

***COLLECTIVE BARGAINING AGREEMENT***

***BETWEEN***



**Robert A. Ficano  
County Executive**

**- AND -**

***POLICE OFFICERS ASSOCIATION OF MICHIGAN***

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

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## **AGREEMENT**

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 Police Officers Association of Michigan, (hereinafter referred to as "POAM" or the "Union").

### **PURPOSE AND INTENT**

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

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.

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 or harassed because of sex, age, height, weight, race, color, creed, national origin, political or religious belief, marital status, or sexual orientation.

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 8 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 1 – RECOGNITION**

### 1.01

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 all full-time Police Officers and Corporals permanently employed by the County of Wayne performing non-supervisory law enforcement work.

### 1.02

Except as provided in Section 1.05, that work which has been traditionally performed by members of the Bargaining Unit, from the date this Agreement goes into effect, shall be performed exclusively by members of the Bargaining Unit. Bargaining Unit positions shall not be reclassified or retitled without prior written agreement between the parties.

### 1.03

Job assignments as listed below, unless determined by department management, will not require assignment of bargaining unit members when these assignments are clerical in nature and/or do not require the supervision of inmates in the performance of these assignments. Such clerical and/or non-inmate supervisory assignments shall not be included as full-time positions for shift preference or transfers, beginning with the bid period which takes effect on April 18, 1994:

- A. Mail
- B. Utility
- C. Maintenance
- D. Trustee/Sanitation
- E. Inmate Clothing
- F. Recreation
- G. Commitment
- H. Phone Bank
- I. Clerical assigned to Sgt. and/or Lt. office
- J. Administrative

In the event that the Employer, at any time after April 18, 1994, determines that a Police Officer is required to perform any of the duties described above on a full-time basis, the prior method by which Officers were selected will be used to fill these assignments.

1.04

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 1969 PA 312 for the resolution of disputes.

1.05

Notwithstanding Article 1.02 of this Agreement, the Sheriff shall have the right to utilize the services of temporary police officers 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 police officer assignment must have retired in good standing from a Wayne County Sheriff's Department law enforcement classification or a police department, or been selected from an applicable eligible list or be a provisional employee. But first preference shall be a retired former Wayne County Sheriff's Department law enforcement employee when available.

Temporary police officers 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. However, temporary police officers are "at-will" and shall in no way, at any time, gain regular status or attain any rights or privileges enjoyed by regular status employees represented by the bargaining unit. Additionally, temporary police officers shall not have access to the grievance arbitration procedure contained in either Article 8 or Article 9 of this Agreement.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

2.01

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.

2.02

The Sheriff may cause reasonable rules of conduct and disciplinary procedures which are not in conflict with Article 9 to be compiled in a departmental manual which shall be furnished to all members of 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 equitably and uniformly applied.

### **ARTICLE 3 – AID TO OTHER UNIONS**

3.01

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 of undermining the Union.

3.02

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

### **ARTICLE 4 – UNION SECURITY**

4.01

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

4.02

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.

#### 4.03

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 after completion of 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 4.02 above. The Employer agrees to establish administrative procedures for the implementation of this section of the Agreement.

#### 4.04

No employee 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 the employee's termination. Termination of employment shall take place not later than the pay period following the Union's notice to the Labor Relations Director.

### **ARTICLE 5 – PAYMENT OF UNION DUES**

#### 5.01

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 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 fees must be tendered by payroll deduction. The term "dues" as defined herein shall exclude fines and penalties.

#### 5.02

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



### 5.03

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

### 5.04

Deductions for each payroll period shall be remitted to the designated financial officer of the Union, with a listing of employees for whom said deductions were made. The remittance of the electronic fund transfer and corresponding deduction register will occur no less than one (1) time per calendar month on the second pay date of each calendar month. This remittance will cover the first two (2) pay dates of the month. On those two (2) occasions during the calendar year, where there are three (3) pay dates in the calendar month, the County will remit the electronic fund transfer and deduction register on both the second and third pay date of the calendar month. The first remittance will cover the first two (2) pay dates of the calendar month. The second remittance will cover only the third pay date of the calendar month.

### 5.05

The Employer shall not be liable to the Union by reason of the requirements in Articles 5 and 6 of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the employees.

### 5.06

The Union will protect, hold harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Articles 5 and 6 of this Agreement.

## **ARTICLE 6 – PAYMENT OF SERVICE CHARGE**

### **6.01**

Employees who do not make application for membership in the Union as outlined in Article 4 shall tender the monthly service charge by signing the "Authorization for Deduction of Service Charge" form.

### **6.02**

Upon notification by the Union to the Employer that the employee has elected not to make application for membership in the Union, the employee shall be directed by the Union to sign an "Authorization for Deduction of Service Charge" form, and be informed of the provisions of this Agreement relating to non-compliance. The Union security provision under Article 4 shall not be operative as to any individual non-member who contests this Article regarding the appropriateness of the amount of service fees charged, as required by law.

### **6.03**

Deductions for each payroll period shall be remitted to the designated financial officer of the Union, with a listing of employees for whom said deductions were made. The remittance of the electronic fund transfer and corresponding deduction register will occur no less than one (1) time per calendar month on the second pay date of each calendar month. This remittance will cover the first two (2) pay dates of the month. On those two (2) occasions during the calendar year, where there are three (3) pay dates in the calendar month, the County will remit the electronic fund transfer and deduction register on both the second and third pay date of the calendar month. The first remittance will cover the first two (2) pay dates of the calendar month. The second remittance will cover only the third pay date of the calendar month.

### **6.04**

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 employees.

The Union will defend, indemnify and hold harmless the Employer from any and all claims, demands, suits and other liability, by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

6.05

Any individual non-union member under Article 4 may contest this Article regarding the appropriateness of the amount of the service fees charged, as required by law.

## **ARTICLE 7 – REPRESENTATION**

7.01

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.

7.02

A. Five (5) Chief Stewards shall be selected by the Union in the following five (5) Divisions:

1. Jail Division 1 - Andrew C. Baird Detention Facility (6 Alternates)
2. Jail Division 2 - (4 Alternates)
3. Jail Division 3 - William Dickerson Detention Facility (6 Alternates)
4. Court Services Division [(1) Chief Steward for the entire 3<sup>rd</sup> Circuit Court]
  - Third Circuit Court - Civil Division and Probate Court (City-County Building, Out-County Probate Court, Penobscot Building) (2 Alternates)
  - Third Circuit Court - Family Division - Juvenile Section (Juvenile Court, Juvenile Detention Facility) (2 Alternates)
  - Third Circuit Court - Criminal Division (2 Alternates)
5. Field Services Division (4 Alternates)<sup>1</sup>

- 
1. Two (2) of the alternate stewards from the Field Services Division shall be responsible for representing those employees assigned to special operations in plainclothes units. The Sheriff may exercise his or her authority to remove these two (2) alternate stewards if they occupy discretionary positions, provided the removal is not based on the steward performing union representative business.

### 7.03

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

### 7.04

- A. All Stewards, during their working hours, without either loss of time or pay, may investigate and present grievances in accordance with Article 8 including attendance at special conferences, after notification to their supervisors so that arrangements can be made for their release.

Chief Stewards who are required to leave their Division to investigate grievances or to represent their member away from their work assignment shall give their immediate supervisor two (2) hours notice and the supervisor may release the Chief Steward if it does not interfere with the operational efficiency of the Division. Release of Chief Stewards under this section shall include attendance at disciplinary hearings and Step 4 grievance meetings when requested by a Union Vice President. The supervisor shall be advised as to the expected length of absence and the Stewards shall return to their assigned work location immediately upon completion of the business for which the release was granted.

This privilege shall be exercised only when their presence is required. Stewards and Alternate Stewards will not be released for simultaneous investigation of grievances, unless mutually agreed.

- B. The Divisional Chief Steward or Alternate Steward shall be released to represent their members in matters pertaining to discipline, investigation of grievances and meetings with supervisory officers at Step 1 and Step 2 of the grievance procedure for matters taking place within the physical confines of their work location / Division, in accordance with Article 8. The steward shall give their immediate supervisor two (2) hours notice prior to the release.

The Alternate Steward may process a member's grievance as provided in Step 1 of the grievance procedure on work shifts without a Divisional 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 Divisional Chief Steward. The absence shall be caused by the Divisional Chief Steward being ill, on leave day, on annual leave, or approved leave of absence.

Chief Stewards shall be allowed to attend the weekly steward's meeting, without loss of pay or benefits, which shall be scheduled on Wednesdays only. The Union shall provide the Sheriff with an up to date list of chief stewards.

- C. Chief and Alternate Stewards may be elected or appointed from either a seniority bid or a discretionary position. If the Union selects an officer assigned to a Division or Unit in a discretionary position as a union steward, the Union President shall make the request in writing to the Sheriff for approval. If approved, it is understood that the steward may be removed from the discretionary assignment for any reason, thus ending the steward's appointment. During the appointment, the steward will have no rights to the position, or union officer rights that a seniority union officer has, etc., as it relates to their removal. However, Chief and Alternate Stewards shall not be transferred from their seniority bid position to another Division except by mutual agreement between the Union and the Sheriff.
- D. All Chief Stewards shall have the highest seniority within their Division and shall be allowed to exercise this seniority for the purpose of vacations. All Chief Stewards shall be assigned to a position on the day shift within the job functions for which they have bid.
- E. Overtime will not be utilized to replace officers absent for collective bargaining agreement administration.

#### 7.05

- A. The Local Union President, 1<sup>st</sup> Vice President and 2<sup>nd</sup> Vice President shall be released on a full-time basis from their regular work assignments without loss of time, pay or other benefits to represent the Union membership and administer the provisions of the Collective Bargaining Agreement with the County of Wayne. If the President or 1<sup>st</sup> or 2<sup>nd</sup> Vice President is in a specialized position, he or she shall continue to be paid all specialty pay and continue to receive all training and retraining and be assigned all equipment and be subject to on-call and call out in his or her unit.
- B. In the event the Local Union President, 1<sup>st</sup> Vice President and 2<sup>nd</sup> Vice President selects a specific job assignment other than that which he or she held when elected, upon termination of his or her term of office, he or she shall, if desired, be returned to his or her previous job assignment, provided the previous job assignment is not a discretionary assignment.
- C. Employees, not to exceed four (4), who are members of the Union's Executive Board, assigned to the afternoon shift, shall be allowed four (4) hours monthly, without pay, but with no loss of accumulated time or other benefits, for attendance at the monthly Executive Board meeting.

- D. Employees covered by this Agreement who have been elected or appointed by the Union 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 five (5) employees).
- E. The employee who is the Union Recording Secretary/Benefits Representative (one person) shall be released from his or her regular work assignment without loss of time, pay, or other benefits upon prior notice to his or her supervisor, to attend meetings with the Employer concerning insurance benefits or for processing insurance grievances.

#### 7.06

The Union shall designate one of its Vice Presidents who 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 service of charges, which shall be handled by the member's Divisional Chief Steward.

The designated Vice President shall be permitted to inspect related departmental records and to confer with employees of the department relating to charges initiated against a member.

#### 7.07

Employees of the Union's Election Committee, not to exceed thirteen (13) members, shall be allowed up to sixteen (16) hours off from their regularly assigned duties, without pay, but with no loss of accumulated time or other benefits, for the purpose of conducting the Union's regularly scheduled elections.

The Employer may grant said thirteen (13) members additional time off under the above conditions for Special Union Elections.

## **ARTICLE 8 – SETTLEMENT OF DISPUTES**

#### 8.01

Whenever an employee believes that any provision of this Agreement has not been properly interpreted or applied, a grievance may be filed according to the following procedure contained in the Agreement. This procedure shall be the exclusive grievance procedure for all members of the bargaining unit. However, in the event an employee elects to use the Michigan Veterans' Preference Act, the employee waives the right to proceed under this grievance procedure.

Immediate supervisors, Command Officers and reviewing Officers shall consider promptly all grievances presented to them within the scope of their authority, and take such timely action as may be required. The grievance procedure shall be as follows (all references to "days" shall mean calendar days excluding holidays):

Step 1:

An employee with the Steward, or the Steward acting on behalf of an employee, who believes that any provision of this contract has been violated, may within ten (10) days of the date of such alleged violation, discuss the alleged violation with the employee's Lieutenant. The Lieutenant shall make arrangements for the employee to be off the job for a reasonable period of time, if necessary, in order to discuss the complaint with the Steward. The Lieutenant shall supply an answer to the Steward within ten (10) days. Every effort should be made to settle the dispute at this step. (NOTE: On shifts where there is no Lieutenant assigned, the Sergeant shall answer).

Step 2:

If the matter is not satisfactorily settled in Step 1, a grievance may be submitted on a written grievance form within ten (10) days by the Chief Steward or Acting Chief Steward to the Commander of the respective Division. The written grievance shall set forth the nature of the grievance, date of the matter complained of, names of the employee or employees involved, and the provisions of this contract allegedly violated. The Commander shall reply in writing within ten (10) days setting forth the facts taken into account in answering the grievance.

Step 3:

If not settled at Step 2, the grievance may be referred to the Sheriff within ten (10) days. Policy grievances shall also be instituted at this Step unless the subject matter of the grievance involves a non-departmental issue, in which case it will be filed at Step 4. A meeting between the Sheriff and/or his or her designated representative(s), the Grievance Committee of the Union and the grieving party or parties shall be held within ten (10) days after referral to the Sheriff to discuss the grievance. If unresolved at this meeting, the Sheriff shall give a written answer within ten (10) days of the meeting. The Union Grievance Committee shall be composed of three (3) members of the bargaining unit. This shall not preclude a representative of the Union's Legal Council and/or International Union from being a party to the grievance meeting.

Step 4:

If the grievance is still unsettled after Step 3, it shall be presented in writing by the Local Union President (with copies of previous written responses) within ten (10) days to the Wayne County Labor Relations Division.

The Director or a designated Staff Representative shall have the responsibility of meeting with the Union Committee and shall give a disposition in writing to the Union within twenty (20) days.

Step 5:

- A. 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 4, may be submitted to an arbitrator selected from a panel established as follows:
1. Within thirty (30) calendar days after the execution of this Agreement, the parties shall convene and mutually select a panel of four (4) to serve as arbitrators.
  2. The parties shall schedule at least three (3) days per month for arbitration hearings. The pre-scheduled arbitration dates will be used to hear grievances involving discipline. However, if there is no discipline grievance available to be heard on a pre-scheduled date, the parties shall substitute a non-discipline grievance.
  3. The parties shall mutually select four (4) arbitrators who shall be members of the labor panel of the American Arbitration Association or the labor panel of the Federal Mediation and Conciliation Service or a labor panel of the Michigan Employment Relations Commission and who shall hear grievances on a rotating basis. Cases will be on a rotating basis among the arbitrators selected. Cases will be assigned an arbitrator based upon a blind draw. If at any time either party desires to terminate the services of an arbitrator, the party shall give notice in writing to that effect to the other party, specifying the date of termination. The parties shall send a joint written notice to the arbitrator of his/her termination. Once the arbitrator has received written notice that his/her services are terminated, the arbitrator shall not hear any further cases. However, the arbitrator shall render decisions in all cases that he/she has heard prior to receiving such notice.
  4. Grievances shall be heard in accordance with the published rules of the American Arbitration Association, unless otherwise provided in this Agreement.
- B. Arbitration shall be invoked within thirty (30) days by written notice to the other party of intent to arbitrate.
- C. The Arbitrator shall limit his or her decisions strictly to the interpretation, application, or enforcement of the specific article and sections of this contract and shall not render a decision inconsistent with or modifying or varying in any way the terms of this contract. It is understood between the parties hereto that the law shall prevail over terms of this contract if the two are in conflict.



- D. There shall be no appeal from the decision of the Arbitrator if made in accordance with his or her jurisdiction and authority under this Agreement.
- E. An arbitration award shall be final and binding on the Employer, on all Bargaining Unit members, and upon the Union. The Union shall discourage attempts by any Bargaining Unit member to appeal a decision of the Arbitrator to any Court or Labor Board.
- F. The fees and expenses of the Arbitrator shall be borne equally by the parties.
- G. The Arbitrator shall not consider any evidence submitted by either party which was not produced in the grievance procedure unless such evidence has not been known to the party submitting the proposed new evidence.
- H. All claims or awards for back wages shall be limited to the amount of wages and other benefits, excluding overtime, less any compensation received for employment or unemployment compensation obtained subsequent to removal from the payroll of the Employer. Compensation received for prior approved outside employment will not be used to offset claims or awards for back wages. The employee shall receive payment for all back wages within two (2) full pay periods following execution of an affidavit regarding interim earnings or compensation. If payment is not made within that time, a 10% interest penalty will apply from the date of the affidavit. The Employer shall not be required to pay back wages for out-of-class or promotional pay prior to the date of the written grievance.

