

STATE OF MICHIGAN
DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
MICHIGAN EMPLOYMENT RELATIONS COMMISSION
ACT 312, PUBLIC ACTS OF 1969 AS AMENDED

*In the Matter of the Act 312
Arbitration Between:*

COUNTY OF WAYNE and the
WAYNE COUNTY SHERIFF,

Employer

-and-

MERC Case No. D04 A-0110

SEIU LOCAL 502,

Union

ARBITRATION PANEL OPINION AND AWARDS

**George T. Roumell, Jr., Chairman
John Miles, County-Sheriff Delegate
Jamil Akhtar, Local 502 Delegate**

APPEARANCES:

FOR THE COUNTY OF WAYNE AND
WAYNE COUNTY SHERIFF:

Thomas M. J. Hathaway, Attorney
Jeffrey A. Steele, Attorney

FOR LOCAL 502, SEIU, AFL-CIO:

L. Rodger Webb, Attorney

Background

The County of Wayne is one of the 83 county units of government in the State of Michigan. It is located in Southeastern Michigan with Detroit, Michigan's largest city, as its principal municipality. Wayne County, for statistical purposes, is part of an area that is sometimes referred to as the Tri-County Area, constituting Macomb and Oakland Counties as well as Wayne County. At times, this area is expanded to include Genesee County, Monroe

County and Lapeer County.

Each County in Michigan has a Sheriff who is a Constitutionally elected officer. In Wayne County, the Sheriff operates the Department referred to as the Wayne County Sheriff's Department ("WCSD" or "Department"). The Wayne County Sheriff operates several jail and detention facilities in the County, provides police services to the Wayne County Circuit Court, and operates road patrols in the County and in the County Parks. The County of Wayne is the primary funding source of the Wayne County Sheriff's Department.

The Department employs approximately 1,800 persons, including what were once known as Deputies, now known as Police Officers. Twenty-nine (29) Lieutenants and ninety-three (93) Sergeants serve in a supervisory capacity directing the activities of the Police Officers and are represented by Local 3317, Michigan Council 25 of the American Federation of State, County and Municipal Employees, AFL-CIO.

The Police Officers employed by the WCSD whom the Lieutenants and Sergeants supervise are represented by Local 502, Service Employees International Union.

The majority of the 1,049 WCSD Officers represented by Local 502 perform corrections-related work in or for one of the Wayne County Jails (approximately 800, or almost 80%) or are assigned to Wayne County Circuit Court (53, or 15%).

The most recent Collective Bargaining Agreement between Local 502 and Wayne County commenced in November of 2000 and expired November 30, 2004. There was an unusual happening during the life of the 2000-2004 Agreement. When the 2000-2004 Agreement was entered into, said Agreement covered Local 502 members employed both by the WCSD and Detroit Metropolitan and Willow Run Airports, then operated by Wayne County. In March 2002, the State legislature passed the Public Airport Authority Act, MCL 259.108 *et seq.*,

that separated the Airport Authority and Wayne County as employers. This resulted in a unit clarification petition filed in March 2004 by the Wayne County Airport Authority with the Michigan Employment Relations Commission.

On October 24, 2004, Local 3317 filed a petition for Act 312. The County objected to this petition because the petition referred to both the Wayne County Sheriff's Department and the Airport Police Department. The decision as to the unit clarification petition of the Michigan Employment Relations Commission, in *Wayne County Airport Authority and Wayne County Law Enforcement Supervisory Local 3317, AFSCME*, MERC Case No. UCO 04C009 (2004), affirming the previous recommendation of Administrative Law Judge Roulhac, was issued on December 20, 2004 and separated the Airport Authority and the County as employers. The Officers represented by Local 502 employed at the Detroit Metropolitan, Wayne County and Willow Run Airports were deemed to be in a separate unit than those Officers employed by the WCSD.

Local 502 filed petitions for Act 312 on or about October 25, 2004. This Act 312 proceeding was the result of the ultimate petitions filed by Locals 3317 and 502 in their capacities representing WCSD employees. The Chairman was appointed for the 312 proceedings involving both Local 502 and Local 3317 units at WCSD. The Panel Members remained the same for both the Local 3317 and Local 502 Act 312 proceedings.

