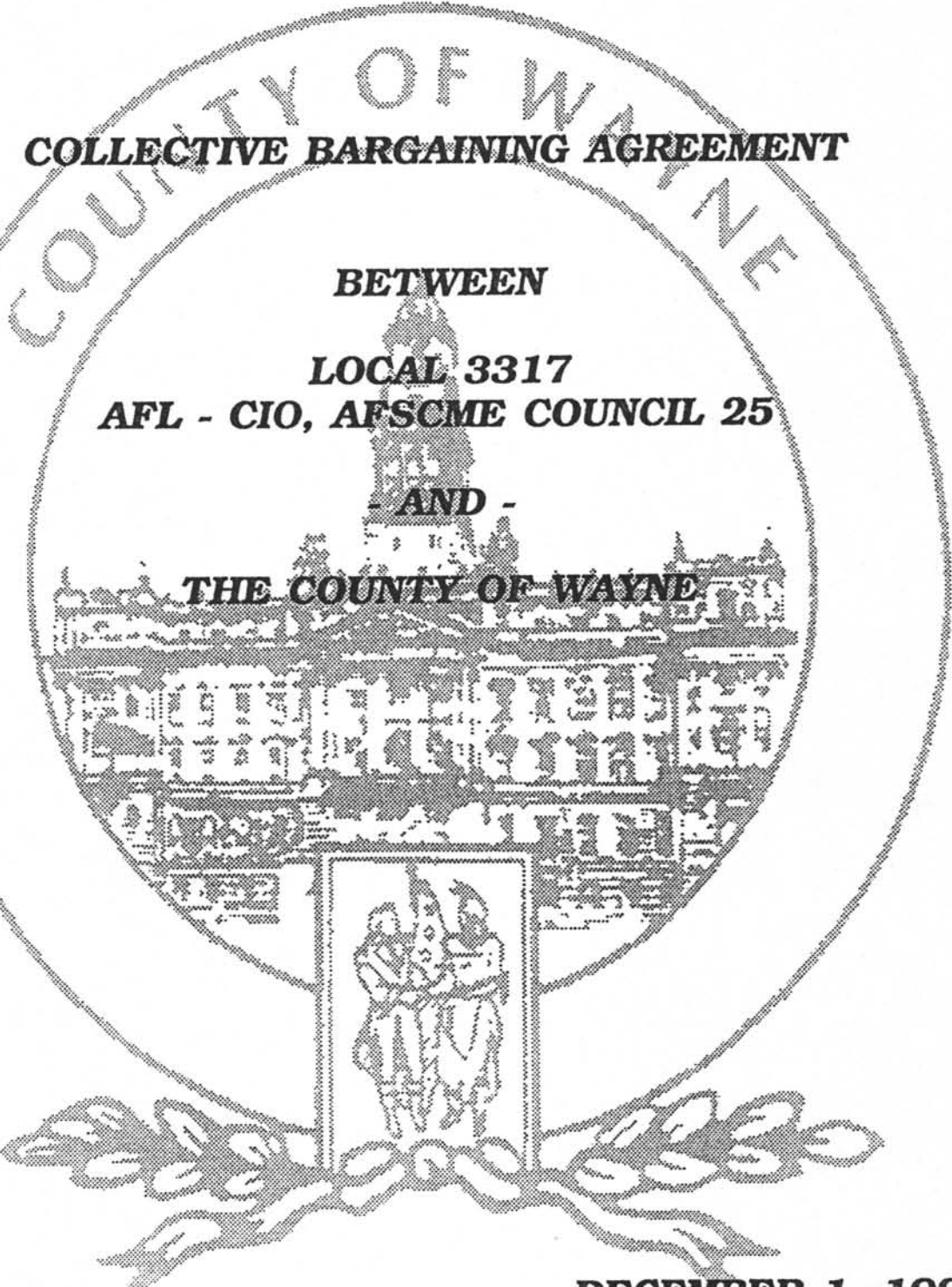


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11/30/93



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**LOCAL 3317  
AFL - CIO, AFSCME COUNCIL 25**

**- AND -**

**THE COUNTY OF WAYNE**

*Wayne County*

**DECEMBER 1, 1990  
THROUGH  
NOVEMBER 30, 1993**

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## ARTICLE 1 - AGREEMENT

1.01

This Agreement is entered into, between the County of Wayne (hereinafter referred to as the Employer), and the Wayne County Sheriff's Local 3317, AFL-CIO, AFSCME Council 25 (hereinafter referred to as the Union).

## ARTICLE 2 - PURPOSE AND INTENT

2.01

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.

2.02

This Agreement, effective December 1, 1990, supersedes the Agreement entered into December 1, 1986, and is entered into between the Employer and the Union.

2.03

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

2.04

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.

2.05

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.

### ARTICLE 3 - RECOGNITION

3.01

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

3.02

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

3.03

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

#### ARTICLE 4 - AID TO OTHER UNIONS

4.01

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

4.02

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

#### ARTICLE 5 - UNION SECURITY

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

5.01

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

5.02

Employees covered by this Agreement who are not members of the Union on its effective date and who have been employed for less than thirty (30) days, and employees hired or rehired into the Bargaining Unit after the effective date of this Agreement who do not make application for membership in the Union within thirty (30) days of service shall, commencing with the first bi-weekly payroll period thereafter and for the duration of this agreement, pay to the Union the service charge defined in Section 5.01 above. The Employer agrees to establish administrative procedures for the implementation of this section of the Agreement.

5.03

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

ARTICLE 6 - PAYMENT OF UNION DUES

6.01

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

6.02

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

6.03

A properly executed copy of such "Authorization for Union Deduction" form for each member for whom Union Membership dues, and/or fees, are to be deducted shall be delivered to the Employer before any payroll

deductions are made. Any "Authorization for Union Deductions" forms which are incomplete or in error will be returned promptly to the designated financial officer of the Local Union.

6.04

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

6.05

The Employer shall not be liable to the Union by reason of the requirements in Article 6 and 7 of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the employees.

The Union will defend, save harmless and indemnify the Employer for the purpose of complying with Articles 6 and 7 of this Agreement.

#### ARTICLE 7 - PAYMENT OF SERVICE CHARGE

7.01

Employees who do not make application for membership in the Union as outlined in Article 5 shall tender the monthly service charge by signing the "Authorization for Deduction of Service Charge" form.

7.02

Upon notification by the Union to the Employer that the employee has elected not to make application for membership in the Union, the employee shall be directed by the 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) working 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.



7.03

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

7.04

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

#### ARTICLE 8 - REPRESENTATION

8.01

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

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

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

Jail Division One (2 Alternates)  
Jail Division Two (1 Alternate)  
Jail Division Three (1 Alternate)  
Court Division/Youth Home (1 Alternate)  
Airport/Field Services (2 Alternates)  
Executive Division (1 Alternate)

8.02

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.

8.03

A. All Chief Stewards, during their working hours, without either loss of time or pay, may investigate and present grievances in accordance with Article 9, after notification to their supervisors so that arrangements can be made for their release.

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

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

B. The Division Chief Steward and/or Alternate Steward may represent the member at all steps of the grievance procedure in accordance with Article 9. The Division 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 Division Chief Steward, and represent the members for service of Conduct Incident Reports. An Alternate Steward shall be designated by the Union to act in the absence of the Division Chief Steward, said absence shall be caused by the Division Chief Steward being ill, on 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 or where criminal charges have been brought by a government agency.

D. The Union President, Vice-President, and Chief Stewards will be assigned to the day shift in their respective assignments.

8.04

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

1. Processing reported members' grievances.

2. Differences concerning the intent and application of the provisions of this Agreement.
3. Represent members at hearings or proceedings affecting rights or benefits provided by this Agreement.
4. Attend meetings of the County Board of Commissioners and Committees, only when the agenda includes matters pertinent to the proper administration of the Local Union.
5. Confer with Local Stewards when necessary.

B. Whenever the Local Union President is required to perform administrative duties limited to internal Union business or functions, he may be granted time off without compensation, but without loss of such benefits to which he would otherwise be entitled.

C. In the event the Local Union President selects a specific job assignment other than that which he held when elected, upon termination of his term of office as President, he shall, if he desires, be returned to his previous job assignment.

D. In the event of the absence or vacancies occurring during the term of the Local Union President, the provisions of this Article shall apply to the Local Vice President.

E. The consent of the Sheriff or his designated representative for release from duty assignment of the Local Union President or Vice President as provided by this Article shall not be unreasonably withheld. Any alleged abuse of the provisions for Union representation as herein defined may be invoked by either party and shall thereupon be considered a proper subject for a special conference as provided by this Agreement.

F. In the event the Union is required to represent members of the Bargaining Unit at one (1) or more proceeding(s) occurring at the same time on a subject as defined in Sub-Section 8.04(A) of this Article, the appropriate Chief Steward shall be granted time off to represent the Union without loss of compensation, upon reasonable notice to an prior approval of the Sheriff or his designated representative.

G. Officers and members 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 six (6) employees).

8.05

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

8.06

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

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

#### ARTICLE 9 - SETTLEMENT OF DISPUTES

9.01

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

9.02

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

9.03

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

9.04

Any form of discrimination or harassment shall be grieved at Step 2 of the grievance procedure within ten (10) working days of the alleged discrimination or harassment.

9.05

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

Step 1

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

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

Step 2

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

Step 3

If the grievance has not been satisfactorily settled, the grievance shall be submitted in writing by the Local Union President, Grievance Committee Chairman or designee (with copies of the previous written response) within ten (10) working days to the Wayne County Labor

Relations Division. The Labor Relations staff, shall arrange a meeting to take place within ten (10) working days of receipt of the grievance. The Labor Relations Staff shall give its disposition in writing to the Union within ten (10) working days of said meeting.

#### Step 4

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

- A. The fee and expenses of the Arbitrator shall be shared equally by the parties.
- B. Arbitration shall be invoked within ninety (90) days by written notice to the other party of intent to arbitrate.
- C. On receipt of a notice to arbitrate, the Employer and Union shall mutually agree to a hearing date. The hearing shall take place within sixty (60) days of receipt of a notice to arbitrate, and shall be controlled by the rules of the American Arbitration Association, unless otherwise provided in the Agreement.
- D. The Arbitrator shall limit the decision strictly to the interpretation, application or enforcement of this Agreement and shall be without power or authority to make any decision:
  - (1) Contrary to, inconsistent with, modifying or varying in any way, the terms of this Agreement.
  - (2) Granting any wage increases or decreases.
  - (3) Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement.
- E. The Arbitrator shall be without authority to require the Employer to delegate, alienate or relinquish any powers, duties, responsibilities, obligations or discretions which by State Law or State Constitution the Employer cannot delegate, alienate, or relinquish.

