not a member of this bargaining unit, the duties and responsibilities of the position that pays a higher grade than his/her regular assignment, for five consecutive working days, shall be paid the rate for that position, which represents an increase and should be placed in the new range at a step which represents an increase equivalent to at least a one-step increase in the old range. That is, the employee should be placed at a salary step in the new range which provides a salary increase

which is not less than the difference between the minimum and the first step of the range for the lower classification involved.

**ARTICLE 11**  
**LAYOFF/RECALL**

**11.0 UNIT REDUCTION**

The Employer reserves the right to lay off employees. The County will meet with unit officers to explain the layoffs prior to the actual layoff(s). Layoff of regular employees shall not occur until part-time and/or temporary employees within the same division and affected classification are laid off.

**11.1 LAYOFF PREFERENCE**

In a layoff situation where more than (1) unit member has the identical job, is in the same program, same certification, same classification and same pay grade, and is in the same department (example: sanitarian in the Health Department), the individual laid off will have a lesser level of seniority, provided that the more senior person has the present ability to perform the job.

**11.2 LAYOFF NOTICE**

A unit member to be laid off must be notified in writing thirty (30) calendar days prior to the layoff date.

**11.3 RECALL RIGHTS**

An employee shall hold recall rights for one (1) year from the date of layoff to the position from which he/she was laid off, or the length of their seniority, whichever is less.

**11.4 RECALL NOTICE**

\_\_\_\_\_ If a laid off employee is to be recalled, the notice shall be sent by certified mail or hand delivered to the employee's last known address. It is the employee's responsibility to notify the County of any change of address.

**ARTICLE 12**  
**SERVICE TERMINATION**

**12.0 TERMINATION CONDITIONS**

An employee's termination of service and employment shall occur if any of the following conditions arise:

- A) Voluntary resignation.
- B) Discharge and not reinstated through the grievance procedure.
- C) Laid off employee is not recalled within one (1) year or the length of their seniority, whichever is less.
- D) Recalled to a position and the position is refused.
- E) Failure to report for work for two (2) consecutive days without notifying one's supervisor by the end of that second workday.
- F) Failure to report to work from an expired leave of absence of any kind, on the specified date for return, unless the failure to return was due to circumstances beyond the control of the employee. The Employer may require verification of the circumstances.
- H) He/she intentionally falsifies his/her employment record.

**ARTICLE 13**  
**GRIEVANCE PROCEDURE**

**13.0 STATEMENT OF PURPOSE**

- A) 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 interruption or disturbance of the normal operation of the County.
- B) 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.

**13.1 DEFINITION**

- A) A grievance under this agreement is a written dispute, claim, or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or any employee in the bargaining unit. Any grievance filed shall refer to the provision or provisions of the Agreement alleged to have been violated, shall set forth the facts pertaining to the alleged violation, and shall state the settlement or correction requested.



- B) Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties recognize that an orderly grievance procedure is necessary and agree that each step must be adhered to as set forth herein.

## **13.2 PROCEDURE**

### **13.20 WRITTEN COMPLAINT (STEP 1)**

The employee shall, within ten (10) working days after the occurrence of the circumstance giving rise to the grievance or the time of the employee's first knowledge thereof, or the time the employee should have known thereof, reduce the matter to written form stating all facts in detail, sign it, and submit same to his/her supervisor. The supervisor shall within ten (10) working days return his/her answer in writing.

### **13.21 DEPARTMENT HEAD, DIVISION HEAD, ELECTED OFFICIAL (STEP 2)**

Failing to resolve the grievance in Step 1 (Section 14.20), the Association representative may within five (5) working days of receipt of the supervisor's disposition, present the grievance to the Department Head, Division Head or Elected Official, as is appropriate, who shall within five (5) working days of receipt of the grievance return his/her answer in writing.

### **13.22 COUNTY EXECUTIVE (STEP 3)**

Failing to resolve the grievance in Step 2 (Section 14.21), the Association may within five (5) working days of receipt of the County's answer present the grievance to the County Executive or designee who shall within five (5) working days of receipt of the grievance contact the Association to arrange a mutual date to discuss the dispute between the parties. A written response shall be forwarded in writing to the Association by management within five (5) working days of the joint meeting.

FOR EMPLOYEES WORKING FOR THE PROSECUTOR'S OFFICE ONLY: This Step 3 will not apply for issues pertaining to discipline, discharge and work assignment.

### **13.23 MEDIATION (STEP 4)**

Failing to resolve the grievance in Step 3 (Section 14.22), the Association may submit the matter to the Michigan Employment Relations Commission for mediation within five (5) working days of the receipt of the answer in Step 3.

