

COLLECTIVE BARGAINING AGREEMENT

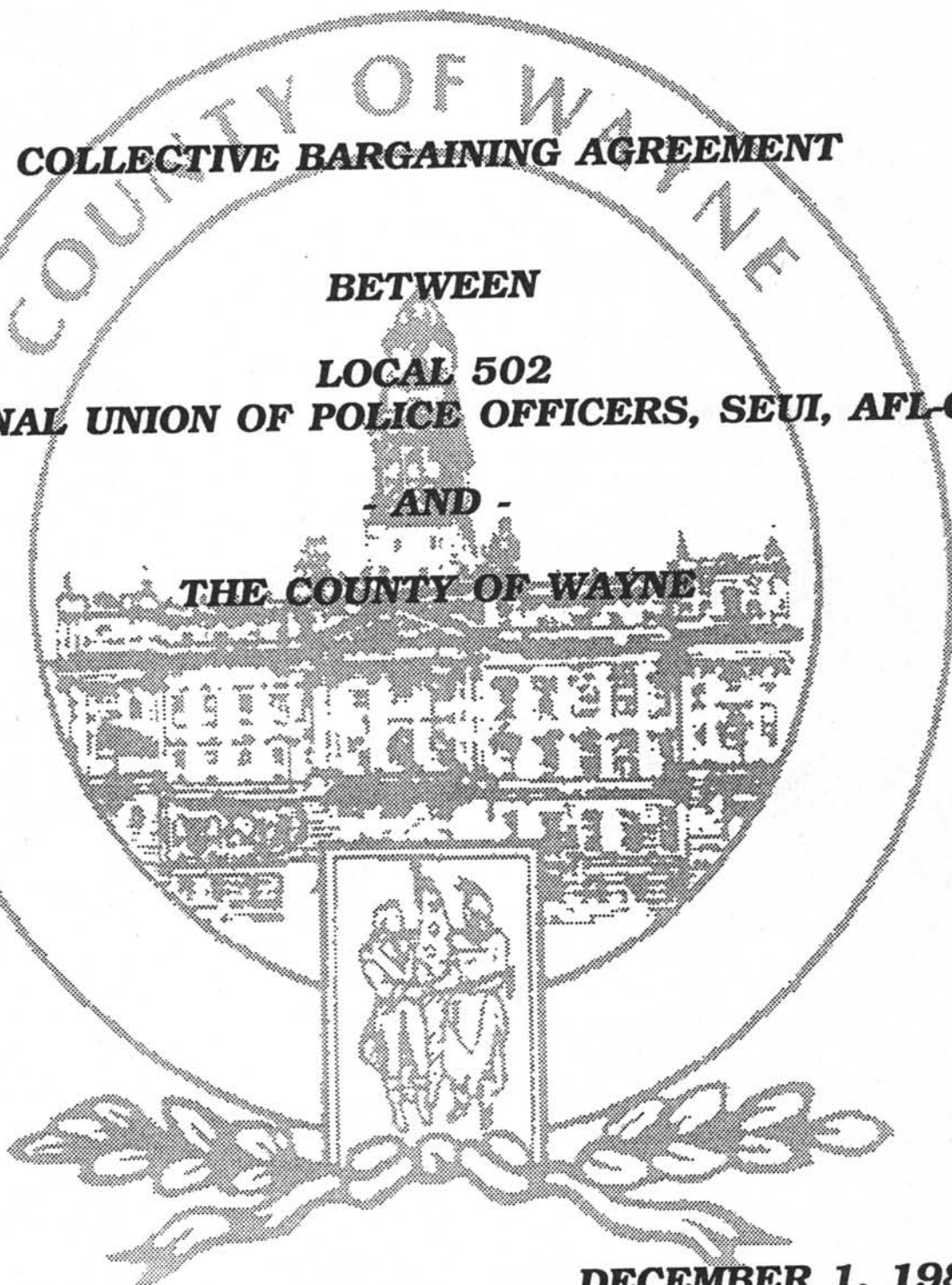
BETWEEN

LOCAL 502

NATIONAL UNION OF POLICE OFFICERS, SEUI, AFL-CIO

- AND -

THE COUNTY OF WAYNE



**DECEMBER 1, 1989
THROUGH
NOVEMBER 30, 1993**

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Wayne County

EMERGENCY CONSIDERATION REQUESTED YES NO

OFFICE/DEPARTMENT P H R

DEPARTMENT START DATE 03/29/90

OFFICIAL/DIVISION L B R L

CONTROL NUMBER 9039003

CONTACT PERSON Mark R. Ulicny

RELATED CONTROL NUMBER(S)

NUMBER OF CERTS REQUIRED 2

CFO CRP x PHR
BDGT x HMNR
PRCH
GRNT

ORIGINAL CONTRACTS ATTACHED: YES NO
BUDGET ADJUSTMENT REQUIRED: YES NO
COMMISSION ACTION REQUIRED: YES NO

FISCAL YEAR(S) 90 / 91 / 92 / 93

RENEWAL: YES NO RENEWABLE: YES NO

FUND - ACTIVITY - ACCOUNT

AMOUNT
\$
\$
\$

EFFECTIVE DATE 12/01/89

TERM 12/01/89 - 11/30/93

REQUESTING DEPARTMENT

The Personnel/Human Resources (Department) requests action be taken to initiate and process the above referenced item, under the terms and conditions as described and set forth herein and in the attached documents.

Signature

Director, Personnel/Human Resources

March 29, 1990 Date

- I. Tentative Agreement
II. Local 502
ADD.
C/S/Z

TRANSMITTAL LETTER ATTACHED: YES NO
CONTACT PERSON: Mark R. Ulicny
TELEPHONE NUMBER: (313) 224-5977
III.

DESCRIPTION: Tentative agreement between Local 502, National Union of Police Officers, SEIU, AFL-CIO and Wayne County, for the period December 1, 1989 to November 30, 1993.

CERTIFICATION

I do hereby attest that I have fulfilled all the requirements and responsibilities incumbent upon me pursuant to the Contracting Ordinances and the Document Approval Process (DAP).

Dated: 4/2/90
Saul A. Green
Corporation Counsel
County of Wayne

Signature Title

FORM APPROVED
By: [Signature]

AUTHORIZATION

I hereby authorize the execution of this (I)

Edward H. McNamara
EDWARD H. MCNAMARA, Wayne County Executive

5-15-90 Date

COUNTY COMMISSION APPROVAL DATE 5/31/90 RESOLUTION NUMBER

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

LOCAL 502

NATIONAL UNION OF POLICE OFFICERS, SEUI, AFL-CIO

- AND -

THE COUNTY OF WAYNE



**DECEMBER 1, 1989
THROUGH
NOVEMBER 30, 1993**

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
	Agreement.....	1
	Purpose and Intent.....	1
1	Recognition.....	2
2	Management Rights.....	3
3	Aid to Other Unions.....	3
4	Union Security.....	4
5	Payment of Union Dues.....	5
6	Payment of Service Charge.....	6
7	Representation.....	7
8	Settlement of Disputes.....	10
9	Disciplinary Procedure - Part A.....	13
	Police Officers' Bill of Rights - Part B.....	14
	Administrative Review, Commander's Hearing or Trial Board Proceedings - Part C.....	16
10	Special Conferences.....	20
11	Strikes and Lockouts.....	21
12	Manual of Personnel Procedures.....	21
13	Seniority.....	22
14	Shift Preference and Transfers.....	25
15	Promotions.....	31
16	Work Week Schedule.....	35
17	Overtime.....	36
18	Extra Time Provisions.....	40
19	Holidays.....	41
20	Annual Leave.....	43
21	Sick Leave.....	45
22	Personal Business Leave.....	48
23	Bereavement Leave.....	49
24	Leave for Union Business.....	50
25	Mileage Allowance.....	50
26	Maternity Leave.....	51
27	Leave with Pay.....	52
28	Leave Without Pay.....	53
29	Military Leave.....	55
30	Uniform, Clothing and Equipment Allowance.....	57
31	Insurance Programs.....	61
	Health Insurance.....	61
	Optical Program.....	61
	Life Insurance.....	62
	Extended Insurance Benefits.....	62
	Dental Insurance.....	62
	Bomb Squad Insurance.....	62
	Pre-Paid Legal Plan.....	62

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
32	Long Term Disability.....	63
33	Worker's Compensation.....	65
34	Tuition and Seminar Reimbursement.....	67
35	Academy.....	70
36	Health and Safety.....	70
37	Retirement.....	71
38	Economic Improvements.....	81
39	Longevity Pay.....	83
40	Differential Payment.....	84
41	Deductions of Overpayment.....	84
42	Union Bulletin Boards.....	84
43	General Provisions.....	85
44	Duration of Agreement.....	86
	Letter of Understanding #1.....	87
	Letter of Understanding #2.....	88
	Letter of Understanding #3.....	89
	Letter of Understanding #4.....	90

AGREEMENT

This Agreement is entered into this 7th day of February, 1990 between the County of Wayne (hereinafter referred to as the Employer), as represented in negotiations by the Labor Relations Division, and Local 502, National Union of Police Officers, S.E.I.U., AFL-CIO (hereinafter referred to as the Union).

PURPOSE AND INTENT

The general 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 interest of the Employer, its employees, and the Union.

This Agreement, effective _____, supercedes the Agreement entered into the 31st day of March, 1986, between the Employer 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 Union's success in rendering proper services to the public.

To these ends, 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 any form of discrimination or harassment as enumerated and prohibited by the Elliott Larson Civil Rights Act, shall be subject to proceedings as set forth in Articles 8 and 9 of this Agreement.

ARTICLE 1 - RECOGNITION

Section 1.

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 non-supervisory employees of the Wayne County Sheriff's Department: All employees performing non-supervisory law enforcement work, including, but not limited to Police Officer, Corporal, and Detective.

Section 2.

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.

Section 3.

Temporary, seasonal, or provisional employees shall not receive any fringe benefits, except for overtime as defined in Article 17.

Section 4.

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

Section 1.

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.

Section 2.

- A. The Sheriff may cause reasonable rules of conduct and disciplinary procedures which are not in conflict with Article 9 to be compiled in a departmental manual which shall be furnished to all members of the Bargaining Unit. The Sheriff shall have the right to amend the departmental manual at his election with appropriate modifications or deletions. Actions implementing the manual shall be equitably and uniformly applied.
- B. 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

Section 1.

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.

Section 2.

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

ARTICLE 4 - UNION SECURITY

Section 1.

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

- A. 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.

- B. 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 1 (A) above. The Employer agrees to establish administrative procedures for the implementation of this section of the Agreement.

Section 2.

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

ARTICLE 5 - PAYMENT OF UNION DUES

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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.

Section 5.

The Employer shall not be liable to the Union by reason of the requirements in Article 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.

The Union will protect, save 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

Section 1.

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.

Section 2.

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 Employer to sign an "Authorization for Deduction of Service Charge" form, and be informed of the provisions of the Agreement relating to non-compliance. Upon receipt of such notice from the Union, the Employer shall within ten (10) workings days notify the employee of the provisions of the Agreement, then obtain the employee's response and then notify the Union of the employee's decision.

Section 3.

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.

Section 4.

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 save 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.

Section 5.

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

Section 1.

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.

Section 2.

- A. One (1) Chief Steward shall be selected by the Union in each of the following Divisions:

Andrew C. Baird Detention Facility (6 Alternates)
Old Jail (4 Alternates)
Probate/Circuit Court Division (2 Alternates)
Juvenile Court Division (2 Alternates)
Airport Division (2 Alternates)
Field Services Division (2 Alternates)
Recorder's Court Division (2 Alternates)

Section 3.

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.

Section 4.

- 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 of 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 Sheriff's Manual for members within their 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, said 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 their Division as provided by this Agreement shall not be transferred to another Division except by mutual agreement between the Sheriff and the Union.
- 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.

Section 5.

- A. The Local Union President shall be released from his regular work assignments without loss of time, pay or other benefits upon prior notice to his supervisor when required to perform the following:
 - (1) Processing reported members' grievances, and
 - (2) Differences concerning the intent and application of the provisions of the Agreement.
 - (3) Represent members at hearings or proceedings affecting rights or benefits provided by this Agreement.
 - (4) Attend meetings of the County Board of Commissioners and Committees, only when the agenda includes matters pertinent to the proper administration of the Local Union.
 - (5) Confer with Local Stewards when necessary.
- B. Whenever the Local Union President is required to perform administrative duties limited to internal Union business or functions, he may be granted time off without compensation, but without loss of such benefits to which he would otherwise be entitled.
- C. In the event the Local Union President selects a specific job assignment other than that which he held when elected, upon termination of his term of office as President, he shall, if he desires, be returned to his previous job assignment.

