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### BLS Contract Collection

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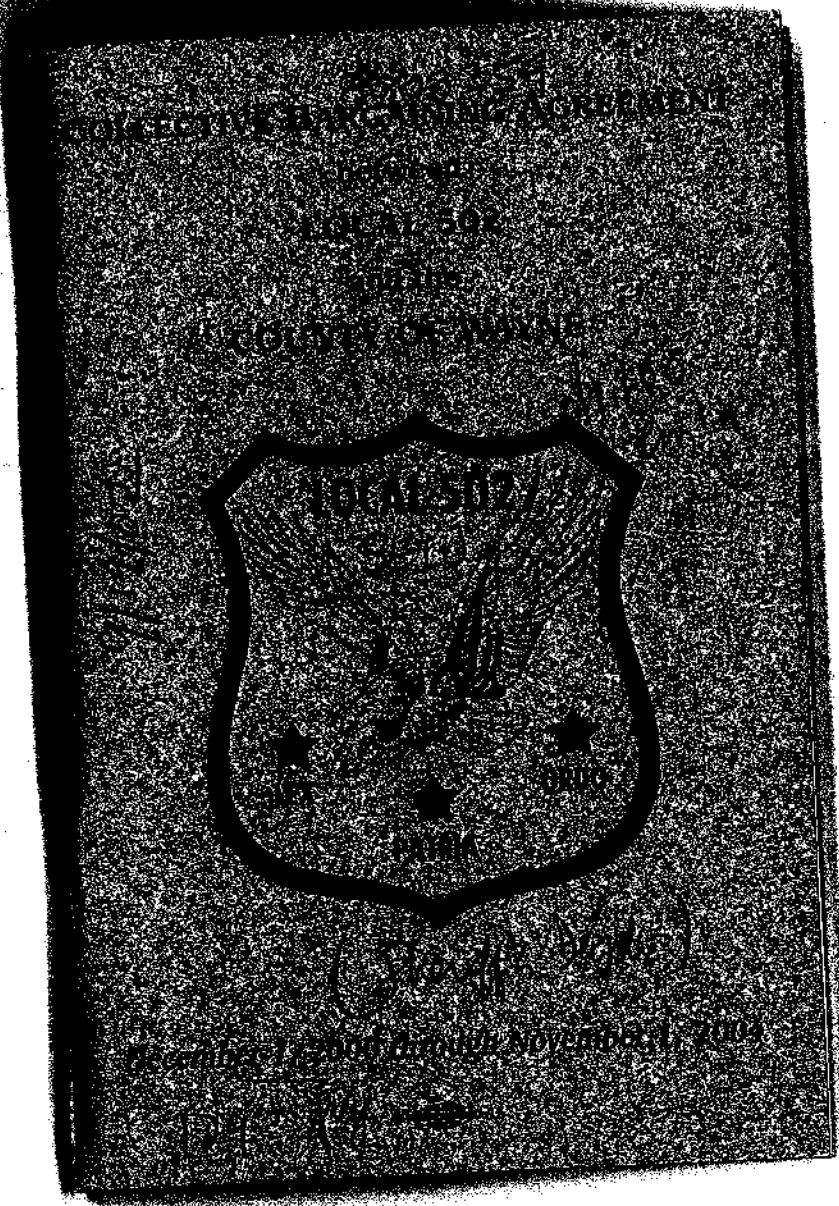
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**AGREEMENT**

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 Local 502, SEIU, AFL-CIO (hereinafter referred to as 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, it's 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 agree that the provisions contained herein shall be subject to the grievance procedure as set forth in Article 8 (Settlement of Disputes) and Article 9 (Disciplinary Procedure) of this Collective Bargaining Agreement.

## **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 the following employees of Wayne County: All employees performing non-supervisory law enforcement work, including, but not limited to, Police Officer, Corporal, and Detective.

1.02

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.

## **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 and Airport Director 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 and Airport Director shall have the right to amend the departmental manual at their election with appropriate modifications or deletions. Actions implementing the manual shall be equitably and uniformly applied.

2.03

There shall be no illegal discrimination of any member, but in cases where such is charged, the Union shall carry the burden of proof on the matter. In such cases only, it is agreed that the fee of any arbitrator shall be wholly borne by the losing party.

## **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 Local Union, with a listing of employees for

whom said deductions were made, within fifteen (15) days after the date of deduction.

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 Union, with a listing of employees for whom said deductions were made, within fifteen (15) days after date of deduction.

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. Eight (8) Chief Stewards shall be selected by the Union in the following six (6) Divisions:

1. Jail Division I - 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 per Court]
  - Probate and Circuit Court (City-County Building,  
Out-County Probate Court, Penobscot Building) (2 Alternates)
  - Juvenile Court, Juvenile Detention Facility,  
D.S.S. Burton Center (2 Alternates)

- Recorder's Court (2 Alternates)
- 5. Airport Division (2 Alternates)
- 6. Field Services Division (2 Alternates)

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 shall be released within two (2) hours of such notification. Their supervisor shall be advised as to the expected length of absence and the Stewards shall 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 and/or Alternate Steward may represent the member at all steps of the grievance procedure in accordance with Article 8. The Divisional Chief Steward and/or Alternate Steward may represent the member upon service of Conduct Incident Reports, Oral and Written Reprimands, and Charges under the department manual for members within his/her Division.

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.

- C. Any member of the Local Union who is selected as a Steward to represent his or her Division as provided by this Agreement shall not be transferred to another Division except by mutual agreement between the Union and the Sheriff or Airport Director.
- 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 shall be released from his or her regular work assignments without loss of time, pay or other benefits upon prior notice to his or her supervisor when requested to perform the following:
  1. Processing members' grievances, and differences concerning the intent and application of the provisions of the Agreement.
  2. Represent members at hearings or proceedings affecting rights or benefits provided by this Agreement.
  3. Attend meetings of the County Board of Commissioners and Committees, only when the agenda includes matters pertinent to the proper administration of the Local Union.
  4. Confer with Local Stewards when necessary.
- B. Whenever the Local Union President is required to perform administrative duties limited to internal Union business or functions, he or she may be granted time off without compensation, but without loss of such benefits to which he or she would otherwise be entitled.
- C. In the event the Local Union 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 as President, he or she shall, if desired, be returned to his or her previous job assignment.

- D. In the event of the extended absence or vacancies occurring during the term of the Local Union President, the provisions of this Article shall apply to the First Vice President.
- E. The consent of the Sheriff, Airport Director, or their designated representatives for release from duty assignment of the Local Union President or Vice President as provided by this Article shall not be unreasonably withheld. Any alleged abuse of the provisions for Union representation as herein defined may be invoked by either party, and shall thereupon be considered a proper subject for a special conference as provided by this Agreement.
- F. In the event the Union is required to represent members of the Bargaining Unit at one (1) or more proceedings occurring at the same time on a subject as defined in Section 7.05 (A) of this Article, a designated Local Union Vice President shall be granted time off to represent the Union without loss of compensation, upon reasonable notice to and prior approval of the Sheriff, Airport Director, or their designated representatives.
- G. 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.
- H. 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).
- I. 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. Release shall be governed by the same provisions found in Section 7.04 (A) of this Article.