## 8.02

- A. It is understood between the parties hereto that any of the time periods provided may be extended by mutual written agreement. For purposes of this Article, the time periods shall be calendar days.
- B. If the Union fails to timely appeal an answer at any Step after Step 1 of the grievance procedure, the grievance shall be deemed to have been withdrawn.
- C. If the Employer fails to timely answer at any Step after Step 1 of the grievance procedure, the Union may move the grievance to the next step of the grievance procedure. If the Employer fails to timely answer at Step 4 of the grievance procedure, the grievance shall be deemed granted by the Employer. Appeal of an unanswered grievance shall be made within ten (10) days of the date the answer was due.
- D. Settlement of a grievance shall be binding on the parties and the grievant in the settled matter only, unless by written statement the parties mutually agree to extend the terms of the settlement to other matters.

8.03

The Employer shall give written notification to the Union and the affected employee when payment or reinstatement of lost time is made in settlement of a grievance or an arbitration award. Said notice shall be given at the time of payment or reinstatement of lost time.

**ARTICLE 9 – DISCIPLINARY PROCEDURE**

9.01

An employee summoned by a superior officer for questioning or to discuss matters that could result in disciplinary action shall be entitled to Union representation, pursuant to Article 7, Section 7.06.

9.02

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

9.03

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 an entry prior to its introduction into the file.

9.04

The Divisional Chief Steward, Alternate Steward or 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, including Administrative Reviews; this shall not preclude the Union President from participating in all levels of discipline.

#### 9.05

Before any employee shall be required to make any written statements or written replies pertaining to any alleged misconduct on the employee's part, the matter shall first be discussed between the employee and a 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.

#### 9.06

Any disciplinary matters shall be removed or destroyed from the personnel record 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.

#### 9.07

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. All disciplinary actions except terminations under 9.11(L), shall be subject to the grievance procedure. However, probationary employees shall not have access to the grievance procedure in matters of discipline or discharge (e.g., disciplinary or non-disciplinary discharge).

#### 9.08

All disciplinary action shall be for just cause.

#### 9.09

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

9.10

It is agreed between the parties that Section 1 of Rule 14 of the Civil Service Rules shall not apply to the determination of disciplinary action for cause.

**POLICE OFFICER'S BILL OF RIGHTS**

9.11

Whenever an employee of the Bargaining Unit is under investigation, or subject to examination or 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 the employee's name, home address, or photographs be given to the press or news media without the employee's express consent except as may be required by law.
- 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 his or her constitutional rights prior to the commencement of any questioning.

- H. Prior to any discussion with an employee pertaining to disciplinary action, the Union shall be notified. The employee shall be informed of his or her rights to have a Union representative present and the Union representative shall be allowed to be present unless waived by the employee.
- I. No employee shall be subject 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. The Sheriff may suspend without pay any employee prior to an Administrative Review, who is criminally charged with the commission of any felony, or a misdemeanor involving narcotics.
- K. If an employee is charged with the commission of a misdemeanor not involving narcotics or a violation of departmental rules or regulations, he or she may be suspended with pay until such time as an Administrative Review renders a decision as to the alleged charges. In this event, 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 Management's discretion in the event Management has determined not to suspend the employee.
- L. 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, the Employer will continue to pay the employee's contractual insurance premiums until the suspension or dismissal is resolved through arbitration or court decision. If the Employer's action is upheld or the employee is found guilty of the charges, the employee shall repay the County the money expended for contractual insurance premiums, which may be deducted from the employee's accumulated sick, annual, and holiday leave banks.
- M. An employee criminally convicted of a felony shall be terminated from County employment. Termination based upon a criminal conviction shall not be subject to arbitration.
- N. 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.

## 9.12

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

## **ADMINISTRATIVE REVIEW AND DETERMINATION HEARING**

9.13

Any employee who has been charged with a violation of law or a violation of departmental rules and regulations shall have an Administrative Review and Determination Hearing, and if requested by the Union, a hearing before an Arbitrator, in accordance with the following procedure:

- A. Unless otherwise agreed, an Administrative Review and Determination Hearing shall be conducted within fourteen (14) days of a recommendation for such hearing by a Divisional Commander, or at the request of the Sheriff, or his or her designee upon the completion of an Internal Affairs Investigation.
- B. At the time the department gives an 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 and Determination Hearing, provided said notification shall not be less than three (3) calendar days prior to said hearing. The department shall at the same time give the Union and the accused employee a copy of all available documents and other evidence which the department has in its possession or will use at the Administrative Review and Determination Hearing and will be placed before an Arbitrator, if arbitration is requested by the Union, and shall also give the Union and the accused employee a list of all witnesses who will be called. Upon discovery, the department may submit additional, relevant documents or other evidence or witness names it was not aware of or did not have in its possession at the time of the Administrative Review and Determination Hearing, with reasonable notice to the Union and the accused employee.
- C. The Administrative Review and Determination Hearing shall be conducted by the Sheriff or his or her designated representatives. A representative of the Labor Relations Division shall not be included in an Administrative Review and Determination Hearing; this shall not preclude a County Department Director or his or her representative from attending an Administrative Review and Determination Hearing for informational purposes when the complaint is against an Officer who is working in the Director's Department.
- D. The conduct of the hearing shall be off the record and shall provide for a free flow of information and discussion.
- E. Any proposed settlements or compromise suggested, or statements against self-interest made by either party at the Administrative Review and Determination Hearing shall not be made known to an Arbitrator, if arbitration is requested by the Union.

- F. At the conclusion of the Administrative Review and Determination Hearing, the accused employee and Union shall be informed of the findings. The determination may be immediate, but if not, it shall be rendered within thirteen (13) calendar days of the hearing's conclusion.
- G. 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 and Determination 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 and Determination 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 and Determination Hearing command officer.
- H. If the Sheriff's Office determines that an employee is to be discharged as a result of the Administrative Review and Determination Hearing, the discharge shall take effect upon written notice to the accused employee and the Union. If it is determined by the department that the employee is to be suspended as a result of the Administrative Review and Determination Hearing, the suspension shall take effect upon the date the matter is scheduled for arbitration or thirty (30) days from the date of the Administrative Review and Determination Hearing, whichever comes first. However, suspensions involving assault on a prisoner shall take effect following the Administration Review and Determination Hearing upon written notice to the employee and the Union

#### 9.14

In the event the Union determines to challenge a disciplinary suspension or discharge, the Union shall, within ten (10) calendar days of the receipt of the disciplinary notice file a Step 4 grievance and a demand for Arbitration with the Labor Relations Division.

#### 9.15

Upon receipt of the Step 4 grievance and notice to arbitrate, the Labor Relations Division shall schedule a Step 4 grievance meeting with the Union's President or Vice President and appropriate department representative within fifteen (15) calendar days of said notice. The purpose of the meeting is to attempt to resolve the disciplinary action imposed or recommended by the Department and to ensure that the Union has been provided with all relevant documents and access to all witnesses which the Department intends to call or which the Union will need in defense of the accused employee.

9.16

The hearing before the Arbitrator on the disciplinary suspension or discharge shall take place within ninety (90) calendar days of the receipt of the Step 4 answer, unless the Arbitration hearing has been postponed by mutual agreement of the parties or at the request of the Arbitrator.

9.17

In all arbitration hearings involving discipline, the County shall carry the burden of proof in order to substantiate the charges brought against the employee. The standard shall be proof by a preponderance of the evidence. In application of this standard, the parties understand that all department charges and hearings are non-criminal in nature.

9.18

The Arbitrator shall make a determination of guilt based upon the evidence presented before him or her. In the event the Arbitrator determines an employee is not guilty of the charges, the employee's personnel file shall be cleared of any and all communications relating to said charges.

9.19

In the event the Arbitrator determines the employee guilty of the charges but finds the discharge imposed or recommended suspension is unreasonable under all the circumstances, the Arbitrator may modify the discipline accordingly and the decision shall be final and binding upon the employee and the parties.

9.20

All past arbitration decisions not in conflict with the disciplinary provisions of the Collective Bargaining Agreement shall continue to apply and be binding as to the procedural requirements.

9.21

The accused employee, through the Union, shall be allowed to call any and all witnesses in defense of an employee and shall have access to all relevant documents in the possession of the Employer.



9.22

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.

9.23

The Employer and the Union shall be allowed to submit post-hearing briefs following the close of the arbitration hearing.

9.24

All other Arbitration provisions contained in this Collective Bargaining Agreement, which are not in conflict with this Article shall also apply.

## **ARTICLE 10 – SPECIAL CONFERENCES**

10.01

It is mutually agreed that a Special Conference shall be arranged upon the request of the Union, the Sheriff or the Labor Relations Division Staff if any party deems it necessary to the maintenance of orderly labor-management relations pursuant to the terms and conditions of this Agreement. (Unless otherwise agreed, Special Conferences shall be held within forty-eight (48) hours of said notice or request, excluding weekends and holidays).

10.02

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.

10.03

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

10.04

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.

10.05

Such Special Conferences shall be held between the Sheriff and/or 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 and/or Vice President and a Staff Representative of the Labor Relations Division shall conduct the conference.

## **ARTICLE 11 – STRIKES AND LOCKOUTS**

11.01

Adequate procedures have been provided by Articles 8, 9, and 10 of this Agreement and Public Acts 379 (1965), 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 members in the Bargaining Unit covered by this Agreement or the Union, its members, representatives, officers, or committees, and the Employer.

11.02

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

11.03

The Employer shall have the right to discipline or discharge any member for violating the provisions of Section 11.02. 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 member did violate the provisions of Section 11.02.

## **ARTICLE 12 – CIVIL SERVICE RULES**

12.01

To the extent they are not in conflict with other provisions of this Agreement, the existing Wayne County Civil Service Rules, together with any amendments subsequently adopted and approved, are incorporated by reference into this Agreement. No modification, deletion or change shall be effective without prior notification and bargaining with the Union and the mutual agreement of the parties.

## **ARTICLE 13 – SENIORITY**

13.01

- A. Seniority shall be determined as follows:
1. Prior to December 1, 1969, County-wide seniority as determined by Civil Service Rules.
  2. After December 1, 1969, new employee's length of service in the Sheriff's Department, the former Airport Division of the Department of Public Services, or both.
  3. After July 1, 1978, new employee's length of service in the Bargaining Unit.
- B. 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 original date of hire.

### 13.02 Probationary Employees

- A. The parties recognize that the probationary period is an integral part of the evaluation process for determining the capabilities of Police Officers. Therefore, all Police Officers hired shall undergo a one (1) year probationary period.
- B. Written evaluations shall be prepared by the officer's Division Command summarizing job performance of the probationary Police Officer, and the reports shall be reviewed with the probationary Police Officer.
- C. If, during the one (1) year probationary period, the Sheriff has reason to believe, based upon evaluations of supervisory personnel, that a probationary Police Officer's employment should be terminated, an Executive Administrative Hearing shall be conducted by a Division Commander from a Division other than that in which the probationary Police Officer is assigned, for the purpose of reviewing the probationary Police Officer's ability to satisfactorily perform his or her work. The Executive Administrative Hearing Officer shall be authorized to recommend the termination of a probationary Police Officer's employment, or any lesser action, provided that the final decision shall be made by the Sheriff. The Executive Administrative Hearing shall be concluded and the recommendations of the Executive Administrative Hearing Officer submitted to the Sheriff prior to the completion of the probationary period.
- D. The decision of the Sheriff to terminate a probationary Police Officer may only be appealed by the probationary Police Officer to the Civil Service Commission.

It shall not be necessary for the Employer to establish the existence of just cause or misconduct sufficient to support a discharge.

### 13.03

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

### 13.04

- A. The Employer shall maintain a seniority list which shall include the current seniority ranking 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.

- B. 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. In the event there are two (2) eligible lists in existence, employees hired from the older list shall be ranked first before employees hired from the new list.

### 13.05

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

1. Resignation or voluntary quit.
2. Discharge or permanent removal from the payroll and the separation is not reversed through the grievance procedure, or as otherwise may be provided by law.
3. Does not return to work when recalled within five (5) work days after receipt of notice of recall from layoff.
4. Does not return to work at the expiration of an approved leave of absence without a valid and acceptable reason to the Sheriff.
5. Absence from work for five (5) or more consecutive work days without sufficient notification to the Shift Command Supervisor as to the reason for said absence, shall be deemed a voluntary quit.
6. Voluntary or regular service retirement.

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 of the Bargaining Unit will not be counted toward Bargaining Unit seniority, and the employee shall start accumulating seniority from the date he or she returned to the Bargaining Unit.

### 13.06 **Layoff, Displacement, and Recall**

- A. After all probationary officers have been laid off, the Employer may lay off Police Officers in accordance with their Bargaining Unit seniority.
- B. For the purposes of layoff, displacement and recall, superseniority shall apply to Union Officers and representatives only if they are involved in the grievance procedure. In the event of a layoff, the Union will provide a list of Union Officers involved in the grievance procedure for the Employer. The Union, upon request, shall assist the Employer in all matters pertaining to layoff and recall.

- C. Recall shall be in accordance with strict Bargaining Unit seniority by which the last Police Officer laid off shall be the first Police Officer recalled.
- D. In the event the Employer is required to lay off Police Sergeants or other Command Officers, they shall have the right to return to the Bargaining Unit. In doing so, the former command officer shall forfeit any bid or shift rights until the next bid period. All Sergeants 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, whether permanently or temporarily assigned.
- E. Employees may elect to be paid in cash for all accumulated leave and holiday 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 Employer.
- F. An employee on layoff shall continue to earn seniority while on layoff up to and including two (2) years; seniority shall be used for all rights and benefits under the contract. No retirement benefits shall accrue to an employee on layoff.
- G. 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. Mail to the employee's last known address.
- H. Notice of recall from layoff shall be by certified mail to the employee's last known address.

## **ARTICLE 14 – SHIFT PREFERENCE AND TRANSFERS**

### **14.01 Shift Preference**

- A. An employee may elect to bid for a shift assignment within his or her Division based upon Bargaining Unit seniority. An employee, if otherwise qualified, shall be placed on the requested shift provided the officer has greater seniority than any other employee within the division bidding for the same shift.
- B. Bidding for shifts shall be open for re-bidding on February 1st through February 15th, to be effective with the first 28 day schedule after March 1st annually, and on August 1st through August 15th, to be effective the first 28 day schedule after September 1st annually.

- C. For those employees assigned as I.D. Technicians, seniority in grade shall be used for shift preference, overtime, holidays, transfers, layoffs and recalls.
- D. Vacant positions shall be filled:
  - 1. First by shift from those employees assigned to that Unit.
  - 2. Second by bid from those employees outside the Unit.
  - 3. Unrestricted by gender except where indicated by Court order.

#### 14.02 **Permanent Transfers**

- A. Employees may apply for transfer to any vacant position within their classification in the same or a different division, as indicated in Section 14.03 (A) of this Article, with the exception of those exempted as discretionary.
- B. The Union shall make applications for transfer to seniority-bid positions available to employees in the bargaining unit. Employees shall return the transfer applications to the Union for processing. A transfer shall be defined as an interdepartmental, inter-divisional or intra-divisional transfer to a vacant position. The employee is limited to one (1) transfer during a twelve (12) month period.
- C. All employees accepting a discretionary or qualification board position shall remain in that particular position for a two (2) year minimum commitment period. This commitment period shall begin the first day of the employee's assignment in the position. The employee shall waive all transfer rights during this period. However, upon an employee's request, an exception to the minimum commitment period may be granted by the Sheriff for extenuating circumstances. Also, Management maintains the right to exercise its discretion to remove an employee from a discretionary position at any time during or after this period.
- D. The Sheriff shall post a notice for a period of ten (10) working days on all departmental bulletin boards once the Employer decides to fill a vacancy or a new position. The notice shall state the department, division, unit and shift in which the said vacancy exists or will exist.
- E. Employees who are offered an interdepartmental, inter-divisional or intra-divisional transfer in conformity with a bid, and refuse said opportunity, shall not be offered a transfer for six (6) months.
- F. Transfers shall be determined on the basis of an objective review of an employee's qualifications, ability, seniority, and disciplinary record, with seniority controlling when the other factors are relatively equal.

Employees with a disciplinary record containing in excess of one (1) written reprimand up to a cumulative total of five (5) days suspension time of record will be eligible to transfer, however, these employees will be subject to discretionary removal by the Sheriff for a period of twenty-four (24) months or until all of his or her discipline of record becomes inactive as provided in Article 9.06, whichever occurs first.

Employees with a disciplinary record containing in excess of the cumulative total of five (5) days suspension time of record will not be eligible to transfer. If an employee is refused a transfer because of his or her disciplinary record, the employee may make a request to the Sheriff, in writing, requesting the reasons for the denial 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.