- D. In the event of the 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 or his designated representative for release from duty assignment of the Local Union President or Vice President as provided by this Article shall not be unreasonably withheld. Any alleged abuse of the provisions for Union representation as herein defined may be invoked by either party, and shall thereupon be considered a proper subject for a special conference as provided by this Agreement.
- F. In the event the Union is required to represent members of the Bargaining Unit at one (1) or more proceedings occurring at the same time on a subject as defined in Sub-Section 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 or his designated representative.
- 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/her regular work assignment without loss of time, pay, or other benefits upon prior notice to his/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 4A of this Article.

Section 6.

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 services 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.

Section 7.

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 purposes 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

Section 1.

Whenever a member believes that any provision of this Agreement has not been properly interpreted or applied, a grievance may be filed according to the following 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 and their 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 their Lieutenant. The Lieutenant shall make arrangement for the member to be off their job for a reasonable period of time, if necessary, in order to discuss the complaint with the Steward. The Lieutenant shall supply their 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 for the nature of the grievance, date of the matter complained of, names of the member or members involved, and the provisions of this contract, if any, that the grievance alleges to have been violated. The Commander shall reply in writing within ten (10) days setting forth the facts he takes into account in answering the grievance.

STEP 3 - If not settled at Step 2, the grievance may be referred to the Sheriff within ten (10) days. Policy grievances may also be instituted at this step. A meeting between the Sheriff and/or his designated representative(s) and the Grievance Committee of the Union and the grieving party or parties shall be held within ten (10) days after referral to the Sheriff, to discuss the grievance. If not satisfactorily adjusted at this meeting, the Sheriff shall give his written answer within ten (10) days of the meeting. The Union Grievance Committee shall be composed of three (3) members. This shall not preclude a representative of the Union 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 - 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 a permanent arbitrator who shall be jointly selected by the parties to hear and decide grievances and whose term of office shall be for a period of one (1) year unless extended by mutual agreement of the parties. Grievances shall be submitted to the permanent arbitrator in strict accordance with the following:

- A. Arbitration shall be invoked within thirty (30) days by written notice to the other party of intent to arbitrate.
- B. On receipt of a notice to arbitrate, the Employer and Union shall mutually agree to a hearing date. The hearing shall take place within sixty (60) days of receipt of a notice to arbitrate, and shall be controlled by the rules of the American Arbitration Association, unless otherwise provided in this Agreement.
- C. The Arbitrator shall limit his 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 the 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 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.

Section 2.

- 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.

Section 3.

The Employer shall give written notification to the Union and the affected member 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

PART A

Section 1.

No member shall be summoned before a superior officer for disciplinary action without having a Union representative present, pursuant to Article 7, Section 6.

Section 2.

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

Section 3.

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

Section 4.

The Divisional Chief Steward or Vice President of the Union shall have the right to be present and, if requested by the member, to represent the member at all levels of disciplinary proceedings, including Administrative Reviews, Commander's Hearings, and Trial Boards: this shall not preclude the Union President from participating in all levels of discipline.

Section 5.

Before any member shall be required to make any written statements or written replies pertaining to any alleged misconduct on their part, the matter shall first be discussed between the member and their Commanding Officer. The member 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.

Section 6.

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.

Section 7.

The Sheriff may modify and lessen, but not increase discipline recommended by a Commander following a Commander's Hearing or Trial Board.

Section 8.

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

Section 9.

It is agreed between the parties that Section 1 of Rule 14 of the Manual of Personnel Procedures shall not apply to the determination of disciplinary action for cause.

POLICE OFFICERS' BILL OF RIGHTS
PART B

Section 1.

Whenever a member of the Bargaining Unit is under investigation, or subject to examination - questioning by a Superior Officer and/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 member is on duty. If such questioning does occur during off-duty time of the member being questioned, the member shall be compensated for such time in accordance with the overtime provisions of the contract.
- B. The member under questioning shall be informed prior to such questioning of the rank, name and command of the officer in charge of the investigation, questioning officer(s) and all persons present during the questioning. All questions directed to the member under questioning shall be asked by one person at a time.
- C. The member 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 member's consent.
- E. The member under questioning shall not be subjected to abusive language. No promise of reward shall be made as an inducement to answering any questions; nor shall their name, home address, or photographs be given to the press or news media without their express consent.

- F. If a tape recording is made of the questioning, the member shall have access to the tape if any further proceedings are contemplated.
- G. If the member about to be questioned is under arrest, or likely to be placed under arrest as a result of the questioning, the member shall be completely informed of all their constitutional rights prior to the commencement of any questioning.
- H. Prior to any conversation with a member, pertaining to disciplinary action, the Union shall be notified and allowed to be present, even if the member does not request Union representation.
- I. No member of the bargaining unit shall be required to subject themselves to a polygraph except when voluntarily taken.
- (1) The results of a polygraph examination taken pursuant to this subsection may only be used as supportive evidence in the determination of guilt or innocence in a disciplinary proceeding and shall not be offered in any other matter.
- J. No member of this Bargaining Unit shall be subjected to disciplinary action for appearing before a State or Federal Grand Jury at which the member presented testimony under oath and has been sworn to secrecy.
- K. The Sheriff may suspend without pay any member, prior to a Commander's Hearing or Trial Board, who is criminally charged with the commission of a felony or a misdemeanor involving narcotics.
- L. If a member is suspended or dismissed as a result of disciplinary action the Employer will continue to pay the member's contractual insurance premiums for health, dental and optical insurance until the suspension or dismissal is resolved through arbitration, and if the Employer's action is upheld or the member is found guilty of the charges alleged against them, then the member shall repay the County the money expended for hospital, dental and optical insurance premiums, which monies may be deducted from the member's accumulated sick time, annual leave, and/or holiday pay. Members charged with the commission of a misdemeanor may be assigned within the Department at the Sheriff's discretion in the event the Sheriff has determined not to suspend the member.

- M. If a member is suspended or dismissed as a result of disciplinary action and/or Departmental Hearing, or for any reason contained in this Article, the Employer will continue to pay the member's hospital, dental and optical insurance premiums until the suspension or dismissal is resolved, which may include arbitration; and if the Employer's action is upheld, then the member shall repay the County the money expended for contractual insurance premiums, which monies may be deducted from the member's accumulated sick time, annual leave, and/or holiday pay.

Section 2.

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

Section 3.

Whenever an employee covered by the Collective Bargaining Agreement becomes subjected to a claim, a liability, a judgement or a monetary imposition or fine resulting from any action taken by him/her within the scope of his/her employment and during the course of his/her employment, the Employer agrees to defend, and hold harmless and to indemnify him/her including all related costs. All settlements are subject to the approval of the Employer.

Upon receipt of notice of any claim or action, the employee shall immediately notify the Employer.

ADMINISTRATIVE REVIEW, COMMANDER'S HEARING OR TRIAL BOARD PROCEEDINGS

PART C

Section 1.

Prior to the service of charges alleging violations of Departmental rules and regulations, the Sheriff or his designee shall conduct an Administrative Review. This Administrative Review shall be conducted by way of a meeting with the charged member, the Union Vice President, the Sheriff or his designee and the Labor Relations Representative. At the time of a request for hearing, by the Divisional Commander, he shall also serve a copy of his recommendation on the accused member.

- A. The Administrative Review shall be held not less than five (5) working days and no more than twenty (20) working days (excluding approved leave time taken by the Sheriff's designee and/or the Labor Relations Representative) of a request for hearing from the charged member's Divisional Commander.

- B. At the time the Department holds the Administrative Review it shall provide the officer with written notification on a form provided as to the specifications and charges brought against said officer. The Department shall at the same time give the Union and accused officer a copy of all documents and other evidence, which the Department has in its possession or will place before a subsequent Commander's Hearing or Trial Board and shall give the Union and accused officer a list of all witnesses who will be called. The Department may amend its list of witnesses at any time, up to the completion of the hearing or Trial Board, and the Union shall be given reasonable notice thereof, if possible. These requirements shall apply to the specific charges at hand.
- C. The purpose of the Administrative Review is to allow a free flowing dialogue between the parties in hopes of reaching a resolve of the matter which is mutually agreeable to both parties. If such a resolve can be reached then a settlement shall be entered into. If no resolve can be reached a Commander's Hearing or Trial Board shall be scheduled not less than seven (7) days from the Administrative Review meeting.
- D. If a hearing is required the Department shall give the accused officer and the Union forty-eight (48) hours notice of the time, date and location of the Commander's Hearing or Trial Board. It shall also supply any additional documents as it relates to past discipline it will bring into issue at the hearing.
- E. No statements made by any of the participants of the Administrative Review meeting shall be used as evidence in a subsequent hearing.
- F. At the conclusion of the Administrative Review, in which no resolve was reached, the Department shall give a written notice to the officer of the penalty to be requested at a subsequent hearing in which the officer may be found guilty of any charges against him/her.
- G. In cases where the officer is found guilty of all charges against him/her then the hearing officer(s) shall only make a finding of fact and not a determination of penalty. The penalty shall be affixed in accordance with the written notice provided in Part C, Section 1 (F) of the Article.
- H. In cases where one (1) or more of the charges are either dismissed, withdrawn or a not guilty verdict is rendered then the hearing officer(s) shall also affix penalty.

Section 2.

- A. For the purpose of conducting each Commander's Hearing, the Sheriff may appoint one of the following:
1. A Commander from a division other than that of the accused officer;
 2. A Jail Administrator possessing at least ten (10) years employment experience in the Sheriff's Department;
 3. A Departmental Director possessing at least ten (10) years employment experience in the Sheriff's Department.
 4. The Lieutenant remaining on a list established in the following manner:
 - a. Prior to each Commander's Hearing, the Sheriff shall provide to the Union a list of three (3) Lieutenants, each possessing at least ten (10) years employment experience in the Sheriff's Department.
 - b. Each listed Lieutenant shall be from a division other than that of the accused officer. In this instance, the Established Jail and the Andrew C. Baird Detention Facility are to be considered as separate divisions.
 - c. The Union shall return the list to the Sheriff within three (3) calendar days of its receipt, deleting two (2) of the listed Lieutenants.
- B. The Trial Board shall be composed of the Undersheriff or a Commander, who shall serve as Chairman, and two (2) Command Officers above the rank of Police Sergeant; all members of the Trial Board shall be from a division other than that of the accused officer.
- C. A verbatim record of a Commander's Hearing or Trial Board shall be made by a certified Court Reporter. The cost of the certified Court Reporter shall be borne by the Department except that the Union shall bear one-half of the cost of the transcript if the decision of the Commander's Hearing or Trial Board is appealed to arbitration as herein provided.
- D. Any discipline imposed as a result of a Commander's Hearing shall not exceed a fifteen (15) day suspension without pay.

Section 3.

The following procedures shall apply to disciplinary proceedings conducted before a Commander's Hearing and Trial Boards:

- A. In all disciplinary proceedings, the Department shall carry the burden of proof in order to substantiate the charges and the standards for conviction shall be proof of a clear and convincing nature sufficient to convince a reasonable mind of guilt.
- B. The accused officer, through the Union, shall be allowed to cross examine all witnesses, call any and all witnesses in defense of an officer, 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 officer.
- C. No accused officer shall be required to take the witness stand and give evidence or a statement before their Commander's Hearing or Trial Board.
- D. The Department and the Union shall be allowed to submit posthearing briefs within fifteen (15) calendar days from the closing of the Commander's Hearing or the Trial Board. The Commander's Hearing or the Trial Board shall deliver the written findings and recommendations (if applicable) to the Sheriff within seven (7) calendar days of the close of the hearing or within seven (7) calendar days of the receipt of the posthearing briefs. The Sheriff shall within seven (7) calendar days upon receipt of said written findings and recommendation review same and render his decision.
- E. If an officer is found not guilty of the charges brought against them, said officer's records shall be cleared of any and all communications relating to said charges.

Section 4.

In the event the Union concludes that an officer has been unjustly punished or dismissed as a result of the Commander's Hearing or the Trial Board, it may appeal the action to arbitration under Article 8.

- A. Review of all disciplinary matters shall be instituted by filing a demand for arbitration under Article 8, Step 6. The arbitration costs shall be borne equally by the parties.