The Chairman held pre-trials jointly with both Locals (502 and 3317) and concluded that there were a multitude of issues that had not been resolved, noting that there had been a long history of collective bargaining agreements over the years between the County and both Locals 502 and 3317. The Chairman observed that, with so many issues still remaining, the hearings would be impractical and unduly lengthy unless the parties continued bargaining and settled a

number of the outstanding issues. Consequently, the pre-trials resulted in an order from the Chairman directing the parties to continue bargaining.

Progress was made during the resulting bargaining with Local 3317. However, progress was less successful with Local 502.

On April 26, 2006, the matter was deemed ready for hearing. With respect to Local 502, the Articles that remained on the table and submitted for Act 312 arbitration were Article 1 (Recognition); Article 17 (Representation); Article 8 (Settlement of Disputes); Article 9 (Disciplinary Procedure); Article 13 (Seniority); Article 14 (Shift Preference and Transfers); Article 15 (Promotions); Article 16 (Work Week); Article 17 (Overtime); Article 19 (Holidays); Article 20 (Annual Leave); Article 21 (Sick Leave); Article 22 (Personal Business Leave); Article 24 (Union Business Leave); Article 30 (Uniform Equipment Allowance); Article 31 (Insurance Programs); Article 32 (Long Term Disability); Article 33 (Workers' compensation); Article 35 (Academy); Article 36 (Health and Safety); Article 37 (Retirement); Article 38 (Wages) and Article 45 (Duration of Agreement).

Local 502 proposed additional Articles to be included in the contract, which included Article XX-1 (Reserves); Article XX-2 (Automobile Safety); Article XX-3 (Independent Medical Examinations); and Article XX-4 (Parking Allowance).

Thirteen Articles remained unresolved with Local 3317 when the hearings commenced. All those matters were submitted to Act 312 arbitration.

The Act 312 Hearings

Hearings began in late May 2006. Most of the hearings involving Local 502 were held jointly with Local 3317. Some of the issues common to Locals 502 and 3317, such as Workers' Compensation and Long-Term Disability, were litigated jointly with Local 3317.

Thirty-one hearings had been held when the record for Local 502 was closed on July 12, 2007. Hearings in 2006 involving Local 502's issues occurred on May 30 and 31, July 10 and 14, August 4 and 16, September 6, 11, 27 and 28, October 3, 11 and 13, November 8, December 9, 11 and 20. Hearings in 2007 involving Local 502 were held on January 9, 16 and 31, March 29 and 30, and July 9, 10 and 12.

The hearings on May 30 and 31, July 10 and 14, October 3, December 11 and 20, 2006, and on January 9, 16 and 31, March 29 and 30, 2007, also involved issues that related to Local 3317. After the parties informed the Chairman they had settled several issues, and with evidence submitted on all unresolved issues, the record for the Act 312 proceedings invoked by Local 3317 was officially closed on March 30, 2007.

On May 2, 2007, the Panel released its Opinion and Awards related to the Act 312 arbitration involving Local 3317 as to economic issues.

There still remained economic issues to be resolved, from the viewpoint of Local 502. Both Local 502 and the County have filed Last Best Offers as to the economic issues. The economic issues were:

Article 17 (Overtime)	Article 31 (Insurance Programs)
Article 19 (Holidays)	Article 32 (Long Term Disability)
Article 20 (Annual Leave)	Article 33 (Workers' Compensation)
Article 21 (Sick Leave)	Article 36 (Health and Safety)
Article 22 (Personal Business Leave)	Article 37 (Retirement)
Article 30 (Uniform, Equipment Allowance)	Article 38 (Economic Improvements)
	Article 39 (Differential Payment)

The issues that were resolved in the Opinion and Award between Local 3317 and the County that are common between the County and Local 502 are: Overtime; Uniform, Clothing and Equipment Allowance; Insurance Programs; Retirement; Long Term Disability; Workers' compensation; and Economic Improvements.