- G. An employee transferred pursuant to the criteria set forth in the preceding paragraphs shall be entitled to a thirty (30) day trial period during which the employee may elect to return, or may be returned, to his or her 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.

If, during the thirty (30) day period, the employee elects to be returned or the Sheriff elects to return the employee to his or her former job assignment, the return shall be made within fourteen (14) calendar days of the written request to the Sheriff. 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 Departmental Qualification Board provides a list of employees qualified to fill the position.

- H. Officers assigned to grant or contractually funded, or special skills positions shall have their respective seniority bids seeking assignments to temporary or seasonal positions reviewed for approval by the Sheriff or his designee on a case by case basis to determine if the transfer is in the best interest of the Sheriff's Office and/or the funding source. Officers denied such transfer may request a meeting with the Union and a representative of the Sheriff's Office to receive an explanation of the reason(s) for the denial. No transfer request into one of these positions will be unreasonably denied.
- I. As indicated in this Agreement, the Sheriff maintains the right to remove seniority-bid employees from certain specific units based solely on his discretion. Effective upon the date this Agreement is executed by the County Executive, upon exercising his discretion to remove an employee from one of the designated discretionary removal assignments, the Sheriff will offer an explanation to the Union as to why the employee was removed. However, such explanation will not be subject to a just cause standard.



- J. Upon hire, all probationary employees shall be assigned to a seniority bid position in one of the Jail Divisions. At the Sheriff's discretion, probationary employees may be eligible for transfer outside of the Jail Divisions after six (6) months from the date of hire.
- K. Any employee on an approved leave for longer than twenty-four (24) months shall, upon return from the leave, be assigned to the Sheriff's Department.
- L. Officers who are state certified police officers at the time of hire and later exercise a bid to a vacant position are subject to being bumped from the bid position by a higher seniority officer who becomes state certified at a later date.
- M. Effective December 12, 2007, the classification of Detective will be eliminated. Assignments to positions requiring the performance of duties previously performed by employees in the Detective classification will be at the sole discretion of the Wayne County Sheriff.
- N. In the event the Sheriff seeks to obtain and create new contract-for-service job assignments during the term of this Agreement, the parties agree to have meaningful discussions and negotiations for the purpose of allowing the Sheriff to formulate the most cost efficient bid for the provision of service.

**14.03 Job Assignments**

- A. All job assignments listed below are open to bid unless otherwise indicated by a (D) (Discretionary), (EB) (Equal Balance) or (QB) (Qualification Board) following the assignment name.
- B. The following positions shall be available to all officers of the Bargaining Unit regardless if certified or not:

**JAIL DIVISION 1**

- 1. Security Service (includes all assignments except those listed directly below)
- 2. Inmate Recreation

3. Registry (EB)<sup>2</sup>
4. Reception Diagnostic Center (except outpatient hospital assignments)
5. Master Control
6. Basement Key Control
7. Administration Building Communications (D)
8. Infirmary
9. Kitchen
10. Visit Search

### **JAIL DIVISION 2**

1. Security Service (includes all assignments except those listed directly below)
2. Inmate Recreation
3. Turret

### **JAIL DIVISION 3**

1. Security Service (includes all assignments except those listed directly below)
2. Registry (EB)<sup>2</sup>
3. Kitchen/Dock Utility

- 
2. Registry in Jail Divisions I and III and the desk lobby units in Jail Divisions I, II and III are equal balance 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. Until the units reach equal balance, any vacancy in these units shall be filled at the discretion of the Sheriff. As to each individual equal balance unit, once equal balance is reached and employees subsequently transfer from or otherwise vacate said units, the Sheriff will utilize the same method by which the incumbent initially entered the unit (i.e., discretion or seniority bid) to fill the vacated position. All officers assigned to equal balance units may be removed at the discretion of the Sheriff.

4. Infirmery Segregation
5. Segregation/Infirmery/Program Utility
6. Master Control (D)
7. Classification (D)

C. Job Assignments listed below for the Jail Divisions will not require assignment of bargaining unit employees, but if Management determines that a police officer is to be assigned, the bid process provided for by this section will apply:

1. Inmate Clothing
2. Sanitation/Trustee Detail
3. Maintenance Officer

D. The following positions shall be filled only by Academy trained Police Officers, unless otherwise indicated:

**JAIL DIVISION 1**

1. RDC (outpatient hospital assignments)
2. Prisoner Transportation
3. Inmate Property/Bonds (D)
4. Desk/Lobby Unit (EB)<sup>2</sup>
5. Medical Transfer

**JAIL DIVISION 2**

1. Front Desk Unit (EB)<sup>2</sup>
2. Security Support (formerly Backgate/Transfer Unit)

**JAIL DIVISION 3**

1. Transportation
2. Front Desk Unit (EB)<sup>2</sup>

## **FIELD SERVICES – ROAD PATROL DIVISION**

1. Park Patrol<sup>3</sup>
2. O.U.I.L. Squad
3. Identification Bureau (QB)
4. Secondary Roads Unit (EB)<sup>4</sup>
5. Marine Enforcement (QB)
6. Mounted Unit (D)
7. 3100 Henry Ruff Lockup (D)<sup>5</sup>
8. DDOT Transit Patrol Unit (EB)
9. Municipal Support Enforcement Unit (EB)
10. Wayne County Community College Patrol Unit (EB)

## **COURT SERVICES DIVISION**

### ***Third Judicial Circuit Court [Criminal Division, Civil Division and Family Division (Juvenile Section and Domestic Section)]***

1. Court Room Security<sup>6</sup>

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3. Officers assigned to the Park Patrol Unit shall be allowed to bid into the Unit by seniority but may be removed from the Unit through the joint discretion of the Sheriff and the Director of the Operation.
  4. Upon the effective date of this Agreement, the first vacant position within the Secondary Roads Unit shall be filled at the discretion of the Sheriff from the seniority bid list. The second vacant position and every other position following a discretionary appointment shall be filled by seniority bid. All officers assigned may be removed at the discretion of the Sheriff during the first six (6) months, regardless of the manner in which they obtained their position. Officers shall be required to successfully complete any required training. Failure to do so shall be cause for removal from the unit.
  5. Lockup staff may be supplemented with employees from Jail Division 3.
  6. The Sheriff shall have one (1) discretionary appointment per court room in both the Criminal and Civil Divisions of the 3rd Circuit Court.

2. Circuit Court Floaters
3. Friend of the Court Security<sup>7</sup>
4. Friend of the Court Enforcement<sup>8</sup>
5. Civil Process (D)
6. Felony Warrant Unit (D)
7. Juvenile Detention Facility Security

***Wayne County - Probate Court***

1. Court Room Security

**EXECUTIVE DIVISION**

1. Internal Affairs (I.A.) (D)
2. Executive Staff Officers (D)
3. Police Property (D)
4. Drug Enforcement Unit (DEU) (D)
5. Range Officer (QB)
6. Special Response Unit (D)
7. Regional Dispatch Center (EB)
8. Internet Crime Unit (D)

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7. Officers shall be allowed to bid into this Unit by seniority but may be removed from the Unit at the discretion of the Sheriff.
  8. Officers assigned to the Friend of the Court Enforcement Unit shall be allowed to bid into the Unit by seniority but may be removed from the Unit at the discretion of the Sheriff.

## **WAYNE COUNTY EXECUTIVE'S OFFICE**

1. Security Detail (D)<sup>9</sup>
2. Department of Children and Family Services (D)<sup>10</sup>

E. It is expressly understood that an employee in a designated unit on a low seniority basis, may be required to work a shift and job assignment which the employee did not bid for in order to maintain proper staffing and security in designated police officer positions. Temporarily assigned officers on a low seniority basis shall be displaced first, prior to permanently assigned officers.

### **14.04 Departmental Qualification Boards**

- A. The Sheriff shall appoint a Departmental Qualification Board to fill Police Officer and Corporal Specialty positions.
1. The Union shall be consulted with regard to the establishment of new qualifications and new eligibility factors to be used prior to the establishment of a Qualification Board; however, final decision with respect to such matters shall remain with the Sheriff.
  2. The Union shall be permitted to have one (1) observer present at the Qualification Board. The Union shall submit a list of persons who shall act as observers and the observer shall take no part in the oral examination whatsoever.
- B. Specialty positions shall be filled by an officer appearing before a Qualification Board and attaining a passing score. All officers requesting an interview before a Qualification Board shall be allowed to appear providing the officers meet the minimum qualifications established by the Board. Said qualifications shall be itemized on the Departmental posting.

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9. Appointment to and removal from positions in the CEO Security Detail shall be at the sole discretion of the County Executive.

10. Appointment to and removal from positions in the Department of Children and Family Services shall be at the sole discretion of the County Executive.

#### 14.05 Equal Balance Units

- A. In the event the Sheriff creates a new uniform unit, the job assignments within said unit shall be filled alternately by discretionary appointment by the Sheriff and by seniority bid. Officers may be removed from all new uniform units at the discretion of the Sheriff.
- B. New uniform units created by the Sheriff and previously existing units requiring alternating seniority and discretionary appointments shall maintain an equal balance (EB) 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. For units at equal balance, 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.
- C. The current list of new units include the following:
  - 1. DDOT Transit Patrol Unit
  - 2. Municipal Support Enforcement Unit
  - 3. Regional Dispatch Center
  - 4. Wayne County Community College Patrol Unit

#### 14.06 Temporary Transfers

- A. Employees may apply for transfer to any temporary vacant position within their classification in the same or different division, as indicated in Section 14.03 of this Article, with the exception of those exempted as discretionary or governed by qualification board. Such requests for transfers shall be handled by the Union in the same manner as requests for permanent transfers, except that separate lists shall be maintained.
- B. The Sheriff shall notify the Union of the need to fill a temporary vacancy in a non-discretionary position. The notice shall state the division, unit and shift in which the said vacancy exists or will exist.
- C. The Union shall forthwith submit to the Sheriff the names of the employees with the highest seniority who have submitted bids for temporary transfers to such a vacancy. The most senior such employee submitting a bid, who would be eligible for permanent transfer to this vacancy, shall be selected for the assignment.

- D. All employees selected for temporary assignments shall remain in these positions for the duration of the assignment.
- E. Persons transferred to temporary positions shall be returned to their regular assignments when the temporary transfer terminates.
- F. Temporary transfers to vacant budgeted positions may be effected by the Sheriff provided such transfers shall not exceed a sixty (60) calendar day period, without agreement of the Union, and provided further that this section shall not be utilized to avoid any of the transfer provisions set forth in this Article.

**14.07 Lateral Transfers**

Lateral transfers shall only be allowed between agreeing officers who have been in a job assignment for one (1) year, and are subject to the approval of the Sheriff and the Union, provided each officer has bid for the position requested.

**14.08 Appeals**

Grievances protesting transfer decisions shall be submitted at Step 3 of the grievance procedure, and the parties shall do all things necessary to expedite a final resolution.

**ARTICLE 15 – PROMOTIONS**

**15.01**

The preparation and administration of promotional examinations shall be by the Department of Personnel/Human Resources in accordance with the provisions of this Agreement and the Civil Service Rules. It is further agreed that the examinations for the classification of Police Sergeant shall be job related. However, all promotions are contingent upon the employee successfully passing a pre-promotional drug test.

Employees promoted to the classification of Police Sergeant shall be subject to a probationary period of 1,040 straight time hours of work 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 police officer or police corporal position.



15.02

The qualifications for eligibility to take a promotional examination for the classification of Police Sergeant shall be a minimum of four (4) years of bargaining unit seniority and two (2) years of state police certification prior to the examination.

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

15.03

Promotions to the classification of Police Sergeant shall be from an eligible list which shall be determined by:

- A. Written Examination ..... 80 %
- B. Higher Education ..... 5 %  
(1.25 points per 30 college semester hours)
- C. \*Seniority and History..... 15 %

\* Seniority in a police classification within County Departments will only be considered. Seniority points will be awarded at the rate of one (1) point per year, beginning with six (6) points upon the completion of six (6) years and one (1) point each year thereafter up to the maximum of 15 points. Employment history shall be limited to attendance and disciplinary record for the two (2) years immediately preceding the date of the written examination.

- (1) One (1) point will be subtracted for each suspension in the last two (2) years, to a maximum of five (5) points.
- (2) If there are mitigating circumstances involved, the officer must advise the departmental Discipline Commander and the Department of Personnel/Human Resources so that they will not deduct points. The Union has a record of all these instances.

15.04

A score of 70% or better shall constitute a passing grade on all promotional examinations.

- A. It is understood between the parties that the format for determining experience credit on promotional examinations for the classification Police Sergeant is to be continued.

- B. The change in the application of credit is limited to the determination that the employees on workers' compensation will be considered at work for experience credit purposes for up to ninety (90) days in any calendar year.
- C. In order to receive credit for experience while on workers' compensation in any subsequent year, an employee must return to work for at least thirty (30) days before such additional credit can be given.
- D. The provisions of this section are added because of the unusual nature of the occupation of police officer and the likelihood of injury associated with normal job performance. It is believed by the parties that work-related injury should not impact on the opportunity for promotion if all other factors are equal.

#### 15.05

- A. Veteran's preference or disabled veteran's preference shall not be used as a factor in promotional examinations.
- B. Promotional examinations shall be given during odd numbered calendar years. Since no examination was given in 2007, the County will offer an examination for Sergeant in 2008. The promotional list shall be in effect for twenty-four (24) months.
- C. Except as otherwise provided for in this Article, promotions to Police Sergeant shall occur through the promotion of a member of the Bargaining Unit from the appropriate promotional eligibility list. Provisions of the Civil Service Rules for re-employment or re-instatement from resignation shall not apply to positions covered by this section.
- D. Members whose names have been placed on a recall list as a result of lay off may compete in any promotional examination for which they would have been eligible had such lay off not occurred.
- E. A member who has been assigned a duty assignment out of State by the Department, or a member 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.
- F. A member who is hospitalized on the date of the written examination shall be allowed an alternate written examination date upon written request to the Department of Personnel/Human Resources.

- G. A member's name shall be permanently removed from a promotional eligibility list where the member separates from employment with the County of Wayne.

A member's name shall be suspended for a period of ninety (90) days as a result of incurring a suspension of fifteen (15) days or more. In addition, a member may waive certification of his or her right to promotion. A member's name shall be removed from the promotional eligibility list. if the employee waives certification two times.

- H. Except as otherwise provided for in this Article, the Sheriff must promote, appoint, and certify the highest person on the promotional eligibility list in existence at the time a vacancy is declared to exist by the Director of Personnel/Human Resources.

- I. All temporary positions shall be filled from an existing promotional eligibility list.

- J. In accord with the current agreement and practice, discretionary assignments to the County Executive's Office shall continue to include the authority of the County Executive to promote one (1) employee to the classification of Police Sergeant. Additionally, Police Officers assigned on a discretionary basis to the County Executive's Office and its security detail will receive temporary assignment pay at the entry level of Police Sergeant.

#### 15.06

- A. No later than thirty (30) 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 limited reasons:

1. A question on the written examination was not job related;
2. A question had more than one (1) answer or was ambiguous;
3. Education points were not totaled properly.

- B. The decision of the Civil Service Commission shall be final and shall not be subject to the grievance procedure.

#### 15.07 **Corporal**

- A. Upon completion of thirteen (13) years of continuous service as a Police Officer for the County of Wayne, a Police Officer shall attain the classification of Corporal.

Continuous service shall mean employment without interruption or break. Lay-offs, leaves of absence without pay, time off without pay, suspensions, and separations followed by subsequent re-employments shall not be considered as breaks in service, provided, however, that the length of such time off or separation shall be deducted from the total length of service, except that military leaves, periods during which employees are receiving Workers' Compensation and Workers' Compensation supplementation payments, leaves granted to disabled veterans due to illness resulting from a service-connected disability, and 90 days of leaves of absence granted because of personal illness in any one year shall not be deducted.

- B. For those Police Officer members who have been laid off and subsequently recalled, the time that they had actually been employed as a Police Officer will be credited towards the thirteen (13) years of continuous service.

#### 15.08

Effective December 12, 2007, the classification of Detective will be eliminated. No positions will be allocated or reclassified to, nor will any employee be promoted, demoted, displaced or recalled into a Detective classification. In addition, no further examination will be given for the Detective classification.

### **ARTICLE 16 – WORK WEEK SCHEDULE**

#### 16.01

- A. The standard payroll work week shall begin at 12:01 a.m., Monday and end at midnight, Sunday. With the exception of Section 16.01(D) below, such workweek shall consist of five (5) scheduled eight (8) hour work periods on as many service days. The two (2) remaining days in the payroll week shall be known as "off days". A member shall not be required to work more than eight (8) consecutive work days except for 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.
- B. A member 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, and/or in relation to the operational needs of each Division.
- C. With the exception of Section 16.01(D), no work week shall consist of less than forty (40) straight time hours.