- B. The arbitrator shall review the cause of action and the justness of the punishment imposed based upon the record made before the Commander's Hearing or the Trial Board. No new evidence shall be received by the arbitrator unless said evidence was unknown at the Commander's Hearing or the Trial Board. If the arbitrator decides that the new evidence should be received, the arbitrator shall remand the case.
- C. If the arbitrator decides that the discipline was unreasonable under all the circumstances, the arbitrator may modify the discipline accordingly and his/her decision shall be final and binding upon the officer and the parties.

ARTICLE 10 - SPECIAL CONFERENCES

Section 1.

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

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.

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.

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.

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

ARTICLE 11 - STRIKES AND LOCKOUTS

Section 1.

Adequate procedure has 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 impass(es), 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.

Section 2.

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.

Section 3.

The Employer shall have the right to discipline or discharge any member for violating the provisions of Article 11, Section 2. 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 Article 11, Section 2.

ARTICLE 12 - MANUAL OF PERSONNEL PROCEDURES

Section 1.

The Rules and Regulations of the Wayne County Civil Service Commission, as amended and revised through August 27, 1976 and such subsequent revisions as agreed between the parties, shall be known as the Manual of Personnel Procedures and shall apply to the Bargaining Unit except where such procedures are in conflict with or are changed, modified, or supplanted by the terms of this Agreement.

Section 2.

Any modification or changes of the Rules and Regulations which affect mandatory subjects of bargaining shall be the subject of good faith bargaining and shall not be placed into effect without the mutual agreement of the parties.

ARTICLE 13 - SENIORITY

Section 1.

A. Seniority shall be determined as follows:

- (1) Prior to December 1, 1969, County-wide seniority as determined by the Manual of Personnel Procedures.
- (2) After December 1, 1969, new employee's length of service in the Department.
- (3) After July 1, 1978, new employee's length of service in the Bargaining Unit in the Department.

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 members shall acquire regular status upon completion of their probationary period, which shall date from the original date of hire.

Section 2.

- 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 into the Sheriff's Department shall undergo a one (1) year probationary period for the purpose of evaluation and Jailer's training.
- B. Written evaluations shall be prepared by the officer's Division Commander summarizing job performance of all probationary Police Officers at 3, 6, 9, and 11 month intervals, and the reports shall be reviewed with the probationary Police Officer. These evaluations shall extend, but are not limited to, subjects such as work performance, attendance, temperment, ability to deal with the public (if the probationary Police Officer is assigned such work), and other related areas of police work, and said evaluations may be considered at the Executive Administrative Hearing hereinafter described.

- 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 their 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.

Section 3.

- A. In the event a member is separated from the Department as a result of disciplinary actions and subsequently reinstated to their position, their seniority shall be maintained from the original date of hire.
- B. The Sheriff shall maintain a seniority list which shall include the current seniority rating of all members covered by this Agreement. The seniority list shall contain the member'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.
- C. A member shall lose their seniority rating 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 provided by law.
 - (3) Does not return to work when recalled within five (5) working days after receipt of notice of recall from layoff.

- (4) Does not return to work at the expiration of an approved leave of absence without a valid and acceptable reason to the Sheriff.
 - (5) Absence from work for five (5) consecutive working days without a valid excuse of such absence to the Shift Commander within the five (5) day work period, shall be deemed a voluntary quit.
 - (6) Voluntary or regular service retirement.
 - (7) If a member is promoted out of this Bargaining Unit, their seniority shall not accumulate but shall be frozen. Upon returning to the Bargaining Unit, time served outside the Bargaining Unit will not be counted towards Bargaining Unit seniority, and the member shall start accumulating seniority from the date they return to the Bargaining Unit.
- D. In the event of a tie in seniority, the tie shall be broken by the member's ranking on the Civil Service eligible list from which the member was certified.

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

Section 4.

- A. After all temporary and probationary members have been laid off, the Department may lay off Police Officers in accordance with their Departmental Bargaining Unit seniority.
- B. In the event of a scheduled layoff, notwithstanding their position on the seniority list, the President, two (2) Vice Presidents, Chief Stewards and the Recording Secretary shall be retained in their respective shifts and work locations provided that in the event the classification, shift or work location is eliminated, they shall be assigned to a budgeted position within their classifications. If a dispute should arise as to where the aforementioned shall be assigned, the dispute shall be a proper subject for a special conference.

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 Department is required to lay off Police Sergeants or other command officers, they shall have the right to return back into 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. Members 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, a member may bank this time for immediate use on recall or for cash at a future date. Members choosing to be paid should complete a Leave Accumulation Election Form (CS-360), available from the Department.
- F. A member on layoff shall continue to earn seniority while on layoff up to and including two (2) years; said seniority shall be used for all rights and benefits under the contract. No retirement benefits shall accrue to a member on layoff.
- G. Notices of layoff shall be prepared by the Department. The member 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 member's last known address.
- (1) Notice of recall from Layoff shall be by certified mail to the member's last known address.

ARTICLE 14 - SHIFT PREFERENCE AND TRANSFERS

Section 1 - Shift Preference

- A. An employee may elect to bid for a shift assignment within their 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 shift change after April 1st annually, and on September 1st through September 15th, to be effective the first shift change after October 1st annually.
- C. For those employees classified 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.

Section 2 - 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 3 (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 inter or intra-divisional transfer to a vacant position. The employee is limited to one (1) transfer during a twelve (12) month period.
- C. The Sheriff shall post a notice for a period of ten (10) working days on all departmental bulletin boards once the Employer decides to fill a vacancy or a new position. The notice shall state the division, unit and shift in which the said vacancy exists or will exist.
- D. Employees who are offered an inter or intra-divisional transfer in conformity with a bid, and refuse said opportunity, shall not be offered a transfer for six (6) months.
- E. 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.

If an employee is refused a transfer for their disciplinary record, the employee may make a request to the Sheriff, in writing, requesting the reasons for said refusal, within ten (10) calendar days of the Sheriff's refusal. The Sheriff shall respond within ten (10) calendar days of receipt of the request from the employee. The employee shall have six (6) months to correct the deficiencies specified by the Sheriff. A single reprimand shall not be considered as discipline for the purpose of this section.

- F. 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, written reasons for such action shall be given the employee and the Union at the time of return.
- G. If during the thirty (30) day period, the Sheriff or the employee elects to return or be returned to their former job assignment, said return shall be made within fourteen (14) calendar days of the written request to the Executive Division. If the job assignment being vacated is a specialty position and a list of qualified officers does not currently exist, then the employee may be required to remain in the position until a Departmental Qualification Board provides a list of employees qualified to fill the position.
- H. All probationary employees shall be assigned to the Jail Division. No probationary employee shall be eligible for transfer outside of Jail Division bid positions until one (1) year from the date of hire.
- I. Any employee on approved leave for longer than twenty-four (24) months shall, upon return from said leave, be assigned within the Department.
- J. Officers who are state certified police officers at the time of hire and later exercise a bid to a vacant position, are subject to a bump from the bid position by a higher seniority officer who becomes state certified at a later date.

Section 3 - 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:

OLD JAIL DIVISION

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

NEW JAIL DIVISION

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)

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

OLD JAIL DIVISION

1. Front Desk Unit
2. Backgate/Transfer Unit

NEW JAIL DIVISION

1. RDC (outpatient hospital assignments)
2. Transfer Units
3. Inmate Property/Bonds (D)
4. Desk/Lobby Unit

FIELD SERVICES DIVISION

1. Park Patrol *
2. O.U.I.L. Squad
3. Parks Detective Bureau
4. Identification Bureau (QB)
5. Secondary Roads Unit (QB)
6. Marine Enforcement (QB)
7. Alternative Work Force (D) **
8. Mounted Unit (QB)
9. Polygraph Operator (QB)

* 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 Sheriff under the control and at the discretion of the Director of the Operation.

** Through the Sheriff under the control and at the discretion of the Director of the Operation.

AIRPORT DIVISION

1. Airport Security *
2. Airport Special Services (D)
3. Airport Detective Bureau
4. Communications Officers (QB) **
5. Bomb Technician (QB)
6. Canine Unit (QB)

* Upon the effective date of this Agreement, the first vacant position within Airport Security shall be filled through the Sheriff under the control and at the discretion of the Director of the Operation. The second vacant position and every other position following a discretionary appointment, shall be filled by seniority bid. All officers assigned may be removed from Airport Security through the Sheriff under the control and at the discretion of the Director of the Operation regardless of the manner in which they obtained their position.

** Non-certified officers may be assigned to this unit.

CIRCUIT AND PROBATE COURT DIVISION

1. Courtroom Security (D)
2. Courtroom Relief Officers
3. Court Transfer Crew
4. Felony Warrant Detective Unit
5. Civil Process (D)
6. Grand Jury (D)
7. Friend of the Court Security
8. Friend of the Court Enforcement *
9. Probate Court

* 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.

RECORDERS COURT DIVISION

1. Courtroom Security
2. Court Transfer Crew (assigned from Circuit Court)

EXECUTIVE DIVISION

1. Internal Affairs (I.A.) (D)
2. Executive Staff Officers (D)
3. CEO Office (D)
4. Police Property (D)
5. DEA Unit (D)
6. Data Processing (QB) (may be non-certified)
7. Range Officer (QB)

JUVENILE COURT DIVISION

1. Juvenile Court Officer
2. Youth Home Security

D.S.S. BURTON CENTER

1. Security *

* Officers assigned to the Security Unit at 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.

- D. 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(s) 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.

Section 4 - Departmental Qualification Boards

- A. The Sheriff shall appoint a Departmental Qualification Board to fill Police Officer and Corporal Specialty positions.

1. The Union shall be consulted with regard to the establishment of new qualifications and new eligibility factors to be used prior to the establishment of a Qualification Board; however, final decision with respect to such matters shall remain with the Sheriff.

2. The Union shall be permitted to have one (1) observer present at the Qualification Board. The Union shall submit a list of persons who shall act as observers and the observer shall take no part in the oral examination whatsoever.

- B. Specialty positions shall be filled by an officer appearing before a Qualification Board and attaining a passing score. All officers requesting an interview before a Qualification Board shall be allowed to appear providing the officer meets the minimum qualifications established by the Board. Said qualifications shall be itemized on the Departmental posting.

- C. Once an employee is transferred into a specialty position, the employee may be transferred out of said position at the discretion of the Sheriff.

Section 5 - New Units

In the event the Sheriff creates a new unit, the Sheriff shall decide whether or not the job assignments within said unit will be filled by bid, Qualification Board or discretion.

Section 6 - Temporary Transfers

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

Section 7 - Lateral Transfers

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

Section 8 - Appeals

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

ARTICLE 15 - PROMOTIONS

Section 1.

The preparation and administration of promotional examinations shall be by the Personnel Division in accordance with the provisions of this Agreement and the Manual of Personnel Procedures. It is further agreed that the examinations for the classification of Police Sergeant and Detective shall be validated as being job related prior to their use.

Section 2.

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

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

Section 3.

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

- A. Written Examination.....75 points
- B. Experience* and History.....20 points
- C. Higher Education.....5 points
(1.25 points per 30 college semester hours)

*Experience in a police classification within the Department will only be considered. 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 Department of Personnel/Human Resources so that they will not deduct points. The Union has a record of all these instances.

Section 4.

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

Section 5.

- A. Veteran's preference or disabled veteran's preference shall not be used as a factor in departmental promotional examinations.
- B. Promotional examinations shall be given during calendar year 1990. All promotional lists, beginning with the lists established in 1990, shall be in effect for twenty-four (24) months, and must be replaced thereafter every twenty-four months by a new promotional list.

- C. Except as otherwise provided for in this Article, all positions of Police Sergeant and Detective shall be filled by promotion of a member of the Bargaining Unit from the appropriate promotional eligibility list. Provisions of the Civil Service Manual of Personnel Procedures 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 Personnel Division 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 County's Personnel Division.
- G. A member shall not have their name removed from a promotional eligibility list except by termination of employment, or for not more than ninety (90) days by Trial Board Decision.
- H. Except as otherwise provided for in this Article, the Sheriff must promote, appoint, and certify the highest person on the promotional eligibility list in existence at the time a vacancy is declared to exist by the Director of Personnel/Human Resources.
- I. All temporary positions shall be filled from an existing promotional eligibility list.
- J. A member may waive certification of their right to promotion.

Section 6.

- A. There shall be an Appeal Board appointed by the County's Personnel Division to consider appeals on promotional ratings awarded pursuant to Section 3 of this Article.