F. No settlement at any stage of the grievance procedure, except an Arbitration decision, shall be precedent in any arbitration and shall not be admissible in evidence in any future Arbitration proceedings.

G. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned, less set off.

H. The decision of the Arbitrator in a case shall not require a retroactive wage adjustment in another case except by express agreement of the parties.

I. There shall be no appeal from the Arbitrator's decision if made in accordance with the Arbitrator's jurisdiction and authority under this Agreement. The Arbitrator's decision shall be final and binding on the Employer, on the employee or employees and on the Union.

J. In the event the case is appealed to an Arbitrator and it is found that the Arbitrator has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

K. The involved parties and the local representatives shall not lose pay for time off the job while attending the Arbitration proceedings. Arbitration shall be conducted on the premises of the employer.

L. Any Arbitration case involving a discharge, suspension or demotion shall automatically be placed at the head of the arbitration docket and heard as soon as possible to minimize the hardships on both parties.

M. The Arbitrator shall not consider any evidence submitted by either party which was not produced in the grievance procedure unless such evidence had not been known to the party submitting the proposed new evidence.

N. It is understood by the parties that to protect the grievance procedure as outlined in this Agreement and to insure the movement of grievances within the prescribed time limits, the following is agreed to:

(1) If the Union fails to appeal a grievance from Step Nos. 2 and 3 of the grievance procedure to the next step within the prescribed time limits, the grievance shall be considered resolved on the basis of the Employer's last answer.

(2) If the Employer fails to answer a grievance of an individual grievant within the prescribed time limits of Step Nos. 2 and 3, the Union shall be awarded the grievance. This provision shall not apply to class action grievances.

(3) If court action or other litigation is necessary in order to enforce subsection (1) or (2) above, the losing party to said litigation shall bear the cost of the litigation or court action.

(4) It is further understood by the parties that the prescribed time limits of the grievance procedure at Step 3 shall be extended if requested by either party, provided such extension shall not exceed ten (10) days unless by mutual agreement.

(5) In the event the party against whom an Arbitration Award is issued fails to take affirmative action to implement the award, with notice of the fact to the other party, within thirty (30) days and fails to initiate an appeal to a court of competent jurisdiction within that same time and the prevailing party in the arbitration proceeding is required to take court action to implement the award, the prevailing party in the arbitration proceeding shall be entitled to recover the actual expenses of such court action including costs and reasonable Attorney fees. In the event either party to the Arbitration shall appeal the award to a court of competent jurisdiction and said court denies the appeal with the finding it was not taken in good faith, the prevailing party in the court action shall be entitled to recover actual expenses of such court action including cost and reasonable Attorney fees.

(6) Written responses at Steps 1 and 2 received from the Employer must be signed for by a Union Representative, date and time included.

(7) Settlement of a grievance, including dispositions under N (1) and N (2) above, shall be binding on the parties and the grievance in the settled matter only unless, by written statement, the parties mutually agree to extend the terms of the settlement to other matters.

O. The Employer shall give written notification to the Union and the affected member whenever payment is made in settlement of a grievance or an Arbitration Award. Said notice shall be given at the time of payment.



## ARTICLE 10 - DISCIPLINARY PROCEDURE

### 10.01

No member shall be summoned before a superior officer for disciplinary action without having a Union representative present, pursuant to Article 8.06.

### 10.02

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

### 10.03

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 entry prior to its introduction into their file.

### 10.04

The Divisional Chief Steward and President/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.

### 10.05

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.

10.06

Any disciplinary matters shall be removed from the personnel record and destroyed upon completion of twenty-four (24) months of satisfactory service from the date of the disciplinary matter and shall not be used adversely in a disciplinary hearing.

10.07

The Sheriff or his designee shall administer all discipline.

10.08

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

10.09

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.

10.10

Whenever a member of the Bargaining Unit is under investigation, or subject to examination/questioning by a Commanding 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, the questioning officers and all persons present during the questioning. All questions directed to the officer under questioning shall be asked by one person at a time.

may be assigned within the department at the Sheriff's discretion in the event the Sheriff has determined not to suspend the member.

K. If a member is suspended without pay or dismissed as a result of disciplinary action or because the member is charged with a misdemeanor involving narcotics or with the commission of a felony, the Employer will continue to pay the member's contractual insurance premiums until the suspension or dismissal is resolved through arbitration or court decision; and if the Employer's action is upheld or the member is found guilty of the charges alleged against them, 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.

10.11

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.

10.12

A. Whenever an employee covered by this Collective Bargaining Agreement becomes subjected to a claim, a liability 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 reasonably related cost. All settlements are subject to the approval of the Employer.

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

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

**ARTICLE 11 - ADMINISTRATIVE REVIEW AND DETERMINATION  
HEARING PROCEDURES**

11.01

Any member who has been charged with a violation of departmental rules and regulations shall have an administrative review hearing and if requested by the Union, a hearing before an Arbitrator under the following conditions:

11.02

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

11.03

Administrative Review Hearings: An administrative review hearing shall be convened by the Sheriff, Undersheriff or his designated representative; the Sheriff's designated representative shall be a Police Commander or the Department's designated Chief of Staff, but no other civilian employee of the Sheriff's Department. A representative of the Labor Relations Division shall not be included in an administrative review hearing; this shall not preclude a County Department Head or his/her representative from attending an Administrative Review Hearing, when the Complaint is against a Command Officer who is working in said Director's Department.

11.04

The conduct of the hearing shall be off the record and shall provide a free flow of information and discussion.

11.05

Any proposed settlements or compromise suggested by either party at the administrative review hearing shall not be made known to an Arbitrator if arbitration is requested by the Union.

11.06

The Sheriff, Undersheriff or his designated representative shall render his written decision within seven (7) calendar days of the conclusion of the administrative review hearing. If the Sheriff determines that an officer is to be suspended or discharged as a result of the administrative hearing, said suspension and/or discharge shall take effect upon the accused member and the Union receiving notification of said disciplinary action.

11.07

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

(The possibility of disciplinary demotions will be as decided by the Arbitrator in the grievance case which was appealed to arbitration on April 1, 1991).

11.08

Determination hearing before an Arbitrator: In the event the Union determines to challenge a disciplinary suspension or discharge, the Union shall, within fifteen (15) calendar days of the receipt of the Sheriff's determination to discipline the Officer, file a Step 3 grievance and a demand for Arbitration with the Labor Relations Division. The following provisions shall apply as to the conduct of the Arbitration hearing and the powers bestowed upon the Arbitrator by the parties:

11.09

The hearing before the Arbitrator shall take place within thirty (30) days upon receipt of the demand for Arbitration.

11.10

Except for those Officers who have previously been suspended without pay for having been charged with the commission of any felony or a misdemeanor involving narcotics, an Officer who was otherwise discharged as a result of an Administrative review hearing who does not have his case heard within thirty (30) days of the Union's demand for Arbitration, shall be placed back on the payroll, unless the Arbitration hearing has been postponed by mutual agreement of the parties or at the request of the Arbitrator.

11.11

Upon receipt of the Step 3 grievance and notice to arbitrate, the Labor Relations Department shall forthwith schedule a step 3 grievance meeting with the Union's President, Vice-President and Divisional Chief Steward. The purpose of the meeting is to attempt to resolve the disciplinary action imposed by the Sheriff and to insure that the Union has been provided with all requested documentation and access to all witnesses which the department intends to call or which the Union will need in defense of the accused Officer.

11.12

Authority of the Arbitrator re: Disciplinary Matters: The Arbitrator shall conduct a hearing and the burden shall be upon the department to prove the charges brought against the Officer.

11.13

If the Arbitrator decides that the discipline was unreasonable, under all the circumstances, the Arbitrator may modify the discipline accordingly and his/her decision shall be final and binding upon the members and the parties.

11.14

All past Arbitration decisions as they relate to the disciplinary provisions of the Collective Bargaining Agreement shall continue to apply and be binding as to the procedural requirements.

11.15

In all disciplinary proceedings, the department shall carry the burden of proof in order to substantiate the charges and the standard for conviction shall be proof beyond a reasonable doubt.

11.16

The accused member, through the Union, shall be allowed to cross-examine all the witnesses, call any and all witnesses in defense of a member, shall have subpoena rights to all relevant documents in the possession of the Employer and have the right to subpoena any and all relevant witnesses employed by the Employer in defense of the member.

11.17

No accused member will be required to take the witness stand and give evidence or a statement before the Arbitrator. This shall not preclude the introduction of the employee's written statements or transcribed interviews of the employee.

11.18

The Union and Department shall be allowed to submit post-hearing briefs within fifteen (15) calendar days from the closing of the Arbitration hearing.

11.19

If the member is found not to have been guilty of the charges brought against them, said members records shall be cleared of any and all communications relating to said charges.

11.20

All other Arbitration provisions of Article 9 which are not in conflict with this Article shall also apply.

## ARTICLE 12 - SPECIAL CONFERENCES

12.01

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

12.02

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

12.03

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

12.04

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

12.05

Such Special Conference 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 Chief Division Steward, and a Staff Representative of the Labor Relations Division shall conduct the conference.

12.06

In the event the problem which gives rise to a Special Conference concerns the operation of one of the Divisions controlled and regulated by the County Executive's Office, then the Director of that Division shall be included in the Special Conference as called for in Section 12.01 above if the Conference involves appropriate staffing levels and classifications or mission goals. The Department Directors falling under the control of the CEO are as follows:



- a) Director of Airports
- b) Director of Parks
- c) Director of Alternative Work Force
- d) Representative of the CEO's Office

12.07

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

### ARTICLE 13 - STRIKES AND LOCKOUTS

13.01

Adequate procedure has been provided by Articles 8, 9, and 10 of this Agreement and Public Acts 379 (1965), as amended, and Public Acts 312 (1968), as amended, for the settlement of any grievance(s), dispute(s) or 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.

13.02

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

13.03

The Employer shall have the right to discipline or discharge any member for violating the provisions of Article 13.02. It is understood that the Union shall have recourse to the Arbitration procedure with respect to such discipline or discharge, limited to the issue of whether or not the member did violate the provisions of Article 13.02.

## ARTICLE 14 - MANAGEMENT'S RIGHTS

### 14.01

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

### 14.02

The Sheriff may cause reasonable rules of conduct and disciplinary procedures which are not in conflict with Article 10 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 equitable and uniformly applied.

### 14.03

The parties agree that there shall be no illegal discriminatory treatment of any member for any reason but that, 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 15 -MANUAL OF PERSONNEL PROCEDURES

### 15.01

The Rules and Regulations of the Wayne County Civil Service Commission, as amended and revised through July 1, 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.

15.02

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

15.03

All members of the Bargaining Unit shall be required to establish and maintain a bona fide residence in the County of Wayne as required by Wayne County Civil Service Commission Resolution adopted January 28, 1977. Residence shall mean the actual domicile of the member. A member can have only one (1) domicile.

