

***COLLECTIVE BARGAINING AGREEMENT***

***BETWEEN***



**Robert A. Ficano  
County Executive**

**- AND -**

***AFSCME LOCAL 3317, AFL-CIO,  
SERGEANTS & LIEUTENANTS***

***OCTOBER 1, 2008  
THROUGH  
SEPTEMBER 30, 2011***

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## **ARTICLE 1 – AGREEMENT**

### 1.01

This Agreement is entered into between the County of Wayne, Michigan (hereinafter referred to as the "Employer"), as represented in negotiations by the Labor Relations Division, and the Wayne County Law Enforcement Supervisory Local 3317, AFL-CIO, AFSCME Council 25 (hereinafter referred to as the "Union").

## **ARTICLE 2 – PURPOSE AND INTENT**

### 2.01

The purpose of this Agreement is to set forth certain terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual benefit of the Employer, its employees, and the Union. The term "Employees" as used in this Agreement means members of the Local 3317 Bargaining Unit.

### 2.02

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing and the Employees' success in rendering proper services to the public.

### 2.03

Therefore, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

### 2.04

The parties recognize that the Employer is legally and morally obligated to guarantee to all citizens a fair and equal opportunity for employment and to these ends agree that no person shall be denied employment, or membership in the Union, nor in any way be discriminated against because of sex, age, race, color, creed, national origin, political or religious belief, disability, marital status, and as otherwise provided by law.

2.05

The parties expressly understand and agree that where an employee alleges that he or she has been the subject of any type of discrimination, retaliation or harassment prohibited under any State or Federal statute or County policy, the employee shall not have access to the grievance arbitration procedure contained in Article 12 of this Collective Bargaining Agreement. All complaints or claims for relief relating to the alleged discrimination, retaliation or harassment shall be filed with the appropriate State or Federal administrative agency or County official, or filed with the appropriate State or Federal court of law.

### **ARTICLE 3 – RECOGNITION**

3.01

Pursuant to and in accordance with the applicable provisions of the Public Employment Relations Act of the State of Michigan, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining over wages, hours and working conditions for the following supervisory employees of Wayne County: All Police Sergeants and Police Lieutenants, including the specialty classifications thereof.

3.02

That work which has been traditionally performed by employees in the Bargaining Unit, from the date this Agreement goes into effect, shall be performed exclusively by employees in the Bargaining Unit. Bargaining Unit positions shall not be reclassified, retitled, nor shall new classifications be created without prior written agreement between the parties.

3.03

It is hereby agreed between the parties that all of the employees in the Bargaining Unit are subject to the hazards of police work and perform duties of a critical service nature. It is further agreed that, since the continued and uninterrupted performance of these duties is necessary for the preservation and promotion of the public safety, order and welfare, all of the employees in this Bargaining Unit are subject to, and entitled to, invoke the provisions of the 1969 PA 312 for the resolution of disputes.

## **ARTICLE 4 – AID TO OTHER UNIONS**

### 4.01

The Employer agrees and shall cause its designated agents not to aid, promote, or finance any other labor group or organization which purports to engage in collective bargaining or to make any agreement with any such group or organization for the purpose or undermining the Union.

### 4.02

The Union agrees not to make agreements with any other Union for the purpose of coercing the Employer.

## **ARTICLE 5 – STRIKES AND LOCKOUTS**

### 5.01

Adequate procedure has been provided by Articles 10, 12, and 13 of this Agreement and Public Acts 379 (1965), as amended, and Public Acts 312 (1968), as amended, for the settlement of any grievance(s), dispute(s) or impasse(s), which may arise between any one (1) or more of the employees in the Bargaining Unit covered by this Agreement or the Union, its employees, representatives, officers, or committees, and the Employer.

### 5.02

Accordingly, it is agreed that neither the Union nor its employees, officers, representatives or committees will cause, call, engage in, encourage or condone a slowdown or strike against the Employer, and the Officers of the Union will take affirmative action to preclude or terminate, any slowdown or strikes against the Employer, including but not limited to any concerted refusal to work, any concerted absenteeism from work, any concerted resignations from work or concerted resignations from employment with the Employer.

5.03

The Employer shall have the right to discipline or discharge any employee for violating the provisions of Article 5.02. It is understood that the Union shall have recourse to the Arbitration procedure with respect to such discipline or discharge, limited to the issue of whether or not the employee did violate the provisions of Article 5.02.

## **ARTICLE 6 – UNION BULLETIN BOARDS**

6.01

The Employer agrees to furnish 3' x 4' of space for a Union supplied bulletin board at each Division which shall be used only for the following notices:

- A. Union Meetings
- B. Union Elections
- C. Reports of the Union
- D. Rulings or policies of the International Unit
- E. Recreational and Social Affairs of the Union
- F. Posting of position vacancies
- G. In-service Training Opportunities

6.02

Notices and announcements shall not contain anything of a political or partisan nature.

## **ARTICLE 7 – UNION SECURITY**

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

7.01

Employees covered by this Agreement who are not members of the Union on its effective date and who have been employed for a period of thirty (30) days who do not make application for membership in the Union within thirty (30) days after the effective date of this Agreement, shall, commencing with the first bi-weekly payroll period thereafter and for the duration of this Agreement, pay to the Union a service charge in an amount equal to the regular monthly dues as a contribution toward the administration of this Agreement.



## 7.02

Employees covered by this Agreement who are not members of the Union on its effective date and who have been employed for less than thirty (30) days, and employees hired or rehired into the Bargaining Unit after the effective date of this Agreement who do not make application for membership in the Union within thirty (30) days of service shall, commencing with the first bi-weekly payroll period thereafter and for the duration of this agreement, pay to the Union the service charge defined in Section 7.01. The Employer agrees to establish administrative procedures for the implementation of this section of the Agreement.

## 7.03

Failure by an employee to comply with the provisions set forth above, after notice to the Employer by the Union, shall cause the termination of employment by the Employer and/or its agents not later than the end of the next pay period following notice of such non-compliance to the employee by the Employer.

## 7.04

No employees shall be terminated under this article unless the Union has first notified the Labor Relations Director in writing that the employee has elected not to join the Union or pay the service charge, and requested that the employee be terminated.

# **ARTICLE 8 – PAYMENT OF UNION DUES**

## 8.01

During the life of this Agreement and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union Membership dues, and/or any other fees levied, in accordance with the Constitution and By-Laws of the Union, from the pay of each member covered under this Agreement who executes or has executed an "Authorization for Union Deduction" form. Such dues, and/or fees, must be tendered by payroll deduction. The term dues as defined herein shall exclude fines and/or penalties.

## 8.02

Deductions shall be made only in accordance with the provisions of said "Authorization for Union Deduction" form.

### 8.03

A properly executed copy of such "Authorization for Union Deduction" form for each member for whom Union Membership dues, and/or fees, are to be deducted shall be delivered to the Employer before any payroll deductions are made. Any "Authorization for Union Deductions" forms which are incomplete or in error will be returned promptly to the designated financial officer of the Local Union.

### 8.04

Deductions for each payroll period shall be remitted to the designated financial officer of the Local Union, with a listing of employees for whom said deductions were made, within fifteen (15) days after the date of deduction.

### 8.05

The Employer shall not be liable to the Union by reason of the requirements in Article 8 and 9 of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the employees.

The Union will defend, save harmless and indemnify the Employer for the purpose of complying with Articles 8 and 9 of this Agreement.

## **ARTICLE 9 – PAYMENT OF SERVICE CHARGE**

### 9.01

Employees who do not make application for membership in the Union as outlined in Article 7 shall tender the monthly service charge by signing the "Authorization for Deduction of Service Charge" form.

### 9.02

Deductions for each payroll period shall be remitted to the Union, with a listing of employees for whom said deductions were made within fifteen (15) days after the date of deduction.

9.03

The Employer shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the employee. For Agency Fee Procedure, see Memorandum of Understanding # 1.

## **ARTICLE 10 – REPRESENTATION**

10.01

A. It is mutually agreed that in the interest of establishing an orderly procedure for the implementation of the provisions of this Agreement, members in the Bargaining Unit shall be entitled to Union Representation on the following basis:

1. Local 3317 President and Vice President
2. Six (6) Division Chief Stewards

B. One (1) Chief Steward shall be selected by the Union from seniority obtained positions in each of the following Divisions, with apportioned Alternate Stewards:

1. Jail Division One ..... (2 Alternates)
2. Jail Division Two ..... (1 Alternate)
3. Jail Division Three ..... (1 Alternate)
4. Court/Youth Services Division ..... (2 Alternates)
5. Executive Division ..... (1 Alternate)
6. Road Patrol/Park Patrol/  
Secondary Roads/Marine Division ..... (2 Alternates)

10.02

All Stewards shall be full-time members of the Bargaining Unit as selected by the members of the Union. The Union shall keep an up-to-date list of all stewards and shall supply Management with a copy.

## 10.03

- A. All Chief Stewards, or in their absence Alternate Stewards, during their working hours, without either loss of time or pay, may investigate and present grievances primarily within their Division in accordance with Article 12, after notification to their supervisors so that arrangements can be made for their release.

Stewards shall be released within two (2) hours of such notification. Their supervisor shall be advised as to the expected length of absence and the Stewards shall immediately return to their assigned work location, unless their shift has ended, upon completion of the business for which the release was granted.

Chief Stewards and Alternate Stewards will not be released for simultaneous investigation of grievances, unless mutually agreed.

- B. The Division Chief Steward and/or Alternate Steward may represent the member at all steps of the grievance procedure in accordance with Article 12. The Division Chief Steward and/or Alternate Steward may represent the member upon service of Conduct Incident Reports, Oral and Written Reprimands, and Departmental Charges under the Sheriff's Manual for members within their respective Division.

The Alternate Steward may process a member's grievance as provided in Step 1 of the grievance procedure on work shifts without a Division Chief Steward, and represent the members for service of Conduct Incident Reports. An Alternate Steward shall be designated by the Union to act in the absence of the Division Chief Steward, said absence shall be caused by the Division Chief Steward being ill, on a leave day, on annual leave, or an approved leave of absence.

- C. Any member of the Local Union who is selected as a Steward to represent their Division as provided by this Agreement shall not be transferred to another Division except by mutual agreement between the Sheriff and the Union or where criminal charges have been brought by a government agency.
- D. The Union President, Vice-President, and Chief Stewards will be assigned to the day shift in their respective assignments.

## 10.04

- A. The Local Union President shall be released from his regular work assignments without loss of time, pay or other benefits upon prior notice to his supervisor when required to perform the following:
  1. Processing reported members' grievances.

2. Differences concerning the intent and application of the provisions of this Agreement.
  3. Represent members at hearings or proceedings affecting rights or benefits provided by this Agreement.
  4. Attend meetings of the County Board of Commissioners and Committees, only when the agenda includes matters pertinent to the proper administration of the Local Union.
  5. Confer with Local Stewards when necessary.
- B. Whenever the Local Union President is required to perform administrative duties limited to internal Union business or functions, he may be granted time off without compensation, but without loss of such benefits to which he would otherwise be entitled.
- C. In the event the Local Union President selects a specific job assignment other than that which he held when elected, upon termination of his term of office as President, he shall, if he desires, be returned to his previous job assignment.
- D. In the event of the absence or vacancies occurring during the term of the Local Union President, the provisions of this Article shall apply to the Local Vice President.
- E. The consent of the Sheriff or his or her designated representative for release from duty assignment of the Local Union President or Vice President as provided by this Article shall not be unreasonably withheld. Any alleged abuse of the provisions for Union representation as herein defined may be invoked by either party and shall thereupon be considered a proper subject for a special conference as provided by this Agreement.
- F. In the event the Union is required to represent members of the Bargaining Unit at one (1) or more proceeding(s) occurring at the same time on a subject as defined in Article 10.04(A), the appropriate Chief Steward shall be granted time off to represent the Union without loss of compensation, upon reasonable notice to and prior approval of the Sheriff or his or her designated representative.
- G. Officers and members covered by this Agreement who have been elected or appointed by the Union to the Local 3317 Bargaining Committee shall be compensated at their regular rate for time lost from work during their regular working hours while on official Union business in negotiation sessions with the Employer and without requirement to make up said time (not to exceed seven (7) employees).

Upon prior notification to their supervisor, bargaining committee members will be assigned to the day shift in their respective assignments when there is a scheduled negotiation session. Bargaining committee members will immediately return to their assigned work location, unless their shift has ended, upon completion of the negotiation session.

For purposes of this paragraph [Article 10.04(G)], negotiation sessions shall include both: interest arbitration and mediation in accord with the Act 312 process.

#### 10.05

The Local Union Officers, as provided for in this Agreement, shall not be transferred to another division during their term of office except as may be agreed to by the Union and the Sheriff.

#### 10.06

The Local Union President or his designated representative shall be in charge of all disciplinary matters within the Bargaining Unit caused by the department bringing charges against members of the Bargaining Unit at all levels of discipline, except reprimands and services of charges, which shall be handled by the member's Divisional Chief Steward.

The President shall also be given time off, with pay, to inspect related departmental records and to confer with employees of the department relating to charges placed against a member.

### **ARTICLE 11 – SPECIAL CONFERENCES**

#### 11.01 .

It is mutually agreed that a Special Conference shall be arranged upon the request of the Union, the Sheriff or Labor Relations Division Staff if either party deems it necessary to the maintenance of orderly labor/management relations pursuant to terms and conditions of this Agreement. (Unless otherwise agreed, Special Conferences shall be held within seventy-two (72) hours of said notice or request, excluding weekends and holidays).

11.02

An agenda of the matters to be considered at the conference, together with the names of the conferees representing the requesting party shall be submitted at the time the conference is requested. Matters to be considered at the Special Conference shall be confined to those included in the Agenda, and shall in no instance relate to matters in conflict or included by the provisions of this Agreement.

11.03

Such conferences, to the extent possible, shall be held during regular work hours. Employees required to attend such Special Conference shall not lose time or pay for attendance, and no additional compensation will be paid to such employees for time spent in such conferences beyond their regular work hours.

11.04

In the event either party shall refuse to agree to a Special Conference as defined above within the prescribed time following the request, either party shall have direct recourse to the Labor Relations Division for a resolution of the matter at issue.

11.05

Such Special Conference shall be held between the Sheriff, Undersheriff, and the President and Vice President of the Union. If this is impossible, then the Sheriff and/or Undersheriff and a non-union representative and President or Vice President and Chief Division Steward, and a Staff Representative of the Labor Relations Division shall conduct the conference.

11.06

In the event the problem which gives rise to a Special Conference concerns the operation of one of the Divisions controlled and regulated by the County Executive's Office, then the Director of that Division shall be included in the Special Conference as called for in Section 11.01 above if the Conference involves appropriate staffing levels and classifications or mission goals. The Department Directors falling under the control of the CEO are as follows:

- A. Director of Children and Family Services
- B. Director of Parks
- C. Representative of the CEO's Office

11.07

It shall be incumbent upon the party requesting a Special Conference to identify those directors as enumerated above who should be included in the Special Conference.

## **ARTICLE 12 – SETTLEMENT OF DISPUTES**

12.01

In the event differences should arise between the Employer and the Union during the term of this Agreement as to the interpretation and application of any of its provisions, the Parties shall act in good faith to promptly resolve such differences in accordance with the following procedures:

12.02

Whenever an employee, a group of employees, or the Union, believes there is cause for a grievance on any matter concerning employment with the Employer, or that any provisions of this Agreement have not been properly interpreted or applied, the procedure herein after provided shall be followed:

The parties expressly understand and agree that where an employee alleges that he or she has been the subject of any type of discrimination, retaliation or harassment prohibited under any State or Federal statute or County policy, the employee shall not have access to the grievance arbitration procedure contained in Article 12 of this Collective Bargaining Agreement. All complaints or claims for relief relating to the alleged discrimination, retaliation or harassment shall be filed with the appropriate State or Federal administrative agency or County official, or filed with the appropriate State or Federal court of law. If an employee elects to use the Michigan Veterans' Preference Act, the employee waives the right to proceed under this grievance procedure. The execution of this collective bargaining agreement by the County Executive shall resolve, with prejudice according to the Employer's last answer, any and all grievances pending arbitration in addition to all other litigation, except where expressly reserved.

12.03

The Union shall have the right to commence a grievance at the level of management causing such grievance. All disciplinary actions except oral reprimands shall be subject to the grievance procedure. Discharges, suspensions and demotions may be appealed directly to Step 3 of the grievance procedure within ten (10) working days of the date of notice.



## 12.04

It is understood between the parties hereto that any of the time periods hereinafter provided may be extended by mutual written agreement and further, that working days shall not include Saturday, Sunday or holidays.

### **Step 1:**

The grievance or dispute shall be presented in writing by the Division Steward or Chief Steward to the Commander within ten (10) working days after the employee knew or should have known of the claimed contract violation. The Commander shall submit the disposition of the grievance or dispute to the Division Steward or Chief Steward in writing within ten (10) working days thereafter.

Written grievances shall describe the nature of the complaint, the date the matter occurred, the identity of the employee or employees involved and the provisions of this Agreement, if any, the Union claims the Employer has abridged or failed to apply. Replies to such grievances by the Commander shall set forth the facts and pertinent circumstances taken into account in responding to such written grievances.

### **Step 2:**

Should the grievance or dispute remain unsettled, it shall be presented in writing by the Chief Steward or Local Union President or Vice President to the Sheriff or his or her designee within ten (10) working days from the date the Step 1 response was due. The Sheriff or his or her designee shall then submit the disposition of the matter in writing to the Grievance Committee Chairman or in his absence the Local Union President within ten (10) working days thereafter.

### **Step 3:**

If the grievance has not been satisfactorily settled, the grievance shall be submitted in writing by the Local Union President, Grievance Committee Chairman or designee (with copies of the previous written response) within ten (10) working days to the Wayne County Labor Relations Division. The Labor Relations staff, shall arrange a meeting to take place within ten (10) working days of receipt of the grievance. The Labor Relations Staff shall give its disposition in writing to the Union within ten (10) working days of said meeting.

### **Step 4:**

Any unresolved grievance relating only to the interpretation, or enforcement of a specific article and section of this Agreement, or any Supplemental Agreement hereto, having been processed fully through Step 3, may be submitted to a permanent arbitrator, who shall be jointly selected by the parties to hear and decide grievances and whose term of office shall be for a period of one (1) year unless extended by mutual agreement of the parties. Grievances shall be submitted to the permanent arbitrator in strict accordance with the following:

- A. The fee and expenses of the Arbitrator shall be shared equally by the parties.
- B. Arbitration shall be invoked within forty-five (45) calendar days by written notice to the other party of intent to arbitrate.
- C. On receipt of a notice to arbitrate, the Employer and Union shall mutually agree to a hearing date. The hearing shall take place within sixty (60) days of receipt of a notice to arbitrate, and shall be controlled by the rules of the American Arbitration Association, unless otherwise provided in the Agreement.
- D. The Arbitrator shall limit the decision strictly to the interpretation, application or enforcement of this Agreement and shall be without power or authority to make any decision:
  - 1. Contrary to, inconsistent with, modifying or varying in any way, the terms of this Agreement.
  - 2. Granting any wage increases or decreases.
  - 3. Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement.
- E. The Arbitrator shall be without authority to require the Employer to delegate, alienate or relinquish any powers, duties, responsibilities, obligations or discretions which by State Law or State Constitution the Employer cannot delegate, alienate, or relinquish.
- F. No settlement at any stage of the grievance procedure, except an Arbitration decision, shall be precedent in any arbitration and shall not be admissible in evidence in any future Arbitration proceedings.
- G. All claims for back wages shall be limited to the amount of wages and other benefits, excluding overtime and shift premium pay, that the employee otherwise would have earned, less any compensation received for employment or unemployment compensation obtained subsequent to removal from the payroll of the Employer.
- H. The decision of the Arbitrator in a case shall not require a retroactive wage adjustment in another case except by express agreement of the parties.
- I. There shall be no appeal from the Arbitrator's decision if made in accordance with the Arbitrator's jurisdiction and authority under this Agreement. The Arbitrator's decision shall be final and binding on the Employer, on the employee or employees and on the Union.