- D. 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 POAM. 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 16 as it relates to the implementation of a shift schedule greater than eight (8) hours.

#### 16.02

- A. Members required by the Sheriff or his or her 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.
- B. The Employer expressly agrees to provide a suitable lunch room facility for the use of members assigned to each of the Jail Divisions during their regular work shifts.

### **ARTICLE 17 – OVERTIME**

#### 17.01

- A. Time and one-half (150%) of the regular hourly rate shall be paid to all employees as follows:
1. For all hours of work performed in excess of eight (8) hours in any one (1) day.

2. For all hours of work performed on the sixth (6th) day of the employee's workweek provided the employee receives forty (40) hours paid time (vacation, sick, holiday, personal business leave and bereavement days shall be included as hours worked) in the workweek. If not, hours worked on the sixth day will be compensated at straight time until the 40-hour requirement is met.

#### 17.02

Double time (200%) of the regular hourly rate shall be paid to all employees as follows:

- A. Double time the employee's regular rate of pay for all work performed on the second (2<sup>nd</sup>) leave day of the employee's work week provided the employee worked the preceding day and receives forty (40) hours of paid time for the week (vacation, sick, holiday, personal business leave and bereavement days shall be included as hours worked).

#### 17.03

- A. An employee's assigned work hours shall not be changed once the 28-day schedule has been posted, except by mutual agreement between the officer and the Division Commander, or in the event of a stated or unanticipated departmental emergency situation, or upon a ten (10) day notice to the officer by his or her Divisional Commander.
- B. An employee's regularly scheduled off day shall not be changed for the purpose of avoiding the payment of overtime.
- C. An employee claiming overtime pay under two (2) or more provisions of this Agreement shall receive only the greater of these benefits.

#### 17.04

- A. For ten (10) days prior to the start of a new 28-day schedule, the Chief Steward will post an overtime Division Roster sheet. Officers desiring voluntary overtime assignments within the Division in the following 28-day period must indicate their desire by submitting their seniority date, shift, telephone number and signing their name (initials will not be accepted). Only those officers who sign up on this Division Roster sheet will be considered for voluntary overtime assignments during the following 28-day period. Officers will not be allowed to submit their name for overtime once the ten (10) day limit has expired, irrespective of reason(s).



## **FIELD SERVICES DIVISION – ROAD PATROL DIVISION**

\*Secondary Roads Unit  
\*O.U.I.L. Squad  
\*Identification Bureau

\*Marine Enforcement  
\*Mounted Unit  
Park Patrol

## **EXECUTIVE DIVISION**

\*Executive Staff  
\*Internal Affairs  
\*Drug Enforcement Unit  
\*Police Property  
\*Range Officer

- D. The term "shift" referred to in this article, will be determined by its starting time.
1. Days shall be any shift that starts between 5:00 a.m. and 12:59 p.m.
  2. Afternoons shall be any shift that starts between 1:00 p.m. and 8:59 p.m.
  3. Midnights shall be any shift that starts between 9:00 p.m. and 4:59 a.m.
- E. In the event an overtime assignment is required to staff a shift and this assignment is for more than four (4) hours, the following procedure shall be followed:
1. The Shift Commander will fill the overtime assignment as soon as the need for said assignment is known. Only those officers who have signed the Divisional overtime roster are eligible for overtime.
  2. With each new twenty-eight (28) day schedule, the Shift Commander will contact and offer the voluntary overtime assignment beginning with the most senior officer on leave from the shift where the overtime will be worked. Thereafter, the offer of overtime will rotate equitably among all officers on leave day for that twenty-eight (28) day schedule.
  3. The Shift Commander will note time and date each officer is contacted on the overtime roster.



4. Two (2) attempts (in a ten (10) minute period) will constitute a reasonable attempt to contact and offer an overtime assignment under this section, and upon doing so the Shift Commander may then move on to the next eligible officer.

F. In the event an overtime assignment is required to staff a shift and this assignment is for four (4) hours or less or has not been filled by (E) above, the following procedure shall be followed:

1. With each new twenty-eight (28) day schedule, the Shift Commander will offer the voluntary overtime assignment beginning with the most senior officer working the preceding shift. Thereafter, the offer of overtime will rotate equitably among all officers on the preceding shift for that twenty-eight (28) day schedule.

2. The Shift Commander will note time and date each officer is contacted on the overtime roster.

G. In the event an overtime assignment is not filled under the provisions of (E) and (F) above, the Shift Commander will order the officers to work the overtime assignment in accordance with Section 17.04(A)(2) above.

It is expressly understood that no officer will be ordered to work in excess of 56 hours in any one (1) week, except in Departmental emergencies.

#### 17.05

A. Officers who are voluntarily working their leave day shall not be ordered to work an additional overtime assignment or be ordered over.

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

#### 17.06

All grievances concerning this Article shall be initiated at Step 2 of the Grievance Procedure (Article 8) and the Shift Commander shall make every effort to resolve the grievance at this Step. Time limits shall begin the day of the alleged violation.

17.07

- A. An officer who is inadvertently not offered overtime in accordance with this Article, will not receive pay for the missed assignment, but will have his or her name placed on a missed overtime roster. Officers whose names are placed on this missed overtime roster will be offered the next available overtime assignment before the above described procedure is followed. If they work the overtime assignment, they will be compensated at the appropriate rate of pay they would have received had they not been inadvertently missed. The Union, upon being made aware of the missed overtime assignment, will promptly provide written notice to the Divisional Commander.
- B. Officers who are not offered the next available overtime in accordance with Section 17.07 (A) above shall be paid the appropriate rate of pay for the missed overtime.

**ARTICLE 18 – EXTRA TIME PROVISIONS**

**18.01 Call-In Time**

A member called in for duty shall be compensated at his or her regular rate of pay for a minimum of four (4) hours in accordance with the provisions of Article 17 providing that call time does not overlap the employee's regular shift.

**18.02 Departmental Standby Time**

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

**18.03 Off-Duty Court Attendance**

All off-duty court appearances shall be compensated at a minimum of three (3) hours at the member's regular rate of pay in accordance with the provisions of Article 17, except for overtime equalization which shall not apply to this section.

## ARTICLE 19 – HOLIDAYS

### 19.01

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

*New Year's Day .....	January 1
Martin Luther King's Birthday.....	3rd Monday in January
*Memorial Day .....	Last Monday in May
*Independence Day .....	July 4
*Labor Day .....	1st Monday in September
Columbus Day .....	2nd Monday in October
Veteran's Day .....	November 11
*Thanksgiving Day .....	4th Thursday in November
Day after Thanksgiving .....	Friday after Thanksgiving
*Christmas Eve .....	December 24
*Christmas Day .....	December 25
*New Year's Eve .....	December 31

All State and National Election Days

\*Denotes Major Holidays

Effective beginning December 1, 1999, all employees of record with at least one (1) year of service 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 (6<sup>th</sup>) workday, the employee will receive the preceding day off. If the employee's birthday falls on the employee's seventh (7<sup>th</sup>) 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.

### 19.02

- A. Subject to Section 16.01(D), employees required to work on major holidays shall be paid 250% 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.

- B. Subject to Section 16.01(D), employees required to work minor holidays shall be paid 200% for the first eight (8) hours of work or any portion thereof and shall receive the regular overtime rate as provided in Article 17 for all hours 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.
- C. Whenever one of the Holidays enumerated in Section 19.01 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 on a Sunday and Monday, Friday and Monday, respectively, shall be designated as the official Holidays for employees assigned to five (5) day operations.
- D. If a holiday falls on an employee's regularly scheduled leave day, the employee will be compensated an additional four (4) hours of straight time at his or her regular rate of pay.
- E. In order to receive time off with pay for a holiday or the premium rate for working a holiday, an employee must work the entire regularly scheduled shift on both the days before and after the holiday or have been granted the days off in advance.

An employee who calls in sick on a scheduled holiday will be paid sick leave, if available, and will forfeit holiday pay for the day. The Employer may request medical verification in order to pay the sick leave.

### 19.03

In the event the Courts observe a holiday which is not enumerated in Section 19.01, the employees assigned to the Courts shall be assigned elsewhere.

### 19.04

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 which the employee shall be allowed to use at his or her discretion with a minimum of forty-eight (48) hours notice to the Commanding Officer.

### 19.05

All holidays, except as indicated in Section 19.04 above, shall be paid no later than the pay period following the period in which it was worked.

19.06

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

19.07

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

## **ARTICLE 20 – ANNUAL LEAVE**

20.01

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.

Upon Completion of Service Years	Vacation Leave Hours Per Pay Period*
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.

## 20.02

- A. An employee shall not be entitled to use annual leave until one (1) year after their date of hire, except in case of injury incurred in the line of duty or under emergency situations.
- B. 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.

## 20.03

- A. Annual leave in accordance with Section 20.05 of this Article shall be for a minimum of three (3) work days. Holidays falling within the period of an annual leave shall not be counted as work days or leave days.
- B. Annual leave of less than three (3) work days which have not been requested according to the seniority provisions of this Article, may be granted upon approval of the employee's Divisional Commander.
- C. Annual leave in accordance with Section 20.05 of this Article shall not exceed ten (10) consecutive regular work days during the months of April through September, inclusive, in any one (1) instance unless otherwise approved by the Sheriff or his designee. Employees with sixteen (16) or more years of seniority may use up to fifteen (15) consecutive days annual leave during the months of April through September, inclusive, in accordance with Section 20.05 of this Article.

## 20.04

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.

## 20.05

Employees may submit requests for annual leave on a quarterly basis during the first two (2) calendar weeks of the months of January, April, July and October. Employee preference as to requests for annual leave will be based upon departmental seniority and subject to the ability of the Sheriff's Office to maintain the highest standard of protection for the County's welfare. Employees may submit requests for annual leave based on the following conditions:

- A. During the annual leave bid period, each employee shall be entitled to submit requests for annual leave by seniority for the next three (3) month period.
- B. The number of selections granted for any given day shall be subject to the ability of the Sheriff's Office to maintain the highest standard of protection of the County's welfare.
- C. Each employee may submit more than one annual leave request, but multiple requests must state the employee's order of preference (i.e., selection 1, selection 2, selection 3, etc.).
- D. The first pick shall be granted to the employee with the highest seniority. Secondary requests by that employee will be set aside until each employee of lower seniority has had one selection granted.
- E. Next, secondary requests for annual leave will be considered under the same process. The process will continue in the same manner until all of the submitted requests have been approved or denied.

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

- F. Once an employee's annual leave request has been approved, they cannot lose the ability to take that time off due to another employee attempting to exercise his or her seniority rights. Also, the employee's annual leave time cannot be cancelled nor can the employee be recalled.
- G. Employees who wish to receive approval for an annual leave request that may carry-over into the next succeeding bid period, may do so if such days in the next period are directly subsequent to the approved annual leave time in the current bid period (i.e., no scheduled work days between the requested annual leave periods).
- H. Upon completion of the leave approval process for the applicable annual leave bid period, any employee may request an annual leave day on a first come first served basis. Approval of these types of annual leave requests are at the sole discretion of the Sheriff or his designee and subject to the conditions outlined above in paragraphs A through G of this section.

If an employee approved to be on an annual leave day elects to return to work on that day without a reasonable explanation that is acknowledged and approved by the Sheriff or his designee, the employee shall forfeit all subsequent days associated with that requested and approved annual leave period. Thereafter, other employees may submit requests for annual leave on the forfeited days. Approval of the requested annual leave time will be based on a first come first served basis and is subject to the operational needs of the division as determined by the Sheriff or his designee.

20.06

Any employee eligible for the use of annual leave who is separated from the service for any reason shall be compensated in cash at the time of separation for all unused leave days, not to exceed the limitation, as stated in Section 20.03 (B) above.

20.07

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 staffing requirements in the new assignment and shall not disrupt the annual leaves of previously assigned personnel.

## **ARTICLE 21 – SICK LEAVE**

21.01

All full time employees in the Bargaining Unit shall be entitled to earn sick leave credit of 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.

- A. An employee may, after six (6) months of employment, use his or her accumulated sick leave.
- B. (APPLICABLE TO OFFICERS HIRED ON OR AFTER OCTOBER 1ST 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 as follows:

1. Annual sick leave accumulation in excess of forty (40) days by six (6) or more days shall be paid at the rate of 100%.
2. Annual sick leave accumulation in excess of forty (40) days by less than six (6) days shall be paid at the rate of 50%.



Payments shall be made on or before December 15th and shall reduce the employee's sick leave bank by the number of days over forty as of the date of the audit.

At the employee's option, payment for the 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 during the thirty (30) days before December 1st.

For eligible employees in Defined Benefit Plan #1, the County will use one hundred percent (100%) of the annual excess sick leave payment in calculating average final compensation for retirement credits, effective beginning with the sick leave audit of October 1, 2001.

C. (APPLICABLE TO OFFICERS HIRED PRIOR TO OCTOBER 1ST 1983)

An employee shall only:

1. 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
2. If the employee has already chosen under prior contracts to be covered by the income protection plan detailed in Article 32 entitled Long Term Disability Income Benefit Plan, he or she shall be subject to the provisions of Section 21.01 (B) above.

An employee shall not switch between (1) and (2) above.

- D. An employee who uses three (3) or less sick leave days per year shall be credited with twenty-four (24) hours of annual leave on April 1st of each year.
- E. If an employee's personal doctor orders him or her to take a sick leave, the employee shall be given a sick leave with the understanding that the employee shall utilize accumulated sick leave during such period.
- F. An employee who is on extended sick leave of thirty (30) days or more, shall not be returned to work until approved by the employee's personal doctor, and approved by the County physician; provided the employee shall give four (4) working days prior written notice of the intention to return to work with a copy of the employee's physician approval, and that the County physical examination must be held within four (4) days of 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 4 of the grievance procedure.

- G. An employee who becomes ill while on annual leave may have the time changed to sick leave where the illness exceeds five (5) days and is substantiated by medical proof.
- H. An employee may be required to provide proof of illness in the form of a physician's letter or other means of proof when justified by a pattern, frequency, length of illness, or other circumstances giving rise to reasonable suspicion.

#### 21.02

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 the Commanding Officer.

#### 21.03

- A. Upon separation from the 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:
  - 1. 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.
  - 2. 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.
  - 3. 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) years of service.
  - 4. Upon recall from lay off, within the two (2) year limitation, an employee shall have credited to his or her sick leave bank all time not previously compensated for.

21.04

The Sheriff and the Union will make every effort to utilize no more than ten (10) bid positions for light duty assignments for employees on sick leave.

Conditions for the use of these positions will be negotiated between the parties.

**ARTICLE 22 – PERSONAL BUSINESS LEAVE**

22.01

All full-time employees who have completed one (1) year of service shall be entitled to personal business leave not to exceed two (2) days in any one (1) year which shall not be charged to sick leave. Personal business leave shall be credited on April 1st of each year.

22.02

Such personal leave days shall be used at the employee's discretion to the following extent that the request shall be made to the Divisional Commander, or in his or her absence, the Shift Commander.

1. Reasonable notice for a personal business leave day is construed to be twenty-four (24) hours except for stated emergencies.
2. Only in cases of emergency, the reason for the personal business leave day must be stated.
3. No reason for the requested leave need be given in cases other than emergency.
4. Approval of requests for personal business leave days shall not be unreasonably withheld.
5. Use of personal business leave days as an adjunct to leave days or vacation days, may be denied. However, approval may be granted by the Sheriff or his or her designated representatives.
6. Personal business leave days may be taken in four (4) hour minimum increments.

## **ARTICLE 23 – BEREAVEMENT LEAVE**

### 23.01

In the event of a death in the immediate family of an employee or spouse, the employee will be excused for any of the first three (3) scheduled working days immediately following the date of the death, provided the employee attends the funeral. If it is necessary to attend the funeral of the relative more than three hundred (300) miles from the City of Detroit, such bereavement leave shall not exceed five (5) days.

### 23.02

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 step-parents, stepchildren, great-grandparents, great-grandchildren, sons-in-law, daughters-in-law, half-brothers, and half-sisters.

### 23.03

An employee shall notify the Division Commander or designee prior to taking bereavement leave as herein provided and failure to comply may be cause for denial of such leaves.

### 23.04

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

### 23.05

In the event that a holiday as defined in Article 19 of this Agreement occurs during the bereavement leave, the member 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.

23.06

Employees on leaves of absence without pay as defined in Article 28 shall not be eligible to receive bereavement leave.

23.07

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

23.08

An employee may utilize his or her 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 members of the immediate family as defined in Section 23.02.

## **ARTICLE 24 – LEAVE FOR UNION BUSINESS**

24.01

Employees who are elected to National, State, or regional POAM-related 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 eleven (11) days in any one (1) calendar year.

24.02

Employees who are selected to represent their Local Union at special National, State, or regional POAM-related 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.