There were issues over the filing of Last Best Offers. Last Best Offers were originally due on August 8, 2007, a date set forth on the record. The County mistakenly submitted a Last Best Offer on its medical insurance proposal which was partially inconsistent with its Last Best Offer on medical insurance and the Panel's Award with respect to Local 3317. This was an obvious error, as it was clear that the County had intended to propose the same language regarding medical insurance for Local 502 as it had for Local 3317.

Each side has moved to strike proposals based on these timing issues – the County moving to strike all Local 502's Last Best Offers and Local 502 moving to strike Wayne County's Last Best Offer on medical insurance.¹

The Panel, by separate majority² vote, denies the parties' motions to strike. Act 312 is not a game of "gotcha." It is a serious, consequential process designed to determine a collective bargaining agreement that works in practice; that makes sense; and that is consistent with the statutory factors. The majority³ firmly believes that the process would be harmed, to the detriment of the Collective Bargaining Agreement, if one side were to win just because an article, or a series of articles, was submitted late.

In addition, the majority⁴ of the Panel is of the opinion that neither party was harmed by the way Last Best Offers were submitted. The County had made it clear that it intended to

¹ Local 502 also moved to strike the County's Last Best Offer on wages, arguing that it was also submitted untimely. The issue warrants little discussion because, as the County correctly pointed out in its response, the wages article was timely submitted consistent with the revised submission dates.

² In each case, the Chairman votes to deny the motions to strike. If the motion was filed by the County, the Local 502 Delegate joined with the Chairman to form the majority. If the motion was filed by Local 502, the County Delegate joined with the Chairman to form the majority.

³ The majority referenced is the Chairman and the County Delegate.

⁴ The majority referenced is the Chairman and the County Delegate.

submit the same medical insurance proposal as it had for Local 3317. Its entire plan depended on having the same plan apply to both units and it seems absurd and administratively unworkable to have two different health care plans for people working in the same department. There was no surprise. Nor was there prejudice on either side because each side had plenty of time to react to and brief the Panel on the relative pros and cons of the competing Last Best Offers.

Local 502 argues that Wayne County could have drafted its health care proposal after reviewing, and in response to, Local 502's health care proposal. The argument is unpersuasive. First, the County's proposal was identical to the one it had submitted months before for Local 3317. Second, the Chairman's Last Best Offer schedule expressly built in the ability for each party to submit a revised Last Best Offer to be tendered after review of the other party's original Last Best Offer. (TR 31, pp. 102-105) Third, Wayne County submitted all its Last Best Offers on August 8th, nine days before Local 502 submitted its Last Best Offers on any issue.

Finally, the Chairman stated on the record that he (with the majority of the Panel) reserved the right to request modified Last Best Offers. (TR 31, p. 105) To the extent it is required, the Chairman, with the concurrence of the County Delegate, exercises that option with respect to the disputed Last Best Offers.

Likewise, the majority (the Chairman and the Local 502 Delegate) of the Panel has granted Local 502's Motion to Submit the County's Settlement with the nurses at 7%, although the Chairman notes that this motion was made long after the record in this matter was closed. This settlement will be discussed later in this Opinion.

Issues To Be Resolved

The remaining non-economic issues between the parties to be determined by the Panel are as follows:

1. Article 1 – Recognition
 2. Article 7 – Representation
 3. Article 8 – Settlement of Disputes
 4. Article 9 – Disciplinary Procedure
 5. Article 13 – Seniority
 6. Article 14 – Shift Preference and Transfer
 7. Article 15 – Promotions
 8. Article 43 – Drug Policy
 9. Article 44 – General Provisions
 10. Article XX-1 – Police Reserves
 11. Article XX-2 – Automobile/Transportation Van Safety
 12. Article XX-4 – Parking
- Creation of the Pool Officers

The remaining economic issues to be determined by the Panel are as follows:

1. Article 17 – Overtime
2. Article 19 – Holidays
3. Article 20 – Annual Leave
4. Article 21 – Sick Leave
5. Article 22 – Personal Business Leave
6. Article 30 – Uniform, Clothing & Equipment Allowance
7. Article 31 – Insurance
8. Article 32 – Long Term Disability
9. Article 33 – Workers’ Compensation
10. Article 37 – Retirement
11. Article 38 – Economic Improvements
12. Article 39 – Differential Pay
13. Article 45 – Duration of Agreement

By agreement with the parties, this Opinion and the Awards that follow will not address the issue of Long-Term Disability and Workers’ Compensation. These issues will be addressed in a separate Opinion and Awards to be issued at a later time.