B. Within thirty (30) calendar days of the release of test results, a member may appeal their promotional ratings to Civil Service for the following reasons:

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

Section 7.

A. Corporal

- (1) Upon completion of fifteen (15) years of continuous service as a Police Officer in the Sheriff's Department, a Police Officer shall be automatically promoted to the rank of Corporal.
- (2) 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

Section 1.

- 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. A member shall not be assigned split leave days.
- B. A member shall be entitled to a meal period of not less than thirty (30) minutes during his 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. The provisions of Rule 12, Section 3 of the Manual of Personnel Procedures shall not apply to the members of the Bargaining Unit during the life of this Agreement.

Section 2.

- A. Members required by the Sheriff or his designated representative to remain in the jail for lunch periods shall be furnished an adequate meal prepared by the food service department during the lunch period in lieu of leaving the jail premises for this purpose during their assigned work shift.
- B. The Employer expressly agrees to provide a suitable lunch room facility for the use of members assigned to the Old County Jail and the Andrew C. Baird Detention Facility during their regular work shifts.

ARTICLE 17 - OVERTIME

Section 1.

- A. Time and one-half the member's regular hourly rate of pay shall be paid for work performed under the following conditions:
- (1) All hours of work in excess of eight (8) hours in any one (1) day.
 - (2) All hours of work in excess of forty (40) hours worked in any one (1) work week, except as noted in Section 2,
 - (3) All hours of work on the sixth (6th) day worked of the work week.

Section 2.

- A. Double time the member's regular hourly rate of pay for all work performed on the seventh (7th) day worked of the work week providing the member has worked the preceding leave day.

Section 3.

- A. An officer's assigned work hours shall not be changed once the monthly 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 day notice to the officer by his/her Divisional Commander.
- B. A member's regularly scheduled off day shall not be changed for the purpose of avoiding the payment of overtime.
- C. A member claiming overtime pay under two (2) or more provisions of this Agreement shall receive only the greater of these benefits.

Section 4.

- A. For ten (10) days prior to the start of a new schedule each month, the Chief Steward will post an overtime Division Roster sheet. Officers desiring voluntary overtime assignments within the Division, in the following month 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 month. 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 3 x 5 cards. These cards will be separated into shift(s) and specialty job assignments and then placed in seniority order. Only from these cards 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 monthly schedule, the Divisional Chief Steward will supply the Division Commander, or a designated representative, with the overtime cards and the 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 (*). (**) indicates a position which requires one experienced officer assigned.

AIRPORT DIVISION

Airport Security
 *Detective Unit
 *K-9 Officers
 *Communications

*Airport Special
 Services
 *Bomb Unit

ANDREW C. BAIRD DETENTION FACILITY

Security and Service
 *Inmate Property/Bonds

**Master Control

OLD JAIL FACILITY

Security and Service

CIRCUIT COURT DIVISION/PROBATE COURT

*Court Transfer Crew
 *Friend of the Court Enforcement
 Court Room Security

*Civil Process
 *Felony Warrant Unit

PROBATE COURT/JUVENILE COURT DIVISION

Juvenile Court
Youth Home

FIELD SERVICES DIVISION

*Secondary Roads
O.U.I.L. Squad
Detective Unit
*Identification Bureau
*Alternative Work Force

*Communications Unit
Marine Enforcement
Park Patrol
*Mounted Unit

DSS BURTON CENTER

Security

EXECUTIVE DIVISION

*Executive Staff
*Computer Staff
*Internal Affairs
*DEA
*Police Property
*Range Officer

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.

D. 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 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 card. The cards will not rotate.
 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.
- E. 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 (D) 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 card. The cards will not rotate.
- F. In the event an overtime assignment is not filled under the provisions of D and E above, the Shift Commanders will order the officers to work the overtime assignment in accordance with Section 4 A 2 above.

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

Section 5.

- 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.

Section 6.

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.

Section 7.

- A. An officer who is not offered overtime in accordance with this Article, will not receive pay for the missed assignment, but will have his/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.
- B. Officers who are not offered the next available overtime in accordance with Section 7 A above shall be paid the appropriate rate of pay for the missed overtime.

ARTICLE 18 - EXTRA TIME PROVISIONS

Section 1.

CALL-IN TIME: A member called in for duty other than as defined in Article 18 shall be compensated at their 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 their regular shifts.

Section 2.

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

Section 3.

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

Section 1.

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 Day	3rd Monday in January
Washington's Birthday	3rd Monday in February
*Memorial Day	Last Monday in May
*Independence Day	July 4
*Labor Day	1st Monday in September
Veteran's Day	November 11
*Thanksgiving Day	4th Thursday in November
*December 24th	Day before Christmas
*December 25th	Christmas Day
*December 31	Day before New Year's Day
Great American Day	May 1

All State and National General Election Days

(*Denotes Major Holidays)

Section 2.

- 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 on 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 worked in excess of eight (8) hours. Premium pay for hours worked on such holiday 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 1 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 a employees's regularly scheduled leave day, said employee will be compensated an additional four (4) hours of straight time at their 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 scheduled days before and after a holiday, or have been granted the days off in advance.

Section 3.

All employees assigned to the Circuit Court or Recorder's Court Division shall be required to observe the day after Thanksgiving as a minor holiday in lieu of May 1st. In the event the Courts observe a holiday which is not enumerated in Section 1, the employees assigned to the Courts shall be assigned elsewhere.

Section 4.

All employees shall be given four (4) hour's time off, with pay, for Good Friday. In the event the Sheriff is unable to grant four (4) hours off on Good Friday, an employee required to work, shall be credited four (4) hours Holiday time off, which they shall be allowed to use at their discretion with a minimum of forty-eight (48) hours notice to their Commanding Officer.

Section 5.

All holidays, except as indicated in Section 4 above, shall be paid no later than the pay period following the period in which it was worked.

Section 6.

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

Section 7.

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

Section 8.

- A. Temporary and provisional employees who are not scheduled to work on the holidays designated above, shall receive no compensation for such holidays nor be allowed any equivalent time off in lieu thereof. Such employees who work on the designated holidays shall be compensated at straight time rates only for time actually worked.
- B. Temporary and provisional employees who are not scheduled to work on a holiday shall receive no compensation for the holiday nor be allowed any additional time off in lieu thereof.

ARTICLE 20 - ANNUAL LEAVE

Section 1.

- A. All full-time members shall be entitled to annual leave with pay computed at straight time rates based on the following schedules of County service, provided, however, each anniversary 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 and over, years of service.....16 hours per month

Section 2.

- A. A member shall not be entitled to use annual leave until completion of one (1) year (2,080 straight time hours) of continuous service, except in cases of injury incurred in the line of duty or under emergency situations.
- B. Annual leave in accordance with Section 4 (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 has not been requested according to the seniority provisions of this Article, may be granted upon approval of the member's Divisional Commander.

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

- D. Members who have been granted and are on annual leave shall not be recalled.

Section 3.

- A. A member 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 4 (A) of this Article is cancelled.

- B. On November 1st of each year, the payroll section for the Sheriff's Department shall audit each employee's annual leave account. All hours in excess of 120 hours shall be paid on or before January 31st of the following year.

- (1) A member, upon special request, may bank an additional 15 annual leave days upon approval of the Department Head. If approved, the member shall not have his excess annual leave time paid until the following January 31st. The approval of the Department Head shall not be unreasonably withheld. Request to bank additional annual leave time shall be made to the Department Head within a thirty (30) day period prior to November 1st of each year.
- (2) At the employee's option, said payments may be transferred to deferred compensation as approved by the Department of Management and Budget.

Section 4.

- A. Annual leave schedules shall be posted by the Sheriff in accordance with the operational requirements of the Department or Division. Annual leave schedules shall be posted in each division on September 1st for twenty (20) days to take effect October 1st, and run through March 31st, 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 a member may elect to exercise their seniority in the assignment of annual leave preference by the senior member.

- (1) A member 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 or the Divisional Commander. Members with sixteen (16) or more years seniority may use up to fifteen (15) consecutive days annual leave during June, July, and August according to Section 3 (A) above.

Section 5.

Any member eligible for the use of annual leave who is separated from service for any reason shall be compensated at the time of separation for all unused annual leave days, not to exceed the limitation, as stated in Section 3 (B) above.

Section 6.

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

ARTICLE 21 - SICK LEAVE

Section 1.

All full time members of 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; provided, however, that no sick leave credit shall be granted in any anniversary month in which the member has had less than one hundred and forty four (144) hours of straight time paid service.

- A. A member may, after six (6) months of employment, use their accumulated sick leave.
- B. (APPLICABLE TO EMPLOYEES 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 six (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 audit.

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 December 1st.

C. (APPLICABLE TO EMPLOYEES 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 they have already chosen to do so under prior contracts between the union and the employer; or
2. If they have already chosen under prior contracts, be covered by the income protection plan detailed in Article 32 entitled Long Term Disability, and be subject to the provision of Section 1B above.

A member 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 his/her anniversary date.
- E. If a member's personal doctor orders them to take a sick leave, said member shall be given a sick leave with the understanding that the member shall utilize their sick leave during such period.
- F. 1. A member, who is on extended sick leave of thirty (30) days or more, shall not be returned to work until approved by their personal doctor, and approved by the County physician; provided the member shall give four (4) working days prior written notice of their intention to return to work with a copy of the member's physician approval, and that the County physical examination must be held within four (4) days or the member, at the option of the Sheriff, shall either be returned to work or placed on the payroll without assignment pending the examination by the County physician.

2. In the event that the County physician challenges the member's fitness to return to work, the member shall not be placed on the payroll, provided that if the member disputes the County physician's findings, a grievance may be submitted at Step 4 of the grievance Article.

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

Section 2.

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

Section 3.

A. Upon separation from County service, a member shall be paid for all unused accumulated sick leave at their 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 member's accumulated sick leave payable upon the death of the member, provided the member has completed two (2) or more years of service.
- (2) One hundred percent (100%) of the member's accumulated sick leave upon retirement; however, only 75% of the member's sick leave shall be used in calculating the average final compensation for retirement credits.
- (3) Fifty percent (50%) of the member's accumulated sick leave upon separation of the member from County service for any other cause, provided that the member has completed two (2) or more years of service.
- (4) Upon recall from lay off, within the two (2) year limitation, a member shall have credited to their sick leave bank all time not previously compensated for.

Section 4.

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

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

ARTICLE 22 - PERSONAL BUSINESS LEAVE

Section 1.

- A. All full-time members, 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) anniversary year, which shall not be charged to sick leave.

Section 2.

- B. Such personal business leave days shall be used at the member's discretion to the following extent that the request shall be made to the Divisional Commander, or in his absence, the Shift Commander:
- (1) Reasonable notice for a personal business leave day is construed to be twenty-four (24) hours except for stated emergencies.
 - (2) Only in cases of emergency, the reason for the personal business leave day must be stated.
 - (3) No reason for the requested leave need be given in cases other than emergency.
 - (4) Approval of requests for personal business leave days shall not be unreasonably withheld.
 - (5) Use of personal business leave days as an adjunct to leave days or vacation days may be denied. However, approval may be granted by the Sheriff or his designated representative.
 - (6) Personal business leave days may be taken in four (4) hours minimum increments.

ARTICLE 23 - BEREAVEMENT LEAVE

Section 1.

- A. In the event of a death in the immediate family of a member 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, except if it is necessary to attend the funeral of said relative more than three hundred (300) miles from the City of Detroit, such bereavement leave shall not exceed five (5) days.
- B. The term "immediate family" as used in the above Section shall mean the member'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.
- C. A member shall notify their Appointing Authority prior to taking bereavement leave as herein provided and failure to comply may be cause for denial of such leaves.
- D. A member requesting bereavement leave may be required by the Sheriff or his representative to produce evidence to establish that the deceased person is a member of the employee's immediate family and the time and place of the funeral.
- E. 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 member is on annual leave or sick leave, such leave shall be credited to the appropriate leave bank.
- F. Members on leaves of absence without pay as defined in Article 28 (B) shall not be eligible to receive bereavement leave.
- G. A member on bereavement leave will not be called into work for any reason.

Section 2.

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

ARTICLE 24 - LEAVE FOR UNION BUSINESS

Section 1.

- A. Members 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.
- B. Members 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 designated representative.
- C. Members 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 without pay 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 - MILEAGE ALLOWANCE

Section 1.

Effective upon ratification, employees required to use their private vehicles in performance of assigned duties shall be reimbursed for actual trip mileage incurred each month. Employees shall be reimbursed at a rate of one (1) cent above American Automobile Association (AAA) published rates. This rate 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, in the publication, "Your Driving Costs".