24.03

Employees of 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 25 – MILITARY LEAVE**

### 25.01

Any employee inducted into the Armed Forces of the United States shall be granted a military leave of absence without pay for the period of military service required upon presentation of the appropriate document.

### 25.02

- A. The employee must advise the Sheriff, in writing, within ninety (90) days from the date of release from active duty of the employee's intent to be returned to his or her former classification.
  
- B. If the period of military service is longer than a six (6) month duration, the returning employee must submit to such medical and physical examinations as shall be necessary to determine whether or not such military service has in any way incapacitated him or her for the work in question. Insofar as practical, any employee returning with disabilities shall be placed in such employment as the Sheriff or the County of Wayne deems suitable under the circumstances.

### 25.03

Upon returning from military service, the employee:

- A. Shall be reinstated as though he or she had not been on military leave.
  
- B. Shall have the same status as he or she had prior to the beginning of the military leave.
  
- C. Shall take such examinations as the employee would have been required to take had he or she not entered the Armed Forces.
  
- D. Shall complete any uncompleted probationary period.
  
- E. Shall be entitled to annual leave credits for the time served in military service. However, such credits shall not exceed a two (2) year period immediately following the beginning date of the military leave. Such annual leave credits may be used or paid only if the employee returns to his or her former department and completes three (3) calendar months of additional service.

25.04

Failure to return to work within ninety (90) days of discharge or release will result in immediate dismissal with no recourse through the grievance procedure.

25.05

- A. All employees who are members of the National Guard or Reserve may be granted time off not to exceed fifteen (15) calendar days in any one (1) fiscal year when called for training. Such time off shall be granted only to employees who have had six (6) months or more continuous employment at the start of such military service.
- B. All employees who are members of the National Guard or Reserve shall have their leave days arranged to allow them to attend a monthly weekend meeting.
- C. The pay rate of the employee during such time off shall be the difference between his or her regular pay rate and the total amount of compensation less any and all allowances, received by the employee for such military training.

**ARTICLE 26 – INDEMNIFICATION**

26.01

Whenever an employee covered by this Collective Bargaining Agreement becomes subject to a claim, a liability, a judgment or a 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 to indemnify him or her 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.

26.02

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.

26.03

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 during working hours, 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.

26.04

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

26.05

This Article 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.

26.06

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 27 – LEAVE WITH PAY**

27.01

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 or involves a non-County related matter.



- 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 his or her shift (including afternoon or midnight shift) on those days on which the employee is required to serve as a juror.
  - 4. The employee shall submit proof of jury service.
  - 5. An employee's leave days will remain as regularly scheduled unless affected by the court appearance, in which case the Department will reschedule the employee's leave days in accordance with Article 16.01(A).
- E. Attendance at institutes or meetings when such attendance, in the opinion of the Sheriff, contributes to the betterment of the service.
- F. Attendance at professional conferences, meetings, or institutes as delegated by the Sheriff as a duty assignment.
- G. Attendance at State funerals, funerals of County Officials or employees, military funerals, funerals of Police Officers in nearby communities as delegated by the Sheriff.

#### 27.02

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

#### 27.03

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

## **ARTICLE 28 – LEAVE WITHOUT PAY**

### 28.01

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 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 2080 hours of paid time. For leaves under (A), one year shall mean 12 months of service with at least 1250 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 accredited educational institution, for the purpose of improving the quality of the employee's service to the County or for 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.

### 28.02

An employee must exhaust all annual, holiday and personal business leave prior to the commencement of any leave without pay, except for leaves under 28.01 (A). If the leave is requested because of the physical or mental disability of the employee, all sick leave must be exhausted.

### 28.03

A leave due to the physical or mental disability of an employee may not exceed a six month period unless extended due to continued disability. An employee may be granted additional six month extensions, not to exceed a total leave without pay of two (2) years. 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 be granted for up to 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 months in total.

#### 28.04

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 shall choose a neutral physician to render a third opinion.

#### 28.05

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.

#### 28.06

- A. Except as provided in Section 32.03 and Section 33.03, employees on leave in accord with Section 28.01 (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, life and dental 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.

#### 28.07

While on a leave of absence, a member shall continue to earn seniority credits.

## **ARTICLE 29 – MILEAGE ALLOWANCE**

### 29.01

Employees required to use their private vehicles in performance of assigned duties shall be reimbursed for actual trip mileage incurred each month. Effective upon execution of the Collective Bargaining Agreement by the County Executive, 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 10,000 miles, which is published annually by the American Automobile Association (AAA), in the publication, "*Your Driving Costs*."

First 300 miles ..... 4 cents per mile below the (AAA) published rate.  
Next 300 miles ..... 6 cents per mile below the (AAA) published rate.  
Over 600 miles ..... 8 cents per mile below the (AAA) published rate.

### 29.02

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

### 29.03

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 departmental 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 Section 29.01. If the Director of Personnel/Human Resources elects to provide flat rate mileage, the rate shall be \$345.00 per month, beginning October 1, 1995 and \$360.00 per month beginning December 1, 1995. Effective upon execution of the Collective Bargaining Agreement by the County Executive, flat rate mileage shall be \$410.00 per month.

### 29.04

Employees shall be required to submit a filled-in Daily Trip Sheet furnished by the Employer at the end of each month.

29.05

Effective beginning December 1, 1998, no police officer will be required to use his or her car on police business. Those that do shall receive mileage on a reimbursable basis. Those officers who use their cars on County business and currently receive flat rate mileage will continue to receive such payments while they remain in their present assignments. If they leave those assignments they and their replacements in those assignments will not receive flat rate mileage nor will they be required to use their cars, but if they do, they will receive reimbursable mileage.

### **ARTICLE 30 – UNIFORM, CLOTHING AND EQUIPMENT ALLOWANCE**

30.01

Each new employee shall be furnished with a complete uniform upon entry into the Department in accordance with the specifications and standards established by the Sheriff.

30.02

- A. The following uniform items, unless eliminated or replaced by the Sheriff, after consultation with the uniform committee, shall be deemed as standard uniform and issued to all Academy Trained Police Officers who have not previously received each item. The member shall receive the uniform items upon successfully completing the Academy. All clothing items shall be of new issue.

- 1 GARRISON HAT AND RAIN COVER
- 1 WINTER FUR CAP
- 5 UNIFORM TROUSERS
- 5 LONG SLEEVE SHIRTS
- 5 SHORT SLEEVE SHIRTS
- 1 BADGE
- 1 CAP SHIELD
- 1 COLLAR BRASS (SET)
- 1 ALL SEASON JACKET
- 1 RAINCOAT
- 3 TIES
- 1 BLACK BASKETWEAVE LEATHER (COMPLETE SET)
- 1 PAIR BLACK MILITARY SHOES
- 1 PAIR BLACK GLOVES
- 1 POLICE TYPE TIE CLASP
- 1 NAME PLATE

- 1 WHISTLE W/CHAIN
- 1 BELT
- 1 SET HANDCUFFS
- 1 .357 REVOLVER (OR DEPARTMENT APPROVED HANDGUN)
- 1 PEPPER GAS AND HOLDER (OPTIONAL)

B. The following uniform items shall be deemed as standard uniform and issued to all non-Academy trained Police Officers who have not previously received each item. All clothing shall be of new issue:

- 5 FATIGUE PANTS
- 5 FATIGUE SHIRTS
- 1 FATIGUE HAT
- 1 PAIR BLACK MILITARY SHOES
- 1 SET HANDCUFFS
- 1 ALL SEASON JACKET
- 1 PAIR GLOVES
- 1 BELT

C. In the event, the Bomb Disposal Unit is reactivated, the following items shall be purchased by the Employer for the Bomb Technicians:

- 1. Bomb Suit (two suits for each unit)
- 2. Anti Static Uniforms (shirt, pants, shoes, hats per Bomb Technician)
- 3. (Pocket) Bomb Technician Survival Tool Kits (1 per Technician)
- 4. Personal Tool Kits to include:
  - a. Tool Box
  - b. Dearmer (water canon)
  - c. Assorted Screwdrivers
  - d. Assorted Pliers
  - e. Assorted Clamps
  - f. Tape (nylon-filament, electrical vinyl and fabric)
  - g. Hacksaw
  - h. Diagonal Cutters
  - i. Parachute Cord 300'
  - j. Grappling/Treble Hooks
- 5. Paging Beepers
- 6. Up-to-date Explosive Manuals and Training Brochures
- 7. Up-to-date Hazardous Chemical Manuals

### 30.03

- A. Upon entry into the Department, 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.
- B. If an employee requests a transfer to a different position in accordance with the provisions of this Agreement, the 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 an employee 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.

- C. 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.

### 30.04

An employee, upon retirement, shall return to Police Property the following items: Riot Helmet, complete set of Leather, Badge, Cap Shield, Handcuffs, Service Revolver, and all other technical equipment supplied by the department. Other items of issue need not be returned, but the employee may be required to present them upon demand prior to final clearance.

An employee who separates from County service, excluding retiring employees as specified above, shall return all County-issued items within three (3) workdays of such separation. Employees failing to return County property shall have appropriate payroll deductions taken to cover the replacement value of the item.

### 30.05

An employee shall be allowed to buy his or her service weapon for twenty-five dollars (\$25.00) upon retirement from the Department, unless denied for cause and unless the employee has not held the assigned weapon for at least five (5) years at date of retirement.

### 30.06

An employee will be reimbursed for articles of personal apparel and accessories damaged or destroyed during the course of the employee's assigned police duty as determined by the Sheriff. Reimbursement will be based on the item's reasonable cost when used or worn in its normal and customary way. The parties agree that within six (6) months of this Agreement being finalized, the Sheriff will develop guidelines for determining eligibility and the amount of reimbursement.

### 30.07

- A. Effective December 1, 2005, an annual uniform allowance in the amount of eight hundred dollars (\$800.00) for Academy trained Police Officers and three hundred dollars (\$300.00) for non-Academy trained Police Officers shall be allocated for each employee required to wear uniforms on or before March 1st, and annually thereafter, for the purpose of uniform replacements and their maintenance in accordance with the specifications, standards, and regulations established by the Sheriff. New employees shall receive a pro-rated uniform allowance if they have completed six (6) or more months of employment on March 1st of their first year of employment, i.e. completion of less than six (6) months = no payment; completion of six (6) months = 6/12 of \$300.00.
- C. An annual clothing allowance in the amount of five hundred dollars (\$500.00) shall be paid to each Academy trained Police Officer not required to wear uniforms on or before March 1st, and annually thereafter, for the purpose of offsetting the cost of maintaining his or her clothing in accordance with the standards established by the Sheriff.
- D. All employees on approved leaves of absence or military leave shall receive a pro-rated uniform allowance.

### 30.08

The monies allocated for each member in Section 30.07(A) above shall be paid in the amount of four hundred fifty (\$450.00) dollars for each Academy trained Police Officer and three hundred dollars (\$300.00) for each non-Academy trained Police Officer on or before March 1st, and annually thereafter, for the purpose of maintaining the member's uniform clothing. The employer shall also allocate the additional three hundred fifty dollars (\$350.00) for Academy trained Police Officers as a uniform replacement fund to replace uniform equipment as listed in Section 30.02 (A) above. Uniform replacements shall be purchased from uniform suppliers as approved by a committee consisting of one (1) union representative, one (1) representative of the Department, and one (1) representative of the Employer, by voucher, as furnished by the employee and approved by the Department.



30.09

Monies allocated for uniform replacement shall be accumulative for the term of this Agreement.

30.10

In addition to the allowance paid under the provisions set forth in Section 30.07 above, an additional allowance of four hundred fifty dollars (\$450.00) in cash for all Academy trained Police Officers shall be paid on or before October 1st annually for the purpose of uniform maintenance in accordance with the specifications, standards, and regulations established by the Sheriff.

All employees on approved leaves of absence or military leave shall receive a pro-rated uniform allowance.

30.11

- A. Effective the first payday following November 1, 2010, eligible employees of record in the POAM bargaining unit will receive a one-time, lump sum supplemental uniform allowance of \$500.00.
- B. Effective the first payday following December 1, 2010, eligible employees of record in the POAM bargaining unit will receive a one-time, lump sum supplemental uniform allowance of \$500.00.
- C. To be eligible for the one-time supplemental allowances cited in paragraphs A and B of this section, an employee must be an active employee of record in the bargaining unit on both the date this Agreement is executed by the County Executive and the date of payment for the applicable supplemental allowance.

30.12

- A. All full-time members of the Bargaining Unit who are Academy trained shall, upon qualifying during the department qualification period with their duty weapon, be paid a qualifying allowance of five hundred dollars (\$500.00) on or before May 1st annually. Employees who qualify as Expert shall be paid five hundred fifty dollars (\$550.00), and employees who qualify as Master shall be paid six hundred dollars (\$600.00).
- B. Employees who are unable to qualify after at least ten (10) attempts during the annual qualification period, shall be paid an allowance of two hundred dollars (\$200.00) on or before May 1st following the end of the qualification period.

- C. Employees who retire within the qualifying period who have qualified shall be paid a pro-rated amount at the time of separation based upon the length of active duty within the qualification period.

30.13

The Employer will contribute fifteen dollars (\$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 31 – INSURANCE PROGRAMS**

31.01

Except where it is in conflict with the express terms of this agreement the *Wayne County Health and Welfare Benefit Plan*.

### **31.02 MEDICAL INSURANCE**

- A. Effective the first open enrollment date after this Agreement is executed 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
  - 4. High Deductible Plan<sup>11</sup>
- 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*.

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11. Deductibles and co-pays will be established by the County and otherwise subject to IRS rules and regulations.

- 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 (31.02(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.

### **31.03 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*.

### **31.04 COORDINATION OF BENEFITS**

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

### **31.05 TRANSITIONAL LIGHT DUTY PROGRAM**

Effective December 12, 2007, the County will provide a transitional light duty program for police officers and corporals 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.

### **31.06 OPTICAL PROGRAM**

The Employer shall continue to provide active employees with a self-insured optical reimbursement program with a one hundred twenty-five dollar (\$125.00) maximum benefit level for each family member covered under an available health care plan contained in this Agreement at the Employer's expense. The one hundred twenty-five dollar (\$125.00) benefit level will be restored every two (2) years on October 1 of each odd numbered year. Benefits shall be limited to prescription lenses, prescription contact lenses, eye glass frames, vision examinations by licensed optometrists, opticians and ophthalmologists. Eligible employees and their dependents may obtain optical services from any licensed optometrist, optician, or ophthalmologist during the two (2) year period and receive the one hundred twenty-five dollar (\$125.00) reimbursement allowed by the Employer.

### **31.07 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*.

### **31.08 COST CONTAINMENT PROGRAMS**

The County reserves the right to implement health care cost containment programs. The cost containment programs may require that the insured follow procedures prescribed by the provider in order to be eligible for benefits. The County also reserves the right to change a provider or benefits administrator with 60-day notice to employees.

**31.09 LIFE INSURANCE**

- A. The Employer shall pay the full premium cost of twenty-five thousand dollars (\$25,000.00) for life insurance for each employee. Effective the date this Agreement is executed by the County Executive, the County will increase the life insurance benefit for each employee to thirty thousand dollars (\$30,000).
- B. The Employer shall continue to provide supplemental life insurance to the members at a rate not greater than 36 cents per thousand per month for group term life insurance or payroll deduction for permanent group life insurance.

Said supplemental group term insurance shall be based on total wages earned by the employee based on the W-2 Forms provided in January of each year. The Retirement Board shall certify to the insurance carrier the total wages earned in order that the proper amount of supplemental life insurance may be designated to the employee's account.

- C. The Employer shall pay the full premium for \$50,000.00 life and dismemberment insurance for employees assigned to the SRU/SRT and the Bomb Squad Detail (who actually handle potentially explosive devices), but only while these special detail employees are performing official duties of their special details. Effective October 1, 2001, Marine Safety Patrol Officers with diver's certificate (those employees who actually perform dive team assignments).will also be eligible for the \$50,000.00 life and dismemberment insurance while performing official duties of their special work detail.
- D. Any employee who is killed in the line of duty shall have his or her County provided life insurance doubled, except that the Supplemental Life Insurance provided in Section 31.06 (B) and (C) will not be doubled.

**31.10 PRE-PAID LEGAL PLAN**

Effective February 1, 2008, 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.

**31.11 JOINT HEALTH CARE BENEFITS COMMITTEE**

- A. A Joint Health Care Benefits Committee made up of two members from the Employer, and two members from the Union will review cost containment programs to cover active employees during the term of the CBA. The Committee shall meet at least bi-annually to review the health care benefits and determine less costly alternatives. Cost containment programs shall not diminish the level of benefits provided in this Article.