- J. In the event the case is appealed to an Arbitrator and it is found that the Arbitrator has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- K. The involved parties and the local representatives shall not lose pay for time off the job while attending the Arbitration proceedings. Arbitration shall be conducted on the premises of the Employer.
- L. Any arbitration case involving a discharge, suspension or demotion shall automatically be placed at the head of the arbitration docket and heard as soon as possible to minimize the hardships on both parties.
- M. The Arbitrator shall not consider any evidence submitted by either party which was not produced in the grievance procedure unless such evidence had not been known to the party submitting the proposed new evidence.
- N. It is understood by the parties that to protect the grievance procedure as outlined in this Agreement and to insure the movement of grievances within the prescribed time limits, the following is agreed to:
  - 1. If the Union fails to appeal a grievance from Step Nos. 2 and 3 of the grievance procedure to the next step within the prescribed time limits, the grievance shall be considered resolved on the basis of the Employer's last answer.
  - 2. If the Employer fails to answer a grievance within the prescribed time limits of Step Nos. 2 and 3, the Union may move the grievance to the next step of the grievance procedure as provided in Article 12.05 Step 3 and Step 4, respectively.
  - 3. If court action or other litigation is necessary in order to enforce subsection (1) or (2) above, the losing party to said litigation shall bear the cost of the litigation or court action.
  - 4. It is further understood by the parties that the prescribed time limits of the grievance procedure at Step 3 shall be extended if requested by either party, provided such extension shall not exceed ten (10) days unless by mutual agreement.
  - 5. In the event the party against whom an Arbitration Award is issued fails to take affirmative action to implement the award, with notice of the fact to the other party, within thirty (30) days and fails to initiate an appeal to a court of competent jurisdiction within that same time and the prevailing party in the arbitration proceeding is required to take court action to implement the award, the prevailing party in the arbitration proceeding shall be entitled to recover the actual expenses of such court action including costs and reasonable Attorney

fees. In the event either party to the Arbitration shall appeal the award to a court of competent jurisdiction and said court denies the appeal with the finding it was not taken in good faith, the prevailing party in the court action shall be entitled to recover actual expenses of such court action including cost and reasonable Attorney fees.

6. Written responses at Steps 1 and 2 received from the Employer must be signed for by a Union Representative, date and time included.
  7. Settlement of a grievance, including dispositions under N (1) and N (2) above, shall be binding on the parties and the grievance in the settled matter only unless, by written statement, the parties mutually agree to extend the terms of the settlement to other matters.
- O. The Employer shall give written notification to the Union and the affected member whenever payment is made in settlement of a grievance or an Arbitration Award. Said notice shall be given at the time of payment.

## **ARTICLE 13 – DISCIPLINARY PROCEDURE**

### 13.01

No employee shall be summoned before a commanding officer for disciplinary action without having a Union representative present, pursuant to Article 10.06.

### 13.02

Notification within a reasonable time shall be given to the Divisional Chief Steward or Union President prior to any disciplinary action taken against any employee which may result in any official entries being added to his or her personnel file.

### 13.03

The employee shall have the right to review his or her personnel file at any reasonable time. The employee shall be furnished a copy of any new entry, and shall have the right to initial or sign entry prior to its introduction into their file.

#### 13.04

The Divisional Chief Steward and President/Vice President of the Union shall have the right to be present and, if requested by the employee, to represent the employee at all levels of disciplinary proceedings.

#### 13.05

Before any employee shall be required to make any written statements or written replies pertaining to any alleged misconduct on their part, the matter shall first be discussed between the employee and their Commanding Officer. The employee shall have twenty-four (24) hours after such meeting to make the written statement. This section shall not pertain to departmental report forms normally required.

#### 13.06

Any disciplinary matters shall be removed from the personnel record and destroyed upon completion of twenty-four (24) months of satisfactory service from the date of the disciplinary matter and shall not be used adversely in a disciplinary hearing. However, upon completion of twelve (12) months of satisfactory service, an employee's disciplinary record will not be used as the basis for denying his or her request to transfer to a seniority-bid assignment.

The effective date of an employee's discipline will be the date the Department provides notice of the disciplinary charges to the employee. On those occasions where the Department conducts an internal affairs investigation, the effective date of any discipline resulting from the investigation will be the date that the final internal affairs report is submitted to the Discipline Commander.

#### 13.07

The Sheriff or his or her designee shall administer all discipline.

Oral and written reprimands may be administered at the divisional level for violations of departmental rules and regulations.

#### 13.08

An employee suspended without pay may forfeit, in lieu of a suspension, an equal number of accumulated annual leave days or holidays.

### 13.09

It is agreed between the parties that demotion may be used for disciplinary purposes as a result of progressive discipline after an employee has been issued a thirty (30) day suspension. It is further agreed that demotion is an option in termination cases which are sent to arbitration. The following forms of demotion are available:

#### A. **Temporary Demotion:**

An employee will be demoted for six (6) months for training purposes. Then upon successful completion of training they will be placed on the recall list for his or her former classification. The employee will be re-promoted to the first available position in that classification.

#### B. **Permanent Demotion:**

An employee will not have recall rights but may re-test for promotion after two (2) years.

### 13.10

Whenever an employee is under investigation, or subject to examination/questioning by a Commanding Officer or the appropriate bureau or unit for any reason which could lead to disciplinary action, transfer or charges, such investigation or questioning shall be conducted under the following conditions:

- A. The questioning shall be conducted at a reasonable hour, preferably at a time when the employee is on duty. If such questioning does occur during off-duty time of the employee being questioned, the employee shall be compensated for such time in accordance with the overtime provisions of the contract.
- B. The employee under questioning shall be informed prior to such questioning of the rank, name and command of the officer in charge of the investigation, the questioning officers and all persons present during the questioning. All questions directed to the officer under questioning shall be asked by one person at a time.
- C. The employee under investigation shall be informed of the nature of the investigation prior to any questioning.
- D. Questioning sessions shall be for reasonable periods and shall be timed to allow for personal necessities and rest periods as are reasonably necessary; provided that no period of continuous questioning shall exceed one (1) hour without a ten (10) minute rest period, without the employee's consent.

- E. The employee under questioning shall not be subject to abusive language. No promise of reward shall be made as an inducement to answering any questions; nor shall their name, home address, or photographs be given to the press or news media without their express consent.
- F. If a tape recording is made of the questioning, the employee shall have access to the tape if any further proceedings are contemplated.
- G. If the employee about to be questioned is under arrest, or likely to be placed under arrest as a result of the questioning, the employee shall be completely informed of all their constitutional rights prior to the commencement of any questioning.
- H. Prior to any conversation with an employee pertaining to disciplinary action, the Union shall be notified and allowed to be present even if the employee does not request Union representation.
- I. No employee shall be subjected to disciplinary action for appearing before a State or Federal Grand Jury at which the employee presented testimony under oath and has been sworn to secrecy.
- J. If an employee is charged with the commission of a misdemeanor or a violation of departmental rules or regulations and is suspended until such time as an Administrative Review renders a decision as to the alleged charges, the Employer shall continue to pay the employee's salary and all other benefits provided. Employees charged with the commission of a misdemeanor may be assigned within the department at the Sheriff's discretion in the event the Sheriff has determined not to suspend the employee.
- K. If an employee is suspended without pay or dismissed as a result of disciplinary action or because the employee is charged with a misdemeanor involving narcotics or with the commission of a felony or for a positive drug test, the Employer will continue to pay the employee's contractual insurance premiums until the suspension or dismissal is resolved through arbitration or court decision; and if the Employer's action is upheld or the employee is found guilty of the charges alleged against them, then the employee shall repay the County the money expended for contractual insurance premiums, which monies may be deducted from the employee's accumulated sick time, annual leave, or holiday pay.
- L. In the event the Sheriff's Office receives an administrative subpoena requesting an employee's *garrity statements*, the Sheriff or his or her designee shall notify the employee of the request. It shall then be the employee's obligation to notify the Union.

13.11

No employee will be subject to disciplinary action for taking part in political activity when not on duty and out of uniform.

## **ARTICLE 14 – ADMINISTRATIVE REVIEW AND DETERMINATION HEARING**

14.01

Any employee who has been charged by the Sheriff with a violation of departmental rules and regulations which may result in discipline greater than a written reprimand shall have an *administrative review hearing* and if requested by the Union, a hearing before an Arbitrator under the following conditions:

### 14.02           **Procedural Requirements:**

At the time the department gives the employee written notification, on a form provided as to the specifications and charge or charges brought against said employee, the department shall give written notification as to the time, date and location of the administrative review hearing, provided said notification shall be not less than fifteen (15) calendar days prior to said *administrative review hearing*. The department shall at the same time give the Union and the accused employee a copy of all documents and other evidence, which the department has in its possession or will use at the administrative review hearing and will be placed before an Arbitrator if arbitration is requested by the Union and shall also give the Union and the accused member a list of all witnesses which will be called.

### 14.03           **Administrative Review Hearings:**

- A.     An *administrative review hearing* shall be convened by the Sheriff or Undersheriff, or their designated representative. The Sheriff's designated representative shall hold the rank of Police Commander or above; however, he or she may not be a civilian member of the Department. A representative of the Labor Relations Division shall not be included in an *administrative review hearing*; this shall not preclude a County Department Head or his/her representative from attending an *administrative review hearing* when the complaint is against a Command Officer who is working in said Director's Department.
  
- B.     The conduct of the hearing shall be off the record and shall provide a free flow of information and discussion.



- C. Any proposed settlements or compromise suggested by either party at the *administrative review hearing* shall not be made known to an Arbitrator if arbitration is requested by the Union.
- D. The Sheriff, Undersheriff or their designated representative shall render his or her written findings within seven (7) calendar days of the conclusion of the *administrative review hearing*.

#### 14.04

At the request of the Union President, any discipline resulting in a suspension of fifteen (15) or more days or termination of an employee resulting from an *administrative review hearing*, shall be reviewed by the Sheriff's designee. The review shall include a meeting with the Sheriff's designee and the Union's designee to review any documents presented at the *administrative review hearing*. The meeting shall be informal and off the record and shall provide for a free flow of information and discussion. The Sheriff's designee must be a sworn member of the Department and shall maintain a higher Department rank than the *administrative review hearing* command officer.

#### 14.05

If the Sheriff's Office determines that an officer is to be suspended or discharged as a result of the *administrative review hearing*, the suspension or discharge shall take effect upon the accused employee and the Union receiving notification of said disciplinary action.

#### 14.06

The forms of discipline which an officer can be subjected to are those provided in the Sheriff's Rules and Regulations and Policy Manual Section E.

#### 14.07 **Step 3 Grievance and Demand for Arbitration:**

- A. In the event the Union determines to challenge a disciplinary suspension or discharge, the Union shall, within fifteen (15) calendar days of the receipt of the Sheriff's determination to discipline the Officer, file a Step 3 grievance and a demand for arbitration with the Labor Relations Division.
- B. Upon receipt of the Step 3 grievance and notice to arbitrate, the Labor Relations Division shall forthwith schedule a Step 3 grievance meeting with the Union's President, Vice-President and Divisional Chief Steward. The purpose of the meeting is to attempt to resolve the disciplinary action imposed by the Sheriff and to insure that

the Union has been provided with all requested documentation and access to all witnesses which the department intends to call or which the Union will need in defense of the accused Officer.

#### 14.08 **Determination Hearing Before An Arbitrator:**

The following provisions shall apply as to the conduct of the arbitration hearing and the powers bestowed upon the Arbitrator by the parties:

- A. The hearing before the Arbitrator shall take place within thirty (30) days upon receipt of the demand for arbitration. The Labor Relations Division and the President of Local 3317 will mutually select an arbitrator from the panel.
- B. Except for those Officers who have previously been suspended without pay for having been charged with the commission of any felony or a misdemeanor involving narcotics, an Officer who was otherwise discharged as a result of an *administrative review hearing* who does not have his case heard within thirty (30) days of the Union's demand for arbitration, shall be placed back on the payroll, unless the arbitration hearing has been postponed by mutual agreement of the parties or at the request of the Arbitrator.
- C. The Arbitrator shall conduct a hearing and the burden shall be upon the department to prove the charges brought against the Officer.
- D. If the Arbitrator decides that the discipline was unreasonable, under all the circumstances, the Arbitrator may modify the discipline accordingly and his/her decision shall be final and binding upon the members and the parties.
- E. All past arbitration decisions as they relate to the disciplinary provisions of the Collective Bargaining Agreement shall continue to apply and be binding as to the procedural requirements.
- F. In all disciplinary proceedings, the department shall carry the burden of proof in order to substantiate the charges and the standard shall be proof beyond a reasonable doubt. In application of this standard, the parties understand that all department charges are non-criminal in nature.
- G. The accused employee, through the Union, shall be allowed to cross-examine all the witnesses, call any and all witnesses in defense of an employee, shall have subpoena rights to all relevant documents in the possession of the Employer and have the right to subpoena any and all relevant witnesses employed by the Employer in defense of the employee.

- H. No accused employee will be required to take the witness stand and give evidence or a statement before the Arbitrator. This shall not preclude the introduction of the employee's written statements or transcribed interviews of the employee.
- I. The Union and Department shall be allowed to submit post-hearing briefs within fifteen (15) calendar days from the closing of the arbitration hearing.
- J. If the employee is found not to have been guilty of the charges brought against them, said employee's records shall be cleared of any and all communications relating to said charges.
- K. All other arbitration provisions of Article 12 which are not in conflict with this Article shall also apply.

## **ARTICLE 15 – INDEMNIFICATION**

### 15.01

Whenever an employee covered by this Collective Bargaining Agreement becomes subject to a claim, liability, judgment or monetary imposition or fine resulting from any action taken by him or her within the scope of his or her employment and during the course of his or her employment, the Employer agrees to defend, and hold harmless and indemnify the employee including all reasonably related costs, except in a criminal proceeding in which the employee is found guilty of a crime. The determination of whether an employee was acting within the scope and course of his or her employment shall be made on behalf of the Employer by the Corporation Counsel. The Corporation Counsel shall consult with the Sheriff in making this determination. This determination may be subject to the grievance procedure. All settlements are subject to the approval of the Employer.

### 15.02

The costs of defense shall be limited to the usual and customary fees and costs charged for similar legal work by most attorneys practicing in the County of Wayne, Michigan.

### 15.03

All claims for damages to an employee's private vehicle and any claims asserted against an employee resulting from the operation of his or her private vehicle, while acting within the scope of his or her employment shall be submitted directly to the Employer and shall be handled in accordance with this Article.

15.04

Upon receipt of notice of any claim or action, the employee shall immediately notify the Corporation Counsel in writing.

15.05

This Section shall apply to all matters when the claim is filed or the liability, judgment, monetary imposition or fine is imposed during the term of this Agreement although the precipitating event occurred before the term of this Agreement commenced.

15.06

In the event the Corporation Counsel has made the decision to defend, hold harmless and indemnify an employee but cannot represent that employee due to a conflict of interest, the Corporation Counsel shall appoint the attorney who will represent the employee.

## **ARTICLE 16 – MANAGEMENT RIGHTS**

16.01

The Employer shall have and possess the exclusive right to manage its agencies, departments and offices and to direct its affairs, operations and the services of its employees, except where in conflict with or changed by the provisions of this Agreement.

16.02

The Sheriff may cause reasonable rules of conduct and disciplinary procedures which are not in conflict with Article 13 to be compiled in a departmental manual which shall be furnished to all employees in the Bargaining Unit. The Sheriff shall have the right to amend the departmental manual at his or her election with appropriate modifications or deletions. Actions implementing the manual shall be equitable and uniformly applied.

## **ARTICLE 17 – CIVIL SERVICE RULES**

17.01

To the extent they are not in conflict with other provisions of this Agreement, the existing Wayne County Civil Service Rules as revised to August 27, 1976, are incorporated by reference into this Agreement. No modification, deletion or change shall be effective without prior notification and bargaining and the mutual agreement of the parties.

## **ARTICLE 18 – DRUG POLICY**

In accord with the Drug Free Work Place Policy adopted by the County of Wayne, the following standards and procedures are established:

### **18.01        Reasons For Testing:**

A.     The County's program includes the following:

1.     Pre-promotional: Testing an employee who is selected for promotion.
2.     Transfer: Testing an employee who is transferred to a job of a sensitive nature (e.g., Drug Enforcement, Internal Affairs, and other jobs designated by the Review Committee).
3.     Return to Work: Testing an employee who has been off work for over thirty (30) calendar days.
4.     Random: Random testing of all employees in the bargaining unit as determined by computer lottery selection or other such method.
5.     Based Upon Reasonable Suspicion: Testing when a representative of the Employer can point to objective facts from which can be drawn rational inferences, in light of the representative's experience, that the employee is under the influence of, using, selling, dispensing, or in possession of any controlled substance unlawfully.
6.     Follow-up: Testing as part of counseling or rehabilitation.

- B. Orders for testing will come from the Director or Deputy Director of the Department of Personnel/Human Resources or the Labor Relations Director. Orders for testing shall be documented in writing. Documentation shall include the reason for the order.
- C. An employee who refuses to submit to a drug test in accord with this policy shall be permanently removed from the County service.

**18.02 Testing Procedure:**

Procedures shall provide the greatest individual privacy possible, while safeguarding the program against submissions of altered or substitute specimens.

**A. Completion of Testing Form:**

1. The employee may be asked by the collection facility to furnish only such information in writing as is necessary to insure the integrity of the specimen collected, including information verifying the identity of the employee and, if possible, identifying any prescription or nonprescription medication or alcohol recently ingested by the employee.
2. A multi-part numbered form consisting of identification information and other data, including numbered specimen identification labels, shall be completed at the collection facility.
3. A copy or photocopy of the Laboratory Testing Form, completed and containing the same number as the master record and specimen labels, shall be given to the employee on completion of the specimen collection procedure.

**B. Collection of the Sample/Specimen:**

1. Clean and previously unused collection and storage containers of the type utilized by medical facilities for bodily fluids will be supplied by the testing laboratory for urine collection. The employee may reject any container he or she feels has been contaminated.
2. Privacy Area: Urine collection shall be conducted at the collection facility in a manner which provides a high degree of security for the specimen and freedom from adulteration. The employee may choose to be witnessed by a facility representative of the same sex while submitting a specimen. If the employee chooses not to be witnessed, the collection site person shall ask the individual to remove any unnecessary outer garments that might conceal items or substances that could be used to tamper with or adulterate his or her urine specimen. Also, all personal belongings must remain with the outer garments; a secure area for valuables and firearms will be provided. The employee shall

be instructed to wash and dry his or her hands prior to submitting the required specimen. The volume of the specimen must be at least 60 mls. for the screening test and confirmation test. The employee may be given a reasonable amount of liquid (e.g., a glass of water) to assist in producing an adequate specimen and a second specimen if requested. Site personnel shall determine if the specimen contains at least 60 milliliters of urine.

A second test may be requested only if the first specimen is suspect because of adulteration or not a genuine sample. The employee will not be unreasonably delayed.

3. Both the employee being tested and the collection site person shall keep the specimen in view at all times prior to its being sealed and labeled. The collected specimen shall be deposited by the collection site person into a storage container. The cover will then be secured and sealed with a tamper proof tape by the collection site person and witnessed by the employee being tested. After the specimen has been provided to site personnel, the individual shall be allowed to wash his or her hands. The label will be signed by the (site person, and if so desired, by the employee, with date and time noted, and secured to the container. The storage container should then be placed into a plastic bag along with a "chain of custody record" with appropriate entry and the plastic bag will be sealed with plastic evidence tape.
4. The sealed plastic bag containing the specimen storage container will be placed in a locked refrigerator utilized only for storage of specimens to be tested. A log book shall be kept of anyone who enters the refrigerator.

**C. Laboratory Procedure:**

1. An employee of the testing laboratory shall remove the sealed plastic bag from the refrigerator at the collection facility, verify the integrity of the bag and transport sealed plastic bag to the testing laboratory, where the date, time, name, and signature of the receiving person is entered on the chain of custody record. Laboratories must comply with applicable provisions of any Federal and State licensing requirements. Accredited laboratories must have the facility and capability, on site, of performing screening and confirmation tests for each drug or metabolite for which service is offered and requested.
2. The testing laboratory shall maintain a chain of custody record of any individual handling or testing an employee's specimen.
3. **Lab Test:**
  - (a) The initial screening test will be of the RIA or EMIT type. If a positive result is obtained, a confirmation test will then be conducted.

- (b) A confirmation or follow-up test will be of the Gas Chromatography/Mass Spectrometry method and shall be conducted by the same laboratory which performed the initial screening. The laboratory shall be required to specify the metabolites tested for, the cut-off levels and the testing procedure used in each drug classification.
- (c) In determining whether a test result is positive, the laboratory shall use the following cut-off levels:

	<b>Initial Test Level</b>	<b>Confirmatory Test Level</b>
(1) Amphetamines.....	1000 ng/ml	500 ng/ml
(2) Barbiturates .	300 ng/ml	200 ng/ml
(3) Cocaine Metabolite .....	300 ng/ml	150 ng/ml
(4) Marijuana Metabolite .....	100 ng/ml	15 ng/ml
(5) Opiates ....	300 ng/ml	300 ng/ml
(6) Phencyclidine (PCP).....	25 ng/ml	25 ng/ml

The Union will be notified of any changes in cut-off levels which are set in accordance with levels determined by the Michigan Commission On Law Enforcement Standards.

4. On completion of all testing:

- (a) A signed, dated, timed and contemporaneously written report from the laboratory must be submitted to the collection site within one week of the test. Upon request, the report shall be made available to the employee immediately after its receipt by the Employer.
- (b) Negative specimens will be discarded. The chain of custody record, and all other reports pertaining to the test will be kept by the testing laboratory for two (2) years.
- (c) If the test is positive, the employee may request, and shall be furnished, the information available regarding:
  - (1) The type of tests conducted;
  - (2) The results of the test; and
  - (3) The cut-off level of the methodology employed.