The Criteria

When the legislature enacted the provisions for binding arbitration in police and fire disputes, namely, Act 312 of Public Acts of 1969, the legislature provided in Section 9 (MCLA 423.239) that Act 312 Panels are to consider the following criteria when fashioning opinions and awards:

Where there is no agreement between the parties, or where there is an agreement but the parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable.

- (a) The lawful authority of the employer.
- (b) Stipulations of the parties.
- (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally.
 - (i) in public employment in comparable communities.
 - (ii) In private employment in comparable communities.
- (e) The average consumer prices for goods and services, commonly known as the cost of living.
- (f) The overall compensation presently received by the employees including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact finding, arbitration or otherwise between the parties, in the public service or in private employment.

Essentially, the Act 312 criteria address the cost of living, the financial ability of the employer to fund the awards, and internal comparables as well as with other similarly situated public and private employees. In other words, the economic realities of the situation must be considered.

In addition to the enumerated criteria the Legislature, in setting forth Section 9(h), incorporated criteria sometimes used by fact finders in making recommendations as to collective bargaining agreements, which are not specifically enumerated in Section 9. This means that, in addition to the enumerated Section 9 criteria, an Act 312 Arbitration Panel can utilize criteria used by fact finders.

It also should be recognized that the particular circumstances may dictate that certain criteria may be emphasized more than other criteria.

Among the criteria utilized by fact finders are the bargaining history of the parties, both past and current, as well as the “art of the possible,” namely, what is a possible settlement between the parties recognizing the give-and-take of negotiations.

The Chairman described the “art of the possible” in a previous 312 Opinion that he issued in *County of Lake and Command Officers Association of Michigan*, MERC Case No. L02 H-9004 (2004), where he wrote at page 4:

The “art of the possible” in concept means that if the parties were left to their own devices and the public employees involved had the right to strike, as a strike deadline loomed the parties would attempt to compromise in order to avoid a disruption in public service and loss of employee income. The concept is that, in compromising, the parties would review their respective positions and attempt to reach a resolution based on the art of the possible, as the art of the possible is the essence of compromise.

In an earlier 312 opinion, this Chairman articulated the concept of the “art of the possible” when he noted that the goal of an Act 312 Chairman is to effect the settlement the parties would have reached if negotiations continued when the parties are confronted with the realities of the situation for, in *County of Ottawa Sheriff’s Department and Police Officers Association of Michigan*, MERC Case No. L96 H-6011 (1998), this Chairman observed:

A very distinguished arbitrator, Theodore St. Antoine of the University of Michigan Law School, in two recent act 312 Arbitration proceedings, pointed out that as to an Act 312 panel, to best preserve health, voluntary collective bargaining, “the soundest approach for an outsider in resolving union-employer disputes is to try to replicate the settlement the parties themselves would have reached, had their negotiations been successful.” See, e.g., *County of Saginaw and Fraternal Order of Police*, MERC Case No. I90 B-0797 (1992); *Macomb County Professional Deputies Association and County of Macomb*, MERC Case No. E91 I-1674 (1992). This is, indeed, an appropriate consideration and falls within the concept of Section 9(h).

In other words, the concept of the art of the possible is that, in compromising, the parties would review their respective positions and attempt to reach a resolution based on the art of the possible, as the art of the possible is the essence of compromise.