#### ARTICLE 16 - SENIORITY

16.01

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

16.02

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

16.03

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 pursuant to Article 16.01.

16.11

The names of employees laid off or demoted shall be placed on a Recall List in order of their seniority, pursuant to 16.01. Probationary employees shall be deemed to have status for the purpose of recall, provided, that upon recall the employee shall serve ninety (90) days or the remaining portion of their probationary period, whichever is longer. All vacant and new Bargaining Unit positions shall be filled from the appropriate recall list before any other promotion to that classification may occur.

16.12

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.

16.13

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.

16.14

Notices of layoff shall be prepared by the Employer. 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. Certified 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 17 - TRANSFERS

17.01

All Bargaining Unit positions in the department shall be filled from a list compiled pursuant to a specific posting. When the Sheriff becomes aware that a position is about to become vacant, he shall immediately

post said vacancy for ten (10) days. All employees in the classification who request transfer to the vacant position shall have their name placed on this list. Further, all vacancies shall be filled by the selection of any employee whose name appears on the list as spelled out in the following subsections. When no employee "bids" for an open position, it shall be filled by the employee in that classification with the least seniority.

17.02

Appointments made by the Sheriff: The following assignments shall be filled directly by the Sheriff in accordance Section 17.01:

- Civil Process/Friend of the Court Enforcement
- Detective Bureau
- Drug Enforcement Units
- Marine Patrol
- Courts
- Secondary Roads
- Training
- Photo Lab/I.D. Bureau
- Internal Affairs Section
- Parks/Mounted
- Police Property
- Jail Division I
- Jail Division II
- Jail Division III

17.03

Appointments made by Directors through the Sheriff: The following shall be filled by the appropriate Director through the Sheriff;

- Explosive Ordnance Disposal Supervisor
- Airports
- Canine Unit
- Alternative Work Force
- Special Weapons and Tactics Unit
- Executive Staff/CEO Detail
- Communications

17.04

Discretion of Appointing Authority: It is understood between the parties that appointment to a vacant position is discretionary as stated in subsection 17.02 and 17.03. Removal from a position, other than for cause through the disciplinary section of this Agreement, shall be limited as outline below:

(1) Members assigned to the following positions shall serve at the sole discretion of the Sheriff:

Drug Enforcement  
Internal Affairs Section  
Executive Staff  
Jail Administrative Lieutenants

(2) Members assigned to the following positions shall serve at the discretion of the Department Director:

Airports  
Parks/Mounted  
Communications

(3) Members assigned to the following positions shall serve a one (1) year performance appraisal period. During the term of the appraisal period an employee may be removed for any reason and returned to their former bid position. Upon completion of their appraisal period, the employee's assignment shall be considered permanent. At any time during the appraisal period, the Employer may extend the probation up to six (6) months based upon a stated performance deficiency.

Detective Bureau  
Civil Process/FOC  
Marine Patrol  
E.O.D.  
Courts  
Canine  
Secondary Roads  
Special Weapons and Tactics  
Photo/Crime Lab  
Jails I, II, and III (Support Services)

(4) All other members, and those that have completed their appraisal period, may only be removed for cause.

17.05

Transfer provisions for the Hamtramck Jail (Div. III): The Director of Jails/Sheriff shall be permitted to select the Command Officers for the Hamtramck Jail from a list of those officers requesting transfer or from those to be promoted from the certified eligible list and would otherwise be promoted.

It is agreed between the parties that transfer provisions for the Hamtramck Jail Facility will be negotiated through a separate Letter of Understanding within one (1) year after the opening of the facility.

17.06

Job assignments/Jail Divisions: Command Officers assigned to Jail Divisions I, II, and III shall be assigned to one of two Units. Unit 1 shall be Jail Security and will consist of positions formerly entitled Jail Security/Services, Lobby Desk, or Master Control. Unit 2 shall be Support/Services which will include positions formerly entitled Registry, Transportation, RDC, Recreation, and Inmate Property.

17.07

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

17.08

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

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

17.09

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

17.10

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

17.11

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

17.12

Lateral transfers: Lateral transfers shall be allowed between agreeing members and shall be subject to the approval of the Sheriff or designee and the Union President or designee.

17.13

The Union may request a special conference pursuant to Article 12 for resolution of transfer or assignment disputes.

17.14

Shift preference: Shift assignments shall be open for bid on February 1st through February 15 annually to be effective the first shift change after March 1st annually. Bid preferences will be recorded and



retained throughout the year and be utilized in the event a position is vacated by promotion or transfer. Officers who had bid during the bid period shall be given first preference to fill such vacated positions.

17.15

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

#### ARTICLE 18 - PROMOTIONS

18.01

The preparation and administration of promotional examinations shall be the responsibility of the Personnel Human Resources Department in accordance with the provisions of this Agreement.

18.02

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

A.

Have status in the classification of Police Sergeant, including the specialty classification(s) in the Wayne County Sheriff's Department, and two (2) years of seniority in the classification of Sergeant immediately preceding the date the examination is to be given.

B.

Pass a written examination which shall account for 65% of the total score, the minimum passing on said written examination shall be 75% with the maximum passing score on said written examination being 100%.

C.

Higher education shall account for five (5) points of the total score: One and one-quarter (1-1/4) points for each thirty (30) college semester hours.

D.

An Oral Interview Board shall account for 30% of the total score, with all candidates receiving a minimum score of at least five (5%) percent.

E.

All Oral Interview Boards shall consist of three (3) persons who are actively involved in the Criminal Justice System:

(1) Two (2) persons designated by the Department of Personnel and Human Resources.

(2) One (1) person designated by the Sheriff.

18.03

A member who has been assigned a duty assignment out of Wayne County 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/Human Resources Department prior to the examination date.

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

18.04

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

18.05

The Sheriff must promote the highest person on the promotional eligible list.

18.06

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

18.07

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

18.08

Promotional lists for Police Lieutenant shall be in effect for twelve (12) months except, where fifteen (15) percent of the names appearing on the list have not been promoted by the following July 15th, then the existing list shall remain in effect for an additional twelve (12) months.

18.09

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

18.10

In accordance with Section 18.08 above, applications for Police Lieutenant shall be available no later than the first Friday in August and must be returned no later than September 1st annually.

18.11

The written examination for Police Lieutenant shall be given on the first Saturday of October annually, except as provided in Section 18.08 above and shall be effective no later than the following December first.

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

18.12

A member may waive certification of their right to promotion to a permanent position.

18.13

There shall be an Appeal board, appointed by the Personnel Division, to consider appeals on promotional rating awarded pursuant to 18.02 (A) through (E) of this Article.

18.14

Within thirty (30) days of the release of test results a member may appeal their promotional ratings for the following reasons:

- (1) The points on the written examination were not totaled properly;
- (2) The education points were not totaled properly.
- (3) The overall final score was not totaled properly.
- (4) A question had more than one (1) answer or was ambiguous.

18.15

The Appeal board shall meet and issue its written findings within twenty (20) days of receipt of the member's written appeal. As a result of an appeal a previously scored correct answer shall not be changed to incorrect.

18.16

The provisions of 18.01 through 18.15 shall take effect on December 1, 1991.

18.17

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

18.18

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

18.19

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

18.20

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

18.21

The employees appointed to the position of Police Commander at the time this Agreement takes effect or during its term shall, at the time their appointment is revoked or if they voluntarily relinquish their appointment, return to the Bargaining Unit at the rank held at the time of their appointment to Police Commander. This right, to return to the Bargaining Unit, may not apply where a Police Commander's appointment is revoked for disciplinary reasons or if a position vacancy does not exist in the rank formerly held. If a vacancy does not exist the employee will be placed on layoff and on a recall list for the former rank based on time in grade.

18.22

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

#### ARTICLE 19 - WORK WEEK SCHEDULE

19.01

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

19.02

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.

19.03

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.

19.04

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.

19.05

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

19.06

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

- (1) Lieutenants assigned to the Airport Division may be scheduled as a seven day operation.
- (2) Lieutenants assigned to the Jail Divisions may be assigned to week-end or holiday duty on a rotation basis.

19.07

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

## ARTICLE 20 - OVERTIME

### 20.01

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 one (1) day.
- (2) All hours of work in excess of forty (40) hours in any (1) work week, except as noted in Section 20.03 through 20.05.
- (3) All hours of work on the sixth (6th) day worked of the member's work week.
- (4) Upon mutual agreement, the requirements set forth above in 1 and 2 may be waived to allow shortened work week scheduling.

### 20.02

Double time the member's regular rate of pay for all work performed on the seventh (7th) day of the member's work week provided the member worked the preceding day.

### 20.03

A member's assigned work hours shall not be changed once the monthly schedule has been posted, except by mutual agreement between the member and the Division Commander or in the event of a declared Departmental emergency.

### 20.04

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

### 20.05

A member's claiming overtime pay under two (2) or more provisions of this Agreement shall receive only the greater of these benefits.



20.06

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

(1) Initially, overtime will be offered on a seniority basis from a listing developed by the Divisional Steward. Thereafter, the Command Officer with the least number of overtime credits will be called first and offered the assignment.

(2) Should the offer be declined or other assignments exist, the Command Officer with the second least overtime credits will be called, and so on until the list is exhausted.

(3) Should volunteer overtime be refused by those offered, Command Officers within the appropriate classification may be ordered to work on a reverse seniority rotational basis. Such order to work overtime may only be issued by the next higher rank officer to the classification to be worked.

It is expressly agreed between the parties that a member shall not be ordered to work in excess of fifty six (56) hours in one work week.

20.07

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

(1) For the purpose of this Article, members who refuse overtime or who are not available for assignment shall have an equal number of overtime hour credits added to their total as if they had worked.

(2) Command Officers newly assigned or returning from Worker's Compensation will be credited with overtime credits equal to the maximum worked by the same classification in the Division. Thereafter, overtime may be offered once the returning member's overtime credits become least in the Division.

20.08

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

20.09

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

20.10

Except for employees assigned to the DEU, any compensatory time earned or credited in any way, for any purpose, by any member of the Bargaining Unit, on or after the execution date of this Agreement shall be liquidated within 30 days as paid time off duty. If for any reason such time is not used as paid time off within 30 days it shall be forfeited. No cash payment shall be made for such time, at anytime, for any reason.

20.11

All grievances concerning Section 20.06 through 20.10 of this article will be initiated at Step 1 of the Grievance Procedure (Article 9) and the Commander shall make every effort to resolve the grievance at this step.

#### ARTICLE 21 - EXTRA TIME PROVISIONS

21.01

Call-In-Time: A member called in for duty other than as defined in Article 20 shall be compensated at their regular rate of pay for a minimum of four (4) hours in accordance with the provisions of Article 20 providing that call time does not overlap their regular shifts.