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

#### 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 or Airport Director 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, the Airport Director, 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 or Airport Director to discuss the grievance. If unresolved at this meeting, the Sheriff or Airport Director 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 will, to the degree possible, 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 may substitute a non-discipline grievance.
  3. In addition, where the grievance does not involve discipline, the parties shall mutually select the name of an arbitrator to hear the case. The selection of the arbitrator is not limited to the panel of permanent arbitrators.
  4. Upon written notice to the other party an arbitrator may be removed from the panel. The parties will then select a replacement.
  5. 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 and shift premium pay that the employee otherwise would have earned, less any compensation received for employment or unemployment compensation obtained subsequent to removal from the payroll of the Employer. 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.

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, the Airport Director or their designees shall administer all discipline.  
Oral and written reprimands may be administered at the divisional level for violations of departmental rules and regulations.

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 or Airport Director 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.

#### 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 De Novo 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, Airport Director or their respective designees 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, the Airport Director or their 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. If it is determined by the department that the employee is to be discharged as a result of the Administrative Review and Determination Hearing, said 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, said 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

The Arbitrator shall conduct a hearing and the burden of proof shall be upon the department to prove the charges brought against the employee.

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

In all disciplinary proceedings, the department shall carry the burden of proof in order to substantiate the charges and 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.

9.22

The accused employee, through the Union, shall be allowed to call any and all witnesses in defense of an employee, shall have access to all relevant documents in the possession of the Employer, and the right to compel all relevant persons employed by the Employer to give testimony in defense of the accused employee.

9.23

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.

9.24

The parties shall be allowed to submit post-hearing briefs.

9.25

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, the Airport Director 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 or with the Airport Director (or designee), and the President and Vice President of the Union. If this is impossible, then the Sheriff and/or Undersheriff or the Airport Director (or designee)

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 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 or Airport Director.
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 or Detectives either demoted or laid off shall have their names placed on the recall list for their respective classification and shall be guaranteed the first promotion to the respective classification, 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 lay-off 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 March 1st through March 15th, to be effective with the first 28 day schedule after April 1st annually, and on September 1st through September 15th, to be effective the first 28 day schedule after October 1st annually.
- C. For those employees assigned as Detectives and 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. Requests for transfer shall be valid for a period of twelve (12) months. Applications for transfer shall be made available by the Union during the first two (2) weeks of March each year and shall be submitted by the employee before March 15th each year, to take effect with the first shift change in April of each year. 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. Transfers between the Airport Police and the Sheriff Department to full-time permanent positions, shall be for 12 months minimum unless the employee is promoted.
- 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 or Airport

- Director 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 and Airport Director 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 or Airport Director 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 or Airport Director, in writing, requesting the reasons for the denial within ten (10) calendar days of the Sheriff's or Airport Director's refusal. The Sheriff or Airport Director 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 the employee's former job assignment, provided that, if returned

by the Sheriff or Airport Director, written reasons for such action shall be given the employee and the Union at the time of return.

- H. If, during the thirty (30) day period, the employee elects to be returned or the Sheriff or Airport Director 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 or Airport Director. 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.
- I. All probationary employees shall be assigned to a Jail Division. No probationary employee shall be eligible for transfer outside of the Jail Divisions bid positions until one (1) year from the date of hire.
- J. Any employee on approved leave for longer than twenty-four (24) months shall, upon return from the leave, be assigned to the Sheriff's Department or to the Wayne County Airport Police.
- K. 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.

#### 14.03 Job Assignments

- A. All job assignments listed below are open to bid unless otherwise indicated by a (D) (Discretionary) 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
- 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
- 3. Kitchen/Dock Utility
- 4. Infirmary Segregation
- 5. Segregation/Infirmary/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. Transfer Units
- 3. Inmate Property/Bonds (D)
- 4. Desk/Lobby Unit
- 5. Medical Transfer

**JAIL DIVISION 2**

- 1. Front Desk Unit
- 2. Security Support (formerly Backgate/Transfer Unit)

**JAIL DIVISION 3**

- 1. Transportation
- 2. Front Desk

**ROAD PATROL DIVISION**

- 1. Park Patrol<sup>1</sup>
- 2. O.U.I.L. Squad
- 3. Parks Detective Bureau (D)<sup>2</sup>
- 4. Identification Bureau (QB)
- 5. Secondary Roads Unit<sup>3</sup>
- 6. Marine Enforcement (QB)
- 7. Alternative Work Force (D)<sup>4</sup>
- 8. Mounted Unit (QB)
- 9. Polygraph Operator (QB)
- 10. 3100 Henry Ruff Lockup (D)<sup>5</sup>

**COURT SERVICES DIVISION**

Circuit Court

- 1. Court Room Security<sup>6</sup>
- 2. Grand Jury (D)
- 3. Circuit Court Floaters
- 4. Friend of the Court Security<sup>7</sup>
- 5. Friend of the Court Enforcement<sup>8</sup>
- 6. Civil Process (D)
- 7. Felony Warrant Detective Unit<sup>9</sup>

<sup>1</sup> 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.

<sup>2</sup> Effective September 13, 1995.

<sup>3</sup> 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.

<sup>4</sup> Through the Sheriff under the control and at the discretion of the Director of the Operation.

<sup>5</sup> Lockup staff may be supplemented with employees from jail Division 3.

<sup>6</sup> The Sheriff shall have one (1) discretionary appointment per court room in both the Criminal and Civil Divisions of the 3rd Circuit Court.

**Probate Court**

- 1. Court Room Security

**Juvenile Section**

- 1. Juvenile Detention Facility Security
- 2. D.S.S Burton Center Security<sup>10</sup>

**EXECUTIVE DIVISION**

- 1. Internal Affairs (I.A.) (D)
- 2. Executive Staff Officers (D)
- 3. CEO Office (D)
- 4. Police Property (D)
- 5. Drug Enforcement Unit (DEU) (D)
- 6. Range Officer (QB)
- 7. Communications<sup>11</sup>
- 8. Special Response Unit (D)

**WAYNE COUNTY AIRPORT POLICE**

- 1. Airport Security<sup>12</sup>
- 2. Airport Special Services (D)
- 3. Airport Detective Bureau
- 4. Communications<sup>13</sup>
- 5. Bomb Unit (QB)
- 6. Canine Unit (QB)
- 7. Airport Drug Enforcement Unit (DEU) (D)
- 8. Airport Identification Bureau (QB)

<sup>7</sup> Officers shall be allowed to bid into this Unit by seniority but may be removed from the Unit at the discretion of the Sheriff.

<sup>8</sup> 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. The assignment of detectives to the Friend of the Court Enforcement Unit shall be at the discretion of the Sheriff.