The employee may either request that the remainder of the specimen be retested by the testing laboratory or that the remainder of the sample be sent to another independent testing facility (following the same chain of custody and cut-off levels outlined in this policy) for retesting. If the subsequent test is positive, the cost would be borne by the requesting employee. If, however, the subsequent test is negative, the County shall bear the cost of the second, independent test. The remaining preserved specimen will be frozen and properly secured in a long term locked storage area for a period of two (2) years. The chain of custody record, and all other reports pertaining to the test, will be kept by the testing laboratory for two (2) years. The chain of custody records will upon request be provided to employees testing positive.

**D. Choice of Collection Facility and Testing Laboratory:**

In the event the Employer wishes to change the current collection facility or testing laboratory, the procedures utilized in any subsequent collection facility or testing laboratory shall be as specified elsewhere in this Agreement. Any such facility or laboratory shall be licensed by the State or Federal Government. The Union will be informed and shall be given the opportunity to inspect any new facility or laboratory.

**E. Review Committee:**

A Review Committee including the President of Local 3317 or a designated representative shall be formed by the Director of Personnel/Human Resources to review the County's Drug Testing Program on an ongoing basis and to make recommendations to the Director.

**18.03 Consequences of Violating The County Drug Policy:**

Disciplinary action will be initiated against any employee found to be in violation of the County drug policy.

In general, where use, possession, sale or distribution of illegal drugs would be a basis for a felony or misdemeanor charge, the employee shall be discharged. Discharges for violation of the drug policy shall not be subject to grievance arbitration unless it involves a challenge regarding the procedural provisions of Article 18.02.

**18.04 Confidentiality:**

All records pertaining to the initiation and administration of this policy shall be strictly confidential by the Department of Personnel/Human Resources. Only those County employees who have a need to know shall have access to any records or reports. All others must have the written permission of the employee. Copies shall be made available to the employee.

18.05           **Grievance Procedure:**

Any disputes concerning the interpretation or application of this policy shall be subject to the grievance procedure. Grievances shall be initiated at the Labor Relations step within the grievance procedure as indicated in this Agreement.

18.06           **Hold Harmless Provision:**

The Employer agrees to indemnify and save harmless the Union and its employees, from and against all claims or suits arising out of the implementation of this drug policy, pertaining to the acts or omissions of the Employer or its agents. The Union agrees to indemnify and save harmless the Employer, and its agents, for and against all claims or suits arising out of the implementation of this drug policy, pertaining to the acts or omissions of the Union, or its agents. Said indemnification shall take the form of the defense and payment of any judgments or settlements.

18.07

This Article supersedes all other agreements regarding drug policies and testing.

**ARTICLE 19 – RESIDENCY**

19.01

Employees must reside in the State of Michigan in accord with state law and department policies.

**ARTICLE 20 – SENIORITY**

20.01

Employees promoted into the Bargaining Unit shall have their seniority rating counted on a bargaining unit basis. Employees promoted to the rank of Lieutenant shall have their seniority counted on a seniority-in-grade basis.

## 20.02

Time spent in the armed forces on military leave of absence, other authorized leaves, and time lost because of duty connected disability shall be included. For the purpose of this Agreement, new employees shall acquire regular status upon completion of their probationary period, which shall date from the date of entry into the Bargaining Unit.

## 20.03

In the event an employee is separated from the Sheriff's Department as a result of disciplinary actions and subsequently reinstated to their position, his or her seniority shall be maintained from the original date of hire pursuant to Article 20.01.

## 20.04

The Sheriff shall maintain a seniority list which shall include the current seniority rating of all employees covered by this Agreement. The seniority list shall contain the employee's original date of appointment, and any change thereof, including changes in classification. The seniority list shall be furnished to the Union not later than sixty (60) days following approval of this Agreement by the parties thereto, and shall be maintained on a current basis thereafter.

## 20.05

An employee shall lose his or her seniority rating for the following reasons only:

- A. Resignation or voluntary quit.
- B. Discharge or permanent removal from the payroll and the separation is not reversed through the grievance procedure or other operation of law.
- C. Does not return to work when recalled within five (5) working days after receipt of notice of recall from layoff.
- D. Does not return to work at the expiration of an approved leave of absence without a valid and acceptable reason to the Sheriff.
- E. Absence from work for five (5) consecutive working days without a proper and valid notice of such absence to the Sheriff within the five (5) day work period, shall be deemed a voluntary quit.
- F. Voluntary or regular service retirement.

- G. If an employee is promoted out of this Bargaining Unit, his or her seniority shall not accumulate but shall be frozen. Upon returning to the Bargaining Unit, time served outside the Bargaining Unit will not be counted towards Bargaining Unit seniority, and the employee shall start accumulating seniority from the date they return to the Bargaining Unit.

20.06

In the event of a tie in seniority, the tie shall be broken by the employee's ranking on the Civil Service eligible list from which the employee was certified.

20.07

In the event of a scheduled layoff, notwithstanding their position on the seniority list, those union officers and representatives directly involved in the grievance procedure shall be retained in their respective shifts and work locations provided that in the event the classification, shift or work location is eliminated, they shall be assigned to a budgeted position within their classifications. If a dispute should arise as to where the aforementioned shall be assigned, the dispute shall be a proper subject for a Special Conference.

20.08

Recall shall be in accordance with Article 20 Seniority.

20.09

In the event Wayne County is required to layoff Police Sergeants, or other Command Officers, they shall have the right to bump back into their former classification in accordance with the provisions of this Agreement. All employees either demoted or laid off shall have their names placed on the recall list for their respective classification and shall be guaranteed the first promotion to the respective classification.

20.10

In the event there are demotions or layoffs in the classification of Police Commander, Police Lieutenant or Police Sergeant, the following procedure shall be used:

- A. Seniority as defined in Article 20.01 and 20.05 (G) shall prevail and be the determinant in reducing personnel to lower classifications.

- B. All Police Lieutenants or Police Sergeants who have not obtained status (not completed their probationary period of 1,040 straight time hours of work), shall be reduced to their last classification in which they had regular status before others in the same classification who have regular status are reduced.
- C. When the Employer determines that positions in the classification of Police Lieutenant and Police Sergeant are to be filled, said positions shall be filled by those persons reduced on a last reduced, first recalled basis, and so on.

#### 20.11

The names of employees laid off or demoted shall be placed on a Recall List in order of their seniority, pursuant to 20.01. Probationary employees shall be deemed to have status for the purpose of recall, provided, that upon recall the employee shall serve ninety (90) days or the remaining portion of their probationary period, whichever is longer. All vacant and new Bargaining Unit positions shall be filled from the appropriate recall list before any other promotion to that classification may occur.

#### 20.12

Employees may elect to be paid in cash for all accumulated leave time upon separation from County service due to lay off. As an alternative, an employee may bank this time for immediate use on recall or for cash at a future date. Employees choosing to be paid should complete a Leave Accumulation Election Form (CS-360), available from the Department.

#### 20.13

An employee on layoff shall continue to earn seniority while on layoff up to and including two (2) years; said seniority shall be used for all rights and benefits under the contract. No retirement benefits shall accrue to an employee on layoff.

#### 20.14

Notices of layoff shall be prepared by the Employer. The employee shall be notified at least two (2) weeks prior to the effective date of the layoff. Notice shall be made by personal service or letter by U.S. Certified Mail to the employee's last known address.

- A. Notice of recall from Layoff shall be by certified mail to the employee's last known address.

## ARTICLE 21 – TRANSFERS

### 21.01

All Bargaining Unit positions in the department shall be filled from a list compiled pursuant to a specific posting. The Sheriff shall post vacant positions for ten (10) days. All employees in the classification who request transfer to the vacant position shall have their name placed on this list. Further, all vacancies shall be filled from the list as spelled out in the following subsections. When no employee "bids" for an open position, it shall be filled by the employee in that classification with the least seniority.

### 21.02 **Appointments Made by the Sheriff or County Executive:**

A. The following assignments shall be filled at the discretion of the Sheriff in accordance with Section 21.01:

1. Canine Unit
2. Civil Process/FOC Enforcement Units/Felony Warrants
3. District Court Sergeant
4. \*Drug Enforcement Units
5. \*Executive Lieutenants and Executive Sergeants **[see section 21.02(B)]**
6. Explosive Ordinance Disposal Supervisor
7. Felony Warrant Squad
8. \*Internal Affairs Section
9. Marine Patrol
10. Municipal Support Enforcement Unit
11. Photo Lab/I.D. Bureau
12. \*Plain Clothes Investigative Units
13. \*Police Property
14. \*Regional Dispatch Sergeants and Lieutenants
15. Secondary Roads
16. Special Projects Sergeant - Jail Division III
17. \*Special Weapons and Tactics Unit
18. Training Sergeants

Removal from the positions marked with an asterisk (\*) shall be at the sole discretion of the Sheriff. Removal from all other positions shall be for documentable cause. For the purpose of this agreement, the term "documentable cause" shall be related to job performance.

- B. The number of appointments to Executive Staff Lieutenants and Sergeants shall be determined by the Sheriff and shall be established by discretionary transfers into the positions cited in this paragraph. Lieutenant and Sergeant positions designated as or obtained by the seniority bid process shall not be reclassified as Executive Lieutenant or Executive Sergeant, unless agreed to by the Union President. The total overall number of Executive Lieutenants and Sergeants shall not exceed thirty (30) positions, unless agreed to by the Union President.

**Sheriff's Department:**

1. Civil Process/FOC Enforcement/Felony Warrants Lieutenant or Sergeant
2. Discipline Lieutenant
3. Drug Enforcement Lieutenant
4. Internal Affairs Lieutenant
5. Jail Division I Lieutenant
6. Jail Division II Lieutenant
7. Jail Division III Lieutenant
8. Court Services Lieutenant
9. Marine Unit Lieutenant or Sergeant
10. Road Patrol Lieutenant
11. Training Lieutenant
12. Administration Sergeant
13. Identification Bureau Sergeant
14. Internal Affairs Sergeant
15. Reception Diagnostic Center (RDC) Lieutenant

**County Executive's Office:**

16. Administration Lieutenant(s) or Sergeant(s)

**Department of Children and Family Services - Warrant Enforcement Bureau:**

17. Lieutenant
18. Adult Enforcement Services Sergeant
19. Juvenile Enforcement Services Sergeant

**21.03 Appointments Made by the County Executive:**

Appointment to and removal from the following positions shall be at the sole discretion of the County Executive or his designee:

- A. C.E.O. Security Detail
- B. Children and Family Services

21.04      **Seniority Transfers:**

The Sheriff shall fill all positions in the following units by seniority, as defined in Article 20.01.

A.      Court Services Division and Jail Divisions I, II, and III - Support Services

Removal from both the Court Services Division and from Jail Support Services shall be at the sole discretion of the Sheriff.<sup>1</sup>

B.      Jail Divisions I, II, and III - Security

Removal from Jail Security shall be through the disciplinary process, as defined in Article 13.

C.      Park Patrol

Removal from Park Patrol shall be for documentable cause.

D.      The Union must institute annual seniority bid sheets for Sergeants and Lieutenants desiring seniority bid assignments.

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1      The Sheriff or Undersheriff may convene a Special Conference regarding substantial job performance deficiencies of an employee. The employee has a right to attend, and may bring his or her union representative. At the Conference, the Sheriff or Undersheriff shall identify specific job performance problems, and where appropriate, training, counseling, and other types of assistance may be provided to help the employee learn the job duties and meet performance requirements. The employee and his or her union representative shall have an opportunity to provide information concerning the employee's work, training opportunities, or other circumstances relevant to his or her job performance. After the Conference, the Sheriff or Undersheriff and the union representative will jointly prepare a memorandum, indicating the topics discussed and any results of the Conference.

Following the Special Conference described in this section, the Sheriff or Undersheriff has sole discretion to order the employee's non-disciplinary removal from the position. This decision shall not be subject to the grievance procedure. The job performance deficiencies resulting in the employee's non-disciplinary removal shall not be considered in subsequent disciplinary proceedings.

However, if an employee engaged in conduct that could require discipline, as well as removal from a position, then the matter may be handled through the discipline process, and not be the subject of the Special Conference described in this section.



**21.05 Rejection of Seniority Transfer:**

Seniority transfers may be rejected by the Sheriff for the following:

- A. Usage of more than ten (10) sick days without approved medical documentation within a twelve (12) month period.
- B. Employees with a disciplinary record containing in excess of the cumulative total of three (3) days suspension time of record, within the preceding twenty-four (24) months.
- C. If an employee is refused a transfer for their disciplinary record, the employee may make a request to the Sheriff, in writing, requesting the reasons for said refusal, within ten (10) calendar days of the Sheriff's refusal. The Sheriff shall respond within ten (10) calendar days of receipt of the request from the employee.

**21.06 Permanent Transfers:**

An employee transferred pursuant to his or her "bid" shall be entitled to a thirty (30) day trial period during which the employee may elect to return, or may be returned, to the employee's former job assignment, provided that, if returned by the Sheriff, written reasons for such action shall be given the employee and the Union at the time of return.

**21.07**

If during the thirty (30) day period, the Sheriff or the employee elects to return or be returned to their former job assignment, said return shall be made within fourteen (14) calendar days of the written request to the Executive Division. If the job assignment being vacated is a specialty position and a list of qualified officers does not currently exist, then the employee may be required to remain in the position until a qualified list is established.

**21.08 Temporary Transfers:**

Temporary transfers to vacant positions may be effected by the Sheriff, provided such transfers shall not exceed a sixty (60) calendar day period, without agreement of the Union. This section shall not be utilized to avoid any of the transfer provisions set forth in this Article nor to circumvent the disciplinary due process provisions set forth in this Agreement.

Persons transferred to temporary positions shall be returned to their former assignments when the temporary transfer terminates.

21.09           **Lateral Transfers:**

Lateral transfers shall be allowed between agreeing employees and shall be subject to the approval of the Sheriff or his or her designee and the Union President or designee.

21.10

The Union may request a Special Conference pursuant to Article 11 for resolution of transfer or assignment disputes.

21.11           **Job Assignments/Jail Divisions:**

Command Officers assigned to Jail Divisions I, II, and III shall be assigned to one of two Units. Unit I shall be Jail Security and will consist of positions formerly entitled Jail Security Services, Lobby Desk, or Master Control. Unit 2 shall be Support Services which will include positions formerly entitled Registry, Transportation, RDC, Recreation, and Inmate Property.

21.12           **Interchangeability Of Security Command Officers:**

Command Officers assigned to Jail Security may be assigned to any work location of the same rank in Jail I, II, or III on a daily basis, provided said officers are not removed from their shift assignment and such assignment is made on a low seniority basis. In the event it is determined that one of the three Jails will have a manpower shortage on any given day, the Sergeant with the least seniority may be assigned to the shortage location for that particular day.

21.13           **Command Officer/Support Services:**

Command Officers assigned to Support Services shall be interchangeable and can be required to work any position of the same rank within the Unit on a daily basis. Such employees are to remain familiar with the duties, responsibilities, and functions of each of the jobs within the Support Services Unit upon receiving specific instructions for Support Services positions.

Support Services Command may also be assigned to fill vacancies of the same rank within Jail Security, provided said officers are not removed from their shift assignment and such assignment is made on a low seniority basis. Jail Security Command Officers may also be assigned to Support Services when needed, upon receiving specific instructions for Support Services positions.

21.14

It is understood between the parties that a reasonable number of Command Officers will be assigned to the Jails.

**21.15 Shift Preference:**

Shift assignments shall be open for bid on February 1st through February 15th, to be effective the first shift change after March 1st annually, and on August 1st through August 15th, to be effective the first shift change after September 1st annually. Bid preferences will be recorded and retained throughout each six (6) month period and be utilized in the event a position is vacated by promotion or transfer. Officers who had bid during the bid period shall be given first preference to fill such vacated positions.

21.16

An employee may elect to bid for a shift assignment within their Division and Unit based upon their seniority. An employee, if otherwise qualified, shall be placed on the requested shift provided the employee has greater seniority than any other employee in the division/unit bidding for the same.

**21.17 Equal Balance Units**

New uniform units created by the Sheriff and previously existing units requiring alternating seniority and discretionary appointments shall maintain an equal balance of discretionary and seniority bid positions within the respective units. Accordingly, one half (1/2) of the positions within an equal balance unit shall be appointed at the Sheriff's discretion and one half (1/2) of the positions shall be filled by seniority bid. As employees transfer from or otherwise vacate equal balance units, the Sheriff will utilize the same method by which the incumbent initially entered the unit (i.e., discretion or seniority bid) in order to fill the vacated position.

## **ARTICLE 22 – PROMOTIONS**

22.01

The preparation and administration of promotional examinations shall be the responsibility of the Department of Personnel/Human Resources in accordance with the provisions of this Agreement. In accordance with Article 18, Section 18.01(A)(1), all promotions are contingent upon the employee successfully passing a pre-promotional drug test.

In accordance with Article 20, Section 20.01, all promoted employees shall be subject to a probationary period not to exceed 1,040 straight time hours worked in order to demonstrate an ability to perform the duties and responsibilities of the position. Should the employee's work performance at any time during the probationary period be unsatisfactory in the new position, the employee may be returned to a vacant position in his or her former classification.

## 22.02

Promotion to the classification of Lieutenant shall be by way of promotion of a Sergeant who meets the following requirements:

- A. Have status in the classification of Police Sergeant, including the specialty classification(s) in the Wayne County Sheriff's Department and two (2) years of seniority in the classification of Sergeant immediately preceding the date the examination is to be given.
- B. Pass a written examination which shall account for sixty-five percent (65%) of the total score, the minimum passing score on said written examination shall be seventy-five percent (75%) with the maximum passing score on said written examination being one hundred percent (100%).
- C. Higher education shall account for five percent (5%) of the total score: One and one-quarter (1-1/4) points for each thirty (30) college semester hours.
- D. All Sergeants having passed the written test for Police Lieutenant shall participate in the following:
  1. The Department of Personnel/Human Resources may elect to use an Assessment Center Testing Process or the traditional Oral Interview Board.
  2. The "Assessment Center" shall consist of the same exercise components for all candidates. All exercises shall be observed by a representative of the Examinations Division.
  3. The traditional Oral Interview Board shall consist of three (3) persons who are actively involved in the Criminal Justice System:
    - (a) Two (2) persons designated by the Department of Personnel/Human Resources.
    - (b) One (1) person designated by the Sheriff, who shall be required to participate on all Oral Boards or Assessment Centers for all candidates for that test administration.

- E. The "Assessment Center" or traditional Oral Interview Board shall account for thirty percent (30%) of the total score.

#### 22.03

An employee who has been assigned a duty assignment out of Wayne County by the Sheriff's Department or an employee who is fulfilling a military training obligation, shall be allowed a subsequent alternate written examination date upon written request to the Department of Personnel/Human Resources prior to the examination date.

An employee who is hospitalized on the date of an examination shall be allowed an alternate examination date upon written request to the Personnel/Human Resources Department. This section shall not require an alternate examination when an employee is hospitalized for more than ninety (90) days.

#### 22.04

An employee shall not have his or her name removed from a promotional eligible list except by termination of employment, or for not more than ninety (90) days as a result of criminal charges being brought against the employee. In the event the employee is vindicated, they shall be promoted retroactively and made whole.

#### 22.05

The Sheriff must promote the highest person on the promotional eligible list for all vacancies in the Sheriff's Department.

#### 22.06

All temporary positions shall be filled from the existing promotional eligible list.

#### 22.07

Veteran's preference or disabled veteran's preference shall not be used as a factor in promotional examinations.

#### 22.08

Promotional lists for Police Lieutenant shall be in effect for twenty-four (24) months.

## 22.09

All positions of Police Lieutenant shall be filled by promotion of an employee in the Bargaining Unit. Provisions of the Rules of The Department of Personnel/Human Resources for re-employment or re-instatement from resignation shall not apply to positions covered by this section. There shall be no payroll encumbrance on any vacant position in the Bargaining Unit. The Departments shall fill a vacant budgeted position within twenty (20) calendar days after the position becomes vacant.

## 22.10

The Police Lieutenant examination will be announced in July during even numbered years. Applications will be accepted for thirty (30) calendar days after the announcement. The eligibility list for Police Lieutenant will be established no later than the first Friday in November.

Employees whose names have been placed on a recall list as a result of a lay off may compete in any promotional examination for which they would have been eligible had such lay off not occurred.

Employees denied permission to compete in an examination may make written appeal within ten (10) calendar days to the Civil Service Commission. The decision of the Civil Service Commission shall be final and shall not be subject to the grievance procedure.

## 22.11

If an employee declines a promotion to a permanent position, two times within the eligibility period, he or she shall have their name permanently removed from the promotional eligibility list unless a waiver is granted by the Personnel Director.

An employee's name shall be permanently removed from a promotional eligibility list where the employee separates from employment with the County of Wayne.