Section 2.

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.

Section 3.

This rate shall include the factor of liability and collision insurance costs by the member in the operation of their private automobile while being used for County business. Employees shall submit evidence of no-fault automobile liability insurance coverage.

Section 4.

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 1. If the Director of Personnel/Human Resources elects to provide flat rate mileage, the rate shall be \$310.00 per month in 1990 and 1991. The rate beginning January 1992 will be \$320.00 per month.

Section 5.

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

Section 6.

Officers who are required to transport prisoners and/or conduct criminal investigations with the use of their personal vehicle, on a regular basis, will be granted flat rate mileage.

ARTICLE 26 - MATERNITY LEAVE

Section 1.

A regular or probationary employee, who becomes pregnant may apply for and be granted a leave of absence without pay before and after the expected day of delivery upon medical proof of pregnancy from her personal physician to her Divisional Commander. She may continue in her regular employment until her personal physician certifies her personal safety would be endangered through continued regular employment.

If the member desires to continue working and her physician certifies she is able to perform non-hazardous duty, the Sheriff shall make every effort to temporarily assign her to such work.

Section 2.

Having provided medical evidence of inability to work due to pregnancy, the member shall use her accumulated sick leave days prior to being placed on a leave without pay.

In addition to using her sick leave days, she may also, but not be required to, utilize all accumulated holiday and annual leave if she so desires.

If the member chooses to utilize her annual leave days and holiday time, upon expiration of all time, she will be placed on an unpaid leave of absence for maternity not to extend more than six (6) months following termination of pregnancy.

Section 3.

Upon returning from a maternity leave, the member shall be returned to her former job assignment and classification. A probationary member shall be required to complete all necessary time in accordance with Article 13.

Parental Leave

An employee may be eligible for parental leave for a period not to exceed six (6) months following the date of birth or legal adoption of a child. Employees may make requests through their department and the Department of Personnel/Human Resources according to Rule 13, Section 7 (a) (5) of the Manual of Personnel Procedures.

ARTICLE 27 - LEAVE WITH PAY

Section 1.

All members shall be granted time off with pay 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 member'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 member 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 member shall be remitted to the Employer.
 - (2) The member 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 member shall not be required to work any portion of their shift (including afternoon or midnight shift) on those days on which the member is required to serve as a juror.
 - (4) The member shall submit proof of jury service.
 - (5) A member on jury duty shall be assigned Saturday and Sunday off.
- E. Attendance at institutes or meetings when such attendance, in the opinion of the Sheriff, contributes to the betterment of the service.
 - F. Attendance at professional conferences, meetings, or institutes as delegated by the Sheriff as a duty assignment.
 - G. Attendance at State funerals, funerals of County Officials or employees, military funerals, funerals of Police Officers in nearby communities as delegated by the Sheriff.
 - H. The Sheriff with the concurrence of the Director of Personnel/Human Resources may grant time off for any other reason.
 - I. The Sheriff with the concurrence of the Director Personnel/Human Resources shall have the final authority in granting leave with pay.

ARTICLE 28 - LEAVE WITHOUT PAY

PART A

Section 1.

Members with seven (7) or more years of service in the Department may be granted a leave of absence without pay upon prior written approval by the Sheriff, not to exceed six (6) calendar months to attend a college or university related to their field of study.

Section 2.

Members may be granted a leave of absence without pay upon prior written approval by the Sheriff:

- A. Because of the physical or mental disability of the member.
- B. Because the member has been elected or appointed to a public office.

Such leave of absence shall be for a period no longer than the first term of office.

- C. Because the member is entering the unclassified or exempt services of the County of Wayne.

Such leave of absence shall be for a period no longer than four (4) years and shall not be extended.

- D. Because the member is seeking political office.

- E. Except for Section 2, Subsection C of this Article, leave without pay shall not exceed two (2) years.

Section 3.

Any member granted a leave of absence in accordance with Section 2 (A) above, shall utilize all sick and annual leave prior to the effective date of such leave.

GENERAL RULES

PART B

Section 1.

All leaves of absence must be requested in writing to the Sheriff.

Section 2.

The Sheriff shall approve or deny all requests for leaves of absence without pay. The Sheriff shall then forward the approved request to the Civil Service Division for the processing of the necessary paperwork.

Section 3.

A member returning from a leave of absence without pay shall be given a position in their formal classification as soon as a vacancy occurs.

Section 4.

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

ARTICLE 29 - MILITARY LEAVE

Section 1.

Any member 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.

Section 2.

- A. The member must advise the Sheriff, in writing, within ninety (90) days from the date of release from active duty of their intent to be returned to their former classification.
- B. If the period of military service is longer than a six (6) month duration, the returning member 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; provided, however, that so far as practical, any member returning with disabilities shall be placed in such employment as the Sheriff or the County of Wayne shall deem suitable under the circumstances.

Section 3.

Upon returning from military service, the member:

- A. Shall be reinstated as though they had not been on military leave.
- B. Shall have the same status as they had prior to the beginning of their military leave.
- C. Shall take such examinations as they would have been required to take had they 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; provided, however, that such credits shall not exceed a two (2) year period immediately following the beginning date of their military leave. Such annual leave credits may be used or paid only if the member returned to the Sheriff's Department and completes three (3) calendar months of additional service.

Section 4.

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

Section 5.

- A. All members 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; provided, however, such time-off shall be granted only to members who have had six (6) months or more continuous employment at the start of such military service.
- B. All members 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 member during such time-off shall be the difference between their regular pay rate and the total amount of compensation less any and all allowances, received by the member for such military training.

ARTICLE 30 - UNIFORM, CLOTHING AND EQUIPMENT ALLOWANCE

Section 1.

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

Section 2.

A. The following uniform items shall be deemed as standard uniform and issued to all Academy Trained Police Officer members in the Department who have not previously received each item. Upon successfully completing the Academy, the member shall receive the following uniform items. All clothing items shall be of new issue.

- 1 FELT STETSON STYLE HAT
- 1 STRAW STETSON STYLE HAT
- 1 WINTER FUR CAP
- RAIN COVERS FOR ABOVE
- 5 UNIFORM TROUSERS
- 5 LONG SLEEVE SHIRTS
- 5 SHORT SLEEVE SHIRTS
- 1 3/4 JACKET
- 1 QUILTED VEST
- 1 BADGE
- 1 CAP SHIELD
- 1 COLLAR BRASS (SET)
- 1 LIGHTWEIGHT JACKET
- 1 RAINCOAT
- 3 TIES
- 1 BLACK BASKETWEAVE LEATHER (COMPLETE SET)
- 1 BLACK MILITARY SHOES (PAIR)
- 1 BLACK GLOVES (PAIR)
- 1 POLICE TYPE TIE CLASP
- 1 NAME PLATE
- 1 WHISTLE W/CHAIN
- 1 BELT
- 1 HANDCUFFS (SET)
- 1 .357 REVOLVER

B. The .357 caliber revolver shall be issued after attrition of present issue due to wear and tear of present revolvers and after depletion of present stock of .38 caliber revolvers and upon approval of the Sheriff.

- C. The following uniform items shall be deemed as standard uniform and issued to all non-Academy trained Police Officers in the Department 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 3/4 LENGTH JACKET
- 1 LIGHTWEIGHT JACKET
- 1 QUILTED VEST
- 1 PAIR GLOVES
- 1 BELT

- D. 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 cannon)
 - c. Assorted Screwdrivers
 - d. Assorted Pliers
 - e. Assorted Clamps
 - f. Tape (nylon-filament, electrical vinyl and fabric)
 - g. Hacksaw
 - h. Diagonal Cutters
 - i. Parachute Cord 300'
 - j. Grappling/Treble Hooks
5. Paging Beepers
6. Up-to-date Explosive Manuals and Training Brochures
7. Up-to-date Hazardous Chemical Manuals

Section 3.

- A. Upon entry into the Department, each member shall be furnished all other uniform items in accordance with specifications and standards as determined by the Sheriff to be required in the performance of the job function.

- B. If a member requests a transfer to a different position in accordance with the provisions of this Agreement, their transfer shall not be delayed or denied due to the non-availability of uniform and equipment as determined by the Sheriff to be required in the performance of the job function. The Sheriff shall maintain a sufficient inventory to properly uniform and equip a member promoted or transferred, and shall have available for issue all necessary items and equipment required in riot duty, or other emergency situations, in which the member may be directed to participate.
- C. If the basic clothing provided by the Employer is changed in type, color or style by order of the Sheriff, the Employer will bear any replacement costs.
- D. A member whose employment is terminated shall return all uniform and equipment items furnished by the County to the Sheriff's Department within seven (7) days of termination, excluding retiring members as specified in Sections 4 and 5 of this Article.

Section 4.

A member, upon retirement, shall return to the Department Stock Room the following items: Riot Helmet, complete set of Leather, Night Stick, Badge, Cap Shield, Handcuffs, and Service Revolver. Other items of issue need not be returned, but the member may be required to present them upon demand prior to final clearance.

Section 5.

A member shall be allowed to buy their service Revolver for Twenty-Five (\$25.00) dollars upon retirement from the Department, unless denied for cause.

Section 6.

Articles of personal apparel damaged or destroyed during the course of a member's assigned performance of duty or in the performance of police duty as determined by the Sheriff shall be repaired or replaced at the expense of the Employer.

Section 7.

- A. An annual uniform allowance in the amount of Six Hundred (\$600.00) Dollars for Academy trained Police Officers and Three Hundred (\$300.00) Dollars for non Academy trained Police Officers shall be allocated for each member 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.

- B. New employees shall receive a pro-rated uniform allowance if they have six (6) or more months of employment on March 1st of their first year of employment, i.e., one to six months = no payment, seven months = 7/12 of \$300.00.
- C. An annual clothing allowance in the amount of Four Hundred (\$400.00) Dollars 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 their clothing in accordance with the standards established by the Sheriff.

Section 8.

The monies allocated for each member in Section 7(A) above shall be paid in the amount of Three Hundred Fifty (\$350.00) Dollars for each Academy trained Police Officer and Three Hundred (\$300.00) Dollars 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 (\$250.00) Dollars for Academy trained Police Officers as a uniform replacement fund to replace uniform equipment as listed in Section 2(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 Sheriff, and one (1) representative of the employer, by voucher, as furnished by the member and approved by the Sheriff.

Section 9.

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

Section 10.

In addition to the allowance paid under the provisions set forth in Section 7 above, an additional allowance of Three Hundred Fifty (\$350.00) Dollars 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.

Section 11.

All full time members of the Bargaining Unit who are Academy trained shall, upon qualifying annually with their duty weapon, be paid a qualifying allowance of Four Hundred (\$400.00) Dollars on or before May 1st annually. Members who qualify as Expert shall be paid an additional Fifty (\$50.00) Dollars, and members who qualify as Master shall be paid an additional Fifty (\$50.00) Dollars.

ARTICLE 31 - INSURANCE PROGRAMS

Section 1 - Health Insurance

- A. The Employer, shall pay the full premium for hospital-medical insurance for each full-time member and their legal dependents. The insurance provided shall be Blue Cross-Blue Shield (MVF-II, Ward Service), with prescription rider, \$2.00 deductible, and shall further provide Equitable's Major Medical Benefits (or an equivalent program), or at the member's option, shall pay the full premium costs for a Health Maintenance Organization (HMO) plan of the member's choice as selected from the HMO plans approved by Risk Management.
- B. In the event of the death of a member resulting from the performance of their duties, the Employer shall pay the full premium cost of such hospital-medical or dental benefits for their surviving legal dependents as provided by the existing policies. Eligible dependents shall be defined as unmarried children up to age 19 of the member by birth or legal adoption or the spouse of the member until date of remarriage.

Section 2 - Optical Program

- A. Eligible members and their dependents who have not used optical benefits during the last two (2) years may obtain optical services from any licensed optometrist, optician, or ophthalmologist not more frequently than every two (2) years, and receive the maximum reimbursement allowed by the Employer. This section shall not apply to members participating in approved HMO Plans having optical benefits.
- B. Under the Plan, the following steps are required:
- (1) Contact the Sheriff'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 Sheriff's Personnel Division.
- C. Employees, and qualified dependents, shall be entitled up to a maximum of Eighty (\$80.00) dollars every two (2) years.

Section 3 - Life Insurance

- A. The Employer shall pay the full premium cost of Twenty-Five Thousand (\$25,000.00) dollars for life insurance for each member.
- 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.
 - (1) Said supplemental group term insurance shall be based on total wages earned by the member 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 member's account.