Beginning with the pre-trials in this Act 312 involving Local 3317 and continuing through the hearings involved in this Act 312, and the resulting settlements on numerous issues, it is obvious that the art of the possible has been the hallmark, at least after the arrival of the Chairman, involving the issues separating the parties. The art of the possible, along with the consideration of other criteria, was a driving force in arriving at the Awards that this Panel reached between Local 3317 and Wayne County. Because of the relationship between Local 3317 and Local 502, the “art of the possible” that controlled the Opinion and Award between Wayne County and Local 3317 will be relied upon here. The relationship between Locals 3317 and 502 will be discussed further in this Opinion.

The criteria are there to be followed. Comparables are to be considered, as is the cost of living. But a dominant consideration is the financial ability of the Employer and particularly the financial realities facing Wayne County, Southeastern Michigan and, for that matter, the State of Michigan. When the criteria are considered along with the economic realities, then the paths to the Awards, combining the criteria with the art of the possible, become clear.

The Dominant Issues

Exclusive of Long-Term Disability and Workers' Compensation, which will be the subject of another opinion and awards, in the opinion of the Chairman, of the remaining economic issues (other than Workers' Compensation and Long-Term Disability), there are two dominant issues in Local 502's viewpoint, namely, retirement, *i.e.*, pensions, and economic improvements. Coupled with economic improvements are issues of overtime and the Article 30 allowances.

From the County's standpoint, health care, *i.e.*, insurance programs and economics, are dominant issues along with officer pool. Furthermore, the County is concerned that there is consistency between the bargaining agreement between Local 3317 and Local 502.

These respective dominant concerns of the parties have not been lost on the Chairman. They have caused the Chairman, in considering the criteria, to apply the art of the possible in addressing the respective concerns of the parties on the remaining economic issues that are the subject of this Opinion and the Awards that follow.

The Relationship Between Locals 502 and 3317

It is an undisputed fact that members of Local 502 and Local 3317 work within the same Wayne County Department. Local 3317 members command Local 502 members. Lieutenants and Sergeants receive higher base wages than Police Officers. That is a given.

The Award for Local 3317 was consistent with the economic conditions of the County at the time. There has been no showing of improvements in these economic conditions. The fact that the nurses may have received a 7% increase is a peculiarity of a recognized national shortage of registered nurses. Furthermore, registered nurses are degreed individuals. This is not a comparable.

The internal comparable within the Department is a comparable. This follows because, traditionally, in police departments, there is a comparable between the command, *i.e.*, supervisors, and the police officers. This has been true in the Wayne County Sheriff's Department. There has been no persuasive evidence to suggest differently.

One cannot separate economically Local 3317 from Local 502. The majority of the Panel will look to the Act 312 Award as to Local 3317 as guidance to insure consistency.

The Comparables

The parties are in dispute as to the public employer comparables that should be considered by the Panel. Local 502 proposes the following five comparables:

Livonia Police Department
Dearborn Police Department
Detroit Police Department
Michigan State Police
Oakland County Sheriff

Wayne County proposes the following comparables, maintaining that most of which are county sheriff's departments performing similar work to the majority of the Local 502 members, namely:

Oakland County Sheriff
Genesee County Sheriff
Saginaw County Sheriff
Cuyahoga County Sheriff
Milwaukee County Sheriff
Michigan Department of Corrections

The only comparable that the parties are in agreement on is Oakland County Sheriff.

Wayne County further contends that the Panel should consider, and that it is statutorily obliged to consider, the experience in the private sector as a comparable. *See, e.g.*, MCL 423.239(d)(ii) and (h). As discussed on the record and in Wayne County's Exhibits, the

experiences of the private sector, as well as the public sector, bear on the negotiation process and what employees should be expecting in terms of employee benefits.

Local 502 based its proposed comparables on Section 39.03 of the 2000-2004 Local 3317 Collective Bargaining Agreement which expired on November 30, 2004, and provided:

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.