## 22.12

Not later than ten (10) calendar days after the release of the written test result, an employee may appeal his or her promotional rating in writing to the Civil Service Commission for the following reasons:

- A. The points on the written examination were not totaled properly.
- B. The education points were not totaled properly. (Points shall be totaled in strict compliance with Article 22.02(C)).

- C. The overall final score was not totaled properly.
- D. A question had more than one (1) answer or was ambiguous.

A previously scored answer shall not be changed to "incorrect" as a result of an appeal.

It shall be the responsibility of the appealing employee to contact the Department of Personnel/Human Resources to obtain the meeting date which his or her appeal will be decided and to notify said department of his or her intent to attend the meeting. The decision of the Civil Service Commission shall be final and shall not be subject to the grievance procedure.

#### 22.13

Employees holding the rank of Lieutenant with a minimum of eighteen (18) months seniority-in-grade in the Bargaining Unit wishing to be considered for appointment to the rank of Police Commander shall indicate their interest by submitting a written application to the County Personnel Director.

#### 22.14

Eligibility as determined by the County Personnel Director and the Sheriff shall be based upon the employee's work record, education and experience and may include an oral or written examination or assessment center.

#### 22.15

The County Personnel Director shall certify to the Sheriff a list of eligible employee(s) for each vacancy.

#### 22.16

The Sheriff will then appoint from the list of certified eligibles the employee considered by the Sheriff to be best able to perform the duties of a Police Commander.

#### 22.17

The employees appointed to the position of Police Commander at the time this Agreement takes effect or during its term shall, at the time their appointment is revoked or if they voluntarily relinquish their appointment, return to the Bargaining Unit at the rank held at the

time of their appointment to Police Commander. This right, to return to the Bargaining Unit, may not apply where a Police Commander's appointment is revoked for disciplinary reasons or if a position vacancy does not exist in the rank formerly held. If a vacancy does not exist the employee will be placed on layoff and on a recall list for the former rank based on time in classification.

22.18

The rate of pay for the returning employee shall be that rate as established by the Collective Bargaining Agreement for the former rank held and equivalent to the rate for employees with the same rank and seniority.

## **ARTICLE 23 – WORK WEEK SCHEDULE**

23.01

The standard payroll work week shall begin at 12:01 A.M. on Monday and end at Midnight on Sunday. With the exception of Article 23.08 below, such work week shall consist of five (5) scheduled eight (8) hour work periods on as many service days unless otherwise agreed upon by the parties. The two (2) or more remaining days in the payroll week shall be known as "off days". An employee shall not be required to work more than eight (8) consecutive days except during a state of unexpected emergency. An emergency situation shall be defined as an event which causes a change in the work week which would not have taken place otherwise. An employee shall not be assigned split leave days, except upon mutual agreement between the County and the Union.

23.02

An employee shall be entitled to a meal period of not less than thirty (30) minutes during his or her regular work shift. Insofar as possible, meal periods shall be scheduled on a regular basis by the Department or in relation to the operational needs of each Division.

23.03

With the exception of Article 23.08 below, no work week shall consist of less than forty (40) straight time hours.



23.04

Employees required by the Sheriff or his designated representative to remain in the jail for lunch periods shall be furnished an adequate meal prepared by the food service department during the lunch period in lieu of leaving the jail premises for this purpose during their assigned work shift.

23.05

The Employer expressly agrees to provide a suitable lunch room facility for the exclusive use of employees assigned to the Old County Jail and the Andrew C. Baird Detention Facility and the Hamtramck Jail during their regular work shifts.

23.06

Employees in the classification of Lieutenant shall be assigned to all shifts and shall have Saturday and Sunday as "Off Days" and shall not be assigned to work holidays with the following exceptions:

- A. All Lieutenants assigned to the Jail Divisions may be assigned to weekend or holiday duty on a rotation basis.

23.07

All Lieutenants may be assigned overtime by the Sheriff, or his or her designee.

23.08

During the term of this Agreement, the parties shall, at the request of any party, convene a Labor Management Committee for the purpose of establishing a twelve (12) hour shift schedule. The Committee representatives designated by each party shall be knowledgeable and conversant with law enforcement and jail facility staffing requirements, and shall not exceed two (2) representatives for the County, two (2) representatives for the Sheriff, and two (2) representatives for Local 3317. Additional representatives will be invited to attend, upon the agreement of all parties, where certain information or expertise is required. If a twelve (12) hour shift schedule is adopted by the Committee, it may be established on a limited or experimental basis and may have a fixed duration. Employees may be allowed to staff the new schedule on a voluntary basis and benefits will be computed with a proportional formula as needed. Waivers from weekly overtime requirements shall be requested from federal, state, or local agencies where the adopted twelve (12) hour schedule would be too costly or

unreasonably restricted by those requirements. If any party desires to end the twelve (12) hour shift schedule, after a trial period of at least twelve (12) months, they may do so by giving a thirty (30) day written notice to the other parties.

Unless there is a unanimous vote to adopt a twelve (12) hour shift schedule, there will be no unilateral change in Article 23 as it relates to the implementation of a shift schedule greater than eight (8) hours.

## **ARTICLE 24 – OVERTIME**

### 24.01

Time and one-half the employee's regular hourly rate of pay shall be paid for work performed under the following conditions:

- A. All hours of work in excess of eight (8) hours in one (1) day.
- B. All hours of work in excess of forty (40) hours in any (1) work week, except as noted in Section 24.03 through 24.05.
- C. All hours of work on the sixth (6th) day worked of the member's work week.
- D. Upon mutual agreement between the Union and the Employer, the requirements set forth above in A and B may be waived to allow shortened work week scheduling.

### 24.02

Double time the employee's regular rate of pay for all work performed on the second leave day of the employee's work week, provided the employee receives forty (40) hours of paid time for the work week (vacation, sick, holiday and PBL days shall be included as hours worked).

### 24.03

An employee's assigned work hours shall not be changed once the monthly schedule has been posted, except by mutual agreement between the employee and the Division Commander or in the event of a declared Departmental emergency or upon twenty-four (24) hours notice to the employee scheduled for training to accommodate training programs.

#### 24.04

An employee's regularly scheduled off day shall not be changed for the purpose of avoiding payment of overtime.

#### 24.05

An employee's claim for overtime pay under two (2) or more provisions of this Agreement shall receive only the greater of these benefits.

#### 24.06

Overtime hours shall be divided as equally as possible among employees of the same classification within each Division. An up to date listing showing overtime hour credits will be posted in a prominent place within each Divisional Shift Command Office. Whenever overtime is required:

- A. Initially, overtime will be offered on a seniority basis from a listing developed by the Divisional Steward. Thereafter, the Command Officer with the least number of overtime credits will be called first and offered the assignment.
- B. Should the offer be declined or other assignments exist, the Command Officer with the second least overtime credits will be called, and so on until the list is exhausted.
- C. Should volunteer overtime be refused by those offered, Command Officers within the appropriate classification may be ordered to work on a reverse seniority rotational basis. Such order to work overtime may only be issued by the next higher rank officer to the classification to be worked.
- D. All overtime worked four (4) hours or more will be credited in the overtime book to the Sergeant working the overtime, regardless of where the overtime is worked.
- E. It is expressly agreed between the parties that an employee shall not be ordered to work in excess of fifty-six (56) hours in one work week.

#### 24.07

The overtime listing shall be prepared on an annual basis by the Division Steward (first schedule period in March) and shall be updated by the Command Officer making the overtime assignment. Overtime credits equal to the hours of overtime to be worked will be added to those listed for the member receiving the assignment.

- A. For the purpose of this Article, employees who refuse overtime or who are not available for assignment shall have an equal number of overtime hour credits added to their total as if they had worked.
- B. Command Officers newly assigned or returning from Workers' Compensation will be credited with overtime credits equal to the maximum worked by the same classification in the Division. Thereafter, overtime may be offered once the returning employee's overtime credits become least in the Division.

#### 24.08

It shall be the responsibility of the Division Steward to audit the posted overtime list and notify the Division Commander of apparent inequities. In the event an employee is missed for overtime, the Shift Commander will place the employee's name on a "missed overtime listing" and offer the employee the next available opportunity to work overtime.

#### 24.09

All overtime shall be paid in cash not later than the pay period following the period in which it was earned.

#### 24.10

There shall be no compensatory time earned or credited in any way for any purpose by any employee in the bargaining unit on or after September 26, 1995, except for employees assigned to the Drug Enforcement Units or any other unit covered by a specific Letter of Understanding.

#### 24.11

All grievances concerning Article 24.06 through 24.10 will be initiated at Step 1 of the Grievance Procedure (Article 12) and the Commander shall make every effort to resolve the grievance at this step.

#### 24.12

Employees may request use of Compensatory time and shall be permitted to use such time within a reasonable period after making the request if the use of the Compensatory time does not unduly disrupt the operations of the Department. However, management reserves the exclusive right to mandate use of such Compensatory time upon forty-eight (48) hours notice to the employees, unless otherwise agreed between management and the affected party.

The parties intend to comply with the provisions of the FLSA. In no event shall Compensatory time be factored into AFC for retirement purposes. This paragraph supersedes any provisions in Article 24.02 of this Agreement.

## **ARTICLE 25 – EXTRA TIME PROVISIONS**

### **25.01 Call-In-Time:**

An employee called in for duty other than as defined in Article 24 shall be compensated at their regular rate of pay for a minimum of four (4) hours in accordance with the provisions of Article 24 providing that call time does not overlap their regular shifts.

### **25.02 Department Standby Time:**

In the event of a departmental emergency alert ordered as a result of riot, insurrection, or general civil disturbance, an employee required to remain on stand-by duty shall be paid at the rate of fifty percent (50%) of their regular rate of pay.

### **25.03 Off-Duty Court Attendance:**

All off-duty court appearances shall be compensated at a minimum of three (3) hours at the employee's regular rate of pay.

## **ARTICLE 26 – HOLIDAYS**

### **26.01**

All full-time employees in the Bargaining Unit shall be entitled to time off with pay for the following holidays:

- A. \*New Year's Day ..... January 1
- B. Martin Luther King's Day ... 3rd Monday in January
- C. \*Memorial Day ..... Last Monday in May
- D. \*Independence Day ..... July 4
- E. \*Labor Day ..... 1st Monday in September
- F. Columbus Day ..... 2nd Monday in October
- G. Veterans Day ..... November 11

- H. \*Thanksgiving Day .....4th Thursday in November
- I. Day After Thanksgiving ..... Friday after Thanksgiving
- J. \*Christmas Eve ..... December 24
- K. \*Christmas Day ..... December 25
- L. \*New Year's Eve ..... December 31

M. All State and National Election Days

(\* Denotes Major Holidays)

Effective beginning July 1, 2001, all employees of record will receive a day off for their birthday, subject to prior approval of management. All other employees, including those hired, re-employed, re-instated or rehired, must complete one (1) year of service before they are eligible. Under normal circumstances, if an employee's birthday falls on the employee's sixth (6th) workday, the employee will receive the preceding day off. If the employee's birthday falls on the employee's seventh (7th) workday, the employee shall receive the following day off. If management determines that an employee cannot take his or her birthday off, the employee shall be granted equivalent time off prior to his or her next birthday on a date mutually agreeable to the employee and management.

26.02

Subject to Section 23.08, employees required to work on Major Holidays shall be paid at the rate of pay of 200%, with an additional four (4) hours added to their holiday leave bank, for the first eight (8) hours of work or any portion thereof and 300% for all hours worked in excess of eight (8) hours. Holiday premium pay as provided by this Section shall be paid for work on the day designated by the calendar as the Holiday, for seven (7) day operations.

26.03

Subject to Section 23.08, employees required to work on Minor Holidays shall be paid at the rate of pay of 150%, with the addition of four (4) hours added to their holiday leave bank, for the first eight (8) hours of work or any portion thereof and shall receive the regular overtime rate as provided in Article 24 for all hours worked in excess of eight (8) hours. Premium pay for hours worked on such holidays shall be computed for payroll purposes on the days designated by the County for such Holidays.

26.04

Whenever one of the Holidays enumerated in Article 26.01 falls on a Saturday, the preceding Friday shall be designated as the official Holiday, and whenever one of the Holidays falls on a Sunday, the following Monday shall be designated as the official Holiday, for employees assigned to five (5) day operations. Should two (2) consecutive holidays occur on a Friday

and Saturday, or a Sunday and Monday, Friday and Monday, respectively, shall be designated as the official Holidays for employees assigned to five (5) day operations.

#### 26.05

If a Holiday falls on an employee's regularly scheduled leave day, said employee will be compensated an additional four (4) hours of straight time at their regular rate of pay.

#### 26.06

In order to receive time off with pay for a holiday, or the premium rate for working a holiday, an employee must work the scheduled day before and after a holiday, or have been granted the days off in advance.

#### 26.07

All employees assigned to the Third Judicial Circuit Court (Criminal Division, Civil Division and Family Division) and Probate Court shall be required to observe the above mentioned Holidays in accordance with their respective court holiday schedule. In the event the Third Judicial Circuit or Probate Courts observe a holiday which is not enumerated in Article 26.01, the employees assigned to the Courts shall be granted the additional time off with pay and shall not suffer any reduction in accumulated time.

#### 26.08

All employees shall be given four (4) hours time off, with pay, for Good Friday. In the event the Sheriff is unable to grant four (4) hours off on Good Friday, an employee required to work, shall be credited four (4) hours Holiday time.

#### 26.09

All holidays, except the holiday leave banks provided in Article 26.02, 26.03 and 26.08, shall be paid in cash no later than the pay period following the period in which it was worked.

#### 26.10

Requests to use holiday leave time may be denied if overtime is incurred within the Unit or Division on the particular day and shift requested, or due to an actual or potential operational staffing deficiency.

An employee who desires to observe a religious holiday shall be entitled to use accumulated holiday leave time for this purpose. The said employee shall give notice of such intent to their Division Head or Commanding Officer not less than two (2) weeks prior to the occurrence of the said holiday. Time off for this purpose shall be approved, except in the event of a civil disorder or disaster requiring the services of the said employee.

26.11

Upon separation from the County, an employee shall be paid in cash for all accumulated holiday time at the prevailing rate of pay.

## **ARTICLE 27 – ANNUAL LEAVE**

27.01

All full-time employees shall be entitled to annual leave with pay computed at straight time rates based on the following schedules of County service, provided, however, each pay period in which annual leave is earned shall contain at least sixty-six (66) hours of straight-time paid service.

<b><u>Upon Completion of Service</u></b> <b><u>Years</u></b>	<b><u>Vacation Leave Hours</u></b> <b><u>Per Pay Period*</u></b>
1 through 5 years of service	4
6 through 10 years of service	5
11 through 15 years of service	6
16 through 20 years of service	7
over 21 years of service	8

\* Earned hours will be appropriately credited in 24 of the 26 pay periods occurring annually and will be reflected accordingly on the first two (2) payroll checks of each month. In no event will an employee be credited with vacation leave on the third payroll check of any month or earn more than the equivalent of two (2) pay periods worth of eligible vacation leave hours in any one (1) month.

27.02

An employee shall not be entitled to use annual leave until completion of one (1) year (2,080 straight time hours) of continuous service, except in cases of injury incurred in the line of duty or under emergency situations.



27.03

Annual leave in accordance with Article 27.08 shall be taken upon a five (5) day work week basis. Holidays falling within the period of an annual leave shall not be counted as work days or leave days.

27.04

Annual leave of less than three (3) days which have not been requested according to the seniority provisions of this Article, may be granted upon approval of the employee's Division Commander.

Once an employee has been granted approval by the Divisional Commander, said leave shall not be cancelled.

27.05

Employees who have been granted and are on annual leave shall not be recalled except where the Sheriff has declared a department emergency.

27.06

An employee shall not be allowed to work more than two (2) years without an annual leave nor denied an annual leave after one (1) year of completed continuous service, which has been requested under the provisions of this Article.

Annual leave shall be considered denied only when annual leave which has been approved under Article 27.08 is cancelled.

27.07

On November 1st of each year, the payroll section for the Sheriff's Department shall audit each employee's annual leave account. All hours in excess of One Hundred Sixty (160) hours shall be paid in cash on or before January 31st of the following year. At the employee's option, payment may be taken in the form of deferred compensation. The decision and notification to the employer with respect to this option shall be made by the employee during the thirty (30) days before January 15th.

27.08

Annual leave schedules shall be posted by the Sheriff in accordance with the operational requirements of the Department or Division. Annual leave schedules shall be posted in each division on September 1st for twenty (20) days to take effect October 1st, and run through March 31st. This time shall be known as the winter vacation period. The summer vacation schedule shall be posted March 1st for twenty (20) days and take effect April 1st and run through September 30th, in order that an employee may elect to exercise his or her seniority in the assignment of annual leave preference by the senior employee.

An employee shall be notified in writing of the Divisional Commander approval or denial of the annual leave bid request within ten (10) days of the closing of the posting.

27.09

Annual leave preference shall be determined insofar as possible on the basis of seniority as provided in Article 20.01.

27.10

Annual leave shall not exceed ten (10) consecutive regular work days during June, July, and August, in any one (1) instance unless otherwise approved by the Sheriff or the Divisional Commander. Employees with sixteen (16) or more years seniority may use up to fifteen (15) consecutive days annual leave during June, July, and August according to Article 27.08.

27.11

Any employee eligible for the use of annual leave who is separated from service for any reason shall be compensated in cash at the time of separation for all unused annual leave days, not to exceed the limitation in Article 27.07.

27.12

Employees transferred at their own request after choosing their annual leave in accordance with the seniority provisions, shall arrange their annual leave with their new Commanding Officer to comply with the manpower requirements in the new assignment and shall not disrupt the annual leave of previously assigned personnel.

27.13

In situations where a pattern has been established that extreme staff shortages is the sole purpose for Annual Leave denials, at the request of the Union, the Sheriff or his/her designee shall meet with the Union and together review the staffing levels of the particular Division and Shift, as well as the actual written documented annual leave denial forms, and attempt to seek a desirable remedy for both sides.

## **ARTICLE 28 – SICK LEAVE**

28.01

All full-time employees shall be entitled to earn sick leave credit equal to four (4) hours, computed at straight time, for each pay period in which the employee has at least sixty-six (66) hours of straight-time paid service. Earned hours will be appropriately credited in 24 of the 26 pay periods occurring annually and will be reflected accordingly on the first two (2) payroll checks of each month. In no event will an employee be credited with sick leave on the third payroll check of any month or earn more than the equivalent of two (2) pay periods worth of eligible sick leave hours in any one (1) month.

28.02

An employee may, after six (6) months of employment, use his or her accumulated sick leave.

28.03           **Applicable to Employees Hired on or After October 1, 1983:**

On October 1st annually the Employer will audit each employee's sick leave bank and shall pay the employee for all sick time in excess of forty (40) days accumulation on or before December 15th annually.

- A. Annual sick leave accumulation in excess of forty (40) days by six (6) or more days shall be paid at the rate of 100%.
- B. Annual sick leave accumulation in excess of forty (40) days by less than six (6) days shall be paid at the rate of 50%.
- C. At the employee's option, payment for A and B above may be taken in the form of deferred compensation. The decision and notification to the Employer with respect to this option shall be made by the employee within thirty days on or before December 1st annually.

- D. For eligible employees in Retirement Plans #1, #3, #5 and #6, one hundred percent (100%) of the annual excess sick leave payment will be used in calculating average final compensation for retirement credits.

**28.04 Applicable to Employees Hired Prior to October 1, 1983:**

An employee may:

- A. Accumulate, without limit, all earned sick leave, and not be eligible for the long term disability plan, if the employee has already chosen to do so under prior contracts between the Union and the Employer; or,
- B. If the employee has already chosen under prior contracts to be covered by the income protection plan detailed in Article 37.23 entitled Long-Term Disability, he or she shall be subject to the provisions in Article 28.03 above.
- C. An employee shall not be able to switch between paragraph (A) and (B).

**28.05**

An employee who uses five (5) or less sick leave days per year shall be credited with twenty-four (24) hours of annual leave on April 1st of each year.

**28.06**

If an employee's personal doctor orders them to take a sick leave, said employee shall be given a sick leave with the understanding that the employee shall utilize their sick leave during such period.

**28.07**

An employee who is on an extended sick leave of thirty (30) days or more, shall not be returned to work until approved by their personal doctor, and approved by the County physician, provided the employee shall give four (4) working days prior written notice of their intention to return to work with a copy of the employee's physician's approval, and that the County physical examination must be held within four (4) days or the employee, at the option of the Sheriff, shall either be returned to work or placed on the payroll without assignment pending the examination by the County physician.

In the event that the County physician challenges the employee's fitness to return to work, the employee shall not be placed on the payroll, provided that if the employee disputes the County physician's findings, a grievance may be submitted at Step 3 of the grievance Article.

28.08

If an employee is on sick leave with pay, the employee shall earn annual leave. Holidays falling within the period of annual leave or sick leave shall not be counted as workdays in computing sick leave.

28.09

An employee who becomes ill while on annual leave may have their time changed to sick leave, if the illness exceeds five (5) days and is substantiated by medical proof.