### **13.24 ARBITRATION (STEP 5)**

If either party is unsatisfied with the decision from the previous step (Step 4), either party may within five (5) working days submit the grievance to arbitration. Arbitration may

take the form of "local choice arbitration panel" where each party selects an arbitrator and the third panel member is jointly selected by the parties. Should this panel process fail to be established within twenty (20) working days, the American Arbitration Association shall be contacted for arbitrator assignment. The decision of the panel or arbitrator shall be final and binding on the parties, except as provided by law.

### **13.3 SETTLEMENT**

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, the Association, and any and all employees involved in the particular grievance.

### **13.4 PROCESSING**

Grievances shall be processed within the prescribed time limits. Any grievance not carried to the next step by the Association within the prescribed time limits or such extension which may be agreed to in writing by the parties shall be automatically considered to be settled based upon the Employer's last answer. Any grievance not answered by the Employer within the prescribed time limits or such extension which may be agreed to in writing by the parties shall be advanced to the next step.

### **13.5 WORKDAY DEFINITION**

A workday means a day where a County office or building is open for normal business. Saturday, Sunday, and holidays shall not be counted as workdays for grievance purposes.

### **13.6 BACK PAY**

The employer shall not be required to pay back wages for periods prior to the time a written grievance is filed; provided, that in the case of a pay shortage, of which the employee had not been aware before receiving his/her pay, any adjustment made shall be retroactive to the beginning of that pay period providing the employee files his/her grievance within the prescribed times from the date of receipt of such pay.

### **13.7 ENTERING OR ADVANCING OUT OF ORDER**

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

### **13.8 CLAIMS FOR BACK WAGES**

All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any unemployment compensation or compensation from normal services that he/she may or could have received from any source during the period on

which the back pay was provided. Any back pay awarded pursuant to a grievance settlement shall be paid in the next pay period following the settlement.

### **13.9 LIMITATIONS**

- A) The power and authority of the arbitrator shall be strictly limited to the interpretation of the explicit terms of this Agreement as herein expressly set forth. He/she shall not have the authority to add, subtract from or modify any terms, to limit or impair any right that is reserved to the County or Association or employees, or to establish or change any wage or rate of pay that has been agreed to in this Agreement.
- B) The decision of any arbitrator or of the County in one case shall not create a basis for retroactive adjustment in any other case, but shall be a basis for prospective adjustment.

### **13.10 ARBITRATION COSTS**

Arbitration costs shall be shared by both parties equally. These will be limited to actual costs of the Arbitrator. Any costs incurred by the parties in presenting their cases shall be borne by the party incurring such costs. Each party shall make arrangements for and pay the witnesses which they call.

### **13.11 ASSOCIATION REPRESENTATION**

Association involvement in the processing of grievances shall be as follows:

**Step 1 - Written Complaint:** employee and Association Grievance Committee representative or designee.

**Step 2 - Department Head, Division Head, Elected Official:** Employee and grievance designee.

**Step 3 - County Executive:** Grievance Committee and/or B.C.A.M.P.S. Representative.

**Step 4 - Mediation:** Grievance Committee and/or B.C.A.M.P.S. Representative.

**Step 5 - Arbitration:** Grievance Committee and/or B.C.A.M.P.S. Representative.

Grievants shall not lose pay for grievance meetings with employer during regular working hours.

**13.12 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 Association 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.

**ARTICLE 14**  
**LEAVES OF ABSENCE**

**14.0 FUNERAL LEAVE**

**14.01 FUNERAL LEAVE**

In the event of a death in the employee's immediate family (spouse, child, step-child, parent, current stepparent, grandparent, grandchildren, parent-in-law, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, or a permanent member of the employee's family currently living with the employee), an employee shall be allowed up to three (3) days paid leave for the funeral.

Effective January 1, 2004, in the event of a death of an employee's aunt or uncle, the employee shall be allowed one (1) day paid leave for the funeral.

**14.02 EXTENSION**

The Personnel Director may authorize up to two (2) additional paid days of leave if extenuating circumstances require the employee to be absent.

**14.1 MILITARY LEAVE**

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

**14.2 PERSONAL LEAVE**

Upon written request, an employee may be granted an unpaid leave of absence by the Personnel Director and their Department Head without fringe benefit continuation and/or accrual

(such as, but not limited to, vacation, sick leave, holidays and health insurance), not to exceed one (1) year in duration.