<sup>9</sup> Effective September 13, 1995, two (2) Detective positions in the Felony Warrant Unit shall be filled by the most senior incumbent Detectives in the Unit, and the positions shall remain non-discretionary until the incumbents vacate those positions. The remaining Detective positions in the Felony Warrant Unit shall become discretionary effective September 13, 1995.

<sup>10</sup> Officers assigned to the D.S.S. Burton Center shall be allowed to bid into the Unit by seniority but may be removed from the Unit at the discretion of the Sheriff.

<sup>11</sup> Non-Certified Officers may be assigned to this unit.

<sup>12</sup> Vacant positions shall be filled by seniority bid and by discretionary appointment by the Airport Director. Accordingly, three (3) out of every five (5) vacant positions in this unit shall be filled by the seniority bid process. Officers may be removed from this unit at the discretion of the Airport Director.

<sup>13</sup> Non-Certified Officers may be assigned to this unit.

**9. Dive Team (QB)**

- 10. Range Officer (QB)
- 11. Internal Affairs (I.A.) (D)
- 12. Special Response Unit (D)

- 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 or Airport Director 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 or Airport Director.
- 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.

**14.05 New Units**

In the event the Sheriff or Airport Director creates a new uniform unit, the job assignments within said unit shall be filled alternately by

discretionary appointment by the Sheriff or Airport Director and by seniority bid. Officers may be removed from all new uniform units at the discretion of the Sheriff or Airport Director.

#### **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 or Airport Director 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 or Airport Director 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 or Airport Director 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 or Airport Director, 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 and Detective shall be job related. However, all promotions are contingent upon the employee successfully passing a pre-promotional drug test.

#### **15.02**

The qualifications for eligibility to take promotional examination to the following positions shall be:

- A. **DETECTIVE.** Minimum of four (4) years of bargaining unit seniority and have obtained state certification prior to the examination.
- B. **POLICE SERGEANT.** Minimum of four (4) years of bargaining unit seniority and have obtained state certification prior to the examination.

Employees denied permission to compete in an examination may make written appeal within twenty (20) 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 position of Police Sergeant and Detective shall be from an eligible list which shall be determined by:

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

\* 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.

**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 calendar years 2001 and 2003. In calendar year 2001, the examination for Sergeant will be given in May 2001, with the new list effective June 1, 2001. The examination for Detective will be given in September 2001, with the new list effective October 1, 2001. In calendar year 2003, the examination for Sergeant will be given in May 2003, with the new list

effective June 1, 2003. The examination for Detective will be given in July 2003, with the new list effective August 1, 2003. The promotional lists from calendar year 2003 shall be in effect for twenty-four (24) months.

- C. Except as otherwise provided for in this Article, all positions of Detective and Police Sergeant shall be filled by 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. However, a member's name shall be suspended from the promotional eligibility list for a period of ninety (90) days each time he or she waives certification.
- H. Except as otherwise provided for in this Article, the Sheriff or Airport Director 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 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 fifteen (15) 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 fifteen (15) years of continuous service.

**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. It 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. No work week shall consist of less than forty (40) straight time 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 actually works the regular forty (40) hours of straight time in the workweek. If not, hours worked on the sixth day will be compensated at straight time until the 40-hour requirement is met. For purposes of this paragraph, paid time off shall not constitute hours worked. Effective October 1, 2001, the use of either personal business leave as provided under Article 22 or bereavement leave as provided under Article 23 will constitute hours worked.

17.02

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

- A. For all hours of work performed on the seventh (7th) day of the employee's workweek provided the employee worked the preceding leave day in addition to actually working the regular forty (40) hours of straight time in the workweek. If not, hours worked on the seventh day will be compensated at straight time until the 40-hour requirement is met. Thereafter, time worked during the following eight (8) hours will be compensated at time and one-half (150%). For purposes of this paragraph, paid time off shall not constitute hours worked. Effective October 1, 2001, the use of either personal business leave as provided under Article 22 or bereavement leave as provided under Article 23 will constitute 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).

1. The Divisional Chief Steward will then transcribe the names from this overtime request sheet onto the overtime roster. The names will be separated into shift(s) and specialty job assignments and then placed in seniority order. Only from this roster will all voluntary overtime assignments be offered.
2. The Divisional Chief Steward will then prepare an ordered overtime roster for each shift and specialty job assignment. All officers within the division will have their names placed on the roster in the order overtime assignments will originate on an inverse seniority rotational basis. Ordered overtime shall occur only when the Employer is unable to fill the overtime assignment on a voluntary basis.

- B. Prior to the start of each new 28-day schedule, the Divisional Chief Steward will supply the Division Commander, or a designated representative, with the overtime roster for each shift and specialty job assignment.
- C. For the purpose of proper overtime management, there shall be assignments that will be considered as separate and shall work overtime assignments exclusively within themselves. When specialty services are not required they shall be assigned in the normal rotation of their respective Divisional or assignment roster. These specialty assignments are so indicated by an asterisk (\*). A double asterisk (\*\*) indicates a position which requires one (1) experienced officer assigned.

#### **WAYNE COUNTY AIRPORT POLICE**

Airport Security	*Airport Special Services
*Airport Detective Unit	*Bomb Unit
*Canine Unit	*Airport Drug Enforcement Unit
*Communications	*Internal Affairs

#### **JAIL DIVISION 1**

Security Service	**Master Control
*Inmate Property/Bonds	

#### **JAIL DIVISION 2**

Security Service

#### **JAIL DIVISION 3**

**Master Control	Security Service
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#### **COURT SERVICES DIVISION**

Court Transfer Crew	*Civil Process
*Friend of the Court Enforcement	*Felony Warrant Detective Unit
*Friend of the Court Security	Circuit Court Security
*Probate Court Security	Juvenile Court Security
*Grand Jury	Recorder's Court Security
Juvenile Detention Facility Security	
D.S.S. Burton Center Security	

#### **FIELD SERVICES DIVISION**

*Secondary Roads Unit	*Communications
*O.U.I.L. Squad	*Marine Enforcement
*Parks Detective Bureau	Park Patrol
*Identification Bureau	*Mounted Unit
*Alternative Work Force	

#### **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 (6th) workday, the employee will receive the preceding day off. If the employee's birthday falls on the employee's seventh (7th) workday, the employee shall receive the following day off. If management determines that an employee cannot take his or her birthday off, the employee shall be granted equivalent time off prior to his or her next birthday on a date mutually agreeable to the employee and management.

### 19.02

A. 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. 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 or Airport Director 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**

A. 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 calendar month in which annual leave is earned shall contain at least one-hundred and forty-four (144) hours of straight time paid service.

1 through 5 years of service	8 hours per month
6 through 10 years of service	10 hours per month
11 through 15 years of service	12 hours per month
16 through 20 years of service	14 hours per month
21 years of service and over	16 hours per 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. Annual leave in accordance with Section 20.04 (A) of this Article shall be taken upon a five (5) day work week basis. Holidays falling within the period of an annual leave shall not be counted as work days or leave days.
- C. Annual leave of less than five (5) 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.