28.10

An employee may be required to provide proof of illness in the form of a physician's letter or other means of proof when such is justified by a pattern, frequency, or length of illness or other circumstances, giving rise to reasonable suspicion.

28.11

An employee shall be entitled to use accumulated sick leave for pre-scheduled routine medical or dental appointments and examinations, upon prior notice of at least twenty-four (24) hours to their Commanding Officer.

28.12

Upon separation from County service, an employee shall be paid for all unused accumulated sick leave at his or her regular rate of compensation at the time of separation. Such accumulated sick leave shall be paid on the following basis:

- A. One hundred percent (100%) of the employee's accumulated sick leave payable upon the death of the employee, provided the employee has completed two (2) or more years of service.
- B. One hundred percent (100%) of the employee's accumulated sick leave upon retirement; however, only 75% of the employee's sick leave shall be used in calculating the average final compensation for retirement credits.
- C. Fifty percent (50%) of the employee's accumulated sick leave upon separation of the employee from County service for any other cause, provided that the employee has completed two (2) or more years of service.

- D. Upon recall from layoff, within the two (2) year limitation, an employee shall have credited to their sick leave bank all time not previously compensated.

## **ARTICLE 29 – PERSONAL BUSINESS LEAVE**

### 29.01

All full-time employees, who have completed one (1) year of service, shall be entitled to personal business leave not to exceed three (3) days in any one (1) anniversary year of which one (1) personal business leave day shall be charged to their sick leave bank.

### 29.02

Such personal business leave days under Article 29.01 above shall be used at the employee's discretion to the following extent that the request shall be made to the Divisional Commander or his or her designee.

- A. Reasonable notice for a personal business leave day is construed to be twenty-four (24) hours except for stated emergencies.
- B. Approval of requests for personal business leave days may be withheld if they cause a hardship upon the Employer's exclusive right to either manage its agencies, departments and offices or direct its affairs, operations and the services of its employees, as determined by the Department.
- C. Denial of personal business leave days as an adjunct to leave days or vacation days may not be deemed unreasonable and approval thereof may be withheld in the discretion of the Sheriff or his or her approved representative.
- D. Personal business leave days may be taken in four (4) hour minimum increments.

### 29.03

All full-time employees shall be entitled to utilize two (2) additional personal business leave days on a contingent basis, provided the leave time comes directly from their personal sick leave bank.

Approval and use of the additional two (2) personal business leave days shall be at the full discretion of the Sheriff and may be denied if the employee has received any form of discipline for sick time abuse within the previous six (6) months. Approval for use of the two additional personal business leave days shall not be granted if overtime is incurred within the

Unit or Division on the particular day and shift requested or due to an actual or potential operational staffing deficiency.

## **ARTICLE 30 – BEREAVEMENT LEAVE**

### 30.01

In the event of a death in the immediate family of an employee or spouse, the employee shall be entitled to three (3) paid bereavement leave days at their regular rate of compensation in each instance, except if it is necessary to attend the funeral of said relative more than three hundred (300) miles from the City of Detroit, such bereavement leave shall not exceed five (5) days.

### 30.02

The term "immediate family" as used in the above Section shall mean the employee's husband or wife, and the parents, grandparents, grandchildren, children, brothers and sisters of the employee or spouse. "Immediate family" shall also include stepparents, great-grandparents, great-grandchildren, sons-in-law, daughters-in-law, half brothers, and half sisters.

### 30.03

An employee shall notify their Appointing Authority prior to taking bereavement leave as herein provided and failure to comply may be cause for denial of such leaves.

### 30.04

An employee requesting bereavement leave must provide the Sheriff or his or her designated representative with documentation to establish that the deceased person is a member of the employee's immediate family and the time and place of the funeral.

### 30.05

In the event that a Holiday as defined in Article 26 of this Agreement occurs during the bereavement leave, the employee shall be paid the holiday rate at straight time. In the event that bereavement leave occurs during the period when the employee is on annual leave or sick leave, such leave shall be credited to the appropriate leave bank.

30.06

Employees on leave of absence without pay shall not be eligible to receive bereavement leave.

30.07

An employee on bereavement leave will not be called into work for any purpose or reason.

30.08

An employee may utilize their sick leave allowance for absences not to exceed three (3) such consecutive sick leave days at any one time due to a death in the family or household of the employee or spouse, other than those employees of the immediate family as defined in Article 30.02.

## **ARTICLE 31 – LEAVE FOR UNION BUSINESS**

31.01

Employees who are elected to National, State, or Detroit Metropolitan AFL-CIO Union conventions shall be allowed time off without loss of pay to attend such conventions in accordance with the requirements of the Union constitution and convention, not to exceed twelve (12) days in any one (1) calendar year.

31.02

Employees who are selected to represent their Local Union at special National, State, or Detroit Metropolitan AFL-CIO Union conferences, shall be allowed time without loss of pay to attend such conferences not to exceed five (5) days in any fiscal year upon written request by the Union and with the prior approval of the Sheriff or his or her designated representative.

31.03

Employees in the Union elected to Local Union positions or selected by the Union to perform work which takes them from their employment shall, at the written request of the Union, receive leaves of absence for periods not to exceed two (2) years, or the term of office, whichever may be shorter, and upon their return shall be re-employed at work in their previous classification with accumulated seniority.



## ARTICLE 32 – LEAVE WITH PAY

32.01

All employees shall be granted time off with pay at their regular hourly rate of compensation for any of the following reasons:

- A. For appearance in courts or before Boards or Commissions as a witness, except when such appearance is in the employee's own behalf.
- B. For participation in promotional examinations.
- C. For physical and medical examinations for military service.
- D. For serving as a juror subject to the following provisions:
  - 1. For those days the employee is required to serve as a juror and is regularly scheduled to work, the pay rate of the employee during such time off shall not be interrupted. Jury duty pay received by the employee shall be remitted to the Employer.
  - 2. The employee shall be required to work on the days they are regularly scheduled to work and on which they are not required to serve as a juror.
  - 3. The employee shall not be required to work any portion of their shift (including afternoon or midnight shift) on those days on which the member is required to serve as a juror.
  - 4. The employee shall submit proof of jury service.
  - 5. Work schedules may be modified.
- E. Attendance at Veteran's conventions. The employee requesting time off with pay under this subsection shall be a duly elected or appointed delegate of the organization and proof of such must be submitted prior to taking such leave.
  - 1. Time off with pay for attendance listed in subsection above, shall not exceed five (5) work days in one (1) fiscal year.
- F. Attendance at institutes or meetings when such attendance, in the opinion of the Sheriff, contributes to the betterment of the service.

- G. Attendance at professional conferences, meetings, or institutes as delegated by the Sheriff as a duty assignment.
- H. Attendance at State funerals, funerals of County Officials or employees, military funerals, funerals of Police Officers in nearby communities as delegated by the Sheriff.

#### 32.02

The Sheriff, with the concurrence of the Director of Personnel/Human Resources, may grant time off for any other reason.

#### 32.03

The Sheriff, with the concurrence of the Director of Personnel/Human Resources, shall have the final authority in granting leave with pay.

### **ARTICLE 33 – LEAVE WITHOUT PAY**

#### 33.01

A regular employee with at least one year of service may be granted a leave of absence without pay upon prior written approval by the Sheriff and with approval by the Director of Personnel/Human Resources for any of the following reasons. Except for leaves under (A), one year of service shall mean 12 months of service with at least 2,080 hours of paid time. For leaves under (A), one year shall mean 12 months of service with at least 1,250 hours of paid time.

- A. Because of physical or mental disability of the employee; or for the care of the employee's spouse, son or daughter, or parent who has a serious health condition; or following the birth or placement of a child for adoption or foster care;
- B. Because the employee has been elected or appointed to a public office;
- C. Because the employee is entering the unclassified or exempt services of the employer;
- D. Because the employee is entering upon a course of training or study, in an approved education institution, for the purpose of improving the quality of the employee's service to the County or the purpose of qualifying for a promotion; (An educational leave will not normally be granted unless the employee has at least seven (7) years of service).
- E. Because the employee is seeking political office.

F. Because of extraordinary reason sufficient to warrant such leave of absence.

### 33.02

An employee who is off work for thirty (30) calendar days or more, except on scheduled vacation, shall be required to apply for a leave of absence. The leave shall be considered effective beginning the first day the employee is off work for the purpose of computing the duration of the leave.

### 33.03

An employee must exhaust all annual leave prior to the commencement of any leave without pay, except for leaves under Article 33.01 (A) and (C). If the leave is requested because of the physical or mental disability of the employee, all sick leave must be exhausted.

### 33.04

A leave due to the physical or mental disability of an employee may not exceed a six month period. An employee who has more than five (5) years of County service may be granted additional six month extensions, not to exceed a total leave without pay of eighteen (18) months. All extensions are at the discretion of the Director of Personnel/Human Resources.

Leaves to care for family members shall not exceed twelve (12) weeks.

Leaves to care for a child after the birth, adoption or placement for foster care shall not exceed twelve (12) weeks. Such leaves may be extended upon written request of the employee and with the approval of the department head and the Department of Personnel/Human Resources for a period not to exceed six (6) months in total.

### 33.05

- A. Employees on leave in accord with Article 33.01 (A) who have less than four (4) years of service are eligible for medical, optical, life and dental insurance for a period not to exceed three (3) months.
- B. Whenever employees are on approved leaves of absence because of illness and have exhausted all of their accumulated sick leave, the Employer shall continue to pay the full cost of medical, optical, dental and life insurance provided by the Employer for a period not to exceed six (6) months following termination of sick leave pay; provided, however, the employee shall have four (4) continuous years of service.

33.06

While on a leave of absence an employee shall continue to earn seniority credits and shall be required to timely pay the minimum amount of Union dues or service charge as required by the Local or International Union.

Upon the effective date of a leave of absence under Article 33.01(C), where employees leave the bargaining unit to enter the unclassified or exempt services, said employees will not earn seniority credits. Additionally, payroll deduction of union dues and service charges by the County will cease.

33.07

An employee who is attempting to return to work from a leave without pay for a physical or mental disability may be required to be examined and approved for work by a doctor of the County's choice. Where the County doctor determines that the employee is or is not able to return to work contrary to the employee's doctor, the parties may choose a neutral physician to render a third opinion.

33.08

An employee returning from a leave of absence without pay shall be given a position in his or her former classification as soon as a vacancy occurs.

33.09

Rule 13 of the Civil Service Rules of August 27, 1976 shall continue to apply where not in conflict with this Article.

## **ARTICLE 34 – UNIFORM, CLOTHING AND EQUIPMENT ALLOWANCE**

34.01

Each new employee shall be furnished with a complete uniform, providing said employee has not been previously issued the required uniform in accordance with the specifications and standards established by the Sheriff.

34.02

The following uniform items, unless eliminated or replaced by the Sheriff, after consultation with the Uniform Committee, shall be of new issue and will be issued to employees in the Department who have not previously received each item:

- A. GARRISON STYLE HAT ... ..... 1
- B. WINTER FUR CAP . ..... 1
- C. (RAIN COVERS FOR ABOVE)
- D. UNIFORM TROUSERS ..... 5
- E. LONG SLEEVE SHIRTS..... 5
- F. SHORT SLEEVE SHIRTS . ..... 5
- G. ALL SEASON JACKET ..... 1
- H. BADGE ..... 1
- I. CAP SHIELD ..... 1
- J. COLLAR BRASS (SET) ..... 1
- K. RAINCOAT ..... 1
- L. BLACK BASKETWEAVE LEATHER ..... 1  
(COMPLETE SET)
- M. BLACK MILITARY SHOES (PAIR) ... ..... 1
- N. POLICE TYPE TIE CLASP ..... 1
- O. NAME PLATE ..... 1
- P. WHISTLE W/CHAIN ..... 1
- Q. BELT ..... 1
- R. HANDCUFFS (SET) ..... 1
- S. 9 MM AUTOMATIC WEAPON..... 1  
(SEE 34.03 and 34.10 BELOW)

34.03

The Sheriff's Department shall issue a 9mm automatic weapon (S.I.G. Sauer) to each employee in lieu of a .357 caliber revolver provided said weapons are available from the manufacturer. Each employee shall be required to turn in their .357 caliber revolver and must have completed a S.I.G. Sauer Weapon Training Course in order to receive the replacement weapon.

34.04

In the event, the Sheriff establishes a Bomb Technician Unit, the following items shall be issued by the Employer upon successful completion of an approved bomb technician training program:

- A. Bomb Suit
- B. Anti Static Uniforms (shirt, pants, shoes, hats per Bomb Technician)

- C. (Pocket) Bomb Technician Survival Tool Kits (1 per Technician)
- D. Personal Tool Kits to include:
  - 1. Tool Box
  - 2. Dearmer (water cannon)
  - 3. Assorted Screwdrivers
  - 4. Assorted Pliers
  - 5. Assorted Clamps
  - 6. Tape (nylon-filament, electrical vinyl and fabric)
  - 7. Hacksaw
  - 8. Diagonal Cutters
  - 9. Parachute Cord 300'
  - 10. Grappling/Treble Hooks
- E. Paging Beepers
- F. Up-to-date Explosive Manuals and Training Brochures
- G. Up-to-date Hazardous Chemical Manuals

#### 34.05

Upon promotion each employee shall be furnished all other uniform items in accordance with specifications and standards as determined by the Sheriff to be required in the performance of the job function.

#### 34.06

If an employee requests a transfer to a different position in accordance with the provisions of this Agreement, their transfer shall not be delayed or denied due to the non-availability of uniform and equipment as determined by the Sheriff to be required in the performance of the job function unless the lack of equipment would be life-threatening. The Sheriff shall maintain a sufficient inventory for employees in their respective divisions to properly uniform and equip a member promoted or transferred, and shall have available for issue all necessary items and equipment required in riot duty, or other emergency situations, in which the employee may be directed to participate.

#### 34.07

If the basic clothing provided by the Employer is changed in type, color or style by order of the Sheriff, the Employer will bear any replacement costs.

#### 34.08

An employee who separates from County service shall return all County-issued items within three (3) workdays of separation, excluding retiring employees as specified in Articles 34.09 and 34.10. For employees on approved medical leaves of absence, the Sheriff's Department will send prior written notice along with a list of the County-issued items required to be returned. Employees failing to return County property shall have appropriate payroll deductions taken to cover the replacement value of the items.

#### 34.09

An employee, upon retirement, shall return to the Police Property Room the following items: Riot Helmet, complete set of Leather, Night Stick, Badges, Cap Shield, Handcuffs, and Service Weapon. Other clothing items of issue need not be returned, but the employee may be required to present them upon demand prior to final clearance.

#### 34.10

- A. Employees shall be allowed to buy their current service weapon for twenty-five dollars (\$25.00) upon retirement from the Department unless denied for cause.
- B. Any current employee that forfeited two hundred fifty dollars (\$250.00) of his or her uniform voucher and declined in writing to participate in the S.I.G. Sauer Weapon Training Course shall be fully reimbursed.
- C. New employees promoted into the Bargaining Unit after September 30, 1994 shall be entitled to receive S.I.G. Sauer Weapon Training by automatically forfeiting three hundred fifty dollars (\$350.00) from either their next uniform allowance payment or uniform voucher credit. Command personnel submitting a request for such training within the posted announcement period shall be given preference. Employees shall be allowed to buy their S.I.G. Sauer Weapon for twenty-five dollars (\$25.00) upon retirement if he or she successfully satisfies training requirements and is not denied for cause.
- D. New employees promoted into the Bargaining Unit after September 30, 1994 may decline in writing to participate in the S.I.G. Sauer Weapon Training Course. If forfeited, the three hundred fifty dollar (\$350.00) uniform allowance payment or uniform voucher credit shall be reimbursed. An employee declining to participate in the S.I.G. Sauer Weapon Training Course shall be allowed to buy his or her Non-S.I.G. service weapon for twenty-five dollars (\$25.00) upon retirement from the Department unless denied for cause.

34.11

Articles of personal apparel damaged or destroyed during the course of an employee's assigned police duties, as determined by the Sheriff, shall be replaced at the expense of the County. All said replacements shall be new uniform items and personal apparel.

34.12

For purposes of uniform replacement and/or maintenance in accordance with the specifications, standards, and regulations established by the Sheriff, employees in the bargaining unit will be eligible to receive both a uniform voucher and cash uniform allowance on an annual basis. Effective beginning in calendar year 2009, the County will provide each employee with a uniform voucher in the amount of five hundred dollars (\$500.00) on or before March 1<sup>st</sup> annually. Effective beginning in calendar year 2009, the County will provide each employee with a cash uniform allowance in the amount of eight hundred dollars (\$800.00) on or before December 1st annually.

34.13

- A. Effective upon the date of execution of this Agreement by the County Executive, all full time employees required to carry firearms shall, upon qualifying annually with their duty weapon, be paid a qualifying allowance of five hundred fifty dollars (\$550.00) on or before May 1st annually if on the payroll at the time of payment. Master shall be paid an additional fifty dollars (\$50.00). Effective beginning in calendar year 2009 and thereafter on an annual basis, the payment of the qualifying allowance will occur on or before November 1st.
- B. Employees who do not qualify with their Department approved duty weapon during the annual qualification period shall not receive the gun allowance.
- C. Employees who retire within the qualifying period who have qualified shall be paid a pro-rated payment at the time of separation based upon the length of active duty within the qualification period.

34.14

If this contract is extended by mutual agreement of the parties, for the purpose of Collective Bargaining, all allowances, described in this article shall continue to be paid when due.



34.15

The Employer will contribute \$15.00 per employee each year toward the annual membership fee for any full-time, regular status employee of the bargaining unit who elects membership in the Deputy Sheriff's Association of Michigan (DSAM).

## **ARTICLE 35 – MILEAGE ALLOWANCE**

35.01

Employees required to use their private vehicles in the performance of assigned duties shall be reimbursed for actual trip mileage incurred each month.

Effective beginning October 1, 2001, employees shall be reimbursed at the following rates which shall be adjusted as of January 1st of each year, in accordance with the composite cost for driving 15,000 miles, which is published annually by the American Automobile Association (AAA), in the publication, "Your Driving Costs."

- |    |                  |   |
|----|------------------|---|
| A. | First 300 miles: | 5 cents below the (AAA) published rate. |
| B. | Next 300 miles:  | 7 cents below the (AAA) published rate. |
| C. | Over 600 miles:  | 9 cents below the (AAA) published rate. |

35.02

Trip mileage payment as herein provided shall not include payment for home to work or return mileage. Procedures for the payment of such mileage allowance shall be determined and administered by the Department of Management and Budget.

35.03

This rate shall include the factor of liability and collision insurance costs by the member in the operation of their private automobile while being used for County business.

35.04

It is understood by the parties that the Employer shall retain the right to provide, at its expense and at its discretion, automobiles for use in department assignments in lieu of mileage. It is further understood that the Director of Personnel/Human Resources may provide a fixed monthly flat rate mileage in lieu of mileage under Article 35.01. If the Director of Personnel/Human Resources elects to provide flat rate mileage, the rate shall be five

hundred dollars (\$500.00) per month effective December 1, 1996, five hundred fifty dollars (\$550.00) per month effective December 1, 1997, six hundred dollars (\$600.00) per month effective December 1, 1998 and six hundred fifty dollars (\$650.00) per month effective December 1, 1999. Eligible employees shall receive flat rate mileage payments in appropriate pro-rata amounts on a bi-weekly basis.

35.05

Effective beginning June 1, 1999, no police supervisor will be required to use his or her car on police business. Those that do shall receive mileage on a reimbursable basis.

35.06

Employees not on flat rate mileage shall be required to submit a filled in Daily Trip Sheet furnished by the Employer at the end of each month.

35.07

All Lieutenants shall be provided with free parking spaces within the area of their assignments by the Employer. All other employees who are currently receiving free parking spaces shall continue to receive this benefit for as long as they remain in their current assignments.

## **ARTICLE 36 – TUITION REIMBURSEMENT AND IN-SERVICE TRAINING**

36.01

The Employer shall encourage and foster participation by employees in the education and in-service training programs provided by this Agreement. Participation by employees in job related educational programs shall be limited to those programs which will contribute to the technical and professional development or physical health of the employee and the improvement of County law enforcement services under the conditions listed below.

### **36.02 Eligibility For Tuition Reimbursement**

Tuition reimbursement shall be limited to full-time certified employees with permanent status in the classified service whose programs meet the following requirements:

- A. Courses lead to graduate, or undergraduate degrees and/or

- B. Are conducted by an accredited college, university, police staff and command school or identification technician school.

### **36.03 Amount of Reimbursement**

The reimbursement will be one hundred percent (100%) of actual tuition, but will not exceed a total of one thousand five hundred dollars (\$1,500.00) for any one employee during any one fiscal year. Reimbursements will not include the cost of books, supplies, equipment, application fees, special fees or expenses other than regular tuition. Reimbursements covering more than two (2) college courses per term will be approved in advance only under circumstances acceptable to the Employer.