21.02

Department 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 fifty percent (50%) of their regular rate of pay.

21.03

Off-Duty Court Attendance: All off-duty court appearances shall be compensated at a minimum of three (3) hours at the member's regular rate of pay.

#### ARTICLE 22 - HOLIDAYS

22.01

All full-time members 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
Great American Day	May 1
*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
Day After Thanksgiving	Friday after Thanksgiving
December 24th	Day before Christmas
*December 25th	Christmas Day
December 31	Day before New Year's Day
All State and National General Election Days	

(\* Denotes Major Holidays)

22.02

Members 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.

22.03

Members 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 20 for all hours worked in excess of eight (8) hours. Premium pay for hours worked on such holidays shall be computed for payroll purposes on the days designated by the County for such Holidays.

22.04

Whenever one of the Holidays enumerated in Section 22.01 falls on a Saturday, the preceding Friday shall be designated as the Official Holiday, and whenever one of the Holidays falls on a Sunday, the following Monday shall be designated as the office Holiday, for members assigned to five (5) day operations. Should two (2) consecutive holidays occur on a Friday and Saturday, or a Sunday and Monday, Friday and Monday, respectively, shall be designated as the official Holidays for members assigned to five (5) day operations.

22.05

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

22.06

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

22.07

All members assigned to the Circuit Court, Recorder's Court, or Probate Court Division shall be required to observe the above mentioned Holidays in accordance with their respective court holiday schedule. In the event the Courts observe a holiday which is not enumerated in Section 22.01, the members assigned to the Courts shall be granted the additional time off with pay and shall not suffer any reduction in accumulated time.

22.08

All members shall be given four (4) hours time off, with pay, for Good Friday. In the event the Sheriff is unable to grant four (4) hours off on Good Friday, a member 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.

22.09

All holidays, except as indicated in Section 22.08 above, shall be paid in cash no later than the pay period following the period in which it was worked.

22.10

A member who desires to observe a Judaic religious holiday shall be entitled to use accumulated holiday reserve time for this purpose. The said member 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 member.

22.11

Upon separation from the Department, a member shall be paid in cash for all accumulated holiday time at the prevailing rate of pay.

ARTICLE 23 - ANNUAL LEAVE

23.01

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 eighteen (18) days of 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

23.02

During the first week of January annually, each member shall be furnished, by the Personnel Office, with a copy of their Official Time Record Wayne County Sheriff's Department Absence Report (TK 4) for the preceding fiscal year. This procedure will continue only until such time as the County implements a computerized Payroll/Personnel System.

23.03

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.

23.04

Annual leave in accordance with Section 23.09 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.

23.05

Annual leave of less than five (5) days which have not been requested according to the seniority provisions of this Article, may be granted upon approval of the member's Division Commander.

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

23.06

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

23.07

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.

(1) Annual leave shall be considered denied only when annual leave which has been approved under Section 23.09 of this Article is cancelled.

23.08

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 in cash on or before January 31st of the following year.

(1) A member, upon special request, may bank an additional fifteen (15) annual leave days upon approval of the Department Head. If approved, the member shall not have his excess annual leave time paid in cash until the following January 31st, in accordance with the plan. 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.

23.09

Annual leave schedules shall be posted by the Sheriff in accordance with the operational requirements of the Department or Division. Annual leave schedules shall be posted in each division on September 1st for twenty (20) days to take effect October 1st, and run through March 31st. This time shall be known as the winter vacation period. The summer vacation schedule shall be posted March 1st for twenty (20) days and take effect April 1st and run through September 30th, in order that 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 approval or denial of the annual leave bid request within ten (10) days of the closing of the posting.

23.10

Annual leave preference shall be determined insofar as possible on the basis of seniority as provided in Article 16.01.

23.11

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 23.09 above.

23.12

Any member eligible for the use of annual leave who is separated from service for any reason shall be compensated in cash at the time of separation for all unused annual leave days, not to exceed the limitation, in Section 23.08.

23.13

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 leave of previously assigned personnel.

#### ARTICLE 24 - SICK LEAVE

24.01

All full-time members of the Bargaining Unit shall be entitled to sick leave with full pay of a 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 forty-four (144) hours of paid service.

24.02

A member may, after six (6) months of employment, use their accumulated sick leave.

24.03

(Applicable To Employees Hired On Or After October 1st 1983)

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

(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 shall be paid at the rate of 50%.

(4) At the member's option, payment for 1, 2 and 3 above may be taken in the form of deferred compensation. The decision and

notification to the Employer with respect to this option shall be made by the member within thirty days on or before December 1st annually.

24.04

(Applicable To Employees Hired Prior To October 1st 1983)

A member may:

(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 to be covered by the income protection plan detailed in Article 34.29 entitled Long-Term Disability, and be subject to all applicable provisions in 34.29 through 34.34.

(3) A member shall not be able to switch between 1 and 2 above.

24.05

A member who uses five (5) or less sick leave days per year shall be credited with twenty four (24) hours of annual leave on his/her anniversary date.

24.06

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.

24.07

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's 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.

(1) 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 3 of the grievance Article.

24.08

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

24.09

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.

24.10

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

24.11

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.

24.12

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 layoff, within the two (2) year limitation, a member shall have credited to their sick leave bank all time not previously compensated.

24.13

If a member is on sick leave, with or without pay, for a period longer than twenty (20) working days, the member's position shall be filled on a temporary basis.

## ARTICLE 25 - PERSONAL BUSINESS LEAVE

### 25.01

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.

### 25.02

All full-time members shall be entitled to one (1) additional Personal Business Leave day per year which shall be charged to sick leave.

### 25.03

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) Denial of personal business leave days as an adjunct to leave days or vacation days may not be deemed unreasonable and approval thereof may be withheld in the Sheriff's or his approved representative(s) discretion.

(6) Personal business leave days may be taken in four (4) hours minimum increments.

#### ARTICLE 26 - BEREAVEMENT LEAVE

26.01

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

26.02

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 stepparents, great-grandparents, great-grandchildren, sons-in-law, daughters-in-law, half brothers, and half sisters.

26.03

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.

26.04

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.

26.05

In the event that a Holiday as defined in Article 22 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.

26.06

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

26.07

A member, while on bereavement leave will not be called into work for any purpose or reason.

26.08

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 26.02.

#### ARTICLE 27 - LEAVE FOR UNION BUSINESS

27.01

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 twelve (12) days in any one (1) calendar year.

27.02

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.

27.03

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 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 28 - MILEAGE ALLOWANCE

28.01

Members required to use their private vehicles in the performance of assigned duties shall be paid for actual trip mileage incurred each month as established by their regular work location at the rate of:

First	300 miles	.....	33 cents per mile
Next	300 miles	.....	31 cents per mile
Over	600 miles	.....	29 cents per mile

An increase of .01 cent shall be added to the above figures on May 1, 1991, and every six months during the term of this Agreement.

28.02

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



28.03

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

28.04

It is understood by the parties that the Employer shall retain the right to provide at its expense and at its discretion automobiles for use in department assignments in lieu of mileage. It is further understood that the Director of Personnel/Human Resources may provide a fixed monthly flat rate mileage in lieu of mileage under Section 28.01. If the Director of Personnel/Human Resources elects to provide flat rate mileage, the rate shall be \$310.00 per month until November 30, 1991, \$320.00 per month effective December 1, 1991, \$330.00 per month effective December 1, 1992.

28.05

However, it is understood that flat rate mileage shall be paid to the following members:

- (1) All plain clothes members budgeted to the Executive Division and CEO's Office.
- (2) All members budgeted to and assigned to Civil Process.
- (3) All members budgeted to and assigned to the Identification Bureau.
- (4) All members budgeted to and assigned to the Investigative, Training, and Marine Units.

28.06

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

28.07

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

#### ARTICLE 29 - MATERNITY/PARENTAL LEAVE

29.01

A regular or probationary member, 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.

29.02

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.

29.03

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.

29.04

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.

29.05

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, or until her physician determines she is capable of performing the duties of her regular employment whichever is sooner.

29.06

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 16.

29.07

Employees may apply for unpaid leave of absence for parental leave for a period not to exceed six (6) months following the birth or legal adoption of a child.

ARTICLE 30 - LEAVE WITH PAY

30.01

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 Veteran's conventions. The member requesting time off with pay under this subsection shall be duly elected or appointed delegate of the organization and proof of such must be submitted prior to taking such leave.

(1) Time off with pay for attendance listed in subsection above, shall not exceed five (5) work days in one (1) fiscal year.

F.

Attendance at institutes or meetings when such attendance, in the opinion of the Sheriff, contributes to the betterment of the service.

G.

Attendance at professional conferences, meetings, or institutes as delegated by the Sheriff as a duty assignment.

H.

Attendance at State funerals, funeral of County Officials or employees, military funerals, funerals of Police Officers in nearby communities as delegated by the Sheriff.

30.02

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

30.03

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

ARTICLE 31 - LEAVE WITHOUT PAY

31.01

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.

A.

A leave without pay may be granted not to exceed six (6) calendar months to attend a college or university related to their field of study.

B.

If the request is granted, the position if needed shall be filled on a temporary basis within thirty (30) calendar days.

31.02

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. A leave due to the physical or mental disability of any employee may not exceed a six (6) month period. An employee who has more than five (5) years of county service may be granted additional six month extensions, not to exceed a total leave without pay of eighteen (18) months.

B.

Because the member has been elected or appointed to a public office.

(1) 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.

(1) 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.

31.03

Except for Section 31.02(C) of this Article, leave without pay shall not exceed two (2) years.

31.04

Any member granted a leave of absence in accordance with Section 31.02(A) above, shall utilize all sick and annual leave prior to the effective date of such leave.

#### GENERAL RULES

31.05

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

31.06

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.

31.07

Vacant positions caused by a member given leave of absence without pay (except as provided in 31.01(A)) shall be filled on a temporary basis, within thirty (30) calendar days.

31.08

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

31.09

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 32 - MILITARY LEAVE

32.01

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.

32.02

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.

32.03

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.

32.04

Upon returning from military service, the member:

1. Shall be reinstated as though they had not been on military leave.
2. Shall have the same status as they had prior to the beginning of their military leave.
3. Shall take such examinations as they would have been required to take had they not entered the Armed Forces.
4. Shall complete any uncompleted probationary period.
5. 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.

32.05

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.

32.06

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.

32.07

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.

32.08

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 33 - UNIFORM, CLOTHING AND EQUIPMENT ALLOWANCE

33.01

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

33.02

The following uniform items shall be deemed as standard uniform, shall be of new issue, and will be issued to all members in the Department who have not previously received each item.