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

Employees who have been granted and are on annual leave shall not be recalled.

**20.03**

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

Annual leave shall be considered denied only when annual leave which has been approved under Section 20.04 (A) of this Article is cancelled.

- B. On November 1st of each year, the payroll section for the Sheriff's Department and Department of Airports 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.

**20.04**

- A. Annual leave schedules shall be posted by the Sheriff and Airport Director in accordance with the operational requirements of the

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

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

- B. Annual leave preference shall be determined (insofar as possible) on the basis of departmental seniority.
- C. Annual leave shall not exceed ten (10) consecutive regular work days during June, July, and August, in any one (1) instance unless otherwise approved by the Sheriff, the Airport Director, or the Divisional Commander. Employees with sixteen (16) or more years of seniority may use up to fifteen (15) consecutive days annual leave during June, July, and August according to Section 20.03 (A) above.

#### 20.05

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.

#### 20.06

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 sick leave with full pay of one 8-hour work day (computed at straight time)

for each completed month of service. However, no sick leave credit shall be granted in any calendar month in which the employee has had less than one hundred forty-four (144) hours of straight time paid service.

- 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 10, 11 or 12 days shall be paid at the rate of 100%.
- 2. Annual sick leave accumulation in excess of forty (40) days by 7, 8 or 9 days shall be paid at the rate of 75%.
- 3. Annual sick leave accumulation in excess of forty (40) days by 6 or less 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 or the employee, at the option of the Sheriff or Airport Director, 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, the Airport Director, 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, the Airport Director, or their 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, the Airport Director or their 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 Detroit Metropolitan AFL-CIO Union conventions shall be allowed time off without loss of pay to attend such conventions in accordance with the requirements of the Union constitution and convention, not to exceed 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 Detroit Metropolitan AFL-CIO Union conferences, shall be allowed time without loss of pay to attend such conferences not to exceed five (5) days in any fiscal year upon written request by the Union and with the prior approval of the Sheriff or Airport Director or their 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 or Airport Director, 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, Airport Director 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 or Airport Director 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.
- 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 or the Airport Director, contributes to the betterment of the service.
- F. Attendance at professional conferences, meetings, or institutes as delegated by the Sheriff or the Airport Director 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 or the Airport Director.

27.02

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

27.03

The Sheriff or the Airport Director 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 or upon the recommendation of the Airport Director 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 October 1, 1995, employees shall be reimbursed at the following rates which shall be adjusted as of January 1st of each year, in accordance with the composite cost for driving 15,000 miles, which is

published annually by the American Automobile Association (AAA), in the publication, "Your Driving Costs."

First 300 miles ..... 6 cents below the (AAA) published rate.  
Next 300 miles ..... 8 cents below the (AAA) published rate.  
Over 600 miles ..... 10 cents 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 or Airport Director.

### **30.02**

A. The following uniform items, unless eliminated or replaced by the Airport Director or 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. 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 Beeper
- 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 or Airport Director 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 or Airport Director to be required in the performance of the job function unless the lack of equipment would be life-threatening.

The Sheriff and Airport Director 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 or Airport Director, 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 or Airport Director. 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 and Airport Director will develop guidelines for determining eligibility and the amount of reimbursement.

30.07

- A. An annual uniform allowance in the amount of six hundred dollars (\$600.00) 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 and Airport Director. Effective March 1, 2002, the annual uniform allowance for Academy trained Police Officers will be seven hundred dollars (\$700.00).
- B. 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 four hundred dollars (\$400.00) 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 and Airport Director.
- 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 three hundred fifty (\$350.00) 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 two hundred fifty dollars (\$250.00) 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. Effective March 1, 2002, the uniform voucher for Academy trained Police Officers will be three hundred fifty dollars (\$350.00).

**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 three hundred fifty dollars (\$350.00) 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 or Airport Director. Effective October 1, 2001, the cash uniform allowance for Academy trained Police Officers will be four hundred fifty dollars (\$450.00).

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

**30.11**

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

four hundred dollars (\$400.00) on or before May 1st annually. Employees who qualify as Expert shall be paid four hundred fifty dollars (\$450.00), and employees who qualify as Master shall be paid five hundred dollars (\$500.00).

- 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.

## **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 ("the Plan") effective December 1, 1990 is hereby incorporated by reference. This benefit summary is not intended to replace or supersede the Collective Bargaining Agreement and/or past practices thereunder.

**31.02 MEDICAL INSURANCE**

A. The Employer, shall pay the full premium for medical insurance for full time permanent employees in the bargaining unit and their legal dependents. The coverage provided shall be:

1. Blue Cross - Blue Shield (MVF-II, Ward Service), with prescription drug rider \$5.00 deductible and including various other riders as listed in "the Plan" together with the Equitable Major Medical Insurance Plan or an equivalent program with the following benefits:

Lifetime Maximum Benefit	\$1,000,000.00
Deductible/Calendar Year/Person	\$ 50.00
Family Deductible/Calendar Year	\$ 100.00
Co-Insurance 90%-10% for covered services	

Effective September 1, 2001, the prescription rider for all plans shall provide for a \$10.00 deductible. Employees enrolled in

Blue Cross - Blue Shield plans will also be covered for prescriptions under the Preferred RX Program.

2. Instead of the coverage outlined in paragraph 1, eligible employees may select a Preferred Provider Organization (PPO) or Health Maintenance Organization (HMO). Effective September 1, 2001, the County will offer one (1) HMO during the term of the Collective Bargaining Agreement to be selected each year after consultation with the Union.

#### B. Health Care Options Plan

All eligible employees may also choose among the following health care options at the indicated benefit level, instead of the coverage provided by Section 31.02 (A) above.

##### **OPTION 1:**

Blue Cross-Blue Shield, CMM Comprehensive Plan; \$250.00 individual deductible and \$500.00 family deductible will apply to all services; 80%-20% co-insurance on all services; \$1,000.00 out of pocket maximum after the deductible; \$10.00 RX co-pay; \$350.00 cash rebate.

##### **OPTION 2:**

Blue Cross-Blue Shield, CMM Comprehensive Plan; \$500.00 individual deductible and \$1,000.00 family deductible will apply to all services; 80%-20% co-insurance on all services; \$1,000.00 out of pocket maximum after the deductible; \$10.00 RX co-pay; \$650.00 cash rebate.

##### **OPTION 3:**

Opting-Out Program as described in Section 31.02 (C), must provide proof of insurance elsewhere; \$950.00 cash rebate.

#### C. Opting-Out Program

1. Upon the hire, rehire or transfer into an eligible job classification, annual open enrollment, or initial coverage by other health insurance, an employee may elect to opt-out of health insurance plans offered by the Employer.
2. Only employees who are covered by other health insurance may opt-out. "Other health insurance" means another employer's

sponsored plan of group health insurance which provides primary coverage to the employee as a spouse of an active employee, as a retiree or as an active employee of another employer.