### **36.04 Application Process**

The application process shall be as follows:

- A. An employee must complete an application form provided by the Employer and submit it for Departmental approval.
- B. Applications must be received by the Department of Personnel/Human Resources no later than two (2) weeks prior to the beginning date of the course, seminar or conference. Late applications will be handled on a case-by-case basis for approval.
- C. Employees must provide an approved Plan of Work from their educational institution, if enrolled in a degree program. If the institution does not utilize a Plan of Work, a substitute form provided by the Employer may be utilized.
- D. The Department of Personnel/Human Resources will review all applications and return them to the employee either approved or disapproved prior to the start of the course.

### **36.05 Reimbursement Process**

- A. Reimbursement will be made to an employee who:
  - 1. Secures written approval of course(s) from the Department of Personnel/Human Resources. Reimbursement shall only be made for that course which was initially approved by the Department of Personnel/Human Resources. If the approved course is later dropped and another course substituted, the replacement course must be approved by the Department of Personnel/Human Resources in order to be reimbursed.
  - 2. Successfully completes his or her initial probationary period;

3. Successfully completes the course(s). If the course is in a degree, diploma or certificate program, successful completion will mean attaining a grade equal to or better than the minimum grade point average required by the institution to receive the degree, diploma or certificate;
4. Attaches to the back of the application a true, legible copy of the tuition receipt, and a final grade report, certificate or official statement that evidences (on the school's stationary) satisfactory completion; and then submits the documents to the Department of Personnel/Human Resources no later than 60 days after the end of the school term or completion of the course, whichever is sooner;
5. Is on the payroll at the time the application for refund is submitted for approval to the Department of Personnel/Human Resources. If the employee has been laid off due to reduction in the force and is on a recall list, the employee must have been on the payroll when the course started; and
6. Has not been nor will be fully paid for the cost of tuition by any other institution, scholarship, grant, or aid. The amount of tuition reimbursement will be offset to the extent that it is reimbursed or paid by other agencies, scholarships, grants, etc.

**36.06 Program Administration**

- A. The Department of Personnel/Human Resources reserves the right to deny tuition reimbursement to any employee found guilty of falsifying documentation or committing fraud for purposes of receiving tuition reimbursement.
- B. If an employee changes or adds a course, he or she must immediately notify the Department of Personnel/Human Resources, Staff Development Division. Failure to notify may result in non-payment of reimbursement amount.
- C. Applications denied at the department level are considered disapproved and are not to be forwarded to the Department of Personnel/Human Resources.
- D. Approval and program continuation are contingent upon availability of funds.

**36.07 In-Service Training**

- A. In addition to funding provided by law, each employee shall have credited to his or her in-service training account one hundred dollars (\$100.00) per fiscal year, which shall be used to offset the cost of expenses incurred as a result of in-service training.

- B. The total allocated monies shall be for in-service training to offset the cost of law enforcement courses offered jointly by the Sheriff's Department and the Union. A Committee consisting of one (1) representative of the Union and one (1) representative of the Sheriff shall be established to administer and oversee the program. Appeals shall be directed to the Administrator of Training and Committee decisions are limited to 3317 combined State 302 and Wayne County allocated funds. The Local Union President may elect to represent the Union at the appeal process. The Sheriff maintains the right to limit the number of Command Officers allowed to be on extended leave for training (extended leave shall be defined as three (3) days or more) in their respective Departments. Expenditures above State 302 and County allocated funds shall be at the discretion of the Sheriff.
- C. Payment for in-service courses or programs will be processed in accordance with Article 36.05, not to exceed one hundred dollars (\$100.00) per participant annually within the funds allocated.
- D. All required departmental in-service training shall, as far as possible, be conducted during an employee's work schedule, but in such cases where that is impractical, the overtime provisions of this Agreement shall apply. Employees who elect to attend training classes, seminars, and specialized training classes conducted by the Department or other agencies shall not be entitled to overtime as provided for in this Agreement.

**36.08 F.B.I. National Academy/School of Police Staff and Command**

- A. Personnel selected to attend the F.B.I. National Academy shall be of the minimum rank of Police Sergeant. The School Of Police Staff and Command shall include employees of the rank of Police Sergeant.
- B. A minimum of two (2) Command Officers annually shall be selected by the Sheriff to attend the School of Police Staff and Command, provided that a minimum of two slots are provided by the School. Attendance at the F.B.I. National Academy will be based upon the sole recommendation of the Sheriff and approval of the F.B.I. Academy.

**ARTICLE 37 – INSURANCE PROGRAMS**

**37.01**

Except where inconsistent with the express terms of this Agreement, the *Wayne County Health and Welfare Benefit Plan*, effective December 1, 2006, is hereby incorporated by reference.

**37.02 Medical Insurance**

- A. Effective upon the next open enrollment following execution of this Agreement by the County Executive, qualified employees will be eligible to select a health care plan among the available options listed below:
  - 1. Health Maintenance Organization (HMO)
  - 2. Preferred Provider Organization (PPO)
  - 3. Traditional Plan
  
- B. Prescription drug coverage will also be provided for qualified employees enrolled in an available medical plan, subject to graduated co-payments based on the class of drug prescribed in accordance with the Wayne County Health and Welfare Benefit Plan.
  
- C. Active employees will be required to contribute toward the cost of healthcare as an hourly rate for the 2006-07 and 2007-08 plan (fiscal) years based on the following schedule:

HOURLY CONTRIBUTION BASED ON 2080 ANNUAL HOURS	PRE-TAX HOURLY CONTRIBUTION	ESTIMATED AFTER-TAX HOURLY CONTRIBUTION
PPO or HMO Rates (without Rx)	\$ 0.45	\$ 0.32
Traditional Rates (without Rx)	\$ 1.34	\$ 0.94
Prescription Drug Rates	\$ 0.10	\$ 0.07

Hourly contributions for each plan year after the 2007-08 plan year shall be increased / decreased at the same rate at which reported monthly illustrative rates or premiums increase or decrease, not to exceed ten percent (10%) over the previous plan year's contribution rate for the specified plan.

Contributions shall be made based on a 2080-hour work year and paid out of the first two (2) pays of each month. Employees on any type of leave of absence who continue to be enrolled in an Employer-sponsored healthcare plan shall be required to make the monthly contribution in order to maintain enrollment in the plan regardless of the number of hours actually paid or type of time used (e.g., regular, annual, sick, etc.). Overtime hours shall not be used to calculate contributions.

- D. Employees who retire from County service who are eligible for post retirement health care benefits shall participate in the same health care plan options, coverages, co-pays, deductibles, etc. as active employees covered by this, or any subsequent, collective bargaining agreement.

Employees retiring under the provisions of this Agreement shall make monthly contributions toward the cost of medical and prescription drug benefits based on the average monthly premiums and/or illustrative rates ("rates") of the medical and prescription drug plans available to retirees. The average monthly rates for the separate medical and prescription drug plan categories shall be calculated by averaging the single-person, two-person and family rates of each available plan resulting in an average monthly plan rate for each available plan. The average monthly plan rates for the PPO and HMO medical plans shall then be further averaged together to reach the standard average monthly medical plan rate.

Retirees enrolling in either the PPO or the HMO plan option shall contribute ten percent (10%) of the standard average monthly medical plan rate in addition to ten percent (10%) of the average monthly prescription drug plan rate. Retirees electing to enroll in the Traditional plan option shall contribute an amount equal to retirees enrolled in the PPO or HMO plan option plus the monthly rate difference between the standard average monthly medical plan rate and the average monthly Traditional plan rate.

Contributions toward the cost of retiree healthcare shall continue at the appropriate rate as described above until the first of the month after the retiree is within five (5) years of eligibility for Medicare due to age. The rate in effect at that point in time shall thereafter be the maximum monthly contribution rate for that retiree and shall be assessed until such time as the retiree and all covered dependents have enrolled in Medicare. Contributions toward health care costs shall not be assessed against the retiree during months when all covered members are enrolled in Medicare.

- E. Qualified employees may select only one health care plan option. Selection and enrollment of a qualified employee and his or her eligible dependents in an available health plan will remain the responsibility of the employee.

Health care coverage for eligible dependents will be in accordance with the terms and conditions outlined in the *Wayne County Health and Welfare Benefit Plan*.

Spouses who are eligible for primary medical coverage through another Employer shall not be eligible for primary coverage through Wayne County.

- F. All new employees, rehired employees, reemployed and reinstated employees are required to participate in the plan of the County's choice for at least one year. Participation will begin the first of the month following the effective date of active service and will continue without election until completion of one year in the mandatory plan. This subsection (37.02(F)) will not apply to terminated employees reinstated through arbitration who were enrolled in an available plan prior to termination.

- G. In the event Federal legislation which provides health care coverage for employees covered by this Agreement is enacted into law during the term of this Agreement, the parties agree to renegotiate the provisions of this section as needed upon request.

**37.03 Health Care Benefit Opt-Out Program**

At the Employer's option, a Health Care Benefit Opt-Out Program may be offered in accordance with the terms and conditions outlined in the Wayne County Health and Welfare Benefit Plan.

**37.04 Coordination of Benefits**

The Employer will continue to coordinate hospital, medical and dental benefits with insurance carriers of spouses and dependents of Wayne County active employees. All employees and retirees must notify the Benefits Administration Division of any changes, including but not limited to, marital, dependent, employment and insurance status.

**37.05 Transitional Light Duty Program**

Effective upon execution of this Agreement by the County Executive, the County will provide a transitional light duty program for Sergeants & Lieutenants on Workers Compensation, Long Term Disability, or other temporary restriction(s). A committee consisting of the Sheriff, the Director of the Personnel/Human Resources, and the Local President shall meet to identify transitional light duty positions. Such positions shall be reviewed annually by the committee and adjusted, if necessary. Transitional light duty positions shall not be the subject of promotion, demotion, transfer, or displacement.

**37.06 Vision Benefits**

The County shall provide vision insurance coverage to each full-time, active employee and their eligible dependents.

Vision exams shall be covered under the employee's medical plan once every twenty-four (24) months with a \$10.00 copay.



Frames, lenses or contact lenses shall be covered under an available vision benefit plan once every twenty-four (24) months as follows:

Vision Care Services	In-Network Coverage	Out-of-Network Coverage
<b>Frames:</b>	<ul style="list-style-type: none"> <li>• \$75 Retail Allowance</li> </ul>	<ul style="list-style-type: none"> <li>• Reimbursed up to \$30</li> </ul>
<b>Standard Lenses (choice of one):</b> <ul style="list-style-type: none"> <li>• Single Vision</li> <li>• Bifocal</li> <li>• Trifocal</li> <li>• Lenticular</li> </ul>	<ul style="list-style-type: none"> <li>• Covered 100%</li> <li>• Covered 100%</li> <li>• Covered 100%</li> <li>• Covered 100%</li> </ul>	<ul style="list-style-type: none"> <li>• Reimbursed up to \$35</li> <li>• Reimbursed up to \$45</li> <li>• Reimbursed up to \$55</li> <li>• Reimbursed up to \$80</li> </ul>
<b>Lens Options:</b> <ul style="list-style-type: none"> <li>• Solid Tint</li> <li>• Other Lens Options</li> </ul>	<ul style="list-style-type: none"> <li>• Covered 100%</li> <li>• 20% Preferred Pricing Discount</li> </ul>	<ul style="list-style-type: none"> <li>• Not covered</li> <li>• Not covered</li> </ul>
<b>Contact Lenses:</b> <ul style="list-style-type: none"> <li>• Cosmetic (includes disposable)</li> <li>• Medically Necessary</li> </ul>	<ul style="list-style-type: none"> <li>• \$100 Retail Allowance</li> <li>• Covered 100%</li> </ul>	<ul style="list-style-type: none"> <li>• Reimbursed up to \$65</li> <li>• Reimbursed up to \$200</li> </ul>

**Plan Exclusions:**

- Non-prescription lenses;
- Two (2) pairs of glasses instead of bifocals;
- Lenses and frames furnished under this plan that are lost or destroyed during the Plan Year;
- Parts or repair of frames not covered by the manufacturers' warranty;
- Medical or surgical treatment of the eyes;
- Drugs or medications;
- Corrective services, treatments and materials of an experimental nature;
- Services not visually necessary;
- Industrial (3mm) safety lenses and safety frames with side shields;
- Any services not specified by the Group.

**37.07 Dental Insurance**

The Employer will provide at least one (1) dental plan, including a DMO dental plan option provided by Golden Dental, for each eligible active employee in the Bargaining Unit and his or her qualified dependent(s) in accordance with the terms and conditions outlined in the *Wayne County Health and Welfare Benefit Plan*.

**37.08 Life Insurance**

The Employer shall continue to pay the full premium for \$25,000 of group life insurance for each full-time permanent employee within the Bargaining Unit.

**37.09**

Supplemental life insurance is available under a group plan at the option of the employee. Supplemental life insurance as currently offered will continue using a flat rating. The County may offer age rated supplemental life in lieu of flat rated at its option.

**37.10**

The Employer shall pay the full premium for Fifty Thousand (\$50,000) of life and dismemberment insurance for employees assigned to the: S.W.A.T. detail; bomb squad detail, provided they actually handle potentially explosive devices; and the canine unit members.

**37.11**

Except for employees provided for in Article 37.10, any employee who is killed in the line of duty shall have his or her County provided life insurance doubled.

**37.12**

The Employer shall provide \$5,000 of life insurance to employees that retire from this Bargaining Unit on or after the effective date of this contract.

**37.13 Pre-Paid Legal Plan**

The County shall contribute eight dollars (\$8.00) monthly per employee to the pre-paid legal plan as provided by the Union for its members. Said contribution shall be payable by the 15th of each month.

#### 37.14

Employees who terminate their employment prior to regular retirement and who subsequently exercise their vested retirement rights will not be entitled to any health or insurance benefits.

#### 37.15

In the event of the accidental death of an employee, resulting from the performance of his/her duties, the Employer shall provide at its expense medical, optical, and dental benefits for surviving legal dependents. Eligible dependents shall be defined as unmarried children, up to the age of 25 and legally dependent in accordance with the Internal Revenue Service regulations and spouse who was legally residing with the employee at the time of death. Coverage will continue for the eligible spouse until remarriage. An employee's legal dependents will be determined eligible for these benefits only if survivors qualify for Workers' Compensation as a result of the employee's accidental death.

#### 37.16

An open enrollment for medical benefits will be held in the fall of each calendar year, whereby employees can elect among the available contractual coverages for the subsequent calendar year, and enroll new dependents for both the medical and dental plans. Newly acquired dependents (i.e., by birth, adoption, marriage, or court order) must be enrolled within 30 (thirty) days from the date of birth, adoption, marriage or court order for both medical and dental coverage. Dependents not enrolled within 30 (thirty) days may be enrolled at the next open enrollment period. Subject to 37.03 (Opt-Out Program), employees may make changes between medical plans only at the open enrollment, and at no other time.

#### 37.17

Benefits paid under insurance programs or self funded programs for basic, master medical, prescription drugs, dental and life insurance shall be subject to the policy provisions of the carriers or third party administrative service organizations selected to insure or provide administrative claims service for the various plans.

#### 37.18

An employee leaving employment with Wayne County shall not be entitled to continuation of benefits other than provided in the Consolidated Omnibus Budget Reconciliation Act (COBRA).

37.19

The Employer may, at its option, implement Spending Accounts ("accounts") for health care, dependent care, or both, during the term of this Agreement. The accounts will comply with the applicable section(s) of the Internal Revenue Code, and will provide employees with a voluntary program to achieve income tax savings on unreimbursed medical and qualifying dependent care expenses.

**37.20 Effective Date For Insurance Programs**

The following insurance programs shall be effective on the first day of the month following date of hire, rehire or transfer into an eligible job classification covered by this Agreement:

- A. Health Insurance
- B. Dental
- C. Life Insurance
- D. Supplemental Life Insurance

**37.21 Termination Date For insurance Programs**

Subject to Article 37.26 (continuation of medical coverage while on long-term disability), Article 33.05(B) (continuation of medical dental and life coverage while on an approved leave due to illness), Article 37.15 (continuation of medical, optical and dental coverage upon the accidental death of an employee), Article 37.31 (continuation of medical and dental benefits while on workers' compensation), and Article 37.14 (eligibility for retiree health and life insurance benefits), the following insurance programs shall terminate on the last day of the month following a voluntary or involuntary termination of employment, retirement, death, unpaid leave of absence, commencement of a disability, or layoff:

- A. Health Insurance
- B. Dental
- C. Life Insurance
- D. Supplemental Life Insurance

37.22

If an employee is suspended or dismissed as a result of disciplinary action, or because the employee is charged with the commission of a felony, the Employer will continue to provide benefit coverage until the suspension or dismissal is resolved through arbitration or court decision; and if the Employer's action is upheld or the employee is found guilty of the charges alleged against them, then the employee shall repay the County the value of the benefit coverage provided, which monies may be deducted from the employee's accumulated sick time, annual leave, and/or holiday pay.

### 37.23 **Long-Term Disability:**

Beginning the effective date of this contract, employees in the Bargaining Unit hired on or after October 1, 1983 or those who were hired prior to October 1, 1983 and who made an election prior to January 1, 1988, shall be covered by a Long Term Disability Income Protection Plan which pays a member 60% of the regular base wage rate as provided under Article 39.03 of this collective bargaining agreement or a maximum of \$2,000 monthly (\$2,400 effective June 1, 1999), whichever is less. An employee qualifies for this protection after sixty (60) calendar days of non-work related illness or disability. Benefits will begin on the 61st calendar day of illness or disability or the day following the use of all sick leave whichever occurs last. Once approved for Long Term Disability Benefits, an employee may elect to utilize accumulated annual leave, personal business leave or holiday leave. The employee receives benefits under the terms and conditions of the Long Term Disability Income Benefit Plan. Payment of benefits will be made in accordance with the approved Long Term Disability Income Benefit Plan.

### 37.24

If an employee is disabled and the disability/injury is non-work related, then the employee is qualified to collect long-term disability benefits, provided the employee has filed his or her claim for long-term disability benefits in accordance with the terms of the Long-Term Disability Plan and the employee can establish a medical disability as defined by the Long-Term Disability Plan.

If an employee is disabled and the disability/injury is determined to be work related, then the employee is qualified to collect workers' compensation benefits provided the employee has filed his or her claim in accordance with the terms of the Michigan Workers' Disability Compensation Act and is eligible to receive benefits in accordance with Michigan workers' compensation law.

If an employee is disabled and the causation of the disability/injury is in dispute or undetermined, then the employee may pursue both a workers' compensation claim in accordance with the terms of the Michigan Workers' Disability Compensation Act and Michigan workers' compensation law and a claim for long-term disability benefits in accordance with the terms of the County's Long-Term Disability Plan. A claim made for long-term disability benefits in accordance with the terms of the Long-Term Disability Plan in a case where causation is undetermined or in dispute will not be denied solely on the basis that the employee has filed a claim for workers' compensation for the same disability/injury. The employee may receive long-term disability benefits if he or she can establish disability in accordance with the terms of the County's Long-Term Disability Plan pending the outcome of a workers' compensation adjudication or settlement.

Payment of workers' compensation benefits precludes payment of long-term disability benefits. If long-term disability benefits have been made prior to a favorable adjudication or settlement of the employee's workers' compensation claim, the County shall deduct the dollar amount received, by the employee, in long-term disability benefits, on a dollar for dollar basis, against the statutory workers' compensation benefits payable to the employee.

#### 37.25

Employees receiving long-term disability must cooperate in efforts to receive treatment and/or rehabilitation for continued benefits under the plan. Failure to comply may result in termination of benefits.

#### 37.26

Medical Insurance, Optical Benefits, Dental Insurance and Life Insurance will continue for up to two (2) years, as long as an employee is receiving long-term disability benefits. Employees of this Bargaining Unit who have filed for, or are in receipt of Long-Term Disability benefits, may be subject to independent medical exams at the request of the Administrator to determine eligibility or continuing disability. The Administrator will utilize Beaumont, Oakwood or Henry Ford Hospitals or other neutral third parties jointly selected by the parties.

The evaluation of the doctors will be utilized exclusively to determine ongoing eligibility and will be binding upon the County, the Union and the employee.

#### 37.27

The Long-Term Disability Income Program will be totally funded by the County.

#### 37.28

Employees receiving long-term disability income benefits shall receive benefits administered according to the "County of Wayne, Michigan, Long-Term Disability Income Benefit Plan effective July 1, 1984, revised December 1, 1996."

#### 37.29

Employees may purchase additional long or short-term disability insurance separate from the long-term disability benefits provided by the County. The employee's additional disability insurance benefits shall not be coordinated with benefits from the County's Plan, provided the employee does not receive in excess of one hundred percent (100%) of his or her regular

after-tax rate of pay. This additional disability insurance policy will only supplement the employee's income above the maximum benefit level provided under the County's plan, but will not exceed 100% of his or her regular after-tax rate of pay. The County of Wayne, Michigan, Long Term Disability Income Benefit Plan shall be the primary coverage.