### **14.3 LEAVE CONDITIONS**

#### **14.30 LEAVE/SENIORITY**

Seniority shall not accrue during any unpaid leave of absence, nor shall any fringe benefits accrue or be paid.

#### **14.31 RETURN TO WORK**

Upon termination of the approved leave of absence, the employee shall have the right to displace a substitute employee who held his/her position.

#### **14.32 BENEFIT FREEZE**

All accrued benefits frozen at leave time shall be available upon return.

### **14.4 JURY DUTY**

The County shall pay to any employee, who is required to serve on a jury panel, his/her regular daily wage. In return, the employee shall turn over to the County Treasurer any fees paid to him/her by the Courts. Should the employee be released by the Courts prior to normal quitting time, that employee shall return to his/her normal assignment.

## **ARTICLE 15** **SICK LEAVE**

### **15.0 SICK LEAVE**

Sick leave for each permanent employee shall be one (1) eight (8) hour day with pay for each month of service. For the purpose of this section, a month of service is complete when the employee has worked eleven (11) days in any one month. Paid sick leave shall be limited to a maximum of ninety (90) days (See Section 16.43). Any employee who is on paid sick leave shall be entitled to all contractual benefits as if he/she were working. A permanent part-time employee shall be entitled to sick leave prorated for the time actually worked (under the same conditions) as that granted a full-time employee.

#### **15.1 PROBATIONARY EMPLOYEE ACCRUAL**

A probationary employee shall accrue sick leave while on probation, but shall not be able to use any sick leave until after completing one hundred fifty (150) work days of their probationary period. (See Article 8.1)

## **15.2 FAMILY ILLNESS**

An employee may use up to five (5) days per year of accumulated sick leave for serious illness in the immediate family (spouse, child, or parent), when the family member requires hospitalization or is being attended by a physician.

## **15.3 INCREMENTAL BLOCKS**

Paid sick leave may be used in one-half (½) hour minimum increments for doctor or dentist appointments.

## **15.4 SICK LEAVE SEVERANCE**

Any employee who after eight (8) years of County employment (except for discharge) leaves the employment of the County, shall be paid one-half (½) of his/her accumulated sick leave, up to forty-five (45) days, which shall be based upon his/her regular daily wage rate, subject to a cap of \$2,500.

### **15.41 SICK LEAVE SEVERANCE-RETIREMENT**

Any employee who retires after fifteen (15) years of service shall be paid one-half (½) of his/her accumulated sick leave, up to forty-five (45) days, which shall be based upon his/her regular daily wage rate.

### **15.42 DESIGNATED BENEFICIARY**

The designated beneficiary of an employee who dies while employed by the County, after eight (8) years of service, shall upon death of the employee, be paid for one-half (½) of his/her unused sick leave on record at the time of death, up to forty-five (45) days.

### **15.43 SICK DAY ACCRUAL**

It is mutually agreed that effective November 17, 1988, that any employees within the Bay County Association of Manager, Professionals and Supervisors, shall have any sick days which they have accrued over 90, frozen, and these sick days may be used by the employee, but may not increase, until the maximum accumulation has dropped below 90, then they shall once again be entitled to earn sick days up to the maximum accrual of 90 days. If an employee should retire with an accumulation of sick days in excess of 90, then he/she shall be entitled to a payment of up to ½ of those days, in accordance with Article 16.41.

## **15.5 MEDICAL EXAM**

If, in the opinion of the County, a medical examination is required to assure the County that an employee is able to continue his/her present assignment, it may be so directed; in which

case the County will bear the costs of said medical examination if not covered by the employee's health insurance. If the employee does not satisfactorily meet the medical requirements for his/her position, the Association will be so notified and he/she may be reassigned or terminated.

#### **15.6 ILLNESS VERIFICATION**

If there is a question or doubt regarding the illness of an employee, the Director of Human Resources of his/her designee may require a doctor's statement from an M.D. or D.O. verifying the illness and may require the employee to submit to a medical examinations by an M.D. or D.O. selected by the County. In the event the employee is claiming stress or other psychological condition as an illness, the Director of Human Resources may require the employee to submit to psychological assessments to be made by a licensed practitioner selected by the County. Additionally, this section applies in full force to Article 17, Section 17.2, subsection 17.20. The Employer shall pay for the examination if not covered by the employee's insurance if the employee is required by the Employer to submit to an examination and will also pay mileage to the employee for traveling to any doctor's office which is over 15 miles from Bay City.

#### **15.7 MEDICAL EXAM PRIOR TO RETURN**

An employee may be required to submit to a medical exam, at the Employer's direction and expense unless covered by the employee's insurance, before an employee is permitted to return to work.