- 1 GARRISON 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
- 1 BLACK BASKETWEAVE LEATHER (COMPLETE SET)
- 1 BLACK MILITARY SHOES (PAIR)
- 1 POLICE TYPE TIE CLASP

- 1 NAME PLATE
- 1 WHISTLE W/CHAIN
- 1 BELT
- 1 HANDCUFFS (SET)
- 1 .357 REVOLVER (SEE 33.03 BELOW)

### 33.03

During calendar year 1991 the Sheriff's Department shall issue a 9mm automatic weapon to each employee in lieu of a .357 caliber revolver provided said weapons are available from the manufacturer. Each employee shall be required to turn in their .357 caliber revolver and must have completed a transition training course in order to receive the replacement weapon.

### 33.04

The following items shall be purchased by the Employer for the Bomb Technicians:

1. Bomb Suit
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

33.05

Upon promotion 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.

33.06

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.

33.07

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

33.08

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 33.09 and 33.10 of this Article. Employees failing to return County property shall have appropriate payroll deductions taken to cover such loss.

33.09

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

33.10

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

33.11

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.

33.12

An annual uniform allowance in the amount of six hundred (\$600.00) dollars for each member shall be allocated for each member required to wear uniforms on or before March 1st, during 1991 and 1993, for the purpose of uniform replacements and their maintenance in accordance with the specifications, standards, and regulations established by the Sheriff. During 1992 the allocation shall be three hundred-fifty (\$350.00) dollars.

33.13

An annual clothing allowance in the amount of Four Hundred (\$400.00) dollars shall be paid to each member 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.

33.14

The monies allocated for each member in Section 33.12 above shall be paid in the amount of Three Hundred Fifty (\$350.00) dollars for each member on or before March 1st, during 1991, 1992, and 1993 for the purpose of maintaining the member's uniform clothing. The Employer shall also allocate the additional Two Hundred Fifty (\$250.00) dollars during 1991 and 1993 for each member as a uniform replacement fund to replace uniform equipment as listed in Section 33.02 above. There shall be no allocation for the uniform replacement fund during calendar year 1992. 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.

33.15

Monies allocated during 1991 and 1993 for uniform replacement shall be accumulative for the term of this Agreement.

33.16

In addition to the allowance paid under the provisions set forth in Sections 33.12 and 33.13 above, an additional allowance of Three Hundred Fifty (\$350.00) dollars in cash for each member 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.

33.17

All full time members of the Bargaining Unit required to carry firearms shall, upon qualifying annually with their duty weapon, be paid a qualifying allowance of Four Hundred fifty (\$450.00) dollars on or before May 1st annually. Master shall be paid an additional Fifty (\$50.00) dollars.

33.18

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

#### ARTICLE 34 - INSURANCE PROGRAMS

34.01

Except where inconsistent with the express terms of this Agreement, the Wayne County Health And Welfare Benefit Plan, effective 12-1-90, is hereby incorporated by reference.

34.02 Health Insurance

Effective upon ratification of this Agreement, the Employer shall provide at its expense hospital-medical benefits for each full-time permanent employee within this Bargaining Unit, and their legal

dependents. The coverage provided shall be equal to MVF II-Ward Service, with prescription rider, \$2.00 deductible, mandatory consultation on elective surgery rider, hospice care, precertification of elective inpatient hospital admission rider, and precertification of hospital length of stay for inpatient hospital admissions rider and transplant surgery rider or, as an alternative to MVF-II Ward Service with above rider, qualified employees may choose an available HMO or Prudent Provider Arrangement. The present choice of HMO carriers and third party administrators does not obligate nor limit Wayne County to providing insurance or self-insurance programs with these organizations.

1. Dependent children will be covered under the plan of participation until the end of year in which they have reached age 19. Coverage may be continued until the end of the year in which they reach age 25 if employees certify the following annually for dependent children:
  - a. Full-time active enrollment in college or university by letter from the registrar's office of the school attendance.
  - b. Dependency status, by notarized affidavit.
2. Dependent children between the ages of 19 and 24, who are still the employee's legal dependents but are not full-time students, may continue coverage on the employee's contract with a partial contribution from the employee. The cost for this continued coverage must be paid by payroll deduction. The cost will be \$30.00 per month for the life of this Agreement. Risk Management shall request proof of dependency by notarized affidavit.
3. Handicapped dependent children over the age of 19 will be carried, at no expense to the employee, so long as he/she meets the terms and conditions of Public Act 275 of 1966 and any other applicable statute, and as long as the employee remains eligible for health care coverage. Risk Management Division shall request the following:

Complete form #040-7, Blue Cross/Blue Shield of Michigan or like form from other health provider. This form is called "Disabled Dependent Application". These forms will be supplied to the employee by the Risk Management Division.
4. Dependents over the age of 25 may be covered under the plan of participation as a "Sponsored Dependent" if they:

- a. Reside in the same household as the employee or are related by blood or marriage, and
- b. Are currently dependent on the employee for at least 50% of their support, and
- c. Are claimed as a dependent on the employee's most recent federal income tax return.

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

5. Failure to respond to a Request of Verification of a Dependent's Status will result in loss of coverage for that dependent.

#### 34.03

Enrollment of employees and dependents in health plans is the responsibility of the employee.

#### 34.04

The Employer shall provide master medical Supplemental Insurance Benefit Catastrophic Coverage Plan equivalent to Option 4 for each active employee in this Bargaining Unit that has elected MVF-II coverage. Program will include a \$50 deductible per person or \$100 deductible per family and a 90%-100% copay.

#### 34.05

The Employer shall provide for employees a self-insured optical reimbursement program with an \$100.00 maximum benefit level for each family member currently covered under hospital medical benefits (equal to MVF II, HMO or PPO) at Employer's expense. Benefits shall be limited to prescription lenses, prescription contact lenses, eye glass frames, vision examination by licensed optometrists, opticians and ophthalmologists. The \$100.00 benefit reimbursement will be restored every two (2) years. Eligible members and their dependents may obtain optical services from any licensed optometrist, optician, or ophthalmologist during the two (2) year period and receive the \$100.00 reimbursement allowed by the Employer. The plan period begins December 1, 1989 and will renew every two (2) years thereafter.



34.06

Under the Plan, the following steps are required:

1. Contact the Risk Management Division at 224-7766 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 a completed Request for Optical Reimbursement form with the paid original receipt to the Risk Management Division, fifth floor, Wayne County Building, 600 Randolph, Detroit, Michigan 48226.

34.07 Dental Insurance

The Employer shall provide a dental plan for each active employee and qualified dependents in this Bargaining Unit with a yearly combined maximum of \$1,000 per person, per benefit year, for all dental services in Classes I, II and III with individual levels as follows:

**Class I Benefits:** 100% on diagnostic services, preventive services, restorative services, and oral surgery services. Include in \$1,000 maximum per person, per benefit year. See service definitions below:

**Diagnostic Services:** Usually employed by dentist in evaluating existing conditions and the dental care required. Such services may include: consultations, diagnosis and diagnostic aids.

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

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

Oral Surgery Services: Extraction and other oral surgery procedures employed by a dentist.

34.09

Class II Benefits: Provides for prosthodontic services, endodontic and periodontic services. 85% paid, included in \$1,000 maximum per person, per benefit year.

Endodontic Services: Procedure usually employed by a dentist for the treatment of teeth with diseased or damaged nerves (i. e., root canals).

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

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

34.10

Class III Benefits: Provides for orthodontic services defined as treatment and procedures required for the correction of malposed teeth. 50% paid up to a maximum benefit of \$950 per person's lifetime.

34.11

Life Insurance

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

34.12

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

34.13

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

34.14

Any employee other than those provided for in 34.13 above who is killed in the line of duty shall have his or her County provided life insurance doubled.

34.15

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

34.16

#### Continuation of Benefits

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.

34.17

#### Pre-Paid Legal Plan

The County shall contribute **Six (\$6.00)** 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.

34.18

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.

34.19

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

34.20

An open enrollment for medical benefits will be held in the fall of each calendar year, whereby employees can elect various coverages for the subsequent calendar years, and enroll new dependents for both the medical and dental plans. Newly acquired dependents (i.e., by birth, adoption, marriage, or court order) must be enrolled within 30 (thirty) days from the date of birth, adoption, marriage or court order for both medical and dental coverage. Dependents not enrolled within 30 (thirty) days may be enrolled at the next open enrollment period. Subject to 34.27 (opt-outs) employees may make changes between medical plans only at the open enrollment, and at no other time.

34.21

The Employer will continue to coordinate hospital, medical and dental benefits with insurance carriers of spouses and/or dependents of Wayne County active employees. It is a requirement that all employees and retirees provide Risk Management with current information as to changes in marital, employment and insurance status. Coordination of benefits under the MVF II option will be conducted under the policy known as "Pursue and Pay".

34.22

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

34.23

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

34.24

The Employer may, at its option and at its own cost, implement Spending Accounts ("accounts") for health care, dependent care, or both, during the term of this Agreement. The accounts will comply with Section 105, 125 and 129 of the Internal Revenue Code, and will provide employees with a voluntary program to achieve income tax savings on unreimbursed medical, and qualifying dependent care expenses.

34.25

Insurance Programs: Effective Date

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

Health Insurance  
Dental  
Life Insurance  
Supplemental Life Insurance

34.26

#### Insurance Programs: Termination Date

Subject to Article 34.32 (continuation of medical coverage while on long-term disability), Article 34.16 (continuation of medical dental and life coverage while on an approved leave due to illness), Article 34.19 (continuation of medical, optical and dental coverage upon the accidental death of an employee), Article 34.38 (continuation of medical and dental benefits while on worker's compensation), and Article 34.18 (eligibility for retiree health and life insurance benefits), the following insurance programs shall terminate on the last day of the month following a voluntary or involuntary termination of employment, retirement, death, unpaid leave of absence, commencement of a disability, or layoff:

Health Insurance  
Dental  
Life Insurance  
Supplemental Life Insurance

34.27

#### Opting-out of Health Benefits

At the County's option, an opt-out program may be offered as follows:

A.

Upon the hire, rehire, transfer into a job classification covered by this Agreement, annual open enrollment, or initial coverage by other health insurance, an employee may elect to opt-out of health benefits offered by the Employer as described in this Article.

B.

Only employees who are covered by other health insurance may opt-out. "Other health insurance" means another Employer sponsored plan of group health insurance which provides primary coverage to the employee in this capacity either as a spouse of an active employee, as a retiree or as an active employee.

C.

Once elected in writing by the employee, the opt-out is irrevocable until the next open enrollment, unless the other health coverage is lost. If an employee re-elects Employer coverage due to loss of other coverage as allowed in 34.27(E) below, he will be automatically placed in the medical plan of the County's choice until the next open enrollment.

D.