**37.30 Workers' Compensation:**

- A. Workers' Compensation shall be paid in accordance with the qualification period established by state law as set forth in the *Workers' Disability Compensation Act*.
- B. An officer injured and placed on workers' compensation after ratification of this Agreement shall receive supplemental pay, which may be received as supplemental payroll or may, in the case of a disability due to a motor vehicle accident, be received as motor vehicle no fault wage loss benefits, in an amount when combined with the statutorily required Workers' Compensation Benefit, does not exceed a total of one hundred percent (100%) of the regular after-tax rate of pay for a period of two (2) years.
- C. Officers receiving benefits in accord with Article 37.30(B) above shall be placed on duty disability retirement as soon as they are determined to be eligible under the Retirement Ordinance. However, after two (2) years on workers' compensation they will be presumed eligible and application will automatically be made on their behalf for such retirement. If for any reason they are determined to be ineligible, they may continue receiving the benefits provided under Article 37.30(B) beyond the two (2) year period.

**37.31**

Officers filing claims and receiving Workers' Compensation shall earn sick and annual leave for up to two (2) years. All officers receiving Workers' Compensation shall be paid off excess annual leave in accordance with Article 27.07 of the Agreement.

**37.32**

Medical Insurance, Dental Insurance, Life Insurance, and Optical Benefits for which the officer would otherwise be entitled pursuant to this Agreement, shall be continued while an officer is on Workers' Compensation but not to exceed two (2) years.

37.33

Employees who are not working due to an on the job injury and collecting benefits under this Article will be paid their annual uniform allowance and an annual uniform maintenance allowance on the dates required under Articles 34.12 through 34.14; however, the time period that the member was not working due to an on the job injury and collecting benefits under this Article shall be deducted from the annual allowances. Such deduction shall be prorated on a monthly basis.

37.34

Employees who are not working due to an on the job injury and collecting benefits under this Article will be paid their weapon qualifying allowance on the date required and under the provisions of Article 34.13. However, the party recognizes that the Sheriff has the sole authority over the gun range facilities, therefore when a member is not working due to an on the job injury and collecting benefits under this Article, such member shall not be allowed to qualify until he/she has returned to full time duty.

37.35

Upon returning to work, if physically able, an officer shall be restored to his or her former classification.

37.36

During the period an officer is on Workers' Compensation and drawing supplemental pay, Union dues shall be deducted from his/her supplemental pay.

37.37

The Employer may assign duties to an officer who is placed in a Workers' Compensation status which are within the physical ability of the officer to perform. If the member refuses to perform these job duties, the member shall no longer be eligible for supplemental Workers' Compensation pay. Employees returned to work in accordance with this paragraph will be entitled to their life insurance, medical, dental and optical benefits.



37.38

If an officer receives an economic benefit from the Employer's automobile insurance carrier as a result of the officer being injured in the line of duty, said payment shall offset the Employer provided supplemental Workers' Compensation pay on a dollar-for-dollar basis.

37.39

When combined with statutory payments, supplemental payments and economic benefits from the Employer's automobile insurance carrier, the combined payment shall equal one hundred percent (100%) of the officer's net pay and no more.

37.40

All officers on Workers' Compensation who meet the eligibility requirements in Article 22 of this Agreement shall be entitled to take promotional examinations. The officer upon returning to work will be placed on the list in the appropriate position as indicated by his score. If bypassed for promotion, the officer will be placed on the promotional recall list.

37.41

Where an employee is found to be ineligible for, or overpaid, Workers' Compensation benefits, those workers' compensation benefits or any supplemental payments made in accord with Article 37.30(B), may be recovered by the County through payroll deduction upon the employee's return to work or by offsetting any other pay or benefits in equal amount.

37.42

If this contract is extended by mutual agreement of the parties, for the purpose of collective bargaining, the provisions described in this Article shall continue.

## **ARTICLE 38 – RETIREMENT**

### **38.01 General Provisions:**

- A. The detailed provisions of Wayne County Employee's Retirement System shall control except where changed or amended below.

- B. Each employee shall participate in a retirement savings plan offered by the County.
- C. Employees participating in a retirement plan offered by the County hired prior to the date of execution of this Agreement by the County Executive must meet all age and service requirements to be eligible for post retirement insurance and health care benefits pursuant to the Wayne County Health and Welfare Benefit Plan, effective December 1, 2006.
- D. All employees hired on or after December 1, 1986, and prior to October 1, 2001, shall be eligible for participation in Defined Benefit Plan #2 or Defined Contribution Plan #4.
- E. The Hybrid Retirement Plan shall be mandatory for all new employees hired and former employees re-employed, reinstated or rehired on or after October 1, 2001.
- F. Unless otherwise specified, regardless of the Retirement Plan, all employees hired, re-employed, re-instated and rehired on or after December 1, 1990, shall not be eligible for insurance and health care benefits upon retirement unless they retire with thirty (30) or more years of service or after a minimum fifteen (15) years of service at age (60) or older. However, employees in the Hybrid Retirement Plan shall only be eligible for insurance and health care benefits upon retirement if they retire with thirty (30) or more years of service.
- G. Regardless of the Retirement Plan, all employees hired, rehired, re-employed and reinstated on or after the date of execution of this Agreement by the County Executive will not receive nor be eligible for Employer-sponsored insurance and health care benefits upon retirement. However, these employees will be eligible to participate in an Employee Health Care Benefit Trust in accordance with 38.14(A) and the terms and conditions outlined in the *Wayne County Health and Welfare Benefit Plan*. Employees participating in the Employee Health Care Benefit Trust who retire from County employment may elect to purchase post-retirement health care insurance from the County at full rate cost, or purchase such insurance from a provider other than that provided by the County. This subsection (38.01(G)) will not apply to terminated employees reinstated through arbitration who were otherwise eligible for post-retirement health care prior to termination.
- H. Employees separating from County service with vested pension benefits who then receive, when eligible, a deferred pension payment, shall not be eligible for post retirement insurance and health care benefits.
- I. All employees hired on or after October 1, 2008 shall not be eligible for a 13<sup>th</sup> check upon retirement.
- J. One (1) year of service equals 2,080 straight time hours. No more than one (1) year of service credit may be earned in any one (1) calendar year.

- K. Effective the date of execution of this Agreement by the County Executive, and for no more than thirty (30) calendar days thereafter, employees of record with the County of Wayne in the bargaining unit as of October 1, 2008 who are members of either Retirement Plans 1, 2, 3, 5 or 6 may purchase up to two (2) years of credited service toward retirement eligibility at total actuarial cost not to exceed \$30,000.
- L. Unless otherwise specified, the terms and conditions of each Retirement Plan as indicated in the following provisions are effective beginning the date of execution of this Agreement by the County Executive for only Wayne County employees of record in the bargaining unit retiring after the date of execution.
- M. Upon the termination of this Collective Bargaining Agreement on September 30, 2011, the parties may agree to bargain over retirement related issues during the next round of contract negotiations. However, all issues concerning retirement, including but not limited to, any and all provisions outlined in Article 38 of this Agreement, covering the period of October 1, 2008 through September 30, 2011, shall not be subject to Act 312 arbitration until October 1, 2020.

#### 38.02 **Defined Benefit Plan #1 (DBP-#1)**

For employees who are members of Defined Benefit Plan #1, the detailed provisions of Wayne County Employee's Retirement System shall control except where changed or amended below.

- A. Applicable to full-time members of Local 3317 employed by the County of Wayne **PRIOR** to October 1, 1983.
- B. The Employer shall pay the employee's cost for the increase in retirement benefits in accordance with the July 31, 1972, Act 312 Award.
- C. Normal Retirement shall mean twenty-five (25) years of credited service without any age requirement.
- D. Employee contributions to the Retirement System shall be five percent (5%) of all W-2 compensation.
- E. The Employer shall contribute in addition thereto, the amounts required to actuarially fund the Retirement System.
- F. Average Final Compensation shall be equal to the average of the four (4) highest years of compensation while a member of the Retirement System. The standard method used by the Retirement System in calculating the employee's highest years shall continue to be utilized.

- G. Employees retiring under Defined Benefit Plan #1 with a regular service (normal) retirement (i.e., twenty-five [25] or more years of service), may retire with a pension benefit formula of 2.65% of Average Final Compensation multiplied by all years of credited service.
- H. The amount of County financed normal pension shall not exceed seventy-five percent (75%) of Average Final Compensation reduced by the annual equivalent, as presently used and determined by the retirement system, of any workers' compensation benefit paid on account of prior employment by the County.
- I. Effective December 1, 1995, the maximum benefit on retirement shall not exceed seventy-five percent (75%) of Average Final Compensation regardless of the formula used and regardless of the source of funding. This does not apply to employees who had thirty (30) or more years of credited service on or before November 30, 1995.

In accord with Article 38.06(A)(2), employees in Defined Benefit Plan #1 may transfer to the Hybrid Retirement Plan.

Once an employee has elected to withdraw from the Defined Benefit Plan #1, that employee may not return.

- J. If an employee receives social security disability benefits after he or she is in receipt of a disability pension or a normal pension, said social security disability benefits shall not cause the employee's pension to be reduced as is now the current practice.
- K. Employees separating from County service with vested pension benefits who then receive, when eligible, a deferred pension payment shall have that payment computed in accordance with Article 38.02(G).

### **38.03 Defined Benefit Plan #2 (DBP-#2)**

For employees who are members of Defined Benefit Plan #2, the detailed provisions of the Wayne County Employee's Retirement System shall control except where changed or amended below.

- A. Normal Retirement shall mean twenty-five (25) years of credited service without any age requirement.
- B. Eligible employees shall receive a duty disability retirement benefit which shall equal seventy-five percent (75%) of the employee's average annual compensation as otherwise provided in Defined Benefit Plan #1.
- C. In accord with Article 38.06(A)(2), employees in Defined Benefit Plan #2 may transfer to the Hybrid Retirement Plan.

- D. Once an employee has elected to withdraw from Defined Benefit Plan #2, that employee may not return.

**38.04 Defined Benefit Plan #3 (DBP-#3)**

For employees who are members of Defined Benefit Plan #3, the detailed provisions of the Wayne County Employee's Retirement System shall control except where changed or amended below.

- A. Normal Retirement shall mean twenty-five (25) years of credited service without any age requirement. An employee hired prior to the date of execution of this Agreement by the County Executive who retires with twenty-five (25) years of credited service shall receive all medical benefits as otherwise provided under the terms of this Agreement.
- B. The amount of normal retirement compensation shall be equal to the sum of two percent (2.00%) of average final compensation multiplied by credited service for the first twenty (20) years; two and one-half percent (2.50%) of average final compensation multiplied by credited service for the next five (5) years; and three percent (3.00%) of average final compensation multiplied by credited service for years over twenty five (25).

Effective upon the date of execution of this Agreement by the County Executive, the amount of normal retirement compensation shall be equal to the sum of two and one-half percent (2.50%) of average final compensation multiplied by credited service for the first twenty-five (25) years; and three percent (3.00%) of average final compensation multiplied by credited service for years over twenty five (25). Employees will be required to pay five hundred dollars (\$500.00) per year for every year of credited service up to twenty (20).

Effective the date of execution of this Agreement by the County Executive, Average Final Compensation will also include final payouts of excess sick and annual leave made pursuant to Articles 27.11 and 28.12, overtime, and accumulated holiday reserve time. In addition, the member contribution rate will include payouts of excess sick and annual leave made pursuant to Articles 27.07 and 28.03, overtime, and any payment of accumulated holiday reserve time.

- C. Eligible employees shall receive a duty disability retirement benefit which shall equal seventy-five percent (75%) of the employee's average annual compensation as otherwise provided in Defined Benefit Plan #1.
- D. Employees in Plan 3 may also purchase, at total actuarial cost, years of credited service earned by the employee while employed with a previous governmental Employer, not to exceed the total number of years earned with that Employer.

38.05      **Defined Contribution Plan #4 (DCP-#4)**

For employees who are in Defined Contribution Plan #4, the detailed provisions of the Wayne County Employee's Retirement System shall control except where changed or amended below.

- A. Normal retirement shall mean twenty-five (25) years of credited service at age fifty-five (55), twenty (20) years of credited service at age sixty (60), or eight (8) years of credited service at age sixty-five (65).

Effective October 1, 2001, normal retirement shall also mean thirty (30) years of credited service without an age requirement. An employee hired prior to the date of execution of this Agreement by the County Executive who retires with thirty (30) years of service will receive medical benefits as otherwise provided under the terms of this Agreement. An employee in Defined Contribution Plan #4 may apply for pension service credit for up to three (3) years of military service to meet the thirty (30) year service requirement. However, this military service credit will not be used to compute the retirement benefit.

- B. All Bargaining Unit members who elect the Defined Contribution Plan #4 shall contribute no less than one percent (1%) nor more than two and one half percent (2.5%) of gross wages to the plan. Effective December 1, 1999, members with twenty (20) or more years of credited service may contribute up to three percent (3%) of gross wages to the Plan.
- C. The Employer shall contribute \$4.00 for each \$1.00 the employee contributes. After the employee reaches twenty (20) years of credited service, the County shall contribute \$5.00 for each \$1.00 the employee contributes.
- D. Effective beginning December 1, 1999, employees may contribute an additional 7.5% of gross wages to the Plan annually with no matching County contribution. The combined total contribution that an employee may make to Plan #4 and to the Deferred Compensation Program (the 457 Plan) cannot exceed \$30,000.00 annually, and must otherwise conform to Internal Revenue Service Rules and Regulations.
- E. Vesting in the Defined Contribution Plan shall occur as follows:
1. An employee with less than three (3) years of total County credited service who voluntarily terminates employment shall be permitted to withdraw only the employee's contribution from the Defined Contribution Plan #4, plus earnings on those withdrawal contributions, if any.
  2. After three (3) years of total County credited service or upon involuntary termination of employment other than for cause, the employee shall be permitted to withdraw both the employee and Employer contributions, plus earnings, if any.

- F. The funds deposited with the Retirement System as contributions to the Defined Contribution Plan #4 shall be invested as specified by the Retirement Ordinance.
- G. Effective October 1, 2001, the Defined Contribution Plan #4 – Loan Program will be eliminated.
- H. Distribution of the funds from the Defined Contribution Plan #4 shall be in accordance with the prevailing rules and regulations of the Internal Revenue Service and the Retirement Ordinance.
- I. Except as provided in 38.05(J) below, employees in Defined Contribution Plan #4 may not opt for a Defined Benefit Plan.
- J. In accord with Article 38.06(A)(2), employees in Defined Contribution Plan #4 may elect to transfer to the Hybrid Retirement Plan.
- K. Once an employee has elected to withdraw from Defined Contribution Plan #4, that employee may not return.
- L. Effective upon execution of this Agreement by the County Executive, eligible employees may receive a duty disability retirement benefit in the form of an annuity purchased from available, vested Plan 4 contributions equal to seventy-five percent (75%) of the employee's average annual compensation as otherwise provided in Defined Benefit Plan #1. The employee will be required to surrender all funds in the Plan, including both employee and vested Employer contributions. In the event an employee has an outstanding loan from the Plan, loan payments shall continue as scheduled through equivalent withholding from the employee's monthly disability retirement benefit until such loan is repaid in full. Should the employee become deceased prior to full repayment, the employee's estate shall be responsible for any outstanding amount.

**38.06 Hybrid Retirement Plan #5 (HRP # 5)**

**A. General Provisions:**

1. The Hybrid Retirement Plan #5 shall be mandatory for all new employees hired and former employees re-employed, re-instated or rehired on or after October 1, 2001.
2. Employees hired, re-employed, re-instated or rehired prior to October 1, 2001, who are members of Defined Contribution Plan #4, may elect to transfer from their current Retirement Plan to the Hybrid Retirement Plan during a one-time window period of thirty (30) calendar days following the date of execution of this Agreement by the County Executive. Employees electing to transfer from the

Defined Contribution Plan #4 into the Hybrid Retirement Plan must fully purchase their entire credited service into the Plan, at total actuarial cost, within the thirty (30) calendar day window period or they will forfeit eligibility for transfer into the Plan.

Transferring employees shall be responsible for the full actuarial cost of purchasing credited service. Once an employee elects to transfer to the new Hybrid Retirement Plan that employee may not return to his or her prior Retirement Plan.

**B. Defined Benefit Provisions:**

1. Normal retirement shall mean twenty-five (25) years of credited service at age 55, twenty (20) years of credited service at age 60, eight (8) years of credited service at age 65 or thirty (30) years of credited service without an age requirement. An employee in Plan 5 hired prior to the date of execution of this Agreement by the County Executive who retires with thirty (30) years of service will receive medical benefits as otherwise provided under the terms of this Agreement.

An employee in Plan 5 hired prior to May 2, 2007 who reaches twenty-five (25) years of credited service by May 2, 2012 will be allowed to retire with medical benefits as otherwise provided under the terms of this Agreement.

2. Effective May 2, 2007, the amount of retirement compensation shall equal two percent (2.0%) per year times average final compensation for all years of credited service.
3. Average final compensation shall be equal to the monthly average of the employee's base compensation for the last five (5) years of credited service. Effective the date of execution of this Agreement by the County Executive, compensation will include final payouts of excess sick and annual leave made pursuant to Articles 27.11 and 28.12, overtime, and accumulated holiday reserve time.

Effective May 2, 2007, employees in the Hybrid Retirement Plan shall contribute one percent (1%) of compensation to the Retirement System. For purposes of the 1% contribution rate calculation, compensation shall include payouts of excess sick and annual leave made pursuant to Articles 27.07 and 28.03, overtime, and accumulated holiday reserve time.

4. Regarding deferred retirement, vesting shall occur upon completion of eight (8) years of credited service. The amount of retirement compensation shall be computed as normal retirement, but based on the actual number of years of credited service and average final compensation at the time of termination. The payment of retirement benefits shall begin at age sixty-five (65).



5. Eligible employees shall receive a duty disability retirement benefit. The amount of retirement compensation shall be computed as normal retirement with additional service credit granted from the date of retirement to age sixty (60). The total Plan 5 duty disability benefit, including that received under section 38.06(C)(4) below, shall not exceed seventy-five percent (75%) of the employee's average compensation as otherwise provided in Defined Benefit Plan #1.

Payments of workers' compensation benefits will be used to reduce an employee's retirement compensation. No age or service requirements apply.

6. Employees shall be eligible for a non-duty disability retirement upon completion of ten (10) years of credited service. The amount of retirement compensation shall be computed as normal retirement, but based on the actual number of years of credited service and average final compensation at the time of termination. The Employer reserves the right to limit payments from the Retirement System through the use of proceeds from the Employer's long-term disability policy.
7. In the event of an employee's death prior to retirement, normal retirement shall mean ten (10) or more years of credited service or eight (8) years of credited service at age 65. The amount of retirement compensation paid to the spouse shall be computed as normal retirement, but actuarially reduced in accordance with a one hundred percent (100%) joint and survivor election. If there is no eligible spouse, unmarried children under age eighteen (18) shall receive equal shares of fifty percent (50%) of the normal retirement benefit.
8. Employees in the Hybrid Retirement Plan shall be eligible for post retirement cost-of-living adjustments in the form of distributions from the Reserve for Inflation Equity.
9. Employees in the Hybrid Retirement Plan may purchase, at total actuarial cost, years of credited service earned by the employee while employed with a previous governmental Employer, not to exceed the total number of years earned with that Employer.

C. Defined Contribution Provisions:

1. All employees in the Hybrid Retirement Plan shall contribute three percent (3%) of base compensation to the plan. Effective May 2, 2007, all employees in the Hybrid Retirement Plan shall contribute two percent (2%) of base compensation to the plan. An employee shall be immediately vested in one hundred percent (100%) of his or her contributions.
2. The Employer shall contribute three percent (3%) of the employee's base compensation to the Plan. Effective May 2, 2007, the Employer's contribution to the Plan shall be reduced to two percent (2%) of the employee's base compensation.

An employee shall be vested in the Employer's contributions as follows:

- a. Fifty percent (50%) vested in the Employer's contribution upon completion of one (1) year of service;
  - b. Seventy-five percent (75%) vested upon completion of two (2) years of service; and
  - c. One hundred percent (100%) vested upon completion of three (3) years of service.
3. Upon termination, an employee may select one (1) of the following distribution options:
- a. Lump sum distribution of the vested account balance,
  - b. Rollover of the vested account balance into a qualified plan,  
or
  - c. Annuitizing the vested account balance if the employee is also eligible for a defined benefit pension.
4. Effective upon execution of this Agreement by the County Executive, eligible employees may receive a duty disability retirement benefit in the form of an annuity purchased from available, vested Plan 5 contribution-side funds. The total Plan 5 duty disability benefit, including that received under section 38.06(B)(5) above, shall not exceed seventy-five percent (75%) of the employee's average compensation as otherwise provided in Defined Benefit Plan #1. The employee will be required to surrender all accumulated funds in the Plan, including both employee and vested Employer contributions. In the event an employee has an outstanding loan from the Plan, loan payments shall continue as scheduled through equivalent withholding from the employee's monthly disability retirement benefit until such loan is repaid in full. Should the employee become deceased prior to full repayment, the employee's estate shall be responsible for any outstanding amount.