3. An employee who wishes to opt-out shall certify to the Employer in writing that he or she is covered by other health insurance, the name of the group health plan, the other employer, in what capacity he or she is covered, and the name of the insurer or payor of the other plan. The Employer's coverage shall terminate as of the end of the month following receipt of the notice.
4. Once elected in writing by the employee, the opt-out is irrevocable until the next open enrollment, unless the other health coverage is lost. If an employee re-elects Employer coverage due to loss of other coverage as allowed in (E) below, he or she will be automatically placed in the medical plan of the County's choice or the Health Care Option Plan of the employee's choice, available on the effective date of this collective bargaining agreement, until open enrollment, unless otherwise agreed by the parties.
5. An employee who loses the other health insurance must notify the Employer in writing of the reason why coverage was lost. Following re-enrollment, coverage provided by the Employer shall be effective on the first day of the month following notice.
6. Notice is considered received by the Employer upon receipt of the appropriate written notice on a form authorized for this purpose in the Employer's Risk Management Division or Department Personnel office.
- D. Eligible employees can remain in the plan they are now in or move to or from their HMO, PPO or Blue Cross-Blue Shield, MVF II or Option Plan during the enrollment period. Each year a new selection can be made. Cash rebates will be paid bi-weekly (1/26th of the rebate amount) beginning with the first payroll period after receipt of the notice of option selection.
- E. In the event of the death of an employee resulting from the performance of his or her duties, the Employer shall pay the full premium cost of such hospital-medical or dental benefits for the employee's surviving legal dependents as provided by the existing policies. Eligible dependents shall be defined as unmarried children (up to

age 19) of the employee, by birth or legal adoption, or the spouse of the employee until date of remarriage.

**F. Dependent Coverage**

1. Dependent children will be covered under the plan of participation until the end of year in which they have reached age 19. Coverage may be continued until the end of the year in which they reach age 25 if the employee certifies the following annually for dependent children:

- a. Full-time active enrollment in college or university by letter from the registrar's office of the school of attendance.
- b. Dependency status, by notarized affidavit.

Effective December 1, 1995, employees who fail to file an affidavit indicating full-time student status of dependent children age 19 to 25 by the deadline, will not have to wait until the next open enrollment period. The documentation may be submitted at any time, with coverage beginning the first of the month following its receipt by Risk Management. The County will not be responsible for any medical costs incurred during the period of non-coverage.

2. Dependent children between the ages of 19 and 24, who are still the employee's legal dependents but are not full-time students, may continue coverage on the employee's contract with a partial contribution from the employee. The cost for this continued coverage must be paid by payroll deduction. The cost will be \$30.00. Risk Management shall request proof of dependency by notarized affidavit.

3. Handicapped dependent children over the age of 19 will be carried, at no expense to the employee, so long as he or she meets the terms and conditions of Public Act 275 of 1966 and any other applicable statute, and as long as the employee remains eligible for health care coverage. Risk Management Division shall request the following:

Completed form #0407-7, Blue Cross-Blue Shield of Michigan or like form from other health provider. This form is called

"Disabled Dependent Application." These forms will be supplied to the employee by the Risk Management Division upon request of the employee. It is the employee's responsibility to enroll disabled dependents in the year they turn 19.

4. Dependent children over the age of 25 may be covered under the plan of participation as a "Sponsored Dependent" if they:
  - a. reside in the same household as the employee or are related by blood or marriage, and;
  - b. are currently dependent on the employee for at least 50% of their support, and;
  - c. are claimed as a dependent on the employee's most recent federal income tax return.

Employees covering children under this provision will be responsible for 100% of the monthly cost for this continued coverage. The cost for this coverage will be determined on a sound actuarial basis, consistently applied, on a per covered "Sponsored Dependent" approach. Dependents described in this sub-section 4 may not be covered for master medical, optical and dental benefits.

5. Failure to respond to a Request for Verification of a Dependent's Status will result in loss of coverage for that dependent.
- G. All new employees will be enrolled in the medical benefit plan of the Employer's choice, available on the effective date of the Collective Bargaining Agreement, until the first open enrollment period following one year of service or the new employee can choose one of the option plans provided in Section 31.02(B). Health insurance coverage for new employees will begin the first day of the fourth month following the date of hire.
- H. Open enrollment for eligible employees will be available once each calendar year.
- I. The employer will coordinate benefits with insurance carriers of spouses or dependents of Wayne County active employees and retirees. All active Wayne County employees and retirees are required to provide Risk Management with current information as to

changes in marital, employment and insurance status.

- J. The Employer will provide only one health care benefit option per family. This is applicable even though both spouses work for Wayne County and/or are covered as a result of the retirement program.
- K. It is expressly understood between the parties that there shall be no substantive changes in the health insurance coverage unless otherwise negotiated. It is further understood that should the carrier or third party administrative service organization selected to insure or process administrative claims, unilaterally change the policy provisions, then the Employer shall be responsible for maintaining the coverage as negotiated and agreed upon.
- L. In the event the Health Security Act (or other 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 OPTICAL PROGRAM**

- A. The Employer shall continue to provide the self-insured optical reimbursement program with a one hundred twenty-five dollar (\$125.00) maximum benefit level to active employees and their qualified dependents. The one hundred twenty-five dollar (\$125.00) benefit level will be restored every two (2) years on December 1 of each odd numbered year. This section shall not apply to employees participating in approved HMO Plans having optical benefits.
- B. Under the Plan, the following steps are required:
  1. Contact the Department's Personnel Division to obtain a Certificate of Reimbursement.
  2. After the services are provided, present the Certificate to the specialist to fill out the cost for the services performed.
  3. Obtain a receipt listing the charge for the services performed and payment made.
  4. Return the completed Certificate with the paid receipt to the Risk Management Division or Department Personnel Division.

#### **31.04 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.
- 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 31.04 (B) and (C) will not be doubled.

#### **31.05 DENTAL INSURANCE**

- A. The Employer shall provide a dental plan for each active employee in the bargaining unit and qualified dependents with a yearly combined maximum of \$1,000.00 per person, per benefit year for all dental services in Classes I and II. Employees who are hired on or after December 1, 1995, when eligible for dental coverage, will be placed in the plan of the County's choice for at least one year and until the next open enrollment period. All other employees shall be covered by the dental plan with levels as described below, or by the Dental Maintenance Organization plan as described in Section 31.05 (B).

### **1. CLASS I BENEFITS:**

100% on diagnostic services, preventive services, restorative services, or oral surgery services. See service definitions below:

#### Diagnostic Services:

Services usually employed by dentists in evaluating existing conditions and the dental care required. Such services may include: consultations, diagnosis and diagnostic aids.

#### Preventive Services:

Dental procedures or techniques usually employed by dentists to prevent the occurrence of dental abnormalities or disease. Such services may include: prophylaxis and topical application of fluoride solution.