An employee who wishes to opt-out shall certify to the Employer in writing that he is covered by other health insurance, the name of the group health plan, the other Employer, in what capacity he is covered, and the name of the insurer or payor of the other plan. Employer's coverage shall terminate as of the end of the month following receipt of the notice.

E.

An employee who loses his other health insurance must notify the Employer in writing of the reason why coverage was lost, and must enroll himself and his dependents, if any, within fifteen (15) calendar days after the date coverage was lost. If notification occurs within the fifteen (15) day period, then coverage provided by the Employer shall be effective retroactively to the date coverage was lost. If notification occurs after the fifteen (15) day period, coverage provided by the Employer shall be effective on the first day of the month following notice.

F.

Notice is considered received by the Employer upon receipt of the appropriate written notice on a form authorized for this purpose in the Employer's Risk Management Department.

G.

The Employer will pay fifty dollars (\$50.00) per month to an employee who opts-out, commencing with the first payroll period which begins after receipt of the employee's notice of opt-out. If an employee who has opted-out re-elects the Employer's health benefits, then the opt-out payment shall cease effective with the pay period which begins after the date the Employer's health benefits are effective.

34.28

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

34.29

#### Long-Term Disability

Beginning the effective date of this contract, members of the Bargaining Unit hired on or after October 1, 1983 or those who were hired prior to October 1, 1983 and who made an election prior to January 1, 1988, shall be covered by a long-term disability income protection plan which pays a member 60% of regular annual pay rate or a maximum of \$2,000 monthly, whichever is less. A member qualifies for this protection after sixty (60) calendar days of illness or disability.

34.30

An employee disabled as a result of a work related injury is qualified to collect worker's compensation benefits. Payment of workers' compensation benefits preclude payment of long-term disability benefits. If long-term disability benefits have been made prior to a favorable adjudication of the employee's worker's compensation claim, the County shall deduct the dollar amount received, by the employee, in long-term disability benefits, on a dollar for dollar basis, against the supplemental worker's compensation benefits due and owing the employee. In the event the supplemental worker's compensation benefits are less than the benefits received under the long-term disability plan, then the employee shall have his statutory worker's compensation benefits reduced, on a dollar for dollar basis to make up the difference.

34.31

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



34.32

Health Insurance, Dental and Life Insurance as provided in Articles 34.02, 34.07, and 34.11 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 as long as an employee is receiving long-term disability benefit payments. Employees of this Bargaining Unit who have filed for or are in receipt of Long-Term Disability benefits may be subject to independent medical exams at the request of the Administrator to determine eligibility. The Administrator will utilize Beaumont, Oakwood or Henry Ford Hospitals or other neutral third parties jointly selected by the parties.

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

34.33

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

34.34

Employees receiving long-term disability income benefits shall receive benefits administered according to the "County of Wayne, Michigan, Long-Term Disability Income Benefit Plan effective July 1, 1984, revised December 1, 1990".

34.35

#### Worker's Compensation

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 Employee's Retirement Board of Trustees for consideration for duty disability retirement, pursuant to Section 17 through 19 of the Wayne County Retirement

Ordinance, as amended August 25, 1987, if the following conditions are applicable:

- a. The member has 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 statutory required Worker's Compensation Benefit, not to exceed a total of one hundred percent (100%) of the regular after-tax rate of pay.

34.36

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.

3. Officers receiving benefits in accord with 34.36 (2) above shall be placed on duty disability retirement as soon as they are determined to be eligible under the Retirement Ordinance. However, after two (2) years on worker's compensation they will be presumed eligible and application will automatically be made on their behalf for such retirement. If for any reason they are determined to be ineligible, they may continue receiving the benefits provided under 34.36 (2) beyond the two (2) year period.

34.37

Officers filing claims and receiving Worker's Compensation, shall earn annual leave for up to three (3) years. All officers receiving Worker's Compensation shall be paid off excess annual leave in accordance with Article 23.08 of the Agreement.

34.38

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 the duration of this Agreement.

34.39

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 33.13 through 33.16, 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.

34.40

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 33.17. 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.

34.41

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

34.42

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

34.43

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.

34.44

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

34.45

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.

34.46

All officers on Worker's Compensation who meet the eligibility requirements in Article 18 of this Agreement shall be entitled to take promotional examinations. The officer upon returning to work will be placed on the list in the appropriate position as indicated by his score. If bypassed for promotion the officer will be placed on the promotional recall list.

34.47

Where an employee is found to be ineligible for Worker's Compensation benefits, any supplemental payments made in accord with 34.36 (2) above, may be recovered by the County through payroll deduction upon the employee's return to work or by offsetting any other pay or benefits in equal amount.

34.48

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

#### ARTICLE 35 - TUITION REIMBURSEMENT AND IN-SERVICE TRAINING

35.01

In addition to funding provided by law, each member shall have credited to their In-Service Training account one Hundred (\$100.00) Dollars per fiscal year, which shall be used to offset the cost of expenses incurred as a result of in-service training.

35.02

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

35.03

##### Eligibility

Eligibility shall be limited to full-time certified employees with permanent status in the classified service whose proposed program(s) meets the requirements as set forth in 35.04 and 35.06 below.

35.04

#### Approval of Courses

The refund program shall apply only to courses which:

1. Lead to graduate, or undergraduate degrees in criminal justice or related fields; and,
2. Are conducted by an accredited educational institution, agency, or in-service training courses approved by the Committee. Institutions other than regular high schools and recognized junior colleges and universities will not be approved until they have been investigated and found to be acceptable by the Sheriff.

35.05

#### Amount of Refund

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

35.06

#### Allocation of Funds

The Sheriff shall establish an equitable system for the allocation of funds within the Department as provided by the Employer during the regular fiscal year. In order to facilitate the equitable allocation of such funds, the member shall give written notice to the Department of Personnel/Human Resources of the enrolled courses and the educational institution or agency where taken prior to commencement of the course work.

35.07

#### Tuition Reimbursement

Upon attaining a minimum passing grade of "C", said member shall inform the Sheriff by communication of their successful completion of the

class with proof of grade and receipt of payment of tuition. The Sheriff shall forward the necessary reimbursement voucher to the Department of Personnel/Human Resources in order that a refund can be made to reimburse said member for their tuition paid.

35.08

#### Processing of Request for Reimbursement

No later than November 30th of each fiscal year, said member will process their voucher(s) to the Personnel Department of the Sheriff's Office which will forward them to the Department of Personnel/Human Resources for payment. Payment will be equally distributed to each member who has complied with Sections 35.03 through 35.05 and 35.07 above, and payments are to be made not later than the first week of March annually.

35.09

#### Overtime for Training

All required departmental in-service training shall, as far as possible, be conducted during a member's work schedule, but in such cases where that is impractical, the overtime provisions of this Agreement shall apply. Members who elect to attend training classes, seminars, and specialized training classes conducted by the Department and/or other agencies shall not be entitled to overtime as provided for in this Agreement.

35.10

As indicated in Section 35.01 of this Article, the total allocated monies shall be for in-service training to offset the cost of law enforcement courses offered jointly by the Department and the Union. A Committee consisting of one (1) representative of the Union and one (1) representative of the Sheriff shall be established to administer and oversee the program. Appeals shall be directed to the Administrator of Training and Committee decisions are limited to 3317 combined State 302 and Wayne County allocated funds. The Local Union President may elect to represent the Union at the appeal process. The Sheriff maintains the right to limit the number of Command Officers allowed to be on extended leave for training (extended leave shall be defined as three (3) days or more). Expenditures above 302 and County allocated funds shall be at the discretion of the Sheriff.

35.11

Payment for in-service courses or programs will be processed in accordance with Section 35.08 above, not to exceed One Hundred (\$100.00) dollars per participant annually within the funds allocated.

35.12

Personnel selected to attend the F.B.I. National Academy or the Northwestern Traffic Institute, School Of Police Staff and Command shall be of the minimum rank of Police Lieutenant. A minimum of two Lieutenants annually shall be selected by the Sheriff to attend the Northwestern Traffic Institute (School of Police Staff and Command), provided that a minimum of two slots are provided by the School. Attendance at the F.B.I. National Academy will be based upon the sole recommendation of the Sheriff and approval of the F.B.I. Academy.

35.13

If the employee gives said notification to the Department of his or her intent to exercise their early retirement by which purchased military time will be used, then said employees may not be eligible for specialized training as may be provided for under Section 35.12 above. This provision will only apply if the employee has five or fewer years until retirement.

**ARTICLE 36 - EMPLOYEE SAFETY**

36.01

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

36.02

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 defects to the immediate attention of their Commanding Officer and/or Division Commander, in writing.

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

36.03

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

36.04

A Safety Committee, comprised of three (3) members of the Union and three (3) members representing the Employer shall be established for the purpose of conducting quarterly meetings in order to discuss and recommend safety procedures and the Safety Committee shall implement said safety procedures as approved by the Committee. Members of the Safety Committee shall be as follows:

1. Designated representative of the Labor Relations Division.
2. Designated representative of the Risk Management Department.
3. Designated representative of the Sheriff's Department.
4. The Local Union President or his representative.
5. The Chairman of the Union Bargaining Committee.
6. The Chairman of the Union Grievance Committee.

36.05

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

36.06

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

ARTICLE 37 - RETIREMENT

37.01

Defined Benefit Plan #1 (DBP-#1)

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

A.

Applicable to full-time members of Local 3317 employed by the County of Wayne PRIOR to October 1, 1983.

B.

The Employer shall pay the member's cost for the increase in retirement benefits in accordance with the July 31, 1972, Act 312 Award.

C.

Normal Retirement shall mean twenty-five (25) years of credited service without any age requirement.

D.

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 bi-weekly payroll.

E.

The Employer shall contribute in addition thereto, the amounts required to actuarially fund the Retirement System.

F.

Average Final Compensation shall be equal to the average of the five (5) highest years of compensation while a member of the system.

G.

For employees who have retired or who are retiring under Defined Benefit Plan #1 prior to December 1, 1991, the amount of their retirement compensation (normal pension) shall equal two percent (2%) per service year credit times average final compensation.

H.

For employees retiring under Defined Benefit Plan #1 on or after December 1, 1991 with a regular service (normal) retirement, i. e., with 25 or more years of service, the amount of their retirement compensation (normal pension) shall equal two and one half percent (2 1/2%) per service year credit times average Final Compensation.

I.

The amount of County financed normal pension shall not exceed 75 percent of average final compensation reduced by the annual equivalent, as presently used and determined by the retirement system, of any worker's compensation benefit paid on account of prior employment by the County.

J.

Employees separating from County service with vested pension benefits who then receive, when eligible, a deferred pension payment shall have that payment computed in accordance with Section 37.01 (G) above.

37.02

Defined Benefit Plan #2 (DBP-#2)

For employees who are members of Plan #2, the detailed provisions of the Wayne County Employee's Retirement System shall control.