- B. The Committee shall conduct a study of activities which have the potential of limiting health care costs, without shifting costs to employees or otherwise reducing levels of benefits or quality of care. The study shall develop recommendations for measures to hold insurance carriers, administrators and hospitals, and physicians more accountable for controlling health care costs.
- C. In determining different alternatives to health care benefits the Committee will review the benefits structure, utilization analysis and the provider network.
- D. The Committee shall have access to representatives of all health plan carriers providing plans to employees. The Committee shall receive copies of reports on the health plans (including cost and utilization information) and may request additional reports or redesigned reports mutually agreed upon by the parties.
- E. Areas of Committee study may include but are not limited to: administration, managed care, utilization control, medical service, provider fees, preventive care, and wellness programs.
- F. The Committee may also recommend additional measures or alternatives consistent with the goals set forth above, and if mutually agreed upon by the parties new programs may be implemented.

## **ARTICLE 32 – LONG TERM DISABILITY INCOME BENEFIT PLAN**

### 32.01

- A. Beginning the effective date of this contract, members of the Bargaining Unit hired on or after October 1, 1983 or those who have elected under Article 21, Section 21.01 (C) shall be covered by a Long Term Disability Income Plan which pays a member 60% of the regular base wage rate as provided under Article 38.02 of this collective bargaining agreement or a maximum of \$1,900 monthly (\$2,300 effective June 1, 1998), 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*.

- B. An employee off work due to a non-work related illness or disability who returns to work before satisfying the sixty (60) day period, who then becomes disabled again due to the same cause (with proper medical certification), shall have both periods of absence counted toward the elimination period.

## 32.02

- A. The following defines the process for resolving disputed claims for long term disability benefits:

If the employee's medical condition is disputed and the payment of long term disability benefits cannot be resolved by the employee and the Division of Benefit Administration based on physician reports, the dispute as to the employee's medical condition shall be decided by a neutral third party medical physician jointly selected by the employee's treating physician and the County's examining physician. Within fifteen (15) days after receiving the medical report from the neutral third party medical physician, the County will advise the Union and employee of the results and provide a copy of the exam report to the employee. If the dispute is resolved in favor of the employee, long term disability benefits will commence from the first day of eligibility after completion of the qualification period or sixty (60) days from the date of disability. The decision of the neutral third party medical doctor shall be binding on the Union, the Employer, and the employee.

- B. The following defines the process for resolving denied claims for long term disability benefits due to non-medical reasons:

Notification of the denial of benefits by the Program Administrator will be sent to the employee within thirty (30) days of filing the claim. If the member does not agree with the findings, he or she can file an appeal within sixty (60) days with a three person panel to reconsider the claim denial. The panel will consist of:

1. The Division of Benefit Administration Director or designee
2. The POAM Benefits Representative or designee
3. A person mutually selected by the Division of Benefit Administration and POAM.

If the Union and the Employer cannot agree on the third member of the panel within sixty (60) calendar days, the member shall have the right to grieve denial of LTD benefits through arbitration.

Claims are to be decided within sixty (60) days after the date of the employee's appeal.



- C. Each party recognizes that medical conditions change with time and that the Employer may request additional medical examinations and that the employee may file additional claims for long term disability income benefits.
- D. Employees receiving long term disability benefits must cooperate in efforts to receive treatment and rehabilitation for continued benefits under the "Plan". Failure to comply shall result in termination of benefits.

### 32.03

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 payments.

### 32.04

The long term disability income program will be totally funded by the County.

### 32.05

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 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-terms 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. If long term disability benefits have been made prior to favorable adjudication or settlement of a 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.

#### 32.06

Benefits for disabilities resulting from alcoholism, chemical dependency, mental or nervous disorders, will be for a cumulative period of no more than twelve (12) months or a period equal to length of service prior to disability, whichever is less.

#### 32.07

The following defines the method for calculating long term disability benefit payments:

1. Monthly salary shall mean the regular annual base wage rate of any employee divided by twelve (12).
2. The monthly benefit level is either 60% of base wage rate or the \$2,300 monthly maximum, whichever is less.
3. The daily rate is calculated by multiplying the monthly benefit level times 12 divided by 365. Eligible employees will be paid benefits on a seven (7) day week basis subject to the terms and conditions of the "Plan" using the daily rate.

#### 32.08

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.

#### 32.09

Retirement under the "Plan" referred to in Section 32.08 means a disability, regular or early retirement under any of the County's retirement plans.

Coordination of benefits under the "Plan" includes social security benefits an employee is eligible to apply for under that system. Offsets will not be made where the employee is found ineligible for social security benefits.

An employee disabled and receiving disability benefits under Social Security shall continue to receive long-term disability income payments which have been reduced by the amount of disability benefits under Social Security. In no event shall the combination of long-term disability and disability benefits under Social Security exceed the employee's long-term disability maximum. Long term disability income benefits, as provided in this section, will be subject to the same offsets, coordination and conditions, with the exception of Wayne County retirement benefits, as described in the *County of Wayne, Michigan, Long Term Disability Income Benefit Plan* effective July 1, 1984, revised December 1, 1996.

### 32.10

The parties may mutually agree to terminate the *Long Term Disability Income Benefit Plan*. However, no benefits or coverage guaranteed under the "Plan" shall be abridged. Any changes to the current "Plan" pertaining to the level, qualification waiting period or duration of benefits will also be by mutual agreement.

### 32.11

This Section shall define the following provisions in the *County of Wayne, Michigan, Long Term Disability Income Benefit Plan*:

- A. "Actively at work" indicates the participant's attendance in person at his or her usual and customary place of employment with the County or a participating Unit, acting in the regular performance of the duties of his or her occupation for wages or profit, or those who are on an approved leave of absence of less than twenty-four (24) months in accordance with Section 2.1 of the "Plan".
- B. "Notice of claim" shall mean the employee must file an "Employee's Statement of Claim for Long Term Disability Benefits" within thirty (30) days after the date of disability. This notice must be filed with the Division of Benefit Administration.

### 32.12

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.

## **ARTICLE 33 – WORKERS' COMPENSATION**

### **33.01**

- 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 September 13, 1995, 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 which, 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 33.01 (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 33.01 (B) beyond the two (2) year period.**

### **33.02**

- A. Officers filing claims and receiving workers' compensation shall earn sick and annual leave for two (2) years. All officers receiving Workers' Compensation shall be paid off excess annual leave in accordance with Article 20 of this Agreement.**
- B. An officer who is separated from County service and is receiving Workers' Compensation as provided above, shall not be paid for annual leave in excess of the two (2) year limitation.**

### **33.03**

**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 (2) years.**

### 33.04

- A. 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 Article 30. 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.
- B. 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 Section 30.11. However, the parties recognize that Management 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 or she has returned to full-time duty.

### 33.05

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

### 33.06

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

### 33.07

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.

### 33.08

- A. If an officer receives an economic benefit from the Employer's automotive 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.

- B. When combined with statutory payments, supplemental payments and economic benefits from the Employer's automotive insurance carrier, the combined payment shall equal one hundred percent (100%) of the officer's net pay and no more.
- C. If an officer receiving Workers' Compensation benefits has had his or her sick leave bank reduced due to the injury, the officer shall not be penalized when vacation bonus is computed under Section 21.01 (D).

### 33.09

All officers on Workers' Compensation who meet the eligibility requirements in Article 15 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 or her score. If bypassed for promotion, the officer will be placed on the promotional recall list and shall be promoted to the first available position.

### 33.10

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 33.01 (B) above, 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.

### 33.11

The Employer shall grant full medical benefits to an officer injured as the result of a physical assault in the performance of his or her duties provided the employee is receiving Workers' Compensation benefits.

### 33.12

Any employee who has been receiving Workers' Compensation benefits under a previous contract will continue to collect contractual benefits under that particular contract, unless retired under the terms of this Agreement.

## **ARTICLE 34 – TUITION AND SEMINAR REIMBURSEMENT**

### **34.01 Eligibility**

Tuition reimbursement shall be limited to regular, full-time employees whose programs meet the following requirements.

- A. Courses lead to graduate or undergraduate degrees.
- B. Courses are conducted by an accredited educational institution.
- C. Correspondence courses may be eligible for reimbursement.

### **34.02 Amount of Reimbursement**

The reimbursement will be one hundred percent (100%) of actual tuition but not more than seven hundred fifty dollars (\$750.00) per fiscal year. Reimbursements will not include the cost of books, supplies, equipment or application fees. More than two (2) college courses per term will be approved in advance only under circumstances acceptable to the Employer. Effective October 1, 2001, the maximum reimbursement will be one thousand five hundred dollars (\$1,500.00) per fiscal year.

### **34.03 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, seminar or conference.

#### **34.04 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 sixty (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.

#### **34.05 Eligibility - Professional Seminars and Conferences**

Tuition reimbursement shall be limited to full-time employees whose programs meet the following requirements:

- A. An employee must complete an application form provided by the Employer and submit it for department head approval. The application must indicate the specifics of the seminar or conference, including cost, dates location, who is attending, and relationship to the employee's present job. The employee must attach seminar or



conference documentation to the application. Seminars or conferences must be designed to contribute to one's professional competence in performing his or her current job, or in preparing one to advance towards a County career objective.

- B. Approval, processing, and reimbursement will be determined the same as tuition procedures for regular classroom courses.
- C. No payment will be made for books, supplies, meals, travel, hotels, etc. This program covers seminar or conference registration fees only, except where other refunds are authorized by clear contractual language.
- D. Attendance shall be limited to no more than two (2) such conferences, seminars, or programs per fiscal year during the term of this Agreement unless otherwise deemed essential by the Employer.

#### **34.06 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.

### **ARTICLE 35 – ACADEMY**

#### **35.01**

All employees are obligated as a condition of continued employment to attend and successfully pass all requirements of a State Certified Police Academy, recertification course, or any other training mandated by the State of Michigan or the Michigan Commission On Law Enforcement Standards (MCOLES) for the purpose of attaining and maintaining police certification.

## 35.02

Existing Academy language in Article 35 (Section 35.03 through Section 35.06 and Section 35.08) shall be suspended for the duration of this Agreement (October 1, 2008 through September 30, 2011); however, the Sheriff shall conduct flex Academies with the conditions to be negotiated between the parties.

Beginning January 1, 2009 officers attending and successfully completing an MCOLES-approved police academy while working as an officer with the County shall be eligible for reimbursement for the cost of academy tuition of a maximum of \$3,000. However, the employee will, in return, forfeit eligibility for tuition reimbursement under Article 34 of the CBA for the next two (2) years.

## 35.03

Each employee who meets MCOLES application standards shall be enrolled in and required to successfully complete a Police Academy prior to completing five (5) years of continuous service. All enrollments in the traditional police academy shall be in accordance with Bargaining Unit seniority. However, an employee may be bypassed on the list for Academy attendance in favor of an employee who is presently beyond the five (5) year period.

## 35.04

An employee, with the approval of the Sheriff, may waive one (1) scheduled traditional police Academy attendance for a temporary hardship or temporary medical condition, whereby the physically incapacitated employee is on an approved leave of absence under the Family Medical Leave Act or on workers' compensation prior to receiving notice of academy attendance from the Department. However, in both instances, the Sheriff shall have full discretion to demand attendance and successful completion by the employee at the next succeeding traditional academy as a condition of employment, subject to Section 33.01(C) of the Collective Bargaining Agreement.

## 35.05

The Sheriff's Training Unit will notify eligible employees of pending Academy enrollment sixty (60) days prior to the first day of each Academy class.

### 35.06

Throughout the duration of the existing CBA, the Sheriff shall conduct one (1) *traditional* police academy class per calendar year, with an enrollment consisting of no less than thirty (30) Wayne County employees represented by the County's POAM bargaining unit. Additionally, the Sheriff, at his discretion, may also conduct up to two (2) *flex* academies each year. Officers attending a flex academy will be compensated at the rate of \$10.50 per hour for all hours of participation in the flex academy.

Employees in POAM who have previously received a permanent waiver from attending the *traditional* police academy, shall be afforded, on a voluntary basis, the opportunity to apply for, and if qualified, attend a *flex* academy. However, the number of employees with a permanent waiver for whom the Sheriff offers the opportunity to attend a *flex* academy shall not be less than five (5) per *flex* academy class. If an individual is unable to qualify for the *flex* academy or does not successfully complete the *flex* academy, he or she shall not be offered another opportunity to attend a police academy (*traditional* or *flex*). The employee's regular employment status with the Sheriff's Office shall remain unchanged and unaffected by his or her application for and attempt to pass the Sheriff's *flex* academy.

### 35.07

All new employees hired into the classification of Police Officer on or after the execution date of this Agreement, shall be provisional employees of the County of Wayne. All provisional employees/police officers shall receive compensation for all services rendered at the rate of \$10.50 per hour while attending the mandatory one hundred sixty hour (160) *Correctional Officer Training Academy* (i.e., Jailers Training). Upon completion of the *Correctional Officer Training Academy* or assignment to a regular permanent position in one of the Sheriff's Jail Divisions, whichever occurs first, newly hired employees will no longer be deemed as provisional and will be placed at ten percent (10%) below the Step 2 level of the wage rate grid for the classification of police officer (i.e., \$28,284), as provided under Article 38.02(A) and (B) of this Agreement. At all times, Section 13.02 [Probationary Employees] will remain in full force and effect for all provisional employees covered under this section [35.07].

### 35.08

The Employer, through the Sheriff, will reimburse the employee up to a maximum of one hundred fifty-five dollars (\$155.00) for expenses related to the MCOLES administered tests and Academy mandated uniform, text books, or equipment purchases. In order to receive the reimbursement, the employee shall provide the proper receipts within thirty (30) calendar days after the successful completion of the Academy. This reimbursement is a one (1) time per candidate expense to the Employer with the following individual maximums: (1) the pre-employment test battery involving both the reading and writing/physical agility tests will be reimbursed up to a maximum of fifty-five dollars (\$55.00) and (2) the Academy mandated

uniform, text books or equipment purchases will be reimbursed up to a maximum of one hundred dollars (\$100.00). Employees will be reimbursed for only those items mandated and authorized for the current Academy, as published by the Sheriff's Department Training Unit.

## **ARTICLE 36 – HEALTH AND SAFETY**

### **36.01**

The Sheriff and the Employer shall maintain all equipment in a safe operating condition when furnished by the Employer for use by employees in the performance of their assigned duties. The Sheriff and the Employer shall have the responsibility for ensuring adequate safety, training, and safety education for all employees.

### **36.02**

In the event an employee shall claim the equipment furnished by the Employer is unsafe for use in the performance of his or her assigned duty, the employee shall be required to report the alleged equipment defect to his or her Command Officer or first available level of management in writing no later than the end of the employee's work shift.

### **36.03**

If the reported complaint is not satisfactorily resolved by the Command Officer or Division Commander, the employee may initiate a grievance in accord with the grievance procedure as provided in this Collective Bargaining Agreement.

### **36.04**

The Employer shall meet applicable safety requirements under the Michigan Occupational Safety and Health Act (MIOSHA) to furnish each employee a place of employment free from recognized hazards, to maintain all required records and reports, and to supply required safety equipment under State Safety Acts.

### **36.05**

When vehicles are reported as defective and are determined to be unsafe by an employee's Commanding Officer, the vehicle shall be removed from service until cleared by a certified vehicle mechanic designated by the Sheriff or the Employer.

36.06

A Safety Committee shall be established for the purpose of conducting regular monthly meetings to discuss, recommend, and monitor safety procedures. The committee shall be comprised of two (2) members of this bargaining unit and one (1) representative designated by the Employer who shall be the Risk Management Division Safety Director or his or her designee. The Sheriff shall also designate a representative.

36.07

When the Employer suspects a contagious condition exists, the Employer shall take action without undue delay to provide a healthful place of employment.

## **ARTICLE 37 – RETIREMENT**

### **37.01 General Provisions**

- A. The detailed provisions of the 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 effective date of the 2007 Act 312 Award (December 12, 2007), 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, 1990, and prior to October 1, 2001, shall be eligible for participation in either 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, re-instated 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.

- G. Regardless of the Retirement Plan, all employees hired, rehired, re-employed and reinstated on or after the effective date of the 2007 Act 312 Award (December 12, 2007) 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 37.11(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 (37.01(G)) will not apply to terminated employees reinstated through arbitration who were otherwise eligible for post-retirement health care prior to termination.
- H. All employees retiring after December 1, 1997, who are eligible for medical benefits under the current system, shall be allowed to select a medical benefit plan among other available plans offered during open enrollment.
- I. Employees who terminate their employment prior to regular retirement and who subsequently exercise their vested retirement right will not be entitled to any health or insurance benefits.
- J. All employees hired on or after October 1, 2008 shall not be eligible for a 13<sup>th</sup> check upon retirement.
- K. One (1) year of service equals 2080 straight time hours. No more than one (1) year of service credit may be earned in any one (1) calendar year.
- L. Effective the date this Agreement is executed by the County Executive, and for no more than thirty (30) calendar days thereafter, eligible employees of record with the County who are members of the bargaining unit and members of either Retirement Plans 1, 2, 3, 5 or 6 may purchase up to a maximum of two (2) years of credited service toward retirement eligibility at total actuarial cost not to exceed \$30,000.
- M. 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 POAM bargaining unit retiring after the date of execution.
- N. Upon the termination of this Collective Bargaining Agreement on September 30, 2011, the parties may agree to bargain over retirement related issues. However, all issues concerning retirement, including but not limited to, any and all provisions outlined in Article 37 of this Agreement shall not be subject to Act 312 arbitration until October 1, 2020.