The County advances nine reasons to suggest that the four comparables listed by Local 502 that are in dispute are not applicable, namely, (1) the language is not contained in the Local 502 contract and that the language of the Local 3317 contract states nothing about extending comparables to Local 502; (2) the Panel has stricken the language from the Local 3317 contract in its Act 312 Award; (3) the 39.03 language is restricted to this agreement which has “expired” and thus “has no prospective effect”; (4) the language does not suggest that the identified communities should be used exclusively; (5) the language references wages and longevity and does not address benefit levels or set other terms and conditions of employment; (6) these communities, particularly as the list of communities set forth in the contract was established in 1983, 24 years previously; (7) that the change in the bargaining unit, namely, the severance of the Airport Authority as an employer, establishes that the work performed by Local 502 is not the work performed by Police Officers in the 502 proposed comparables other than Oakland County, and the proposed 502 comparables have different demographics in funding than Wayne County; (8) the Panel recognized that four of the five listed communities are materially distinguishable from Wayne County in the Opinion and Award with respect to Local 3317; (9) a reiteration of a summary of the previous points that the comparables, except for Oakland County,

are involved in different work than Local 502 members, having different responsibilities.

The County does make a point about the contract language. There is no language in the Local 502 contract providing that Article 39.03 of Local 3317's contract applies. The contract has expired. The Section 39.03 list does not appear to be an exclusive list. But this does not bar Local 502 from advancing its comparables and making its claim that those comparables forwarded by Local 3317 should also apply for Local 502 under the same employer logic. Yet there are funding differences between the comparables, except Oakland County. The demography has changed as, for example, Wayne County has lost 24% of its overall population since 1970, whereas the population in the city comparables has remained relatively constant. And Oakland County has gained population. Housing units in Wayne County have declined as compared to Oakland County.

Unemployment in Wayne County is at 12% -- among the highest unemployment rate in the nation.

Twenty percent (20%) of the residents of Wayne County are living below the poverty level, as compared, for example, with 5% in Oakland County. In Oakland County, for instance, the median income has increased to \$63,000 – far greater than the Wayne County median income.

The Chairman could go on and on discussing the demographics, social economic differences between Wayne County and the comparables proposed by Local 502.

The County has proffered as comparables other than Oakland County two other Michigan counties, namely, Genesee County Sheriff and Saginaw County Sheriff, maintaining that the work of those departments is similar to the WCSD. The County also argues that Genesee and Saginaw Counties are experiencing similar economic pressures as Wayne County due to the

downturn in the automobile and other manufacturing sectors. In this regard, comparing Wayne County's unemployment rate of 12%, the County notes that Genesee County is at 11%, Saginaw County at 8%. Comparing Wayne County's population living below the poverty level of 20%, the County notes that Genesee County's poverty level is 17%, Saginaw County's is 14%. As to median income, Wayne County is \$40,300, compared to Genesee's \$40,100 and Saginaw's \$38,600. This is the basis of the claim that Genesee and Saginaw Counties should be comparables.

Noting that Wayne County, population-wise, is the largest county in Michigan, the County argues, as was argued in the recent *City of Detroit and Detroit Police Officers Association* Act 312, Case No. D04 D-0919 (2007), that national communities should be considered. In the recent *Detroit* opinion, Baltimore, Chicago, Philadelphia, Boston, Milwaukee, Cleveland, Pittsburgh and St. Louis were used as comparables. On this basis, the County argues that Milwaukee and Cuyahoga Counties should be used as comparables because both counties have major cities, as does Wayne County, are experiencing loss of populations, have unemployment rates comparable to Wayne County, similar percentages of population in poverty as Wayne County, and a similar median income. The unemployment rate in Milwaukee County is 11%, and Cuyahoga County is 9%, compared to Wayne County's 12%. The poverty rate in Milwaukee County is 19%, Cuyahoga County is 20%, compared to Wayne County's 20%. The median income in Milwaukee County is \$38,300, in Cuyahoga County \$39,500, compared to Wayne County's \$40,300. The Michigan Department of Corrections is added as an employer in the State with a large number of correction officers.

It is not necessary to come to final conclusions as to exact comparables. The parties have presented their reasons for their proffered comparables. The whole idea of comparables is to

gauge the marketplace value placed on certain services. But comparables are only one factor.