#### **15.8 SICK LEAVE ABUSE**

Any abuse of this article shall be cause for disciplinary action.

#### **15.9 VACATION CONVERSION**

In the event an employee should accrue more than ninety (90) days of sick leave at the end of any calendar year, he/she shall be granted one-half (1/2) of this excess sick leave accumulation to his/her vacation time available in the following year. For purposes of this computation, one day of vacation time will be added for each two full days of excess sick leave accumulation, i.e. 10 days = 5 days vacation; 13 days = 6 days vacation.

### **ARTICLE 16 BENEFITS**

#### **16.0 MEDICAL/HOSPITALIZATION INSURANCE**

Either party may request a contract re-opener on health insurance only prior to the expiration of this contract on December 31, 2002 by providing thirty (30) calendar days written notice to the other party.

### **16.01 COVERAGE**

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 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 Eight Hundred and No/100 (\$1,800.00) 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 17.01.**

(A) (See Appendix A health care plan descriptions for summary of coverage and benefits.) 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 three 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 three 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:**

(See Appendix A for health care plan descriptions for summary of coverage and benefits.)

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 2000, 2001 and 2002 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. Effective January 1, 2000, employees' co-payments for prescription drugs shall be \$10.00 per prescription for generic drugs and \$20.00 per prescription for brand-name drugs.

The Employer's and employees' obligations to pay premiums in 2000 are contained in the letter of understanding on health insurance enclosed as part of this Agreement.

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 2001 and 2002. The method by which the increase of 2001 and 2002 health care costs over 2000 will be determined is by applying the rates to be effective January 1, 2001 and 2002, to the actual enrollment levels recorded for October 2000, which is the base month.

In 2001, 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 2000.

If the overall premium cost beginning January 1, 2001 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 2001 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 referred to 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 2002, 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 2000.

Prior to the 2001 open enrollment in December of 2000, the average premium increase will be recalculated. If the average premium exceeds 107% of the base month premium using the method as referred to earlier, employee contributions will be recalculated. If the average premium is less than 107% of the base month premium (October 2000), then there will not be an employee contribution in 2001.

Prior to the 2002 open enrollment in December of 2001, 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 2000), then there will not be an employee contribution in 2002.

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

Effective from January 1, 2003 through June 30, 2003, employees shall contribute, through payroll deduction, 17% of the expected cost of health insurance in 2003, using the weighted average of the five health plans offered. For the period of time from January 1, 2003 through June 30, 2003, employees shall receive retroactive payment, within 30 days of execution of this agreement by all the parties, for overpayments they made toward the cost of health insurance during that period of time. For other overpayments made by employees in 2003, retroactive payment shall be provided to employees in approximately January 2004. Retroactive payments will be provided only to employees employed on the date of ratification of this agreement by the parties. Retroactive payments will be pro-rated for employees who switched coverage (e.g., from family to two-person coverage) or were employed for part of the retroactive period (i.e., hired after January 1, 2003 but before the end of the retroactive period).

For the period of time January 1, 2003 through December 31, 2003, the County will continue to offer Blue Cross Blue Shield PPO with dental and vision riders, Blue Cross Blue Shield PPO Plan 1, Blue Cross Blue Shield CMM 100, Blue Cross Blue Shield CMM 250 and Blue Care Network. During open enrollment in November 2003, 2004 and 2005, employees shall select, effective January 1<sup>st</sup> of the following year, either the Blue Cross Blue Shield PPO with dental and vision riders or the CMM 100 plan.

Effective July 1, 2003, employees' contributions shall be a percentage of the rates that are developed based upon the actual cost of the Blue Cross Blue Shield contract in 2002 and the 2002 Blue Care Network premiums. Accordingly, from July 1, 2003 through June 30, 2004, employees shall contribute, through payroll deduction, 17% of the rate developed for the Blue Cross plan in which the employee is enrolled or 17% of the 2002 Blue Care Network premium if the employee is enrolled in Blue Care Network.

Effective July 1<sup>st</sup> of 2004, employees' contributions shall be a percentage of the rates that are developed based upon the actual cost of the Blue Cross Blue Shield contract in the preceding year. Consequently, effective July 1, 2004, employees shall contribute, through payroll deduction, 15% of the rates developed for the plan in which the employee is enrolled. Effective July 1, 2005, employees shall contribute, through payroll deduction, 15% of the rates developed for the plan in which the employee is enrolled.

## **RETIREES**

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

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. 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 (½) 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.