37.03

Defined Benefit Plan #3 (DBP-#3)

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

A.

Members in Defined Benefit Plan #3 may elect one of the following options:

B.

Transfer to Defined Benefit Plan #2 and receive a refund of all contributions made to date, plus 50% bonus. Service earned in Defined Benefit Plan #3 shall be transferred entirely to Defined Benefit Plan #2.

C.

Transfer to Defined Contribution Plan #4 and receive a refund on those contributions which exceed the selected contribution rate. Upon transfer which terminates all claim for benefits under Defined Benefit Plan #3, the Employer shall match the non-refunded contributions \$4.00 for every \$1.00 the employee contributes.

37.04

Defined Contribution Plan #4 (DCP-#4)

The Defined Contribution Plan #4 is one of two retirement plan options afforded to employees hired ON OR AFTER January 1, 1986. The other option is Defined Benefit Plan #2.

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 #4 shall contribute no less than one percent (1%) nor more than two and one half percent (2.5%) of gross wages to the plan.

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 #4, plus earnings on those withdrawal contributions, if any.
2. After three (3) years of total County credited service or upon involuntary termination of employment other than for cause, the 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 #4 shall be invested as specified by the Retirement Ordinance.

G.

Distribution of the funds from the Defined Contribution Plan #4 shall be in accordance with the prevailing rules and regulations of the Internal Revenue Service and the Retirement Ordinance.

37.05

Normal retirement shall mean twenty-five years of credited service at age 55, twenty (20) years of credited service at age 60, or eight (8) years of credited service at age 65. A year of credited service equals 2,080 straight time hours.

37.06

Retirement Option - Purchase of Military Service

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

A.

The Retirement Commission may establish rules not in conflict with this Section for the implementation of this Section. Such rules may define payment schedules, limit purchases when military time has already been used as a credit in another public pension system, limit the way this time may be used, or limit purchases to specified time periods on an annual basis or within certain periods after the date of the member's first employment with the County.

B.

This provision does not apply for employees who are members of Defined Contribution Plan #4.

37.07

Early Retirement

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. This early retirement option shall only provide retirement benefits computed by two percent (2%) per service year credit times average final compensation if the employee retires under DBP #1.

A.

Employees retiring under this early retirement provision who are members of DBP #1 shall be immediately eligible for post retirement insurance and health care benefits. Employees who are members of Defined Contribution Plan #4 who retire under this provision shall be eligible for post retirement insurance and health care benefits upon reaching the normal age requirements for retirement as provided in Section 37.05.

B.

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 and have not purchased, if any, at the full actuarial cost of such time at its present value. Purchases shall be in one month units. Twelve (12) months shall be purchased in order to receive a full year of credited service. The payment schedule in existence for purchases of military service time shall apply to any purchase of layoff time.

37.08

Deferred Compensation

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

37.09

General Retirement Provisions

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

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

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

Once the employee has opted for the Defined Contribution Plan #4, that employee may not opt for a Defined Benefit Plan.

37.10

Each employee shall participate in one of the Defined Benefit Plans or the Defined Contribution Plan.

37.11

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

37.12

Except as provided in 37.07 (A), employees must meet all age and service requirements to be eligible for post retirement insurance and health care benefits pursuant to the Wayne County Health and Welfare Benefit Plan effective December 1, 1990.

Employees separating from County service with vested pension benefits who then receive, when eligible, a deferred pension payment, shall not be eligible for post retirement insurance and health care benefits.

37.13

All new employees hired on or after December 1, 1990, shall be eligible for participation in Defined Benefit Plan #2 or Defined Contribution Plan #4, however, said employees shall not be eligible for insurance and health care benefits upon retirement unless they retire with 30 or more years of service or after a minimum 15 years of service at age 60 or older.



## ARTICLE 38 - ECONOMIC IMPROVEMENTS

### 38.01 Special Skills Positions

The following special skill positions shall receive One Thousand (\$1000.00) dollars greater than their base rate while working in these capacities:

1. Motorcycle Unit
2. Polygraph Operator
3. Bomb Technician
4. Canine Unit
5. S.W.A.T. Unit
6. Communications Field Services
7. Investigative Units
8. Crime Lab./I.D. & Central Photo.
9. Marine Safety Unit

### 38.02

Executive Staff Officers shall earn overtime at time and one-half of their hourly rate up to \$2000.00, thereafter earning Compensatory time at time and one-half up to 400 hours, and thereafter overtime will be paid in cash at time and one-half of their regular hourly rate, while working in this capacity.

### 38.03

Employees may request use of Compensatory time and shall be permitted to use such time within a reasonable period after making the request if the use of the Compensatory time does not unduly disrupt the operations of the Department. However, management reserves the exclusive right to mandate use of such Compensatory time upon forty-eight (48) hours notice to the employees, unless otherwise agreed between management and the affected party. The parties intend to comply with the provisions of the FLSA. In no event shall Compensatory time be factored into AFC for retirement purposes. This paragraph supersedes any provisions in Article 20.02 of this Agreement.

38.04

Rates of Compensation

The market to be used in setting rates of compensation shall include base wages and longevity if applicable. The law enforcement agencies which were used in the 1983 contract shall continue to be used during the life of this Agreement. Said agencies are:

1. Detroit Police Department
2. Michigan State Police
3. Oakland County Sheriff
4. Livonia Police Department
5. Dearborn Police Department

38.05

Effective the first pay period after December 1, 1990, members will be placed at a pay rate according to the following rate scales and shall have yearly wage increases effective with the first pay period after December 1, 1991 and December 1, 1992:

38.06

TABLE 1 - SERGEANTS IN THE BARGAINING UNIT ON 12/01/90

BARGAINING UNIT SENIORITY AS OF 12/01/90	12/01/90	12/01/91	12/01/92
0 YRS. < 1 YR.	36,200.00	39,302.00	42,604.00
1 YR. < 2 YRS.	37,325.00	40,705.00	44,085.00
2 YRS. < 3 YRS.	38,826.00	42,197.00	45,567.00
3 YRS. < 4 YRS.	40,069.00	42,818.00	45,567.00
4 YRS. < 5 YRS.	41,462.00	43,515.00	45,567.00
5 YRS. AND OVER	42,856.00	44,191.00	45,567.00

38.07

TABLE 2 - LIEUTENANTS IN THE BARGAINING UNIT ON 12/01/90

TIME IN GRADE AS A LIEUTENANT AS OF 12/01/90	12/01/90	12/01/91	12/01/92
0 YRS. < 2 YRS.	45,382.00	47,615.00	49,849.00
2 YRS. < 4 YRS.	46,521.00	48,810.00	51,100.00
4 YRS. AND OVER	47,689.00	49,365.00	51,100.00

38.08

Existing members who are already at a wage which is higher than the rate listed in TABLES 1 and 2 shall remain at that rate until such time as they will advance to a rate which is greater than their current rate based on their time in grade.

EXAMPLE: Sergeant "A" is at a current wage rate of 37,525 and has less than one year time in grade. Sergeant "A" would normally be placed at 36,200 effective 12-01-90. Sergeant "A" will remain at 37,525 until 12-01-91 when the wage will increase to 39,302.

38.09

New Sergeants with less than (6) six months time in grade as of December 1st during the life of this Agreement shall receive a rate increase to the new minimum rate for Sergeant which is in effect on that date. New Sergeants with (6) six months but less than (1) one year time in grade shall receive a rate increase equal to maximum rate for Sergeants in effect on that date minus their current rate divided by (3) three.

38.10

Newly promoted Sergeants who are currently at a wage rate which is greater than the current minimum rate in effect for Sergeants, shall remain at their current rate of pay until such time as they will receive an increase based on their time in grade. For new Sergeants promoted into the Bargaining Unit over the life of this Agreement, the following pay rates shall be utilized.

38.11

TABLE 3 - SERGEANTS/PROMOTED AFTER 12/01/90

DATE	STARTING	>6 MOS. AS OF 12/01/91	>6 MOS. AS OF 12/01/92
12/01/90	36,200.00	38,864.00	42,216.00
12/01/91	37,725.00	-----	41,646.00
12/01/92	40,867.00	-----	-----

EXAMPLE: Sergeant "A" has (7) seven months time in grade as of 12-01-91 and is at a current rate of 36,200. The maximum rate for Sergeant effective 12-01-91 is 44,191. Therefore: ,

$$\begin{array}{r}
 44,191 \\
 -36,200 \\
 \hline
 7,991
 \end{array}
 \qquad
 \begin{array}{r}
 7,991 \\
 \hline
 3
 \end{array}
 = 2,664
 \qquad
 \begin{array}{r}
 36,200 \\
 + 2,664 \\
 \hline
 38,864
 \end{array}$$

The new rate for Sergeant "A" will be 38,864 (see TABLE 3).

EXAMPLE: Sergeant "B" has (4) four months time in grade as of 12-01-91 and is at a current wage rage of 36,200. Effective 12-01-91 this Sergeant would advance to the new minimum rate for Sergeant which is 37,725 (see TABLE 3).

38.12

Newly promoted Lieutenants shall be placed at the minimum starting rates as specified in TABLE 4.

38.13

TABLE 4 - LIEUTENANTS/PROMOTED AFTER 12/01/90

DATE	STARTING	>6 MOS. AS OF 12/01/91	>6 MOS. AS OF 12/01/92
12/01/90	45,382.00	47,374.00	49,237.00
12/01/91	46,521.00	-----	48,811.00
12/01/92	47,689.00	-----	-----

Lieutenants with less than (6) six months time in grade as of December 1st during the life of this Agreement shall receive a rate increase to the new minimum rate for Lieutenant which is in effect on that date. Lieutenants with (6) six months but less than (1) one year time in grade shall receive a rate increase equal to the maximum rate for Lieutenants in effect on that date minus their current rate divided by (2) two.

EXAMPLE: Lieutenant "A" has (7) seven months time in grade as of 12-01-91 and is at a current rate of 45,382. The maximum rate for Lieutenant effective 12-01-91 is 49,365. Therefore:

$$\begin{array}{r}
 49,365 \\
 -45,382 \\
 \hline
 3,983
 \end{array}
 \qquad
 \begin{array}{r}
 3,982 \\
 \hline
 2 \\
 = 1,992
 \end{array}
 \qquad
 \begin{array}{r}
 45,382 \\
 + 1,992 \\
 \hline
 47,374
 \end{array}$$

The new rate for Lieutenant "A" will be 47,374 (See TABLE 4).

EXAMPLE: Lieutenant "B" has (4) four months time in grade as of 12-01-91 and is at a current wage rate of 45,382. Effective 12-01-91 this Lieutenant would advance to the new minimum rate for Lieutenant which is 46,521 (see TABLE 4).