And in this case, the comparables proffered by the respective parties have Achilles Heels, so to speak. For example, if one is to use the Detroit comparable, the County's last best offer to Local 502 as to health care insurance did not require the same amount of employee premium contribution as in the Detroit award issued on March 8, 2007. In the case of the Michigan State Police, there was an announced layoff that was only averted by the Union agreeing to pay the salaries of the laid off Troopers. No layoffs are contemplated of local 502 members. It can also be forcefully argued that the parties in the past have not gauged their negotiations based upon out-of-state counties.

When all is said and done, there are other criteria. And a dominant criteria is the finances and ability to pay, considering the economic downturn in the private sector in the County and what the art of the possible dictates when the criteria are considered.

The County's Financial Situation

In the Local 3317 Opinion and Award, the Chairman addressed the economic background of the County and the bargaining units. The Chairman now repeats same as applied to Local 502.

Under the caption of "Economics," the Chairman is focusing on Section 9(c) of Act 312, "The interest and welfare of the public and the financial ability of the unit of government to meet these costs." In addition, there is the reference in 9(e) to the cost of living. In evaluating these financial factors in the criteria, the Chairman cannot overlook the economic atmosphere that is prevailing in Southeastern Michigan, the City of Detroit and Wayne County in particular.

The Chairman has already made reference to the unemployment rate in Wayne County at 12%; that the County's largest city, Detroit, has been ranked 49th out of the countries 50 largest

cities in the amount of unemployment. Nor can the Chairman ignore that in 2005 there were 9,000 foreclosures in Wayne County and that this rate continued into 2006. There are also record levels of unsold homes in Wayne County.

In other words, one must recognize that the area where Wayne County is located is in an economic downturn. This economic downturn cannot be ignored in addressing a Collective Bargaining Agreement covering the period of such a downturn.

There is also the factor of increasing health care benefit costs for Local 502 members, other Department employees and other County employees. There has also been pressure on the County's retirement system funding with the surplus of \$85.5 million in 2000 now being reduced to a deficit.

These factors have impact on the County's financial resources. In analyzing the County's financial condition, the Chairman was concerned that there has been some delay in completing the County audits. This caused the Chairman to review the County's finances most carefully. Hopefully, factors that delayed the audit have been corrected so that, in the future, the audits can be more prompt.

Nevertheless, the Chairman is convinced, because of the economic conditions externally affecting County revenue, the economic conditions in the State affecting State shared revenue, and the rising cost of benefits plus the County's obligation to operate three jails, to furnish security to the Circuit Court, and costs involving the Child Care Fund, that the County's financial situation is not what it was when the 2000-2004 contract was negotiated, as illustrated by the following examples:

- Wayne County's general fund sustained an \$11.7 million loss, according to a 2004 financial audit. (Employer Ex. 50-1, p. 8)

- Wayne County's unreserved/undesignated fund balance was higher in 2000 than it is today. (Employer Exs. 47, 50-1, p. 8, 64, 70)
- Wayne County's budget stabilization fund dropped to zero in 2004, down from \$26 million in 2000. (Employer Exs. 56, 64, 70)
- Fund deficits in Wayne County have risen more than eight-fold since 2000, increasing from \$7,991,967 in 2000 to almost \$68.8 million in 2006. (Employer Exs. 50, 500-1, pp. 8-11, 51)
- State revenue sharing has dropped since 2000, falling well below what Wayne County estimated it would be in 2000. (Employer Ex. 54)
- The fiscal year 2005-2006 Fourth Quarter Report projects a \$1.81 million loss for the general fund for the year ended September 30, 2006. (Employer Ex. 50-1, p. 9)
- Wayne County's Child Care Fund obligations (a state-mandated expense) have nearly doubled since 2000 (significantly above estimate), rising from \$18.8 million in 2000 to \$35.2 million in 2004. (Employer Exs. 50-1, p. 24, 58)
- Wayne County's Employees Retirement System Pension Benefit Obligation, which was overfunded by approximately \$81 million in 2000, is now underfunded. (Employer Ex. 69)

The result of these factors is that the general fund balances in September 30, 2004 and 2005, respectively, were 2.9% and 3.3% of general fund obligations. These percentages are well below the recommended minimum levels of the Public Government Finance Offices Association which recommends a fund balance of 10%. For comparable purposes, the fund balance of Oakland County is 14.6%. Though there has been a slight increase in the fund balance in Wayne County between 2004 and 2005, the 3.3% would only fund County operations for about one to two weeks and does not leave much room for unanticipated expenses. This financial factor cannot be ignored.