Eligible Retirees will be provided health insurance if there is no break between their last day of work and their first day of retirement as a retiree receiving a monthly pension check. That is, those who separate from employment, and either defer retirement or who are not immediately eligible for pension benefits, will not be provided with health insurance at any time.

## **16.1 LIFE INSURANCE**

### **16.10 AMOUNT**

The County shall provide a group term life insurance coverage in the amount of twenty thousand dollars (\$20,000).

Effective July 1, 2000, the County shall provide a group term life insurance coverage in the amount of twenty five thousand dollars (\$25,000).

Effective thirty (30) days after this Contract is executed in 2007, the County shall provide a group term life insurance coverage in the amount of forty thousand dollars (\$40,000).

## **16.2 SICK AND ACCIDENT INSURANCE**

### **16.20 START DAY/LEVEL**

The County will provide "Sickness and Accident" insurance or self-insurance for employees covered by this Agreement. Effective January 1, 1997, employees hired on or after January 1, 1997 shall become eligible for sickness and accident coverage after 365 calendar days from the date of hire. Said insurance payments may become operative on the thirty-first (31st) calendar day after occurrence of verified disability and will provide payment of seventy-five percent (75%) of the employee's regular base rate of pay to a maximum of four hundred and five dollars (\$405) weekly for a period not to exceed fifty-two (52) weeks for any one disability. Employees hired prior to January 1, 1997 become eligible for sickness and accident insurance from date of hire after the 31 day waiting period.

Effective after the contract is executed in 1995, the maximum benefit shall be five hundred dollars (\$500) weekly for a period not to exceed fifty-two (52) weeks for any one disability.

Effective January 1, 1996, the maximum benefit shall be five hundred twenty-five dollars (\$525) weekly for a period not to exceed fifty-two (52) weeks for any one disability.

Effective January 1, 1997, the maximum benefit shall be five hundred fifty-five dollars (\$555) weekly for a period not to exceed fifty-two (52) weeks for any one disability.

Effective upon execution of this Agreement by the parties in 2000, the maximum benefit shall be six hundred dollars (\$600) weekly for a period not to exceed fifty-two (52) weeks for any one disability.

Effective January 1, 2004, the maximum benefit shall be six hundred twenty dollars (\$620.00) weekly for a period not to exceed fifty-two (52) weeks for any one disability.

Effective January 1, 2005, the maximum benefit shall be six hundred forty dollars (\$640.00) weekly for a period not to exceed fifty-two (52) weeks for any one disability.

### **16.21 OFFSETS**

Payments shall be less any amounts available from other sources included any local, state, or federal government.

### **16.22 RETIREMENT FACTOR**

If it is determined that an employee will not return to work and if eligible for pension under the County's retirement system, such retirement shall not be deferred in order to collect on this benefit.

### **16.23 ILLNESS CONTINUATION**

A reoccurrence of a previous illness which occurs within six (6) months of return to work shall be considered to be a continuation of that illness for computation of the sick and accident benefits.

### **16.24 BENEFIT ACCRUAL**

Time spent on sickness and accident shall not count toward earning sick, vacation, or personal days.

### **16.25 BENEFIT USE**

Available sick and vacation days may be used to receive payments during the thirty (30) day waiting period.

### **16.26 BENEFIT STATUS**

All benefits (except health and life insurance) shall neither accrue or be paid while the employee is under sick and accident coverage. Seniority shall not accrue until the employee returns to work.

## **16.3 WORKERS' COMPENSATION**

### **16.30 SELF INSURANCE OPTION**

Bay County is registered as a "Self-Insuring Employer" under State and Federal rules for payment of workers' compensation benefits and as such does provide this benefit to the employees.

### **16.31 BENEFITS**

Benefits provided under this contract will be retained but not accrued or paid during periods covered by workers' compensation. During coverage under workers' compensation, seniority will be maintained but shall not accrue. Coverage under the medical and hospitalization insurance program will continue for a period of twelve (12) months after the start of the disability period covered by workers' compensation. An employee may participate in the group health insurance program at his or her own expense for an additional six (6) months immediately following. This period may be extended upon approval of the Director of Human Resources.

## **16.4 RETIREMENT**

### **16.40 RETIREMENT PROGRAM**

Bay County provides a retirement program to eligible employees according to terms contained in the Bay County Retirement System Ordinance established January 1, 1947, and as subsequently amended from time to time.

### **16.41 ORDINANCE INCLUSION**

All of the terms and conditions of said ordinance are hereby made part of this contract as though written herein.

### **16.42 PROGRAM FORMULA**

For members of this unit, said ordinance provides for a benefit formula based on two (2%) of the employee's average annual income based upon the best consecutive five (5) earning years times (x) the number of years of credited service.