#### ARTICLE 39 - DIFFERENTIAL PAYMENT

##### 39.01 Shift Differential

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.

##### 39.02 Weekend Differential

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

39.03

All members required to work on Sunday shall be paid a weekend differential of forty (.40) cents per hour.

#### ARTICLE 40 - LONGEVITY PAY

40.01

This Article shall expire on December 31, 1991. No longevity payments shall become due and owing after that date.

40.02

Until December 31, 1991, full-time employees shall be entitled to longevity payments in accordance with the following provisions:

40.03

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.

40.04

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.

40.05

Eligibility for payment of longevity increments shall be based solely upon an employee's continuous County service, and shall include all authorized leave 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.

40.06

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 served 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 December 31, 1991.

#### ARTICLE 41 - UNION BULLETIN BOARDS

41.01

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

1. Union Meetings
2. Union Elections
3. Reports of the Union
4. Rulings or policies of the International Unit
5. Recreational and Social Affairs of the Union
6. Posting of position vacancies
7. In-service Training Opportunities

41.02

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

## ARTICLE 42 - DRUG TESTING POLICY

42.01

### Reasons For Testing

The County's program includes the following types of drug testing:

- (1) Pre-promotional - testing an employee who is selected for promotion.
- (2) Transfer - testing an employee who is transferred to a job of a sensitive nature (e.g., Drug Enforcement, Internal Affairs, and other jobs designated by the Review Committee).
- (3) Re-employment - testing an employee who has been off the payroll for over thirty (30) calendar days.
- (4) Random - random testing at request of Division Commanders with approval of the Sheriff/Director for: Civil Process (FOC), DEA, Marine, Int. Affairs, EOD, Canine, AWF, SWAT, Executive Staff.  
  
Random testing as determined by computer lottery selection or other such method.
- (5) Based Upon Reasonable Suspicion - testing when a representative of the Employer can point to objective facts from which can be drawn rational inferences, in light of the representative's experience, that the employee is under the influence of, using, selling, dispensing, or in possession of any controlled substance unlawfully.
- (6) Follow-up - testing as part of counselling or rehabilitation.

42.02

Orders for testing will come from the Director or Deputy Director of the Department of Personnel/Human Resources or the Labor Relations Director. Orders for testing shall be documented in writing. Documentation shall include the reason for the order.



42.03

An employee who refuses to comply with a drug test under this program shall be permanently removed from the County service.

42.04

#### Testing Procedure

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

42.05

#### Completion of Testing Form

(1) The employee may be asked by the collection facility to furnish only such information in writing as is necessary in order to insure the integrity of the sample collected, including information verifying the identity of the employee and, if possible, identifying any prescription or nonprescription medication and/or alcohol recently ingested by the employee.

(2) A multi-part numbered form consisting of identification information and other data, including numbered specimen identification labels, shall be completed at the collection facility.

(3) A copy or photocopy of the Laboratory Testing Form, completed and containing the same number as the master record and specimen labels, shall be given to the employee on completion of obtaining, labeling, and sealing the sample/specimen.

42.06

#### Collection of the Sample/Specimen

(1) Clean and previously unused collection and storage containers of the type utilized by medical facilities for bodily fluid samples will be supplied by the testing laboratory for urine collection and samples. The employee may reject any container he/she feels has been contaminated.

(2) Privacy Area - Urine collection shall be conducted at the collection facility in a manner which provides a high degree of security for the sample and freedom from adulteration. The employee may choose to be witnessed by the facility representative of the same sex while submitting a sample. If the employee chooses not to be witnessed, the collection site person shall ask the individual to remove any unnecessary outer garments that might conceal items or substances that could be used to tamper with or adulterate his/her urine specimen. Also, all personal belongings must remain with the outer garments; a secure area for valuables and firearms will be provided. The employee shall be instructed to wash and dry his/her hands prior to submitting the required specimen. The volume of the sample must be at least 60 mls. for the screening test and confirmation test. The employee may be given a reasonable amount of liquid (e.g., a glass of water) to assist in producing an adequate specimen and a second specimen if requested. Site personnel shall determine if the specimen contains at least 60 milliliters of urine.

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

(3) Both the employee being tested and the collection site person shall keep the specimen in view at all times prior to its being sealed and labeled. The collected sample shall be deposited by the collection site person into a storage container. The cover will then be secured and sealed with a tamper proof tape by the collection site person and witnessed by the employee being tested. After the specimen has been provided to site personnel, the individual shall be allowed to wash his/her hands. The label will be signed by the medical personnel (and if he/she desires, by the employee), with date and time noted, and secured to the container. The storage container should then be placed into a plastic bag along with a "chain of custody record" with appropriate entry and the plastic bag will be sealed with plastic evidence tape.

(4) The sealed plastic bag containing the sample storage container will be placed in a locked refrigerator utilized only for storage of samples to be tested. A log book shall be kept of anyone who enters the refrigerator.

Laboratory Procedure:

(1) An employee of the testing laboratory shall remove the sealed plastic bag from the refrigerator at the testing facility, verify the integrity of the bag and transport sealed plastic bag to the testing laboratory, where the date, time, name, and signature of the receiving person is entered on the chain of custody record. Laboratories must comply with applicable provisions of any Federal and State licensing requirements. Accredited laboratories must have the facility and capability, at the same laboratory, of performing screening and confirmation tests for each drug or metabolite for which service is offered and requested.

(2) The testing laboratory shall maintain a chain of custody record of any individual handling/testing an employee's sample.

(3) Lab Test

(a) The initial screening test will be of the RIA and/or EMIT type. No action shall be taken based on the initial screening test, but rather may only be taken after a confirmation test has been administered and a positive result obtained.

(b) Confirmation or follow-up test will be of the Gas Chromatography/Mass Spectrometry method and shall be conducted by the same laboratory which performed the initial screening. The laboratory shall be required to specify the metabolites tested for, the cut-off levels and the testing procedure used in each drug classification.

(c) In determining whether a test result is positive, the laboratory shall use the decision or cut-off levels which are as follows:

	Initial Test Level <u>(ng/ml)</u>	Confirmatory Test Level <u>(ng/ml)</u>
<u>1.</u> Amphetamines Amphetamine Methamphetamine	1000 ng/ml	500 ng/ml 500 ng/ml
<u>2.</u> Barbiturates	300 ng/ml	200 ng/ml
<u>3.</u> Cocaine Metabolite Benzoylecgonin	300 ng/ml	200 ng/ml 150 ng/ml
<u>4.</u> Marijuana Metabolite Delta-9-THC-9-COOH	100 ng/ml	15 ng/ml
<u>5.</u> Opiates Codeine Morphine	300 ng/ml	300 ng/ml 300 ng/ml
<u>6.</u> Phencyclidine (PCP)	25 ng/ml	25 ng/ml

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

(4) On completion of all testing:

(a) A signed, dated, timed and contemporaneously written report from the laboratory must be submitted to the collection site within one week of the test, and shall be made available to the employee (and upon the employee's request to the Union) immediately after its receipt by the Employer.

(b) Negative specimens, which have any remaining samples will be disposed of. The chain of custody record, and all other reports pertaining to the test will be kept by the testing laboratory for two (2) years.

(c) If the test is positive, the employee may request, and shall be furnished, the information available regarding:

1. the type of tests conducted;
2. the results of the test; and
3. the sensitivity (cut-off point) of the methodology employed.

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

42.08

Choice of Collection Facility and Testing Laboratory:

The Employer and Union agree that Maybury Clinic shall be the designated collection facility and Smith Kline Bio-Science Facilities shall be the designated testing laboratory under this program. In the event the Employer wishes to change the collection facility and/or testing laboratory, the procedures utilized in any subsequent collection facility and/or testing laboratory shall be as specified elsewhere in this Agreement. Any such facility or laboratory shall be licensed by the State or Federal Government. The Union will be informed and shall be given the opportunity to inspect any new facility or laboratory.

42.09

Review Committee

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

42.10

Consequences of a Positive Test

Disciplinary action will be initiated against any employee found to have used an illegal drug. The severity of the action chosen will depend on the specific offense, the employee's work record, length of service and any available pertinent evidence.

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

42.11

Voluntary Admission Period

There will be a one-time opportunity for employees to avail themselves of a County approved drug rehabilitation and treatment program. With regard to marijuana use, this program will require the individual to participate in a County approved drug education program as directed by the County, followed by unannounced periodic testing for drugs. With regard to drugs or controlled substances other than marijuana, this program will require the individual's enrollment in a County approved inpatient treatment facility, followed by participation in a County approved outpatient treatment program as directed by the County. Participants in both the rehabilitation/treatment program and the education program will be subject to unannounced periodic testing for drugs for a period of two (2) years. Any further use of any controlled substance under any circumstance will thereafter result in the employee's discharge from the County. Furthermore, the failure to fully participate in or successfully complete the prescribed education or rehabilitation and follow-up program will also constitute grounds for discharge.

42.12

Employees will be allowed to use their sick leave benefits until such time as the County determines they are capable of returning to active duty. Successful completion of the prescribed inpatient treatment program and certification by the County physician are required prior to returning to active duty. Participation in this program requires the employee to sign an authorization for release of medical records.

42.17

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

#### ARTICLE 43 - GENERAL PROVISIONS

43.01

Severability Clause:

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

43.02

Savings Clause:

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

43.03

Supplemental Agreement:

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

43.04

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

43.05

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.

43.06

Maintenance of Conditions:

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

43.07

Contracting:

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



understandings or past practices that affect or qualify any of the terms of this Agreement. This Agreement and all the provisions herein shall not be altered, modified, or changed unless mutually agreed to by the Labor Relations Director and the Union.

43.13

Performance Appraisal

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

43.14

Deductions of Overpayment

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

43.15

Airport Police

The parties further agree that in the event the County establishes a unit or units of airport police, with full police powers, in accord with Michigan Law (MCL 259.133), the terms and conditions of this Collective Bargaining Agreement which are not inconsistent with the organization and operation of such units, shall cover employees appointed as Command Officers to staff such units for the duration of the Agreement.

Members of this Bargaining Unit will be offered the first opportunity to serve as Command Officers in these units. Local 3317 shall represent employees in these units for purposes of collective bargaining.

ARTICLE 44 - DURATION OF AGREEMENT

44.01

This Agreement shall be effective December 1, 1990, and shall remain in full force and effect through November 30, 1993.

44.02

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.

44.03

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:

*Robert T. Sheldon*

*Mark R. Ulicny*

Robert T. Sheldon, President  
Local 3317

Mark R. Ulicny, Director  
Labor Relations Division

8-26-91

8.26.91

Date

Date

*Edward H. McNamara*

Edward H. McNamara  
County Executive

Concurred In By:

Wayne County Commission  
By Resolution of \_\_\_\_\_

\_\_\_\_\_

Date