Section 4 - Extended Insurance Benefits

- A. Whenever a member is on an approved leave of absence because of illness and has exhausted their accumulated sick leave, the Employer shall continue to pay the full cost of hospital-medical insurance and basic life insurance as provided by the Employer, for a period not to exceed six (6) months following termination of sick leave pay, provided however, the member shall have four (4) continuous years of County service.

Section 5 - Dental Insurance

- A. The Employer agrees to pay the full premium cost for the existing dental insurance program.

Section 6 - Bomb Squad Insurance

- A. The Employer shall pay the full premium for Fifty Thousand (\$50,000.00) of life and dismemberment insurance for members assigned to the bomb squad detail who actually handle potentially explosive devices, and the canine unit members.

Section 7 - Pre-Paid Legal Plan

- A. The County shall contribute Two (\$2.00) dollars monthly per member 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.

Section 8.

Any employee who is killed in the line of duty shall have his or her County provided life insurance doubled.

Section 9.

Employees hired on or after the effective date of this Agreement shall not be eligible for any Insurance Benefits, except for medical insurance as detailed below, under this Article until they have completed their probationary period.

The Employer will, however, provide the probationary employee with an HMO medical insurance plan once the employee completes ninety (90) days of employment with the County.

Section 10.

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

ARTICLE 32 - LONG TERM DISABILITY

Section 1.

- 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 1c shall be covered by a long term disability income protection plan which pays a member 60% of regular annual pay rate or a maximum of \$1,600 monthly, whichever is less. A member qualifies for this protection after sixty (60) calendar days of illness or disability. The member receives benefits under the terms and conditions of "Long Term Disability Income Benefit Plan" as may be amended. Payment of benefits will be made in accordance with the approved "Long Term Disability Income Benefit Plan".

Members will qualify for this income protection plan after sixty (60) calendar days of illness or disability which is not duty related. Disputes as to the members' medical condition must first be described in writing by the members' medical doctor and submitted to the Director of Risk Management. Risk Management may then refer the members' claim to a rehabilitation specialist who will then contact the members' medical doctor, the County's medical doctor and the member in an attempt to resolve the dispute. If the dispute as to the members' medical condition cannot be resolved by the rehabilitation specialist, the dispute as to the members' medical condition shall be decided by a neutral third party medical doctor jointly selected by the parties and the decision of the neutral third party medical doctor shall be binding on the Union, the employer, and the member as respects the particular medical dispute at that particular point in time. Each party recognizes that medical conditions change with time and that the employer may request additional medical examinations and that the member may file additional claims for long term disability income benefits.

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

Hospital medical benefits will continue on long term disability for up to two (2) years for employees with less than ten (10) years of seniority and up to four (4) years for employees with ten (10) or more years of seniority.

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

The plan design shall be the program established July 1, 1984 by the County of Wayne subject to subsequent amendments by the County of Wayne to this agreement. However, any changes to the current plan pertaining to the level, qualification waiting period or duration of benefits will be by mutual agreement.

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

Benefits for disabilities resulting from the mental or nervous disorders which are caused by or contribute to alcoholism and chemical dependency will be for no more than twelve (12) months or a period equal to the length of service prior to disability, whichever is lesser.

B. The following defines the methodology for calculation of long term disability benefits for the purpose of payment:

1. Monthly salary shall mean the regular annual pay rate of any employee divided by twelve (12).
2. The monthly maximum benefits will be \$1,600.
3. Benefit level monthly is either 60% of gross monthly salary or the \$1,600 monthly maximum, which ever is less.
4. Daily rate is calculated by multiplying the benefit level monthly x 12 divided by 365. Eligible employees will be paid benefits on a seven (7) day week subject to the term and conditions of the plan using the daily rate.

ARTICLE 33 - WORKER'S COMPENSATION

Section 1.

- A. The Supplemental Pay program for disabled workers as adopted by Resolution on August 22, 1967, is hereby rescinded. All Claims established prior to the date of this Agreement shall be processed in the previously established manner. However, upon ratification of this agreement claims established prior to this agreement shall be subject to the following:
1. The Director of Personnel/Human Resources may submit the application of any person to the Wayne County Employees' Retirement Board of Trustees for consideration for duty disability retirement, pursuant to Section 17 through 19 of the Wayne County Retirement Ordinance, if the following conditions are applicable:
 - a. The member has a permanent or chronic physical or mental ailment or defect which incapacitates him or her for the proper performance of the duties of his or her position as determined by the Medical Director of the Wayne County Retirement System;
 - b. The member has received worker's compensation benefits for three (3) years.
 2. Those officers who do not qualify for disability retirement shall continue to receive supplemental pay in an amount when combined with the statutorily required Worker's Compensation Benefit, not to exceed a total of one hundred percent (100%) of the regular after-tax rate of pay.
- B.
1. Worker's Compensation shall be paid in accordance with the qualification period established by state law in effect as of January 30, 1990.
 2. An officer injured and placed on worker's compensation after ratification of this agreement shall receive supplemental pay, which may be received as supplemental payroll or may, in the case of a disability due to a motor vehicle accident, be received as motor vehicle no fault wage loss benefits, in an amount when combined with the statutorily required Worker's 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 filing claims and receiving Worker's Compensation, shall earn annual leave for three (3) years. All officers receiving Worker's Compensation shall be paid off excess annual leave in accordance with Article 20 of this Agreement.
- D. An officer who is separated from County service and is receiving Worker's Compensation as provided above, shall not be paid for annual leave in excess of the two (2) year limitation.
- E. 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 Worker's Compensation but not to exceed four (4) years. Risk Management may review the officer's illness for special consideration.
- F. 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 XXX, 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.
- G. Employees who are not working due to an on the job injury and collecting benefits under this Article will be paid their weapon qualifying allowance on the date required and under the provisions of Article XXX, Section 11. However, the party recognizes that the Sheriff has the sole authority over the gun range facilities, therefore when a member is not working due to an on the job injury and collecting benefits under this Article, such member shall not be allowed to qualify until he/she has returned to full time duty.
- H. Upon returning to work; if physically able, an officer shall be restored to their former classification.
- I. During the period an officer is on Worker's Compensation and drawing supplemental pay, Union dues shall be deducted from their supplemental pay.
- J. The Employer may assign duties to an officer who is placed in a Worker's 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 Worker's Compensation pay. Employees returned to work in accordance with this paragraph will be entitled to their life insurance, medical, dental and optical benefits.

- K. 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 Worker's Compensation pay on a dollar-for-dollar basis.
- 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.
- L. All officers on Worker's 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 score.
- M. The Employer shall grant full medical benefits to an officer injured as the result of a physical assault in the performance of his/her duties.
- N. An employee who is removed from the roll for disability reasons and is under the Defined Contribution Plan will be entitled to medical retirement benefits for the life of this Agreement.

ARTICLE 34 - TUITION AND SEMINAR REIMBURSEMENT

Section 1 - 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.

Section 2 - Amount of Reimbursement

The refund will be one hundred percent (100%) of actual tuition but not more than five hundred dollars (\$500.00) per fiscal year. Refund payments will not include the cost of books, supplies or equipment. More than two (2) college courses per term will be approved only under circumstances acceptable to the Employer.

Section 3 - 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. At least two weeks before the training or class is scheduled to begin, the employee must submit the completed application in triplicate to the Department of Personnel/Human Resources.
- C. After the employee's application is reviewed by the Department of Personnel/Human Resources, the employee will be informed of the Department's decision.
- D. If an employee withdraws, substitutes, or for any reason does not successfully complete the approved course(s), the employee should immediately inform the Department of Personnel/Human Resources.

Section 4 - 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 reimbursable.
 2. Successfully completes their 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 30 days after the end of the school term;

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.

Section 5 - Eligibility - Professional Seminars and Conferences

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

- A. Application must be made to the Department of Personnel/Human Resources by means of an application completed by the employee and approved by the department head, indicating the specifics of the seminar or conference (cost, when and where held, who it to attend, and relationship to employee's present job).

These seminars or conferences must be designed to contribute to one's professional competence in performing his/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 and supplies, meals, traveling cost, hotels, etc. This program covers seminar or conference registration fees only, except where other refunds are authorized by clear contractual language.

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.

ARTICLE 35 - ACADEMY

- A. No Police Training Academy shall be provided by the Employer during the calendar year 1990.
- B. The Employer shall provide an opportunity to all employees hired prior to the ratification of this Agreement to enroll in the Police Training Academy by November 30, 1993.
- C. Employees hired after the ratification of this Agreement shall be enrolled in the Police Training Academy as needed by the Employer.
- D. If an employee fails to successfully pass the Police Training Academy, the employee shall not be allowed to apply for the Academy until two (2) years have elapsed from his/her date of failure.

ARTICLE 36 - HEALTH AND SAFETY

Section 1.

- A. The Employer and the Sheriff shall have the sole responsibility to maintain all equipment in a safe operating condition when furnished by the Employer for use by the member in the performance of their assigned duties.
- B. In the event a member shall claim the equipment furnished by the Employer is unsafe for use in the performance of their assigned duties, the member shall be required to report the alleged equipment defect to the immediate attention of their Commanding Officer or Division Commander in writing, with a copy to their Union Steward.
- C. If the reported complaint is not satisfactorily resolved by the Command Officer or Division Commander, the member may exercise their right of direct recourse to the grievance procedure as provided by this Agreement.
- D. A Safety Committee, comprised of three (3) members of the Local Union and three members representing the employer, one of which shall be the Risk Management Division Safety Director or his/her designee, shall be established for the purpose of conducting regular monthly meetings in order to discuss and recommend safety procedures.

Section 2.

All members using their own vehicles on a regular basis in law enforcement operations, including the service of process, shall be furnished with a departmental radio.

Section 3.

All grievances and disagreements related to this Article shall be instituted at Step 3 of the grievance procedure.

Section 4.

The employer shall provide all food service workers, trustees, and other persons working in the kitchen and dining areas handling food, sanitary gloves and hats that must be worn while processing or serving food.

Section 5.

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

Section 6.

Issues of health and safety may be the subject of a Special Conference as provided for in Article 10.

ARTICLE 37 - RETIREMENT

<u>Section</u>	<u>Description</u>
1.	Retirement Option-Purchase of Military Service
2.	Defined Benefit Plan No. 1 (DBP-No. 1)
3.	Defined Benefit Plan No. 2 (DBP-No. 2)
4.	Defined Benefit Plan No. 3 (DBP-No. 3)
5.	Defined Contribution Plan No. 4 (DCP-No. 4)
6.	Retirement Option - Vested Employee
7.	Retirement Option - Non-Vested Employee
8.	New Employees
9.	Supplemental Retirement
10.	General Provisions
11.	Summary of Plans & Options
12.	Early Retirement
13.	Disability Retirement
14.	Purchase of Layoff Time

Section 1 - Retirement Option - 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 member's first employment with the County.

Section 2 - Defined Benefit Plan No. 1 (DBP-No.1)

- A. The detailed provisions of the Wayne County Employee's Retirement System shall control except where changed or amended below.
- B. Applicable to full-time members of Local 502 employed by the County of Wayne PRIOR to October 1, 1983.
- C. The Employer shall pay the member's cost for the increase in retirement benefits in accordance with the July 31, 1972, Act 312 Award.
- D. Normal Retirement shall mean twenty-five (25) years of credited service without any age requirement.
- E. A member's contribution to the Retirement System shall be 3.67% of the first \$13,500 of their annual compensation, and 5.67% of their annual compensation in excess of the \$13,500, to be deducted from the biweekly payroll.
- F. The Employer shall contribute to the Retirement System an amount equal to two percent (2%) of each member's annual compensation up to a maximum of \$13,500, and in addition thereto, the amounts required to actuarially fund the Retirement System.
- G. Average Final Compensation shall be equal to the average of the five (5) highest years of compensation while a member of the system.

Section 3 - Defined Benefit Plan No. 2 (DBP-No.2)

The Defined Benefit Plan No. 2 is one of two (2) retirement plan options afforded to employees hired ON OR AFTER January 1, 1986. The other option is Defined Contribution Plan No. 4. See Section 8 (New Employees).

- 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 service at age 65.
- B. A service Credit equals one (1) year (2080 hours). No more than one (1) year of service credit may be earned in any one (1) calendar year.
- C. 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.
- 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. 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. No member contribution.