**37.02 Defined Benefit Plan #1 (DBP # 1)**

- A. Applicable to full-time members of the POAM 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. An employee's contribution to the Retirement System shall be 3.67% of the first \$13,500 of annual compensation, and 5.67% of annual compensation in excess of the \$13,500, to be deducted from the bi-weekly payroll. Effective December 1, 1995, employee contributions shall increase from 3.67% to 4.25% of the first \$13,500 of annual compensation and from 5.67% to 6.25% of annual compensation in excess of \$13,500. Effective October 1, 2001, employee contributions to the retirement system shall be five percent (5%) of all W-2 compensation.
- E. The Employer shall contribute to the Retirement System an amount equal to two percent (2%) of each employee's annual compensation up to a maximum of \$13,500, and in addition thereto, the amounts required to actuarially fund the Retirement System.
- F. Average final compensation shall be equal to the average of the five (5) highest years of compensation while a member of the retirement system. Effective October 1, 2001, 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 of service shall continue to be utilized.
- G. The amount of retirement compensation shall equal two percent (2%) of average final compensation for all years of credited service. Effective December 1, 1995, employees eligible for normal retirement may retire with a pension benefit formula of 2.5% of average final compensation for all years of credited service. Effective December 1, 1995, employees retiring for any reason with less than 25 years of service shall receive a pension benefit based on a formula of 2% of final average compensation for all years of credited service. Effective October 1, 2001, 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. Effective December 1, 1995, the maximum retirement benefit shall not exceed 75% of average final compensation regardless of the formula used and regardless of the source of funding. This provision shall not apply to those employees with 30 or more years of credited service on or before November 30, 1995.
- I. 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.
- J. In accord with Article 37.06(A)(2), employees in Defined Benefit Plan #1 may transfer to the Hybrid Retirement Plan.
- K. Once an employee has elected to withdraw from Defined Benefit Plan #1, that employee may not return.

**37.03 Defined Benefit Plan #2 (DBP # 2)**

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

Effective October 1, 2001, normal retirement shall also mean thirty (30) years of credited service without an age requirement. An employee retiring with thirty (30) years of service will receive medical benefits as otherwise provided under the terms of this Agreement. An employee 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. The amount of retirement compensation shall equal one percent (1%) per year times average final compensation for the first twenty (20) years, and one and one quarter percent (1.25%) per year times average final compensation for all years of service over twenty (20) years.
- C. Average final compensation shall be equal to the average of the five (5) highest years of compensation while a member of the retirement system. Compensation does not include payouts of excess sick or annual leave.
- D. Vesting shall occur after eight (8) years to equal the accrued service retirement benefit, and payable only upon meeting eligibility for service retirement.
- E. Effective October 1, 2001, eligible employees shall receive a duty disability retirement benefit, which shall equal seventy-five percent (75%) of the employee's average final compensation.



- F. Non-duty disability retirement shall occur after vesting; however, 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.
- G. 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.
- H. There is no employee contribution.
- I. In accord with Article 37.06(A)(2), employees in Defined Benefit Plan #2 may transfer to the Hybrid Retirement Plan
- J. Once an employee has elected to withdraw from Defined Benefit Plan #2, that employee may not return.

**37.04 Defined Benefit Plan #3 (DBP # 3)**

- A. Applicable to full-time members of the POAM employed by the County of Wayne from October 1, 1983 to March 30, 1986.
- B. Normal retirement shall be twenty-five (25) years of credited service at age 55, twenty (20) years of credited service at age 60, or five (5) years of credited service at age 65.

Effective October 1, 2001, normal retirement shall also mean thirty (30) years of credited service without an age requirement. An employee retiring with thirty (30) years of service will receive medical benefits as otherwise provided under the terms of this Agreement. An employee 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.

An employee hired prior to the effective date of the 2007 Act 312 Award (December 12, 2007) who retires with twenty-five (25) years of credited service shall receive all medical benefits as otherwise provided under the terms of this Agreement.

- C. 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). However, employees will be required to pay five hundred dollars (\$500.00) per year for every year of credited service up to twenty (20) years.

- D. Average final compensation shall be equal to the average of the five (5) highest years of compensation while a member of the system. Effective December 12, 2007, Average Final Compensation will also include final payouts of excess sick and annual leave made pursuant to Articles 21.03 and 20.05, 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 21.03 and 20.05, overtime, and any payment of accumulated holiday reserve time.
- E. Vesting shall occur after eight (8) years to equal the accrued service retirement benefit, and payable only upon meeting eligibility for service retirement.
- F. There is no retirement benefit for duty or non-duty disability. The employee shall be covered by the Employer's long term disability policy. Effective October 1, 2001, eligible employees shall receive a duty disability retirement benefit, which shall equal seventy-five percent (75%) of the employee's average final compensation.
- G. 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.
- H. In the event of an employee's death in the line of duty, the employee's survivor(s) shall receive one hundred percent (100%) joint and survivor retirement benefits equal to the employee's accrued service retirement pension, with additional service credit to age 60. No age or service requirements apply.
- I. In the event of an employee's death not in the line of duty, the employee's survivor(s) shall receive one hundred percent (100%) joint and survivor retirement benefits equal to the employee's accrued service retirement pension. Eligibility is limited to employee's with ten (10) or more years of service.
- J. The employee contribution shall equal three percent (3%) of total compensation.
- K. In accord with Article 37.06(A)(2), employees in Defined Benefit Plan #3 may transfer to the Hybrid Retirement Plan.

- L. Once an employee has elected to withdraw from Defined Benefit Plan #3, that employee may not return.
- M. 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.

**37.05 Defined Contribution Plan #4 (DCP # 4)**

- A. All Bargaining Unit members in the Defined Contribution Plan shall contribute not 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 three percent (3%) of gross wages to the plan.
- B. The Employer shall contribute \$4.00 for each \$1.00 the employee contributes. Effective December 1, 1995, the County shall contribute \$5.00 for each \$1.00 the employee contributes after twenty (20) years of service.
- C. Effective beginning December 1, 1997, 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.
- D. 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 plus earnings on those 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.
- E. "Retirement" for employees who have elected the Defined Contribution Plan shall mean leaving County service at age 55 with 25 years of credited service; at age 60 with 20 years of credited service; or at age 65 with 8 years of credited service, with one (1) year of service equal to 2080 straight time hours.

Effective October 1, 2001, normal retirement shall also mean thirty (30) years of credited service without an age requirement. An employee hired prior to December 12, 2007 who retires with thirty (30) years of service will receive medical benefits as otherwise provided under the terms of this Agreement. An employee 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.

Retirement shall also mean retirement with disability after eight (8) years of service in the Defined Contribution Plan #4. Survivors are entitled to "retiree" fringe benefits if death occurs after ten (10) years of service in the Defined Contribution Plan or if death occurs in the line of duty, provided that if retired, the employee has elected a joint survivor annuity from the Retirement System.

Employees who "retire" under the Defined Contribution Plan shall be eligible for the same continuing insurance benefits as are provided to persons who retire under one of the Defined Benefit Plans.

Effective December 1, 1997, retirement eligible Defined Contribution Plan #4 participants who withdraw all funds from the Plan at retirement shall be entitled to survivor health care benefits.

- F. In accord with Article 37.06 (A)(2), employees in Defined Contribution Plan #4 may elect to transfer to the Hybrid Retirement Plan.
- G. Once an employee has elected to withdraw from Defined Contribution Plan #4, that employee may not return.
- H. Effective December 12, 2007, 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.

**37.06 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 either Defined Benefit Plan #2 or Defined Contribution Plan #4, may elect to transfer from their current Retirement Plan to the Hybrid Retirement Plan during a one-time window period thirty (30) calendar days after the date the new 2008-2011 Agreement is executed by the County Executive.

Employees electing to transfer from the Defined Benefit Plan #2 must fully purchase their entire credited service into the Hybrid Retirement Plan at the full actuarial cost difference between the Plan #2 AFC multipliers specified in the 2004-2008 Agreement (1% & 1.25%) and the Plan #5 multipliers specified in the 2000-2004 Agreement (1.25% & 1.5%) within the thirty (30) calendar day window period or they will forfeit eligibility to transfer into the Hybrid Retirement Plan.

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 30 calendar day window period or they will forfeit eligibility to transfer into the Hybrid Retirement Plan.

Transferring employees shall be responsible for the full actuarial cost of purchasing credited service. Once an employee elects to transfer to the 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 December 12, 2007 who retires with thirty (30) years of service will receive medical benefits as otherwise provided under the terms of this Agreement. An employee 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.

An employee in Plan 5 hired prior to December 12, 2007 who reaches twenty-five (25) years of credited service within five (5) years after December 12, 2007, will be allowed to retire with medical benefits as otherwise provided under the terms of this Agreement.

2. The amount of retirement compensation shall equal one and one quarter percent (1.25%) per year times average final compensation for the first twenty (20) years, and one and one-half percent (1.5%) per year times average final compensation for all years of credited service over twenty (20) years.

Effective December 12, 2007, the amount of retirement compensation shall equal two percent (2.0%) per year times average final compensation for all years of credited service. The average final compensation will be based on the employee's last five years of compensation.

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 December 12, 2007, compensation will include final payouts of excess sick and annual leave made pursuant to Articles 21.03 and 20.05, overtime, and accumulated holiday reserve time.

Effective December 12, 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 21.03 and 20.05, overtime, and accumulated holiday reserve time. All employees hired on or after October 1, 2008, shall contribute five (5%) of all W-2 compensation to the Retirement System.

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 37.06(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. 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.
8. 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.
9. 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.
10. 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 hired prior to October 1, 2008, shall contribute two percent (2%) of base compensation to the plan. Employees hired on or after October 1, 2008, may contribute to the plan at his or her option in accordance with all Internal Revenue Service (IRS) rules & regulations; however, there will be no Employer contribution. An employee shall be immediately vested in one hundred percent (100%) of his or her contributions.
2. For employees hired prior to October 1, 2008, the Employer shall contribute two percent (2%) of the employee's base compensation. There will be no Employer contribution for employees hired on or after October 1, 2008.

An eligible 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 December 12, 2007, 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 37.06(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.

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

Effective the date the new 2008-2011 CBA is executed by the County Executive, the County will establish a new hybrid retirement benefit plan (i.e., Hybrid Retirement Plan #6) for eligible, active employees of record with the County who are members of the bargaining unit as of the date the new CBA is executed by the County Executive and who were hired prior to October 1, 2008.

The defined benefit side multiplier for all years of credited service shall be 2.5% of Average Final Compensation.



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 under Articles 21.03 and 20.05, overtime and accumulated holiday reserve time).

Normal retirement shall be equivalent to that specified in the Hybrid Retirement Plan #5 in the 2004-2008 CBA (i.e., 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).

Eligible employees in the Hybrid Retirement Plan #5 may transfer into Hybrid Plan #6 provided they elect, transfer into, and fully purchase into the Plan at a rate of \$500.00 per year for each year of credited service no later than thirty (30) calendar days after the date the new 2008-2011 CBA is executed by the County Executive.

Eligible employees of record transferring into Hybrid Plan #6 shall contribute 4% of all W-2 compensation to the Retirement System.

Once an employee elects to transfer to the new Hybrid Plan #6, that employee may not return to his or her prior Retirement Plan.

Employees in Hybrid Plan #6 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.

#### **37.08      Deferred Compensation**

The Employer shall continue to provide for deductions for qualified deferred compensation plans.

#### **37.09      Disability Retirement**

The provisions of the Wayne County Retirement Ordinance shall apply. In addition to the general requirements of the Ordinance, the Director of Personnel/Human Resources shall have the authority to file a written application for disability retirement on behalf of an employee in the Union. If an applicant for disability retirement is disqualified, the Director of Personnel/Human Resources shall have the authority to place the disqualified applicant into a light duty position.

### **37.10 Purchase of Layoff Time**

For a period beginning September 13, 1995 and continuing for ninety (90) calendar days, employees may purchase layoff time they previously experienced, if any, at the full actuarial cost of such time at its present value. Purchases shall be in one (1) month units. Twelve (12) months shall be purchased in order to receive a full year of credited service. The payment schedule in existence for purchases of military service time shall apply to any purchase of layoff time.

### **37.11 Purchase of Military Service**

- A. 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 (1) year of credit.
- B. 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 employee's first employment with the County.

### **37.12 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 six (6) 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. One shall be a member of POAM. The remaining three (3) 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 37.11(A) above.

**37.13 Retirement Board Eligibility**

Effective December 12, 2007, 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 38 – ECONOMIC IMPROVEMENTS**

### **38.01 Special Skills Positions**

- A. The following special skill positions shall receive seven hundred dollars (\$700.00) greater than their base rate while working in these capacities:
1. Computer Programmer positions with one (1) year experience.
  2. Helicopter Pilot with commercial license.
  3. Dive Team Members with diver's certificate.
  4. Bomb Technician.
- B. Identification Technicians shall receive one thousand dollars (\$1,000.00) greater than their base rate while working in this capacity. Effective beginning October 1, 2001, the amount of special skills pay provided to employees working in the assignment of Identification Technician will be one thousand five hundred dollars (\$1,500.00) per year.
- C. Effective beginning October 1, 2001, employees in the classification of Corporal will receive an additional one thousand dollars (\$1,000.00) per year upon completion of five (5) years of service in grade. Effective beginning the date this Agreement is executed by the County Executive, employees in the classification of Corporal will receive the additional one-thousand dollars (\$1,000.00) per year upon completion of eighteen (18) years of credited service.

### **38.02 Wage Rates For Employees Represented by the POAM**

There will be no wage increases for the term of the October 1, 2008 through September 30, 2011 Agreement.

Newly-hired employees will start at ten percent (10%) below the Step 2 level of the wage rate grid and will not be eligible for a step increase until they both 1) successfully pass the probationary period and 2) become a certified police officer following successful completion and passage of a state certified police academy.

- B. In accord with Section 38.02(A), the following wage rates shall apply to regular full-time employees of record who are employed with the County of Wayne in the classifications of Police Officer and Corporal as of the date this Agreement is executed by the County Executive.<sup>12</sup>

<b>STEP</b>	<b>9-30-08</b>	<b>10-01-08</b>	<b>10-01-09</b>	<b>10-01-10</b>
<b>Police Officer [Entry]</b>	\$28,284	\$28,284	\$28,284	\$28,284
<b>2</b>	\$31,427	\$31,427	\$31,427	\$31,427
<b>3</b>	\$33,434	\$33,434	\$33,434	\$33,434
<b>4</b>	\$36,241	\$36,241	\$36,241	\$36,241
<b>5</b>	\$40,120	\$40,120	\$40,120	\$40,120
<b>6</b>	\$44,131	\$44,131	\$44,131	\$44,131
<b>7</b>	\$48,812	\$48,812	\$48,812	\$48,812
<b>8</b>	\$52,155	\$52,155	\$52,155	\$52,155
<b>Corporal</b>	\$53,896	\$53,896	\$53,896	\$53,896
<b>Red Circle Rate (former Detective)</b>	\$58,173	\$58,173	\$58,173	\$58,173

- C. An annual step increase will be provided to all employees below Step #8 on their anniversary date each year of the contract.
- D. Step increases will continue beyond the expiration of the Collective Bargaining Agreement (September 30, 2011) for those employees who are below the maximum wage step for their classification.

### 38.03 Work In A Higher Classification

Any employee required to work in a higher classification shall be paid at the higher rate of pay.

12. Effective December 12, 2007, the classification of Detective will be eliminated. All employees in the bargaining unit holding the classification of Detective will be placed in positions in the classification of Police Officer or Corporal and their base wage rates will be red-circled at the Detective wage rate that would have been in effect on December 12, 2007.

## **ARTICLE 39 – DIFFERENTIAL PAYMENT**

### **39.01 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 fifty cents (.50) per hour for all hours worked during the said regular shift, and for all additional hours worked in excess of the regular shift.

### **39.02 Weekend Differential**

- A. All employees required to work on Saturday shall be paid a weekend differential of thirty-five cents (.35) per hour.
- B. All employees required to work on Sunday shall be paid a weekend differential of forty cents (.40) per hour.

## **ARTICLE 40 – ERRORS IN WAGES, FRINGE BENEFITS AND LEAVE TIME**

### **40.01**

Overpayments which are the result of clerical or mechanical errors in calculating an employee's wages or fringe benefits may be deducted from an 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.