Effective July 1, 2001, for members of this unit, said ordinance provides for a benefit formula based on two and one quarter (2.25%) of the employee's average annual income based upon the best consecutive five (5) earning years times (x) the number of years of credited service.

### **16.43 RETIREMENT MODIFICATION**

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 other than retirement 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.

For employees hired on or after January 1, 2007, the following shall apply:

- (A) The vesting period shall be ten (10) years.
- (B) The minimum number of required hours of work to be included in the retirement system shall be one thousand (1000) hours.

## **16.5 MILEAGE/TRAVEL POLICY**

### **16.50 AUTHORIZATION**

The employer agrees to pay mileage to all County employees who are required to use their personal car while on authorized County business.

### **16.51 RATE OF REIMBURSEMENT**

The mileage allowance shall be the same as the County's travel policy in effect, and shall be increased without retroactivity when the Bay County Travel Policy change is implemented.



### **16.52 PROOF OF INSURANCE**

The County may require proof of insurance for employees required to use their personal car on County business.

### **16.53 COUNTY WIDE POLICY**

The County's travel policies are hereby made a part of this Agreement by reference.

### **16.54 CONTRACT AUTHORITY**

If any terms contained in these policies differ from terms contained in this contract, this contract shall supersede.

## **16.6 U.S. SAVINGS BONDS**

### **16.60 PAYROLL DEDUCTION**

The County shall provide for payroll deduction for the purchase of U.S. Savings Bonds and shall provide the necessary forms.

## **16.7 UNIFORMS AND PROTECTIVE EQUIPMENT**

### **16.70 EMPLOYER OBLIGATION**

The Employer shall provide and maintain all required special uniforms and protective equipment.

## **16.8 TUITION REIMBURSEMENT**

### **16.80 OBLIGATION**

Subject to budgetary constraints but with a minimum budget of \$2,000 for this bargaining unit, the County agrees to reimburse bargaining unit employees for actual out-of-pocket tuition while participating in eligible studies at accredited colleges and universities and subject to the following criteria:

#### **16.81 AUTHORIZATION**

The employee must have received written approval from the Department Head and Director of Human Resources prior to registering for the course.

#### **16.82 GRADES**

Eligible employees must achieve a grade of "B" or better, and credit for the course if credit is offered.

#### **16.83 RECEIPTS**

The employee claiming reimbursement must prove actual payment sought to be reimbursed by furnishing specific receipts.

### **16.84 CLASS CRITERIA**

To be reimbursed, the courses must relate to the work the employee is then performing or such course must be part of recognized degree awarding curriculum with the degree program being directly and concretely related to the employee's current classification.

### **16.85 PROFESSIONAL GROWTH**

Any employee required to attend a class, mandated in-service program, or annual examination in order to maintain his/her certification may be released from his/her daily assignment, with pay, to complete said program but only if the same program is not available outside regular working hours.

### **16.9 HEALTH BENEFITS**

The Employer will provide the employee with the opportunity of obtaining the following services free of charge from the County Health Department:

- A) Tetanus Toxoid series or booster.
- B) Influenza immunization.
- C) Diphtheria series or booster.
- D) Polio series or booster.
- E) Tuberculin Test.
- F) Cholesterol Test (twice per year).

## **ARTICLE 17** **VACATIONS**

### **17.0 VACATION ACCRUAL**

#### **17.01 ACCRUAL - FULL-TIME**

On January 1st, a new employee will have available a vacation period of two (2) weeks. Following the second January 1st of County employment, the employee shall have four (4) weeks of vacation per fiscal year. On January 1st following ten (10) full fiscal years of County employment, the employee shall be entitled to one (1) additional vacation week. For an employment period of less than a full year, vacation days shall be prorated.

For persons hired after January 1, 1995, the following shall apply. On January 1st, a new employee will have available a vacation period of two (2) weeks. Following the second January 1st of County employment, the employee shall have three (3) weeks of vacation per fiscal year. On January 1st following six (6) full fiscal years of County employment, the employee shall be entitled to four (4) weeks of vacation. On January 1st following ten (10) full fiscal years of County employment, the employee shall be entitled to one (1) additional vacation week. For an employment period of less than a full year, vacation days shall be prorated.

#### **17.02 ACCRUAL - PART-TIME**

For regular part-time employees, their vacation benefit shall be prorated.