#### Restorative Devices:

Services usually employed by dentists to rebuild, repair or reform the tissues of the teeth. Minor services usually include amalgam, synthetic porcelain, plastic restorations and relines and repairs to prosthetic appliances. Major restorations shall include crowns, jackets and gold-related services when the teeth cannot be restored with another filling material. All major and minor restorations are not limited to those listed above.

#### Oral Surgery Services:

Extractions and other oral surgery procedures usually employed by a dentist.

### **2. CLASS II BENEFITS:**

Provides for prosthodontic services, endodontic and periodontic services 85% paid. See service definitions below:

#### Endodontic Services:

Procedures usually employed by a dentist for the treatment of teeth with diseased or damaged nerves (i.e.; root canals).

#### Prosthodontic Services:

Provides for bridges and partials and complete dentures. In other words, appliances that replace missing natural teeth.

#### Periodontic Services:

Procedures usually employed by dentists for the treatment of diseases of the gums and supporting structures of the teeth.

### **3. CLASS III BENEFITS:**

Provides for orthodontic services defined as treatment and procedures required for the correction of malposed teeth. 50% paid up to a maximum benefit of \$950.00 per person lifetime. No age limit restrictions.

### **B. Dental Maintenance Organization**

Employees hired prior to December 1, 1995 may remain in the dental plan described above or may elect during open enrollment to enter the Golden Dental Plan - Dental Maintenance Organization or a comparable DMO. However, if they choose a DMO plan they may not return to their previous plan until the next open enrollment.

#### CLASS I

#### COVERAGE

##### Diagnostic and Preventative Services:

**100%**

Examinations, Cleanings, Space Maintainers,  
Palliative Treatment and Single Radiographs,  
Fluoride Treatments Are Covered To Age 19 Only.

#### CLASS II

##### Restorative & Oral Surgery services:

**100%**

Radiographs (Full Mouth and Panorex)  
Fillings, Crowns  
Extractions & Other Oral Surgery Procedures

#### CLASS III

##### Prosthetics:

**85%**

Endodontics (Root Canals), Bridges  
and Dentures (Partials and Complete)

#### CLASS IV

##### Specialty Care:

**85%**

Oral Surgery  
Endodontics  
Periodontics  
Pedodontics

CLASS V

<b>Orthodontics: Braces Under Age 19</b>	<b>100%</b>
Braces Age 19 and Over	Maximum Co-Pay      \$1,250.00
<b>ANNUAL MAXIMUM:<sup>1</sup></b>	<b>NONE</b>

**31.07 PRE-PAID LEGAL PLAN**

The County shall contribute three dollars (\$3.00) 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. Effective October 1, 2001, the County will contribute four dollars (\$4.00) monthly per employee to the pre-paid legal plan.

**31.08 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 annual pay rate 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 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. To minimize financial loss during this period, 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 an 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 Risk Management Division 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 Risk Management Director or designee
2. The Local 502 Benefits Representative or designee
3. A person mutually selected by Risk Management and Local 502.

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 benefit payments.

32.04

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

32.05

An employee disabled as a result of a work related injury is qualified to collect workers' compensation benefits. Payment of workers' compensation benefits precludes payment of long term disability. If long term disability payments have been made prior to favorable adjudication of a workers' compensation claim, the County shall deduct the dollar amount received during the overlapping disability period from workers' compensation benefits.

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 gross pay rate of any employee divided by twelve (12).
2. The monthly benefit level is either 60% of gross monthly salary or the \$1,900 monthly maximum (\$2,300 effective June 1, 1998), 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 that written notice of a claimed disability must be given to the Plan Administrator within fourteen (14) days after the date of disability, or as soon thereafter as reasonably possible. Notice given by or on behalf of the participant to the Plan Administrator, with sufficient information to identify the participant, shall be deemed to be notice.

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 in effect as of January 30, 1990.
- 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

Life Insurance, Medical Insurance, Dental 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. Risk Management may review the officer's illness for special consideration.

#### 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 off-set 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 Workers' Compensation benefits, 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 are determined by the Employer to be job-related and acceptable for the occupation in which the employee is presently working.
- 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 (M.C.O.L.E.S.) for the purpose of attaining and maintaining police certification.

**35.02**

Each employee who meets Michigan Commission On Law Enforcement Standards (M.C.O.L.E.S.) application standards shall be enrolled in and required to successfully complete a Police Academy prior to completing five (5) years of continuous service. All Academy enrollments 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.

**35.03**

An employee, with the approval of the Sheriff, may waive one (1) scheduled Academy attendance for a temporary medical conditions or temporary hardship. However, the Sheriff, shall have full discretion to demand Academy attendance and successful completion by the employee.

**35.04**

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.

**35.05**

The Sheriff shall conduct two Academy classes each calendar year. The Sheriff may conduct a third Academy at his or her option, with approved funding.

**35.06**

The Employer agrees to budget 30 training positions annually.

**35.07**

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 Michigan Commission On Law Enforcement Standards (M.C.O.L.E.S.) 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, Airport Director, 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, Airport Director, 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, Airport Director, or 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 and Airport Director 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 one of the Defined Benefit Plans, the Defined Contribution Plan or the Hybrid Retirement Plan. While

the method of providing for retirement savings is optional, a retirement savings plan is mandatory.

- C. Employees 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, 1990.
- D. All new employees hired on or after December 1, 1990, 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. 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. 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.
- H. 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.
- I. 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.

**37.02 Defined Benefit Plan #1**

- A. Applicable to full-time members of Local 502 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. Transfer Options
- A member of the Defined Benefit Plan #1 may exercise one of the following options:
1. Remain in Defined Benefit Plan #1.
  2. Transfer to the Defined Benefit Plan #2. Upon election of such transfer:
    - a. The employee shall be credited with the same number of years and months of credited service in the Defined Benefit Plan #2 that the employee had in the Defined Benefit Plan #1; and,
    - b. Receive a refund of the employee's accumulated contributions; and,
    - c. Receive a payment of a bonus from the Reserve for Employer Contributions equal to 50% of the employee's accumulated contributions. The bonus amount shall be distributed in accordance with IRS regulations.
  3. Transfer to the Defined Contribution Plan #4. Upon election of such transfer:
    - a. The employee shall withdraw accumulated contributions from the Defined Benefit Plan #1; and,
    - b. If vested, relinquish all vested benefits in Defined Benefit Plan #1; and,
    - c. Receive a bonus matching payment of \$2.00 for each \$1.00 contributed to the Defined Contribution Plan #4 for a period of years and months equal to the years and months of retirement credited service before withdrawal. Bonus matching payments may exceed the \$7,500 maximum contribution specified in Section 37.05 (D). The bonus matching payments shall be in addition to the regular Employer contributions as provided in Section 37.05 (C).

4. In accord with Article 37.06(D), 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**

- 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. Upon becoming vested, an employee may elect to freeze vested benefits in Defined Benefit Plan #2 and opt for the Defined Contribution Plan #4.
- J. In accord with Article 37.06(D), employees in Defined Benefit Plan #2 may transfer to the Hybrid Retirement Plan
- K. Once an employee has elected to withdraw from Defined Benefit Plan #2, that employee may not return.