Section 4 - Defined Benefit Plan No. 3 (DBP. No. 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 service at age 65.
- C. A Service Credit equals one (1) year (2080 hours). No more than one (1) year of service credit may be earned in any one (1) calendar year.

- D. 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.
- E. 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.
- F. Vesting shall occur after eight (8) years to equal the accrued service retirement benefit, and payable only upon meeting eligibility for service retirement.
- G. No retirement benefit for duty/non-duty disability. The member shall be covered by the Employer's Long Term Disability policy.
- H. In the event of a member's death in the line of duty, the member's survivor(s) shall receive one hundred percent (100%) joint and survivor retirement benefits equal to the member's accrued service retirement pension, with additional service credit to age 60. No age or service requirements applies.
- I. In the event of a member's death not in the line of duty, the member's survivor(s) shall receive one hundred percent (100%) joint and survivor retirement benefits equal to the member's accrued service retirement pension. Eligibility is limited to members with ten (10) or more years of service.
- J. Member's contribution shall equal three percent (3%) of total compensation.
- K. Members in Defined Benefit Plan No. 3 may elect one of the following options:
1. Transfer to Defined Benefit Plan No. 2 and receive a refund of all contributions, plus a fifty percent (50%) bonus made to date. Service earned in Defined Benefit Plan No. 3 shall be transferred entirely to Defined Benefit Plan No. 2.
 2. Transfer to Defined Contribution Plan No. 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 No. 3, the Employer shall match the non-refundable contributions \$4.00 for every \$1.00 the employee contributes.

Section 5 - Defined Contribution Plan No. 4 (DCP-No. 4)

The Contribution Plan No. 4 is one of two (2) retirement plan options afforded to employees hired ON OR AFTER March 31, 1986. The other option is Defined Benefit Plan No. 2. See Section 8 (New Employees).

- A. A Defined Contribution Retirement Savings Plan shall be established with the Wayne County Employee's Retirement System.
- B. All Bargaining Unit Members who elect the Defined Contribution Plan shall contribute no less than one percent (1%) nor more than two and one half (2.5%) of gross wages to the plan.
- C. The Employer shall contribute \$4.00 for each \$1.00 the member contributes.
- D. The maximum combined yearly contribution by member and employer may equal but shall not exceed \$7,500.00.
- E. Vesting in the Defined Contribution Plan shall occur as follows:
 - 1. A member with less than three (3) years of total County credited service who voluntarily terminates employment shall be permitted to withdraw only the member's contribution from the Defined Contribution Plan, plus earnings on those withdrawable contributions, if any.
 - 2. After three (3) years of total County credited service or upon involuntary termination of employment other than for cause, the member shall be permitted to withdraw both the member and Employer contributions, plus earnings, if any.
- F. The funds deposited with the Retirement System as contributions to the Defined Contribution Plan shall be invested as specified by the Retirement Ordinance.
- G. Distribution of the funds from the Defined Contribution Plan shall be in accordance with the prevailing rules and regulations of the Internal Revenue Service and the Retirement Ordinance.

Section 6 - Retirement Option - Vested Employee

A member of the Defined Benefit Plan No. 1 who has vested pension benefits may exercise one of the following options:

- A. Remain in DBP-No. 1.
- B. Transfer to the Defined Benefit Plan No. 2. Upon election of such transfer:
 - 1. The employee shall be credited with the same number of years and months of credited service in the Defined Benefit Plan No. 2 that the member had in the Defined Benefit Plan No. 1; and,
 - 2. Receive a refund of the member's accumulated contributions; and,
 - 3. Receive a payment of a bonus from the Reserve for Employer Contributions equal to 50% of the members accumulated contributions. The bonus amount shall be distributed in accordance with IRS regulations.
- C. Withdraw accumulated contributions from the Defined Benefit Plan No. 1. Upon this election the member shall relinquish all vested benefits and receive a bonus matching payment of \$2.00 for each \$1.00 contributed to the Defined Contribution Plan No. 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 7 (D) above.

The bonus matching payments shall be in addition to the regular Employer contributions as provided in Section 7 (Defined Contribution Plan).

- D. Freeze vested benefits in either the Defined Benefit Plan No. 1 or the Defined Benefit Plan No. 2 and opt for the Defined Contribution Plan detailed in Section 7 above.

Section 7 - Retirement Option - Non-Vested Employee

An employee who is not vested in the Defined Benefits Plan No. 1 may elect any one of the following options:

- A. Continue in Defined Benefit Plan No. 1.
- B. Withdraw member's accumulated contributions plus interest from the Defined Benefit Plan No. 1 and elect the Defined Contribution Plan No. 4.

An employee who elects to withdraw from the Defined Benefits Plan No. 1 to the Defined Contribution Plan No. 4 shall receive a bonus matching payment of \$2.00 for each \$1.00 contributed for a period of years and months equal to the years and months of retirement credited service before withdrawal. Such bonus payments shall be in addition to the regular Employer payments provided for in Section 5. The bonus payment may exceed the \$7,500 limit specified in Section 5 (D).

- C. The member may transfer service credits from the Defined Benefit Plan No. 1 to the Defined Benefit Plan No. 2. Upon election of such transfer, the employee shall be credited with the same number of years and months of credited service in the Defined Benefit Plan No. 2 that the member had in Defined Benefit Plan No. 1 and receive a refund of the members accumulated contributions and payment of a bonus from the Reserve for Employer Contributions equal to 50% of the member's accumulated contributions. The bonus amount shall be distributed in accordance with IRS regulations.

Section 8 - New Employees

A member hired ON OR AFTER March 31, 1986, shall be eligible for either the Defined Benefit Plan No. 2 or the Defined Contribution Plan No. 4.

Section 9 - Supplemental Retirement

- A. The Employer shall offer to any member a number of supplemental retirement programs by which the member shall be allowed to reduce their wages in order to be eligible for said supplemental retirement program.
- B. The Union shall notify the Employer as to which company shall be used as the carrier and/or broker for this program, which shall be offered by way of payroll deduction.
- C. If the County adopts a Deferred Compensation Program that would be more beneficial to Local 502 members, the Union shall have the option to remain in the current plan or adopt the new plan.

Section 10 - General Provisions

- A. Once an employee has elected to withdraw from the Defined Benefits Plan No. 1, that employee may not return.

Once an employee has elected to withdraw from Defined Benefits Plan No. 2, that employee may not return.

Once an employee has elected to withdraw from Defined Benefits Plan No. 3, that employee may not return.

Once the employee has opted for the Defined Contribution Plan No. 4, that employee may not opt for a Defined Benefit Plan.

- B. Each employee shall participate in one of the Defined Benefit Plans or the Defined Contribution Plan. While the method of providing for retirement savings is optional, a retirement savings plan is mandatory.
- C. Employees electing Defined Contribution Plan No. 4 are required to make a minimum contribution equal to 1% of base salary and not to exceed 2.5% of base salary.
- D. "Retirement" for employees who have elected the Defined Contribution Option shall mean leaving County service after having met the age and service requirements specified in the Defined Benefits Plan No. 2, namely:

- Age 55 with 25 years of service;
- Age 60 with 20 years of service;
- Age 65 with 8 years of service,

with one (1) year of service equal to 2080 straight time hours. Retirement shall also mean retirement with disability after eight (8) years of service in the Defined Contribution Plan No. 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 member 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.

- E. The Internal Revenue Code requires that the "present value" of employees pension benefits be preserved whenever a pension plan is changed. "Present value" of a pension is the amount of reserves necessary to pay the currently earned pension when it comes due in the future. For those electing to "freeze" benefits under Section 6, the preservation of "present value" is automatic.

For those electing to transfer under Section 6, on the date of the transfer, the present value of the withdrawn contributions, the 50% bonus and the pension benefits in the Defined Benefits Plan No. 2, shall be at least equal to the "present value" of the earned pension in Defined Benefits Plan No. 1.

For those electing the bonus matching options under Sections 6 and 7, on the date of transfer, the present value of the withdrawn contributions and of the bonus matching payments, shall be at least equal to the present value of the earned pension in Defined Benefits Plan No. 1.

- F. The present value of the survivors' benefits at the point of electing an option under Section 6 or 7 of this Article shall be preserved.

For those electing to freeze benefits under Section 6, the survivor's benefit shall also be frozen.

For those electing to transfer under Sections 6 and 7, the value of the survivor's benefit in the Defined Benefits Plan No. 2 plus the amount of the withdrawn contributions and the 50% bonus shall be at least equal to the present value of the survivor benefit in Defined Benefits Plan No. 1.

- G. The Employer retains the right to place an employee into non-duty disability status under the same terms and conditions as now apply to the Defined Benefits Plan No. 1 or in the Defined Contribution Plan No. 4.

Section 11 - Summary of Plans and Options

- A. Employees hired before October 1, 1983:

1. May stay in current retirement plan (No. 1);
2. May freeze or withdraw from the current retirement plan (No. 1) and transfer into Defined Benefit Plan No. 2 or Defined Contribution Plan No. 4. If the member freezes, he/she will not receive a bonus (50% of accumulated retirement contributions including interest). If the member withdraws, the member will receive all accumulated contributions including a fifty percent (50%) additional bonus.

- B. Employees hired from October 1, 1983 through March 30, 1986:

1. Stay in current plan (No. 3);
2. May withdraw from the current retirement plan and transfer into Defined Benefit Plan No. 2 or Defined Contribution Plan No. 4 and receive accumulated retirement contributions to date;

- C. Employees hired on or after March 31, 1986:

Must opt to be covered by either the Defined Benefit Plan No. 2 or Defined Contribution Plan No. 4.

- D. General provisions all employees:

1. Must be in some retirement plan;
2. May not return to a previous retirement plan once the member elects to withdraw.

Section 12 - Early Retirement

- A. All employees who have twenty (20) years or more of credited service in the Retirement System may elect to accept early retirement regardless of age, provided said election is made on or before November 30, 1993.
- B. A member of the bargaining unit may purchase up to three (3) years of additional credited service to attain the twenty (20) years of credited service at the full actuarial cost. Purchase shall be in one (1) month units. Twelve (12) months shall be purchased in order to receive a full year of credited service.
- C. At least fifty percent (50%) of the amount due shall be paid to the Retirement System upon election of this purchase arrangement. The balance of the payment, if any, shall be deducted in equal monthly installments from the retirement checks over a period of three (3) years. The interest rate on the balance shall be established by the Retirement Board, but it shall not be less than the rate of interest paid on one (1) year Treasury bills at time of election. No prepayment shall be permitted.
- D. Members retiring after electing to pay under Section C above shall not be eligible for group health benefits as provided to other retirants until the entire payment is made..

Section 13 - Disability Retirement

The provisions of the Wayne County Retirement Ordinance shall apply.

In addition to the general requirements of Section 17.01 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.

Section 14 - Purchase of Layoff Time

For a period beginning with the date this Agreement is approved by the Wayne County Commission, 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.

ARTICLE 38 - ECONOMIC IMPROVEMENTS

Section 1 - Special Skill Positions

- A. The following special skill positions shall receive Seven Hundred (\$700.00) Dollars 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 (\$1,000.00) Dollars greater than their base rate while working in this capacity.

Section 2 - Rates of Compensation

- A. Effective January 1, 1990, the following rates shall apply to members employed at the time of the signing of this Agreement, rates shall increase in accordance with the scale below effective the first full pay period following January 1, of each succeeding year of the Agreement as indicated:

Current	1990	1991	1992	1993
\$15,060	\$18,000	\$20,000	\$22,500	\$25,300
\$15,715	\$18,700	\$20,400	\$22,500	\$25,300
\$16,370	\$19,300	\$22,000	\$25,000	\$27,600
\$17,025	\$20,000	\$22,400	\$25,000	\$27,600
\$18,335	\$21,300	\$24,400	\$27,500	\$30,100
\$18,735	\$21,700	\$24,600	\$27,500	\$30,100
\$19,460	\$22,400	\$25,200	\$27,500	\$30,100
\$20,800	\$23,800	\$26,600	\$29,000	\$31,500
\$21,635	\$24,600	\$27,000	\$29,000	\$31,500
\$27,180	\$28,400	\$29,900	\$31,400	\$33,000
\$30,210	\$31,500	\$33,500	\$35,200	\$36,500
\$31,240	\$32,500	\$33,800	\$35,200	\$36,500

- B. Effective January 1, 1990, the following rates shall be applicable to Corporal, rates shall increase in accordance with the scale below effective the first full pay period following January 1, of each succeeding year of the Agreement:

Current	1990	1991	1992	1993
\$32,120	\$33,400	\$34,800	\$36,200	\$37,700

- C. Effective January 1, 1990, the following rates shall be applicable to Detective, rates shall increase in accordance with the scale below effective the first full pay period following January 1, of each succeeding year of the Agreement:

Current	1990	1991	1992	1993
\$33,660	\$35,400	\$37,400	\$39,300	\$40,900
\$34,825	\$36,200	\$37,800	\$39,300	\$40,900

- D. The following rates shall be applicable to employees hired after the implementation of this Agreement, rates shall increase in accordance with the scale below effective the first full pay period following January 1, of each succeeding year of the Agreement:

	1990	1991	1992	1993
1990	\$17,500	\$19,500	\$21,500	\$24,000
1991	N/A	\$18,200	\$20,200	\$22,500
1992	N/A	N/A	\$19,000	\$21,000
1993	N/A	N/A	N/A	\$20,000

Section 3 - Work in a Higher Classification

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

ARTICLE 39 - LONGEVITY PAY

Section 1.