#### 38.07 **Hybrid Retirement Plan #6 (HRP # 6)**

##### A. General Provisions:

1. Effective the date this Agreement is executed by the County Executive, the County of Wayne will establish a new hybrid retirement benefit plan option #6 (i.e., Hybrid Retirement Plan #6) for eligible employees of record with the County of Wayne who were in the bargaining unit on October 1, 2008.

2. The defined benefit side multiplier for all years of credited service shall be 2.5% of Average Final Compensation.
3. Average Final Compensation shall be equal to the average of the best five (5) out of the last seven (7) years of compensation while a member of the Retirement System and shall include the same payout computation elements included in the Hybrid Plan #5 (i.e., final payouts of excess sick and annual leave made pursuant to Articles 27.11 and 28.12, overtime, and accumulated holiday reserve time).
4. Normal retirement shall mean twenty-five (25) years of credited service at age 55, twenty (20) years of credited service at age 60, eight (8) years of credited service at age 65 or thirty (30) years of credited service without an age requirement. An employee in Plan 6 hired prior to the date of execution of this Agreement by the County Executive who retires with thirty (30) years of service will receive medical benefits as otherwise provided under the terms of this Agreement.
5. Employees in the Hybrid Retirement Plan #5 may transfer into Hybrid Plan #6 provided they elect, transfer into, and fully purchase into Plan #6 at a rate of \$500.00 per year for each year of credited service no later than thirty (30) calendar days after the date this Agreement is executed by the County Executive.
6. Eligible employees of record transferring into Hybrid Plan #6 shall contribute 4% of all W-2 compensation to the Retirement System.
7. For purposes of the applicable employee contribution rate calculation, compensation shall include payouts of excess sick and annual leave made pursuant to Articles 27.07 and 28.03, overtime, and accumulated holiday reserve time.
8. Employees shall also be allowed to make contributions to the contribution side of Plan #6 with no Employer match, subject to all IRS rules and regulations.
9. Once an employee elects to transfer to the new Hybrid Plan #6, that employee may not return to his or her prior Retirement Plan.
10. Eligible employees shall receive a duty disability retirement benefit. The amount of retirement compensation shall be computed as normal retirement with additional service credit granted from the date of retirement to age sixty (60). The total Plan #6 duty disability benefit, including that received under the contribution side of Plan #6, shall not exceed seventy-five percent (75%) of the employee's average compensation as otherwise provided in Defined Benefit Plan #1.

The employee will be required to surrender all accumulated funds in the Plan, including both employee and vested Employer contributions. In the event an employee has an outstanding loan from the Plan, loan payments shall continue as scheduled through equivalent withholding from the employee's monthly disability retirement benefit until such loan is repaid in full. Should the employee become deceased prior to full repayment, the employee's estate shall be responsible for any outstanding amount.

#### **38.08 Retirement Option – Purchase of Military Service**

Military service time prior to County employment may be purchased up to a maximum of six (6) years at full actuarial cost. Purchase shall be in one (1) month increments with twelve (12) months of purchase needed for one year of credit. Purchases of service credits under this section, when combined with the credits purchased or earned under prior military service provision, shall not exceed six (6) years.

- A. The Retirement Commission may establish rules not in conflict with this Section for the implementation of this Section. Such rules may define payment schedules, limit purchases when military time has already been used as a credit in another public pension system, limit the way this time may be used, or limit purchases to specified time periods on an annual basis or within certain periods after the date of the member's first employment with the County.
- B. This provision does not apply for employees who are members of Defined Contribution Plan #4.

#### **38.09 Non-Duty Disability Retirement**

The Employer retains the right to place an employee into non-duty disability status under the same terms and conditions as now apply to the Defined Benefit Plan #1 and in the Defined Contribution Plan #4. The specific terms of the benefits to be provided to non-duty disability retirees under Plan #4 shall be as published by the Retirement Department. Upon request the parties will meet to negotiate changes if necessary.

#### **38.10 Deferred Compensation**

The Employer shall continue to allow deductions for qualified Deferred Compensation Plans.

**38.11 Supplemental Retirement**

The Employer shall offer to any employee a non-qualified supplemental retirement program by which the employee shall be allowed to reduce his or her wages in order to be eligible for said supplemental retirement program.

**38.12**

The Union shall notify the Employer as to which company shall be used as the carrier or broker for this program, which shall be offered by way of payroll deduction.

**38.13**

If the County adopts a Deferred Compensation Program that would be more beneficial to employees in this Bargaining Unit, the Union shall have the option to:

- A. Remain in the current plan as outlined in Articles 38.10 and 38.11 or,
- B. Adopt the new program.

**38.14 Post-Retirement Health Care Benefit Trust**

**A. Employee Health Care Benefit Trust**

1. Except as provided below, employees hired on or after the date of execution of this Agreement by the County Executive shall not receive or be eligible for Employer-sponsored insurance or health care benefits upon retirement.
2. Employees hired on or after the date of execution of this Agreement by the County Executive shall be eligible to participate in the Employee Health Care Benefit Trust ("Trust") established by the Employer. The Trust will be administered by a committee consisting of four (4) members. One (1) member shall be an employee of Wayne County appointed by Michigan AFSCME Council 25. One (1) shall be a member of Wayne County AFSCME Local 3317. The remaining two (2) members shall be appointed by the Wayne County Executive. In the event of a tie vote, the Wayne County Director of Personnel/Human Resources shall cast the deciding vote.
3. Employees who elect to participate in the Trust will be required to make contributions in the amount of two percent (2%) of their base wage rate to fund the Trust. Contributions will be made in the form of bi-weekly payroll deduction, as specified in the Wayne County Health and Welfare Benefit Plan, and employees will otherwise be subject to the terms and conditions outlined therein.

4. The Employer will also contribute five percent (5%) of the employee's base wage rate to the Trust in accordance with the terms of the *Wayne County Health and Welfare Benefit Plan*.
5. Fund distributions from the Trust will be subject to all applicable Internal Revenue Service rules and regulations.

B. **Permanent Waiver of Post-Retirement Health Benefits**

1. Employees hired prior to the date of execution of this Agreement by the County Executive may elect to permanently relinquish their current or future eligibility to receive post-retirement insurance and health care benefits from the County.
2. Employees electing to permanently waive post-retirement health care benefits under this Article may elect to participate in the Employee Health Care Benefit Trust as described in Article 38.14(A) above.

**38.15 Retirement Board Eligibility**

Effective the date of execution of this Agreement by the County Executive, if not otherwise prohibited by law, eligibility for election or appointment to a position of trustee on the Board of the Wayne County Employees Retirement System will include retired employees of Wayne County who reside within the State of Michigan.

## **ARTICLE 39 – ECONOMIC IMPROVEMENTS**

**39.01 Special Skills Positions**

- A. Effective beginning December 1, 1996, eligible employees shall receive one thousand five hundred dollars (\$1,500.00) per year in addition to their base wage rate while working in one of the following special skills positions:
1. Bomb Technician
  2. Canine Unit
  3. Crime Lab./I.D. & Central Photo
  4. Investigative Units
  5. Marine Safety Unit
  6. Motorcycle Unit
  7. Polygraph Operator
  8. Regional Dispatch Center
  9. S.W.A.T. Unit

- B. Effective beginning October 1, 2001, employees in the classifications of Police Sergeant and Police Lieutenant will receive an additional one thousand dollars (\$1,000) per year upon completion of five (5) years of service in-grade.

**39.02 Executive Staff Officers**

All employees assigned to executive staff positions as enumerated in Article 21.02(B) shall receive additional compensation in the amount of two thousand dollars (\$2,000.00) per year during the term of that assignment.

Effective June 1, 1999, all employees assigned to the County Executive's Office will receive the additional compensation of two thousand dollars (\$2,000.00) per year provided by the above paragraph during the term of that assignment.

**39.03 Wage Rates For Employees In Local 3317**

**A. Police Sergeant:**

1. The following base wage rates shall apply to regular full-time employees of record who are employed with the County of Wayne in the classification of Police Sergeant as of the date this Agreement is executed by the County Executive:

<b>STEP</b>	<b>9-30-08</b>	<b>10-01-08</b>	<b>10-01-09</b>	<b>10-01-10</b>
<b>[Entry]</b>	\$63,259	\$63,259	\$63,259	\$63,259
<b>2</b>	\$64,913	\$64,913	\$64,913	\$64,913
<b>3</b>	\$66,568	\$66,568	\$66,568	\$66,568

2. Annual Step Increases:

Based on the number of completed months of service in-grade, the above-cited regular full-time employees of record employed with the County of Wayne in the classification of Police Sergeant shall be placed at the following annual base wage rates on the dates indicated:

<b>COMPLETED MONTHS OF SERVICE IN-GRADE</b>	<b>9-30-08</b>	<b>10-01-08</b>	<b>10-01-09</b>	<b>10-01-10</b>
<b>Less than 12 months of service</b>	\$63,259	\$63,259	\$63,259	\$63,259
<b>12 or more months of service</b>	\$64,913	\$64,913	\$64,913	\$64,913
<b>24 or more months of service</b>	\$66,568	\$66,568	\$66,568	\$66,568

3. Minimum Base Wage Rates:

Employees of record with the County of Wayne promoted to the classification of Police Sergeant shall be placed at the minimum base wage rate in effect as of the date of their promotion as follows:

<b>Effective Date</b>	<b>9-30-08</b>	<b>10-01-08</b>	<b>10-01-09</b>	<b>10-01-10</b>
<b>Minimum Base Wage Rate</b>	\$63,259	\$63,259	\$63,259	\$63,259

B. **Police Lieutenant:**

1. The following base wage rates shall apply to regular full-time employees of record who are employed with the County of Wayne in the classification of Police Lieutenant as of the date this Agreement is executed by the County Executive:

<b>STEP</b>	<b>9-30-08</b>	<b>10-01-08</b>	<b>10-01-09</b>	<b>10-01-10</b>
<b>[Entry]</b>	\$69,917	\$69,917	\$69,917	\$69,917
<b>2</b>	\$72,796	\$72,796	\$72,796	\$72,796
<b>3</b>	\$75,676	\$75,676	\$75,676	\$75,676

2. Annual Step Increases:

Based on the number of completed months of service in-grade, the above-cited regular full-time employees of record employed with the County of Wayne in the classification of Police Lieutenant shall be placed at the following annual base wage rates on the dates indicated:



<b>COMPLETED MONTHS OF SERVICE IN-GRADE</b>	<b>9-30-08</b>	<b>10-01-08</b>	<b>10-01-09</b>	<b>10-01-10</b>
<b>Less than 12 months of service</b>	\$69,917	\$69,917	\$69,917	\$69,917
<b>12 or more months of service</b>	\$72,796	\$72,796	\$72,796	\$72,796
<b>24 or more months of service</b>	\$75,676	\$75,676	\$75,676	\$75,676

3. Minimum Base Wage Rates:

Employees of record with the County of Wayne promoted to the classification of Police Lieutenant shall be placed at the minimum base wage rate in effect as of the date of their promotion as follows:

<b>Effective Date</b>	<b>9-30-08</b>	<b>10-01-08</b>	<b>10-01-09</b>	<b>10-01-10</b>
<b>Minimum Base Wage Rate</b>	\$69,917	\$69,917	\$69,917	\$69,917

- C. Annual step increases will continue beyond the expiration date of the Collective Bargaining Agreement [September 30, 2008] for those employees who are below the maximum wage step for their classification.
- D. For the 2010-2011 fiscal year, effective September 1, 2011, all eligible employees who were of record with the County of Wayne on October 1, 2008 shall receive a one-time, lump sum, deferred ratification/signing bonus in the amount of one thousand dollars (\$1,000.00). In order to be eligible for the deferred bonus an employee must have been an active employee of record with the County on: (1) October 1, 2008; (2) the date the County Executive executes the new 2008-2011 collective bargaining agreement; and (3) on September 1, 2011.

**ARTICLE 40 – DIFFERENTIAL PAYMENT**

**40.01 Shift Differential**

All employees assigned to a regular afternoon or night shift during which four (4) or more hours fall between 6:00 P.M. and 6:00 A.M. shall be paid a shift differential of sixty cents (.60) per hour for all hours worked during the said regular shift, and for all additional hours worked in excess of the regular shift.

40.02        **Weekend Differential**

A.     Saturday:

All employees required to work on Saturday shall be paid a weekend differential of forty-five cents (.45) per hour.

B.     Sunday:

All employees required to work on Sunday shall be paid a weekend differential of fifty cents (.50) per hour.

**ARTICLE 41 – ERRORS IN WAGES, FRINGE BENEFITS  
AND LEAVE TIME**

41.01

Overpayments which are the result of clerical or mechanical errors in calculating an employee's wages or fringe benefits may be deducted from the employee's pay, within six (6) months after the overpayment is made, provided the employee is given a written explanation of the deduction at least one (1) pay period before the wage payment affected by the deduction is made, or at the option of the employee, money may be paid back.

41.02

Deductions will be itemized and no more than fifteen percent (15%) of an employee's pay may be deducted from a paycheck unless otherwise agreed by the employee.

41.03

Errors made in the computation or payment of any leave time may be recovered by adjustment of current leave balances, by offsetting future leave earnings or at the option of the employee, money may be paid back.

41.04

Restitution shall not prohibit appropriate disciplinary action where an employee could reasonably know the overpayment was improper.

41.05

An employee who believes that an underpayment of wages, fringe benefits or leave time has occurred, must notify Management within twelve (12) months after the alleged violation occurs, or the underpayment will be considered resolved as paid.

## **ARTICLE 42 – EMPLOYEE SAFETY**

42.01

The Employer and the Sheriff shall have the sole responsibility to maintain all equipment in a safe operating condition when furnished by the Employer for use by the employee in the performance of their assigned duties.

42.02

In the event an employee shall claim the equipment furnished by the Employer is unsafe for use in the performance of their assigned duties, the employee shall be required to report the alleged equipment defects to the immediate attention of their Commanding Officer and/or Division Commander, in writing.

A copy of the complaint shall be forwarded to the Divisional Chief Steward and the Safety Committee.

42.03

If the reported complaint is not satisfactorily resolved by the Command Officer or Division Commander, the employee may exercise their rights of direct recourse to the grievance procedure. Grievances relating to any safety matter shall be filed at Step 2 of the Grievance procedure.

42.04

A Safety Committee, comprised of three (3) employees from the Union and four (4) employees representing the Employer shall be established for the purpose of conducting semiannual meetings in order to discuss and recommend safety procedures.

42.05

It is agreed between the parties that the existing safety standards will be maintained.

42.06

All employees using department vehicles on a regular basis, in law enforcement operations, shall be furnished with a department radio.

### **ARTICLE 43 – GENERAL PROVISIONS**

#### **43.01 Severability Clause**

Should any Court, Board or Agency of competent and proper jurisdiction rule that any part or parts of this Agreement are void or of no effect, the remaining parts of the Agreement shall continue to be binding on the parties. This clause is made without prejudice to any of the parties hereto and is not an admission by any of the parties. It shall not be used in any litigation involving the aforesaid parties.

#### **43.02 Savings Clause**

All fringe benefits not changed or covered by this agreement that are now being received by employees in the Bargaining Unit shall remain in full force and effect, and no change shall be made or effected by the Employer which shall alter such fringe benefits without notice to and consent by the Union.

Except for workers' compensation claims, employees separating from County service by resignation, retirement or discharge shall have one hundred eighty (180) days from the effective date of separation to file any claims, civil actions, lawsuits or administrative charges related to their employment with the County. Failure to file such claims or charges within that time period shall result in a complete release and waiver of all claims or actions that the employee could have instituted or asserted concerning his or her employment with the County of Wayne.

#### 43.03 **Waiver of Bargaining**

The parties affirm, each to the other, that during negotiations each was permitted an unrestricted right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that after the exercise of that right and opportunity, this Agreement sets forth the rights and obligations of the parties thereto.

#### 43.04

It is therefore agreed that the Employer and the Union during the term of this Agreement, each to the other, voluntarily and without qualification, waives the right and shall not be obligated to bargain collectively with respect to any subject or matter specifically or by reference covered in this Agreement; nor with respect to any matter or subject not specifically or by reference covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both parties during negotiations or upon the signing of this Agreement, unless subsequently stipulated by mutual consent of the parties.

#### 43.05 **Designees of the Sheriff's Department**

Total responsibility for implementing this Agreement rests with the Labor Relations Division and the Sheriff. Whenever language is used in this Agreement naming the Sheriff, it will be presumed, absent clear evidence to the contrary, that a representative employed in the Wayne County Sheriff's Department may be designated by the Sheriff to act in his or her place.

#### 43.06 **Maintenance of Conditions**

Wages, hours and conditions of employment legally in effect at the execution of this Agreement shall, except as changed herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in such benefit as a consequence of the execution of this Agreement.

#### 43.07 **Contracting**

The County, through the Chief Executive Officer, will assist the Sheriff's Department in developing contracts for law enforcement services. To this end, when it is necessary to hire additional personnel into the Sheriff's Department in order to assign police personnel to the contracting unit or agency, not a part of Wayne County Government the cost charged back to said contracting unit of government or agency for said additional employee shall be the cost of

replacement personnel as determined by the Chief Executive Officer. This may require an administrative charge of up to ten (10%) percent of the total cost of the contract.

43.08

It is further agreed that any supervisory law enforcement positions which come under the control of the County by way of contract or otherwise shall be represented by the Union and insofar as possible subject to the expressed terms and conditions of this contract except as otherwise agreed.

**43.09            Entire Agreement**

This Agreement contains the entire understanding and agreement of the parties. It is further agreed that there are no verbal agreements or understandings or past practices that affect or qualify any of the terms of this Agreement. This Agreement and all the provisions herein shall not be altered, modified, or changed unless mutually agreed to by the Labor Relations Director and the Union.

**43.10            Performance Appraisal**

The Employer shall have the right to establish a performance appraisal system for employees in accordance with Article 4.324 of the Wayne County Charter.

**43.11            Reserve Command Officers**

The Sheriff may utilize Reserve Command Officers to supervise Reserve Deputies at his or her discretion, so long as they are not utilized as a replacement of employees occupying budgeted positions.

**ARTICLE 44 – TEMPORARY POOL**

44.01

Notwithstanding Article 3.02 of this Agreement, the Sheriff shall have the right to utilize the services of temporary Sergeants and Lieutenants to fill absences or vacancies created by a leave of any kind for any work assignments located in the Jail Divisions. All individuals selected for a temporary Sergeant or Lieutenant assignment must have either retired in good standing from a Wayne County law enforcement classification or been selected from an eligible list.

44.02

Temporary Sergeants and Lieutenants shall be entitled to statutory benefits provided by law and included in the bargaining unit covered by this Agreement for the sole purpose of paying union dues on a pro-rated basis. Temporary Sergeants and Lieutenants will be paid the hourly rate equivalent of the entry level Sergeant or Lieutenant rate in effect on the date of execution of this Agreement by the County Executive and will not otherwise receive or be eligible for any contractual increases, premiums, or other special duty pay. Temporary Sergeants and Lieutenants are "at-will" and shall in no way, at any time, gain regular status or attain any rights, benefits or privileges, contractual or otherwise, enjoyed by regular status employees represented by the bargaining unit. Additionally, temporary Sergeants and Lieutenants shall not have access to the grievance or arbitration procedure contained in any Article or section of this Agreement.

44.03

Selections for temporary service assignments in the classification of Lieutenant pursuant to this Article shall first be made from full-time employees in the bargaining unit who are on the eligible list for promotion to Lieutenant.

## **ARTICLE 45 – DURATION OF AGREEMENT**

45.01

This Agreement shall be effective October 1, 2008, and shall remain in full force and effect through September 30, 2011.

45.02

This Agreement shall continue in effect for consecutive yearly periods after September 30, 2011, unless notice is given, in writing, by either the Union or the Employer to the other party at least sixty (60) days prior to September 30, 2011 or any anniversary date thereafter, of its desire to modify, amend, or terminate this Agreement.

45.03

If such notice is given, this Agreement shall be open to modification, amendment, or termination, as such notice may indicate.

45.04

Subsequent to the effective date of this Agreement, and during the period it remains in effect under section 45.01 above, should another County-associated bargaining unit negotiate a new collective bargaining agreement for the 2008-2011 contract period that contains an aggregate level of retirement, health care, and base wage benefits that exceeds that which is contained in this Agreement, AFSCME Local 3317 will be granted the greater level of benefits effective the same date as the effective date of the greater level of benefits.

**FOR THE UNION:**

Gerard J. Grysko  
Gerard J. Grysko, President  
AFSCME-Local 3317

Dated: 10/24/08

**FOR THE COUNTY:**

Robert A. Ficano  
Robert A. Ficano,  
County Executive

Dated: 11/7/08

Mark D. Dukes  
Mark D. Dukes, Director  
Labor Relations Division

Dated: 10/24/08

**Approved by:**

Wayne County Commission  
Resolution No. 2008-680

Dated: 11/6/08