### **17.1 VACATION REQUESTS**

Vacation requests for the year shall be in writing and given to the employee's supervisor by March 1. If similar requests are received from two (2) or more employees, the most senior employee shall be given preference unless the operation of the department would be adversely affected. Vacation requests received after March 1 will be prioritized on a first received basis and may be granted unless the operation of the department would be adversely affected.

### **17.2 VACATION VS. HOLIDAY**

A holiday which falls during a vacation period shall not be considered a vacation day.

### **17.3 VACATION VS. LEAVE**

While on any unpaid leave of absence, vacation time shall not accrue.

### **17.4 VACATION CANCELLATION**

Every attempt will be made to allow vacation to be taken as requested and will only be canceled with a five (5) day notice for cause and with the approval of the Director of Human Resources.

### **17.5 VACATION USE**

Vacation days for the year shall be available January 1st of each year. An employee working less than a full year shall have vacation days prorated. All accrued vacation shall be used during the scheduled vacation year except as provided for in paragraph 18.7.

### **17.6 CANCELED VACATION**

If management cancels an employee's vacation due to a workload problem, then said days shall be rescheduled or be paid for at the employee's regular daily rate.

### **17.7 VACATION CARRYOVER**

An employee will be allowed to carryover a maximum of ten (10) days vacation from one year to the next. Effective January 1, 1997, the maximum carryover shall be increased to twenty (20) days.

### **17.8 VACATION BORROWING**

No employee shall be allowed to borrow vacation days from a future year or borrow or accept a gift of accrued vacation, sick time, or personal holidays from another employee.

### **17.9 VACATION HOURLY INCREMENTS**

Vacation may be taken in minimum increments of one-half ( $\frac{1}{2}$ ) hour.

**17.10 VACATION PAYOFF**

Upon retirement, voluntary separation, or layoff, any accrued but unused vacation shall be paid for at the employee's regular daily wage rate.

**17.11 VACATION PAYBACK**

Personal holidays and/or vacation days taken by a terminating employee in excess of the appropriate number of prorated available days shall be repaid by the proper amount being withheld from the employee's final check or accepting a certified check from the employee covering the overpayment.

**ARTICLE 18**  
**HOLIDAYS**

**18.0 IDENTIFIED HOLIDAYS**

Holidays falling on weekdays, Monday through Friday, will be recognized by Bay County for unit members as follows:

New Year's Day	Labor Day
New Year's Eve Day	General Election Day**
Martin Luther King Day	Veterans Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday following Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Christmas Eve Day
	Three Personal Holidays

\*\* General Election Day shall be eliminated as a holiday starting in 1995.

An additional one-half (1/2) personal holiday (4 hours) will be provided to employees in 1995 and 1996, excluding employees hired after January 1, 1995 who will not have the additional one-half (1/2) personal holiday until they have been employed by the Employer for at least five (5) years.

**18.1 COMPENSATION - FULL-TIME**

Full-time employees shall be paid for these holidays at the regular rate of pay provided that the employee worked the day before and the day following the specific holiday. In this section, vacation days shall be considered work days.

**18.2 COMPENSATION - PART-TIME**

Regular part-time employees' scheduled to work a holiday shall be paid for that day for the hours they were normally scheduled to work. If such employee is not normally scheduled to work a holiday, he/she shall not be paid for the holiday.

### **18.3 PERSONAL HOLIDAYS**

Personal holidays shall be scheduled in advance when possible and taken in the calendar year earned. In the case of severance, personal holidays shall be computed on the basis of one (1) personal holiday for every four (4) months worked in that calendar year. Personal holidays may be taken in minimum increments of one-half hour.

### **18.4 OVERUSE**

Personal holidays and/or vacation days taken by a terminating employee in excess of the appropriate number of pro-rated available days shall be repaid by the proper amount being withheld from the employee's check or accepting a certified check from the employee covering the overpayment.

### **18.5 WEEKEND HOLIDAY OBSERVANCE**

Whenever one of the designated holidays fall on a Saturday, it shall be celebrated on Friday; if the holiday falls on a Sunday, it shall be celebrated on Monday. However, if the holiday falls on a Saturday and Friday is also a holiday, Thursday and Friday shall be celebrated as holidays. If the holiday falls on a Sunday and Monday is also a holiday, Monday and Tuesday shall be celebrated as holidays. However, for employees who are scheduled to work shifts in a continuous operation facility the holiday shall be celebrated on the day of its occurrence.

## **ARTICLE 19** **MISCELLANEOUS PROVISIONS**

### **19.0 HEALTH/SAFETY**

The County will continue to make reasonable provisions for the safety and health of its employees during their hours of employment. The Association may notify management in writing when, in its opinion, an unsafe situation exists on County property.