### **40.02**

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.

### **40.03**

Errors made in the computation or payment of any leave time within the preceding three (3) years may be recovered by adjustment of current leave balances, offsetting future leave earnings or at the option of the employee, money may be paid back.

## **ARTICLE 41 – RESIDENCY**

41.01

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

## **ARTICLE 42 – UNION BULLETIN BOARDS**

42.01

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 Union
- E. Recreational and Social Affairs of the Union
- F. Postings of Position Vacancies

42.02

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

## **ARTICLE 43 – DRUG POLICY**

43.01

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

## 43.02 **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 not performed his or her regular full-time law enforcement duties for over thirty (30) consecutive calendar days.

The County shall place an employee that has not performed regular full-time law enforcement duties in excess of thirty (30) consecutive calendar days into an Administrative Work Status with pay. The Administrative Work Status will be effective beginning the first workday following the date the employee submits, to the Personnel Office of the Department in which he or she is assigned, the appropriate medical clearance authorizing his or her return to work without restrictions in his or her appropriate Civil Service classification.

During the Administrative Work Status, the County shall pay the employee at his or her regular straight-time hourly rate of pay up to a maximum of five (5) workdays per workweek. However, the Administrative Work Status shall in no way be effective or construed as an official return to work. Also, during this period, the Department shall not require the employee to perform any duties or responsibilities traditionally defined or understood as being unique to a non-supervisory law enforcement classification.

Upon receipt of a successful drug screen result, the County shall officially return the employee to work in his or her appropriate Civil Service classification.

4. Random - random testing at the request of Division Commanders with the approval of the Sheriff for: DEU, Internal Affairs, Executive Staff and employees assigned to inter-agency task forces where members from the other agencies are subject to random testing.
5. Random testing of employees not included in (4) above. Random testing will begin after the parties have mutually agreed upon a random selection method and procedure.



6. 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.
  7. 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.

#### **43.03 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 the 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.

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 Tests

- 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. No action shall be taken based on the initial screening test but rather may only be taken after a confirmation test has been administered and a positive result obtained.
- 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:

	<u>Initial Test Level</u>	<u>Confirmatory Test Level</u>
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. The report of a positive test result shall be made available to the employee immediately after its receipt by the Department.
- 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;
  3. the cut-off level of the methodology employed; and
  4. any other pertinent information under the control of the Employer.

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.

#### **43.04 Consequences of Violating The County Drug Policies**

Disciplinary action will be initiated against any employee found to be in violation of this drug policy. In general, where use, possession, sale or distribution of certain drugs would be a basis for a felony or misdemeanor charge, the employee shall be discharged.

#### **43.05 Confidentiality**

All records pertaining to the initiation and administration of this program shall be kept strictly confidential by the Department of Personnel/Human Resources. Only those County employees who have a need to know, the Sheriff, the Undersheriff and the Disciplinary Commander 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.

#### **43.06 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.

#### **43.07 Hold Harmless Provision**

The Employer agrees to indemnify and save harmless the Union and its members, 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. This Agreement supersedes all other agreements regarding drug policies and testing.

### **ARTICLE 44 – GENERAL PROVISIONS**

#### **44.01 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.

#### **44.02 Savings Clause**

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.

#### **44.03 Sheriff's Designee**

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.

#### **44.04 Reserve Officers**

The Sheriff may utilize Reserve Officers at his discretion, so long as they are not utilized to replace employees occupying existing and approved budgeted positions. Reserve Officers wearing a uniform shall be required to have an insignia on their uniform that clearly identifies them as a Reserve Officer.

#### **44.05 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.

#### **44.06 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 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.

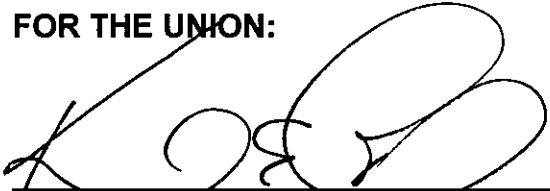
**ARTICLE 45 – DURATION OF AGREEMENT**

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

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.


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

**FOR THE UNION:**

  
\_\_\_\_\_  
Kenneth E. Grabowski, Business Agent  
Police Officers Association of Michigan

DATED: 7-9-09

**FOR THE COUNTY OF WAYNE:**

  
\_\_\_\_\_  
Robert A. Ficano  
County Executive

DATED: 8-11-09

  
\_\_\_\_\_  
Mark D. Dukes Director  
Labor Relations Division

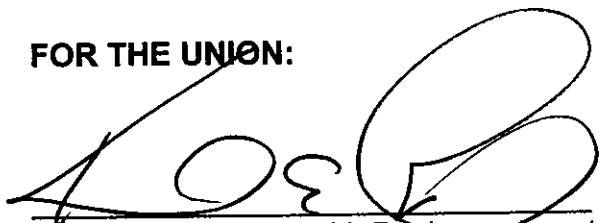
DATED: 07/13/09

**LETTER OF UNDERSTANDING #1**

**THE COUNTY OF WAYNE  
- AND -  
POLICE OFFICERS ASSOCIATION OF MICHIGAN**

1. It is understood between the parties that the format for determining experience credit on promotional examinations for the classification of Police Sergeant is to be continued.
2. The change in the application of credit is limited to the determination that the employees on workers' compensation will be considered at work for experience credit purposes for up to ninety (90) days in any calendar year.
3. In order to receive credit for experience while on workers' compensation in any subsequent year, an employee must return to work for at least thirty days before such additional credit can be given.
4. This provision is being added because of the unusual nature of the occupation of Police Officer and the likelihood of injury associated with normal job performance. It is believed by the parties that work related injury should not impact on the opportunity for promotion if all other factors are equal.

**FOR THE UNION:**



Kenneth E. Grabowski, Business Agent  
Police Officers Association of Michigan

**FOR THE COUNTY OF WAYNE:**



Mark D. Dukes Director  
Labor Relations Division

DATED: 7-9-09

DATED: 07/13/09



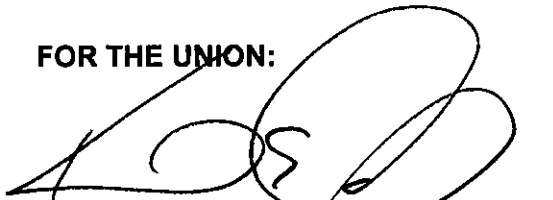
**LETTER OF UNDERSTANDING #2**

**THE COUNTY OF WAYNE  
- AND -  
POLICE OFFICERS ASSOCIATION OF MICHIGAN**

After carefully reviewing and thoroughly discussing the duties expected of Wayne County Sheriff's Department employees assigned to care for departmental dogs, and, in order to assure that said employees are fairly and properly compensated in accordance with applicable law and contractual entitlement, the parties enter into the following agreement:


1. Employees are entitled to compensation for the actual off-duty time spent in the care of Department dogs provided such work is authorized.
2. The parties agree that an average of forty (40) minutes per day is customarily spent on such duties. In lieu of pay for this time, it is agreed that the employee assigned to care for a dog(s) will be scheduled to work seven hours per day. The additional twenty (20) minutes of time off will serve as pay in lieu of the time required to care for the dog(s) on weekends.
3. The parties further agree that it is the prerogative of the Department to determine whether time spent in excess of the above is necessary and whether it shall be performed while the member is on duty or off duty.
4. No time in excess of the above daily limit shall be expended on canine care without the prior approval of an appropriate supervisor.
5. Nothing in this agreement replaces, changes or modifies any right of either party as established in the Collective Bargaining Agreement.
6. Any employee with more than one (1) Department dog shall receive an additional fifteen (15) minutes per day, per dog. This time is to be converted at a rate of time and one-half.
7. It is agreed that when an employee handling a dog(s) takes annual leave of two or more consecutive days, the Employer will pay for the cost of boarding the dog(s) during this period of time.

**FOR THE UNION:**

  
Kenneth E. Grabowski, Business Agent  
Police Officers Association of Michigan

DATED: 7-9-09

**FOR THE COUNTY OF WAYNE:**

  
Mark D. Dukes Director  
Labor Relations Division

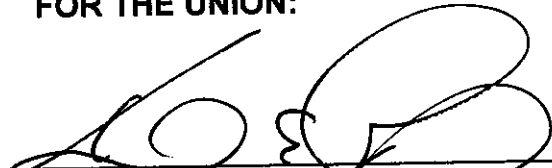
DATED: 07/13/09

**LETTER OF UNDERSTANDING #3**

**THE COUNTY OF WAYNE  
- AND -  
POLICE OFFICERS ASSOCIATION OF MICHIGAN**

1. It is hereby agreed that employees assigned to the Chief Executive's Office and the Sheriff's Executive staff shall continue to receive an adjustment equal to \$2,000.00 annually. This adjustment is to compensate those employees for the unique on-call and off-hour assignments required.
2. This special payment, to be paid fractionally over 26 pay periods, will be paid to that number of employees indicated in the 1990 budget for each office.
3. While it is not expected that overtime equivalent to \$2,000.00 will be exceeded, if time is actually worked beyond that amount, it will be paid or credited in accord with law.

**FOR THE UNION:**

  
Kenneth E. Grabowski, Business Agent  
Police Officers Association of Michigan

DATED: 2-9-09

**FOR THE COUNTY OF WAYNE:**

  
Mark D. Dukes Director  
Labor Relations Division

DATED: 07/13/09

**LETTER OF UNDERSTANDING #4**

**THE COUNTY OF WAYNE  
- AND -  
POLICE OFFICERS ASSOCIATION OF MICHIGAN**

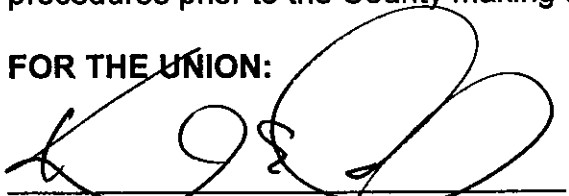
**RE: AGENCY FEE PROCEDURES**

The parties recognize that a union wishing to collect agency shop service fees must adopt constitutionally adequate procedures. In accordance with the requirements of Chicago Teachers Union v Hudson, 475 US 292 (1986), POAM must adopt and utilize procedures which provide nonmembers with: (1) an adequate explanation of the basis for the Union's service fee including disclosure of all major categories of expenses; (2) a reasonably prompt opportunity to object to the fee before an impartial decision maker; and (3) escrow the amounts reasonably in dispute while the challenges are pending and provide for advance reduction of fees for expense categories unrelated to negotiations or contract administration and clearly expended for ideological purposes.

To that end, prior to the enforcement of the required payroll deduction of agency shop service fees for any nonmember challenging the Union's service fee, POAM agrees to provide the County with a copy of the Union's current service fee collection procedures and to certify to the County in writing that POAM has complied with all requirements of those procedures in connection with the bargaining unit members whose fees are at issue, prior to the County making the required payroll deductions.

If the procedure is altered or amended POAM agrees to serve the County with a copy and to meet and confer with the County regarding any concerns raised. The Union will certify to the County in writing that POAM has complied with all requirements of the above referenced procedures prior to the County making the required payroll deductions.

**FOR THE UNION:**



Kenneth E. Grabowski, Business Agent  
Police Officers Association of Michigan

**FOR THE COUNTY OF WAYNE:**



Mark D. Dukes Director  
Labor Relations Division

DATED: 7-9-09

DATED: 07/13/09

# **MEMORANDUM OF AGREEMENT**

## **THE COUNTY OF WAYNE - And - POLICE OFFICERS ASSOCIATION OF MICHIGAN**

### **RE: 2008-2011 COLLECTIVE BARGAINING AGREEMENT – RETIREMENT INCENTIVE PROGRAM**

As it concerns eligible employees of record with the County of Wayne ("County") who are members of the Police Officers Association of Michigan ("POAM" or "Union") on the date the new 2008-2011 Collective Bargaining Agreement ("CBA") is executed by the County Executive, the County and the POAM mutually understand and agree to a one-time, limited incentive program to be contingent upon execution of the 2008-2011 Collective Bargaining Agreement by the County Executive.

Eligible employees/bargaining unit members may apply to retire under the following retirement incentive provisions of this Agreement; provided they submit their retirement application on a date occurring after the new 2008-2011 CBA is executed by the County Executive and retire on or before August 1, 2009:

1. For eligible employees of record in the POAM bargaining unit on the date the new 2008-2011 CBA is executed by the County Executive who are members of a Defined Benefit or Hybrid Retirement Plan (i.e., Plans 1, 2, 3, 5 or 6) with not less than twenty (20) years of credited service as of August 1, 2009, and that retire no later than August 1, 2009, defined benefit average final compensation shall be equal to the average of the three (3) 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.
2. Eligible employees of record in the POAM bargaining unit on the date the new 2008-2011 CBA is executed by the County Executive who are members of Defined Contribution Plan #4 with not less than eighteen (18) years of credited service as of August 1, 2009 will be eligible to apply for normal retirement, provided they retire no later than August 1, 2009.
3. Eligible employees/bargaining unit members retiring under the retirement incentive provisions will be allowed to retire with the same health care plan premium contribution liability as individuals who retired prior to January 1, 2008. However, plan coverage, eligibility and benefits will be in accordance with the language of the 2008-2011 CBA.

## **MEMORANDUM OF AGREEMENT:**

- County of Wayne and POAM**
- 2008-2011 Collective Bargaining Agreement – Retirement Incentive Program**
- Page 2 of 3**

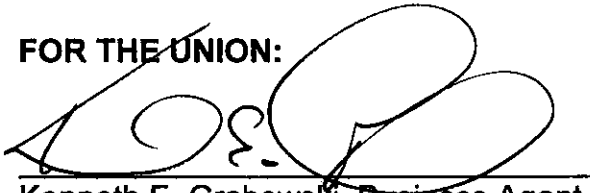
4. Employees who retire on or before August 1, 2009 may be required to continue employment in their classification for up to six (6) months (not to exceed 1000 hours) following their effective date of retirement based on the resulting staffing needs of the Sheriff in consultation with the Director of the Personnel/Human Resources. All employees continuing their employment under this section will receive compensation for all hours worked at a rate equivalent to the annual base wage rate received by police officers at the Step 3 wage rate level (i.e., \$36,241).
5. On a one-time, non-precedent setting basis, employees that successfully complete the required service of up to six (6) months (1000 or less hours) in good standing, as determined by the Sheriff, will be issued a retirement ID card, provided they have completed a minimum of sixteen (16) years of service with the Wayne County Sheriff's Office.
6. Employees required to continue employment shall be "at-will" employees and shall in no way, at any time, gain regular status or attain any rights or privileges enjoyed by regular status employees represented by the POAM bargaining unit. Additionally, these "at-will" employees will continue to be subject to all the rules and regulations of the Sheriff's Office, but shall not have access to any benefits or rights under the CBA, including but not limited to, the grievance arbitration procedure contained in either Article 8 or Article 9 of the CBA.
7. At such time as a decision is made to release employees from the program, the first right of refusal will be offered to the those employees with the highest seniority, and the offer will continue to be made in accordance with descending seniority until the appropriate number of employees have vacated their positions. In the event that not enough employees have vacated their positions, the appropriate number of employees will be removed based on lowest seniority. Exceptions to the seniority removal procedure will be made for employees in the following specialized assignments: Bond, Registry, Classification, and Tether. Employees in these assignments may be retained without regard to seniority pending adequate training of respective replacements. However, in no event will such retention exceed the six (6) month period. Seniority for the purposes of this provision will be defined as bargaining unit seniority attained prior to the employee's retirement from the County and will not result in these employees obtaining any contractual rights or benefits whatsoever, or otherwise change their status as "at-will."

**MEMORANDUM OF AGREEMENT:**

- County of Wayne and POAM
- 2008-2011 Collective Bargaining Agreement – Retirement Incentive Program
- Page 3 of 3

8. No terms or conditions of the applicable Collective Bargaining Agreement between the County and the POAM, the Wayne County Retirement Ordinance nor any existing practices or procedures will be amended, modified, altered or changed by the execution of this Agreement.
9. Based on the parties' mutual agreement, the Union agrees to hold harmless and not initiate a grievance, *unfair labor practice* charge, civil action or any other type of litigation against the County regarding any issues in any way related to the subject matter of this Memorandum of Agreement.
10. This Agreement will not serve as precedent in any other matter and is without any evidentiary value, except as may arise from the application or enforcement of this Agreement. The POAM agrees not to use or cite this Agreement in any other proceeding of any kind.

**FOR THE UNION:**



Kenneth E. Grabowski, Business Agent  
Police Officers Association of Michigan

Date: 7-8-09

**FOR THE COUNTY:**



Mark D. Dukes, Director  
Labor Relations Division

Date: 07/13/09