This Article shall expire on November 30, 1992. No longevity payments shall become due and owing after that date.

Section 2.

Until November 30, 1992, full-time employees shall be entitled to longevity payments in accordance with the following provisions:

- A. Payments of the first longevity increment in the amount of Two Hundred (\$200.00) dollars per annum shall be made upon completion of five (5) years of service, and each year thereafter as herein provided.
- B. Payment of subsequent longevity increments shall be made upon completion of ten (10) years of service in the amount of Three Hundred Fifty (\$350.00) dollars per annum; upon completion of fifteen (15) years of service in the amount of Five Hundred (\$500.00) dollars per annum; upon completion of twenty (20) years of service in the amount of Six Hundred Fifty (\$650.00) dollars per annum and shall be inclusive of previous increments.
- C. Eligibility for payment of longevity increments shall be based solely upon an employee's continuous County service, and shall include all authorized leaves of absence with or without pay, separation from County service for any cause and subsequent re-employment, except that the length of separation shall be deducted from total accumulated service. Employees granted credit for periods of non-continuous service prior to July 1, 1977, shall continue to receive credit as long as they remain continuously employed by the Employer.
- D. Pro-rated payments shall be made to employees who qualify for longevity pay upon separation from County service. Such pro-rated payment shall be paid for time service on a full calendar month basis from their last longevity payment; provided that each month shall contain at least 144 straight time hours. No proration shall occur after November 30, 1992.

ARTICLE 40 - DIFFERENTIAL PAYMENT

Section 1 - Shift Differential

- A. All members 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.

Section 2 - Weekend Differential

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

ARTICLE 41 - DEDUCTIONS OF OVERPAYMENT

Overpayments which are the result of clerical or mechanical errors in calculating an employee's wages may be deducted from an employee's pay, where such error is discovered and the employee notified within thirty (30) days of occurrence of the error.

Deductions will be itemized and no more than 20% of an employee's pay may be deducted from a paycheck unless otherwise agreed by the employee.

ARTICLE 42 - UNION BULLETIN BOARDS

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

- A. Union Meetings
- B. Union Elections
- C. Reports of the Union
- D. Rulings or policies of the International Unit
- E. Recreational and Social Affairs of the Union
- F. Postings of position vacancies

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

ARTICLE 43 - GENERAL PROVISIONS

Section 1 - Severability Clause

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

Section 2 - Sheriff's Designee

Total responsibility for implementing this Agreement rests with the Labor Relations Division and the Sheriff. Whenever language is used in this Agreement naming the Sheriff 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 place and stead.

Section 3 - Maintenance of Conditions

Wages, hours and conditions of employment legally in effect at the execution of this Agreement, except as changed herein, shall be maintained during the term of this Agreement.

Section 4 - Entire Agreement

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

ARTICLE 44 - DURATION OF AGREEMENT

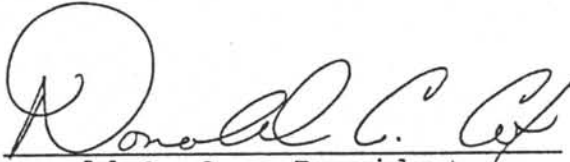
This Agreement shall be effective December 1, 1989, and shall remain in full force and effect through November 30, 1993.

This Agreement shall continue in effect for consecutive yearly periods after November 30, 1993, 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, 1993, 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:

FOR THE COUNTY OF WAYNE:



Donald C. Cox, President
Local 502, NUPO, SEIU

Dated: March 23, 1990



Mark R. Ulicny, Director
Labor Relations Division

Dated: 3-23-90


County Executive

Dated: 5-15-90

Approved:

Wayne County Commission

Dated: _____

LETTER OF UNDERSTANDING #1

- between -

THE COUNTY OF WAYNE

- and -

LOCAL 502, NATIONAL UNION OF POLICE OFFICERS, SEIU

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.

The change in the application of credit is limited to the determination that the employees on worker's compensation will be considered at work for experience credit purposes for up to ninety (90) days in any calendar year.

In order to receive credit for experience while on worker's compensation in any subsequent year, an employee must return to work for at least thirty days before such additional credit can be given.

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:

FOR THE COUNTY:



Donald C. Cox, President
Local 502, NUPO, SEIU



Mark R. Ulichny, Director
Labor Relations Division

Dated: March 23, 1990

Dated: 3.23.90

LETTER OF UNDERSTANDING #2

- between -

THE COUNTY OF WAYNE

- and -

LOCAL 502, NATIONAL UNION OF POLICE OFFICERS, 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.

FOR THE UNION:

FOR THE COUNTY:


Donald Cox, President
Local 502, NUPO, SEIU, AFL-CIO


Mark R. Ulicny, Director
Labor Relations Division

Dated: March 23, 1990

Dated: 3.23.90

LETTER OF UNDERSTANDING #3

- between -

LOCAL 502, NUPO, SEIU, AFL-CIO

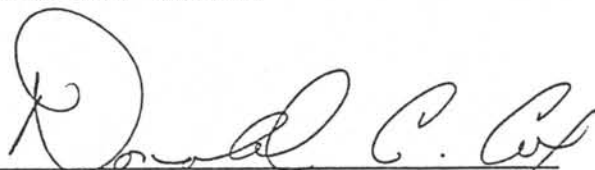
- and -

THE COUNTY OF WAYNE

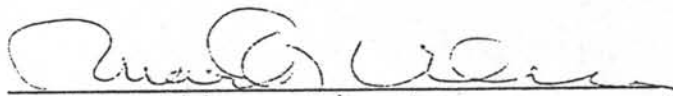
The parties recognize the ongoing nature of the bargaining on drug testing. Provisions of this Agreement will not restrict either party in the continuing negotiations in the matter.

FOR THE UNION:

FOR THE COUNTY:



Donald Cox, President
Local 502, NUPO, SEIU, AFL-CIO



Mark R. Ulicny, Director
Labor Relations Division

Dated: March 23, 1990

Dated: 3.23.90

LETTER OF UNDERSTANDING #4

- between -

LOCAL 502, NUPO, SEIU, AFL-CIO

- and -

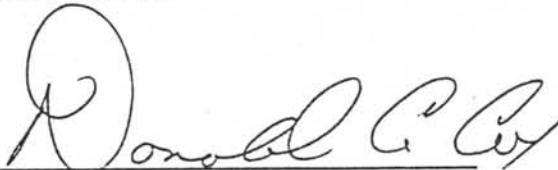
THE COUNTY OF WAYNE

Pursuant to our recent discussion regarding the effective date of retroactivity, the following was agreed to:

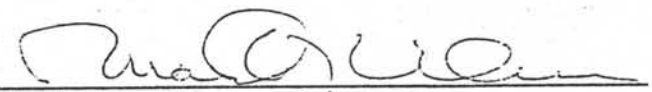
The new rate of pay and the retroactive payment to the first full pay period following January 1, 1990 will be paid within three (3) pay periods following approval of this Agreement by the Wayne County Board of Commissioners.

FOR THE UNION:

FOR THE COUNTY:



Donald Cox, President
Local 502, NUPO, SEIU, AFL-CIO



Mark R. Ulicny, Director
Labor Relations Division

Dated: March 23, 1990

Dated: 3.23.90

MEMORANDUM OF AGREEMENT

BETWEEN

THE COUNTY OF WAYNE

AND

LOCAL 502

RE: DEPARTMENT OF PUBLIC SERVICES,
DIVISION OF AIRPORTS - WAYNE COUNTY POLICE

The parties hereby agree that in accord with Michigan law (MCL 259.133, et seq.) and in accord with County Ordinance No. 91-766, and effective on a transition date selected by the Director of Airports, the following provisions shall apply to and control the wages, hours, and working conditions of those officers who will be employed as Wayne County Police Officers and who are members of the bargaining unit represented by Local 502:

1. The Collective Bargaining Agreement (CBA) between the County of Wayne and Local 502 covering the contract period from December 1, 1989 through November 30, 1993, shall remain in full force and effect for its term, and will cover all members of the bargaining unit employed as Wayne County Police Officers.

2. All current members of the bargaining unit assigned to the Airports Division will be offered an opportunity prior to the date of transition to become Wayne County Police Officers and employees of the Department of Public Services, Division of Airports. Those members of the bargaining unit who choose to remain employees of the Sheriff's Department shall be reassigned from their positions in the Airports Division to available vacant positions elsewhere in the Sheriff's Department, under the terms of the Collective Bargaining Agreement.

3. Since command and control of all Wayne County Police Officers will vest in the Office of the Director of Airports on the date of transition, the CBA shall mean that in all provisions relating to command and control where the Sheriff is named as the designated management authority, those provisions shall be read by substitution of the Director of Airports for the Sheriff when applied to Wayne County Police Officers.

4. In those provisions of the CBA where the title "Commander" presently appears, the title "Deputy Chief of Wayne County Police" shall be substituted when those provisions are applied to Wayne County Police Officers.

5. In those provisions of the CBA where the term "Department" appears, it shall mean the Airports Division of the Department of Public Services when those provisions are applied to Wayne County Police Officers.

6. Until a policy manual is adopted and published by the Director of Airports which will describe standard work rules, operating procedures, and other policy matters related to the Division of Airports, the current rules of conduct (Section D), and the disciplinary procedures (Section E), of the Sheriff's Department policy manual shall apply to Wayne County Police Officers. Those sections shall be read and applied with the appropriate substitutions as indicated above.

7. Certain provisions of Article 14 - Shift Preference and Transfers are specifically amended

as follows: - Section 2(B) shall be amended by substitution of the following definition:

"A transfer shall be defined as inter-departmental or inter or intra-divisional transfer to a vacant position".

- Section 2(C) is amended to read as follows:

"The Sheriff and the Director of Airports shall post a notice . . ."

- Section 2(D) is amended to read as follows:

"Employees who are offered an inter-departmental or inter or intra-divisional transfer in conformity with a bid, and refuse that opportunity, shall not be offered a transfer for six (6) months."

- Section 3(C) entitled "Airports Division" shall be retitled as "Airports Division of the Department of Public Services"

The alternating selection procedure on vacancies will continue for this Department Division however, the balance of the paragraph denoted by a single asterik is deleted. This Section is further amended by the addition of a DEA unit to the other units currently listed.

8. Section 2 of Article 15 - Promotions, where the term "Department" is used, shall be interpreted to mean either the Sheriff's Department, the Department of Public Services, Division of Airports, or both. Section 3 of Article 15 will be interpreted in the same manner.

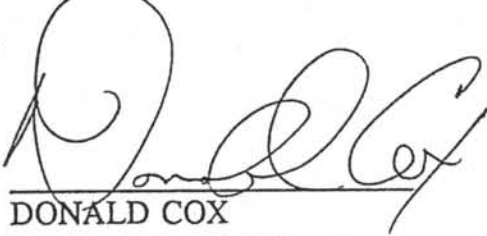
9. Section 3 of Article 30 - Uniform Clothing and Equipment Allowance shall be amended to include a provision to allow an additional Three Hundred and Fifty Dollars (\$350) in the form of a voucher for all members permanently assigned to the Division of Airports. This shall be used for the

purchase of necessary, insignia or uniform equipment at the time of the transition or when transferring into the Division of Airports after the transition.

10. The terms and provisions of the CBA, including supplements thereto, which are not mentioned above but incorporated herein by reference, shall apply as if set forth herein.

DATED this 15th day of April, 1993.

FOR THE UNION:



DONALD COX
President, Local 502

FOR THE COUNTY:



MARK R. ULICNY, Director
Labor Relations Division