### **19.1 FACILITY USE**

The Association may, with prior Department Head approval, use County meeting space if no additional cost is incurred by the County.

### **19.2 CONTRACT PRINTING**

The County agrees to supply a copy of this contract to each member of B.C.A.M.P.S. (within 60 days or less) after the signing of this Agreement. Said member shall sign for the contract on a form provided by the Personnel Department.

### **19.3 EMERGENCY CONDITIONS**

No wages shall be payable to employees who do not show up for work due to emergency conditions including, but not limited to, snow, fire, flood, explosion, utility failure or other extreme conditions.

### 19.30 SNOW DAYS

\_\_\_\_\_ Should the County buildings be closed by executive order, stating that employees shall not report for work, employees shall receive their daily base pay. This paragraph shall not apply to twenty-four (24) hour County operations.

### 19.4 BULLETIN BOARDS

The County will furnish and maintain one (1) bulletin board at the County building and one (1) bulletin board at Washington Plaza for the Association's use. The boards shall be used for the following subjects:

- A) Recreational, social, and related news bulletins;
- B) Scheduled Association meetings;
- C) Information covering Association elections or the results thereof;
- D) Reports of official business of the Association including reports of committees and Association officers;
- E) Any other material which has been approved by the County executive, or his/her designee, and the Local Association President.

### 19.5 FEDERAL AND STATE LAWS

If any article or section of this Agreement should be held invalid by operation of law, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article, section or provision held invalid.

## **ARTICLE 20** **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 Association, 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 21** **PAST PRACTICE**

This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships and/or past practices.

**ARTICLE 22**  
**SUPPLEMENTARY EMPLOYMENT**

Supplemental employment is permitted under the following conditions:

- A) That the additional employment must in no way conflict with the employee's hours of employment, or in quantity or interest conflict in any way with satisfactory and impartial performance of his/her duties, as determined within the sole discretion of the Employer.
- B) Upon request, the employee shall inform his/her Division Head of their supplemental employment. Prior to entering into supplementary employment, the employee must receive written permission from the supervisor.

**ARTICLE 23**  
**FAMILY AND MEDICAL LEAVE ACT**

**23.0 FAMILY AND MEDICAL LEAVE ACT**

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

**ARTICLE 24**  
**CONTRACT RE-OPENER AND WAGE RE-OPENER**

**24.0 CONTRACT RE-OPENER**

\_\_\_\_\_The Employer only reserves the right to open the contract during its term to review and negotiate issues related to the Fair Labor Standards Act (FLSA).

**24.1 WAGE RE-OPENER**

\_\_\_\_\_The Employer agrees to a contract re-opener on wages only subject to the following circumstances:

- (A) The Employer provides across the board wage increases to other County, non-Act 312 bargaining units, which exceed two percent (2.0%) each year.
- (B) The wage re-opener does not apply in the circumstance where another County bargaining unit gives up a fringe benefit and in return receives a higher than two percent (2.0%) salary increase.
- (C) The above wage re-opener is also not applicable in the event that the Employer and another union agree to a cents per hour increase as opposed to a two percent (2.0%) increase as noted above. Under those circumstances there may be some employees that may receive an increase higher than two percent (2.0%), but the increase will be two percent (2.0%) on the average for that bargaining unit's members.





## APPENDIX A

The employer offers the following health insurance plans to eligible employees:

Blue Cross Blue Shield of Michigan Comprehensive Major Medical (CMM 100)  
Blue Cross Blue Shield of Michigan Comprehensive Major Medical (CMM 250)  
Blue Cross Blue Shield of Michigan Community Blue Preferred Provider Organization (PPO)  
Blue Care Network Health Maintenance Organization (HMO)

Blue Cross Employee Benefits Guides are periodically distributed to employees and are always available from the Personnel Department or the Payroll/Benefits Division upon request. The guide described covered benefit levels as well as other valuable information about the plans.

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Blue Care Network provider directories and a summary of plan benefits are available from the Personnel Department or the Payroll/Benefits Division.

If more in depth benefit information is required than what the employer can provide, all plans have a customer service telephone number. That number can be obtained from either the Personnel Department or the Payroll/Benefits Division.

Effective January 1, 2004, the employer will offer to employees only the CMM 100 health plan and the PPO with dental and vision. Effective upon execution of the collective bargaining agreement (2003-2005), retirees who are not eligible for Medicare shall select only the Blue Cross Blue Shield PPO without dental and vision; retirees who are eligible for Medicare shall select only the CMM 100 health plan.