#### **37.04      Defined Benefit Plan #3**

- A. Applicable to full-time members of Local 502 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.

- C. The amount of retirement compensation shall equal one and one-half percent (1.5%) per year times average final compensation for the first twenty (20) years, two percent (2%) per year times average final compensation for the next five (5) years of service, and two and one-half percent (2.5%) per year times average final compensation times service over twenty-five (25) 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. Compensation does not include payouts of excess sick or annual leave.
- 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. Employees in Defined Benefit Plan #3 may elect one of the following options:
    - 1. Transfer to Defined Benefit Plan #2 and receive a refund of all contributions, plus a fifty percent (50%) bonus made to date. Service credits earned in Defined Benefit Plan #3 shall be transferred entirely to Defined Benefit Plan #2.
    - 2. Transfer to Defined Contribution Plan #4 and receive a refund on those contributions which exceed the selected contribution rate. Upon transfer, which terminates all claim for benefits under

- Defined Benefit Plan #3, the Employer shall match the non-refundable contributions \$4.00 for every \$1.00 the employee contributes.
- 3. In accord with Article 37.06(D), employees in Defined Benefit Plan #3 may transfer to the Hybrid Retirement Plan.
  - K. Once an employee has elected to withdraw from Defined Benefit Plan #3, that employee may not return.
- 37.05 Defined Contribution Plan #4**
- A. All Bargaining Unit members who elect 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 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.

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. Once an employee has opted for the Defined Contribution Plan #4, that employee may not opt for a Defined Benefit Plan.
- G. In accord with Article 37.06(D), employees in Defined Contribution Plan #4 may elect to transfer to the Hybrid Retirement Plan.
- H. Once an employee has elected to withdraw from Defined Contribution Plan #4, that employee may not return.

### **37.06 Hybrid Retirement Plan**

#### **A. General Provisions:**

- 1. 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.

2. Employees hired, re-employed, re-instated or rehired prior to October 1, 2001, may elect to transfer from their current Retirement Plan to the new Hybrid Retirement Plan during the ninety (90) calendar day window period of October 1st through December 31st. This ninety (90) day window period will be effective for only calendar years 2001 and 2002. Once an employee elects to transfer to the new Hybrid Retirement Plan that employee may not return to his or her prior Retirement Plan.

#### **B. Defined Benefit Provisions:**

- 1. Normal retirement shall mean twenty-five (25) years of credited service at age 55, twenty (20) years of credited service at age 60, eight (8) years of credited service at age 65 or thirty (30) years of credited service without an age requirement. An employee 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.
- 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 service over twenty (20) years.
- 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. Compensation does not include payouts of excess sick or annual leave.
- 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). 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.

C. Defined Contribution Provisions:

1. All employees in the Hybrid Retirement Plan shall contribute three percent (3%) of base compensation to the plan. An employee shall be immediately vested in one hundred percent (100%) of his or her contributions.
2. The Employer shall contribute three percent (3%) of the employee's base compensation to the Plan. An employee shall be vested in the Employer's contributions as follows:

- a. Fifty percent (50%) vested in the Employer's contribution upon completion of one (1) year of service;
  - b. Seventy-five percent (75%) vested upon completion of two (2) years of service; and
  - c. One hundred percent (100%) vested upon completion of three (3) years of service.
3. Upon termination, an employee may select one (1) of the following distribution options:
    - a. Lump sum distribution of the vested account balance,
    - b. Rollover of the vested account balance into a qualified plan, or
    - c. Annuitizing the vested account balance if the employee is also eligible for a defined benefit pension.

D. Transfer Options:

1. Employees in the Defined Benefit Plans #1, #2 or #3 may elect to transfer to the Hybrid Retirement Plan at no cost during the window period provided in Article 37.06(A)(2). Members of Defined Benefit Plans #1 and #3 shall have their employee contributions and earnings transferred to their Hybrid - Defined Contribution Plan account with a separate accounting for taxable and non-taxable assets. All participants transferring to the Hybrid Retirement Plan shall immediately begin to contribute 3% of their eligible retirement earnings to their Hybrid - Defined Contribution Plan account.
2. A Defined Contribution Plan #4 member may elect to transfer to the Hybrid Retirement Plan during the window period provided in Article 37.06(A)(2). The member may elect to purchase their entire credited service into the Defined Benefit portion of the Hybrid Retirement plan, purchase none of their credited service into the Defined Benefit portion of the Plan or purchase a portion of their credited service. The cost of purchasing credited service shall be determined by utilizing the actuarial tables (Actuarial Cost of Service Purchases for Transfers from Plan 4). For calculation of purchase costs, the age shall be rounded up to the nearest whole age at the time of purchase and the years of

service shall be rounded down to the nearest whole year at the time of purchase; however, the actual time purchased shall be equal to the actual credited service at the time of purchase. "Salary at the time of purchase" shall be defined as the average of eligible retirement earnings for the last five (5) years of credited service.

3. Transfers must be elected during the window period defined in Article 37.06(A)(2) and once a transfer election is made it is irrevocable. Payment in full must be made at the time of transfer and funds from the employee's Defined Contribution Plan #4 vested account balance may be utilized to purchase the time. Transfers from the employee's account shall be taken from the taxable and non-taxable funds in the same proportion that they were contributed. Up to three (3) years of military time may be purchased at full actuarial valuation and funds from the employee's vested Defined Contribution Account may be utilized to purchase military time. Any funds remaining in the employee's vested account shall be the basis for establishing the employee's new Defined Contribution Account under the Hybrid Retirement Plan.
4. All credited service still maintained by an employee in any Wayne County Retirement Plan may be utilized by the employee for calculating eligibility for future retirement regardless of which retirement plan the credited service is vested in. However, only time that is credited to the Hybrid - Defined Benefit Plan shall be utilized for calculating an actual retirement benefit based on the multiplier factors.

#### **37.07 Deferred Compensation**

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

#### **37.08 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.

#### **37.09 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.

#### **37.10 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.

### **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. Marine Safety Patrol Officers 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 classifications of Detective and Corporal will receive an additional one thousand dollars (\$1,000.00) per year upon completion of five (5) years of service in grade.

#### **38.02 Wage Rates For Employees In Local 502**

The following wage rates shall apply to regular full-time employees of record who are employed in the classifications of Police Officer, Corporal and Detective as of the date this Agreement is executed by the County Executive.

STEP	11-30-00	12-01-00	12-01-01	12-01-02	12-01-03
Police Officer [Entry]	\$26,836	\$27,641	\$28,470	\$29,324	\$30,204
2	\$28,549	\$29,405	\$30,287	\$31,196	\$32,132
3	\$30,947	\$31,875	\$32,831	\$33,816	\$34,830
4	\$34,259	\$35,287	\$36,346	\$37,436	\$38,559
5	\$37,684	\$38,815	\$39,979	\$41,178	\$42,413
6	\$41,681	\$42,931	\$44,219	\$45,546	\$46,912
7	\$44,536	\$45,872	\$47,248	\$48,665	\$50,125
Corporal	\$46,021	\$47,402	\$48,824	\$50,289	\$51,798
Detective	\$49,675	\$51,165	\$52,700	\$54,281	\$55,909

A. An annual increase will be applied to each Step on December 1st of each year of the contract as follows:

1. 2000: 3.0%
2. 2001: 3.0%
3. 2002: 3.0%
4. 2003: 3.0%

- B. An annual step increase will be provided to all employees below Step #7 on their anniversary date each year of the contract.
  - C. Employees hired after February 1, 1995, will not progress beyond Step #6 until completion of the Police Academy.<sup>1</sup>
  - D. Step increases will continue beyond the expiration of the contract.
  - E. The following are two specific examples of how the salary scale will work.
1. **Example #1**  
Officer "A" whose anniversary date is May 1 and who ended the previous contract at Step #2 (\$28,549).
    - a. On 12-01-00, Officer "A" shall remain at Step #2 but his salary shall increase to \$29,405.
    - b. On 05-01-01, Officer "A" shall move to Step #3 (\$31,875).
    - c. On 12-01-01, Officer "A" shall remain at Step #3 but his salary shall increase to \$32,831.
    - d. On 05-01-02, Officer "A" shall move to Step #4 (\$36,346).
    - e. On 12-01-02, Officer "A" shall remain at Step #4 but his salary shall increase to \$37,436.
    - f. On 05-01-03, Officer "A" shall move to Step #5 (\$41,178).
    - g. On 12-01-03, Officer "A" shall remain at Step #5 but his salary shall increase to \$42,413.
    - h. On 05-01-04, Officer "A" shall move to Step #6 (\$46,912).

2. **Example #2**

Officer "B" whose anniversary date is September 1 and who ended the previous contract at Step #5 (\$37,684).

- a. On 12-01-00, Officer "B" shall remain at Step #5 but his salary shall increase to \$38,815.
- b. On 09-01-01, Officer "B" shall move to Step #6 (\$42,931).
- c. On 12-01-01, Officer "B" shall remain at Step #6 but his salary shall increase to \$44,219.

<sup>1</sup> Officers hired after February 1, 1995, shall not progress beyond Step #6 until completion of the Police Academy. Officers hired after the execution date of the prior Act 312 Arbitration Award (September 9, 1996) shall be sent to a Police Academy on a seniority basis as the County determines the need for financing additional academy trained officers. This provision shall prevail in the event of any inconsistency or conflict with any other provision of the Agreement.

- d. On 09-01-02, Officer "B" shall move to Step #7 (\$47,248).
- e. On 12-01-02, Officer "B" shall remain at Step #7 but his salary shall increase to \$48,665.
- f. On 12-01-03, Officer "B" shall remain at Step #7 but his salary shall increase to \$50,125.

#### **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.

#### **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.
    - 4. Random - random testing at the request of Division Commanders with the approval of the Sheriff or Airport Department Director 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 counselling 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:

	Initial Test Level	Confirmatory Test Level
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.

E. Review Committee

A Review Committee including the President of Local 502 or a designated representative shall be formed by the Director of Personnel/Human Resources to review the County's Drug Testing Program on an ongoing basis and to make recommendations to the Director.

**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. The severity of the action chosen will depend on the specific offense, the employee's work record, length of service and any available pertinent evidence.

The disciplinary action imposed shall be in accord with Article 9 of this agreement. In general, where use, possession, sale or distribution of certain drugs would be a basis for a felony charge, the employee will be discharged. If the drug(s) involved could result in a misdemeanor charge, discipline less than discharge may be imposed for the first offense. If discipline less than discharge is imposed, mandatory periodic retesting will also be required.

#### **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, the Disciplinary Commanders, the Airport Department Director and the Airport Police Chief 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 judgements 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 justification 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 here-to 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 or Airport Director's Designee**

Total responsibility for implementing this Agreement rests with the Labor Relations Division, the Sheriff and the Airport Director. Whenever language is used in this Agreement naming the Sheriff, the Airport Director or the Appointing Authority, 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 and stead or that a representative employed in the Airport Police Division may be designated by the Airport Director to act in his or her place and stead.

#### **44.04 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.

#### **44.05 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 December 1, 2000, and shall remain in full force and effect through November 30, 2004.

This Agreement shall continue in effect for consecutive yearly periods after November 30, 2004, unless notice is given, in writing, by either the Union or the Employer to the other party at least sixty (60) days prior to November 30, 2004, 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:

Vincent Gregory, President - Local 502, SEIU, AFL-CIO

Dated: 11/29/01

### FOR THE COUNTY OF WAYNE:

Edward H. McNamara, County Executive

Huey A. Ferguson, Director - Labor Relations Division

Dated: 11/29/01

## LETTER OF UNDERSTANDING #1 THE COUNTY OF WAYNE - AND - LOCAL 502, SEIU, AFL-CIO

1. It is understood between the parties that the format for determining experience credit on promotional examinations for the classifications of Detective and 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:

Vincent Gregory, President - Local 502, SEIU, AFL-CIO

### FOR THE COUNTY OF WAYNE:

Huey A. Ferguson/Director - Labor Relations Division

Dated: 11/29/01

**LETTER OF UNDERSTANDING #2**  
**THE COUNTY OF WAYNE**  
**- AND -**  
**LOCAL 502, SEIU, AFL-CIO**

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.

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**FOR THE UNION:**

*Vincent Gregory*

Vincent Gregory, President - Local 502, SEIU, AFL-CIO

**FOR THE COUNTY OF WAYNE:**

*Huey A. Ferguson*

Huey A. Ferguson, Director - Labor Relations Division

Dated: 11/29/61

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**LETTER OF UNDERSTANDING #3**  
**THE COUNTY OF WAYNE**  
- AND -  
**LOCAL 502, SEIU, AFL-CIO**

1. It is hereby agreed that employees assigned to the Chief Executive's Office, the Sheriff's Executive staff and the Airport Special Services Unit 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:**

Vincent Gregory  
Vincent Gregory, President - Local 502, SEIU, AFL-CIO

**FOR THE COUNTY OF WAYNE:**

Huey A. Ferguson  
Huey A. Ferguson, Director - Labor Relations Division

Dated: 11/29/81

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**LETTER OF UNDERSTANDING #4**  
**THE COUNTY OF WAYNE**  
- AND -  
**LOCAL 502, SEIU, AFL-CIO**

**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), Local 502 must adopt and utilize procedures which provide non-members 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, Local 502 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 Local 502 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 Local 502 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 Local 502 has complied with all requirements of the above referenced procedures prior to the County making the required payroll deductions.

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**FOR THE UNION:**

*Vincent Gregory*

Vincent Gregory, President - Local 502, SEIU, AFL-CIO

**FOR THE COUNTY OF WAYNE:**

*Huey A. Ferguson*

Huey A. Ferguson, Director - Labor Relations Division

Dated: 11/29/61