Only two of Local 502 proposed comparables have less fund balances, percentage-wise, namely, the City of Detroit and the State of Michigan. As noted, the State of Michigan, for its Troopers, had proposed a layoff. The City of Detroit Act 312 Panel Award has adopted

proposals that would be less favorable to Local 502 members than the last best offers of the County.

The summary discussed above concerning the County's fiscal condition has come about due to several factors, some which are unique to the County and others not. In 1979, the Headlee Amendment was passed. In 1994, Proposition A was passed. These proposals, combined, have placed a limit on the County's ability to levy property taxes. Proposition A creates a negative disparity between State Equalized Value, which used to be the basis upon which the County collected taxes, and taxable value, which determines property taxation currently under Proposition A. In addition, based upon the Headlee Amendment rollbacks, the County is presently operating at its maximum allowable tax levy rate. The County cannot increase its operating millage without a Headlee override vote of the citizens. In today's economic climate in the area, this is not a likely prospect.

In making these observations concerning the tax levy Proposition A and the Headlee Amendment, the Chairman recognizes that most units of government in Michigan share the same problems, except some units still may not have reached their maximum allowable levy rate. Wayne County has.

Wayne County is experiencing a drop in state-shared revenue. Since 2001, the County has experienced on a yearly basis a drop of \$10 million in state-shared revenue. Since 2000, the County had received almost \$27 million less in state-shared revenue than it anticipated when it negotiated the 2000 Local 3317 contract. This factor cannot be ignored when assessing the finances of the County.

The County in 2000 anticipated that its 2004 obligation for the Child Care Abuse and Neglect Fund would be approximately \$21.6 million. The actual obligation was more than \$35.2

million, or almost \$14 million more than anticipated. Between 2001 and 2004, Wayne County spent approximately \$35.2 million more than anticipated on the state-mandated Child Care Abuse and Neglect Fund.

Health care benefits provided employees, including Local 502 members, rose on an average from approximately \$4,900 per contract in 2000 to approximately \$8,400 per contract in 2005. In 2005, the County paid almost \$106 million in employee health care expenses. This expense is more than \$20 million a year than the County had anticipated in 2000. It is anticipated that the expenses will continue to increase.

The County had a budget stabilization fund which peaked at \$26 million in 2001, a year after the 2000 contract was negotiated with Local 502. By the end of 2004, this budget fund was depleted. In 2005, only \$3 million was deposited in this fund.

The 2003 financial audit for the County showed a balanced general fund; that there were 11 funds that closed with a deficit totaling \$35.6 million. The 2004 financial audit showed that the general fund sustained a loss of \$11.7 million. As noted, the budget stabilization fund in 2004 was also depleted. Ten funds closed with a deficit totaling \$53.7 million. The 2005 financial audit showed that the general fund had increased by \$4.5 million, but that eight funds closed with deficits totaling \$54.93 million. The fiscal year 2005-2006 fourth quarter report for Wayne County projects a \$1.81 million loss for the general fund for the year ending September 30, 2006. This same report also projects deficits in various other funds totaling \$68.8 million.

There was testimony that these deficits from other funds could impact the general fund in that the general fund could be called upon to subsidize the accumulated deficits.

There is another factor impacting the County finances, namely, the Governmental Accounting Standards Board (GASB) that has issued Statement No. 45 requiring governmental

units to change the way they account for post-employment benefit liabilities. Many government units in Michigan, as does Wayne County, use a “pay as you go” methodology to fund benefit obligations to retirees such as post-retirement health care. In other words, the benefits are funded when the obligation became due. GASB 45 changes this procedure. The GASB 45 statement provides it should be implemented in stages, providing that governmental units with annual revenues greater than \$100 million must comply starting with the fiscal year beginning December 15, 2006. Governmental units with revenues between \$10 million and \$100 million must comply with GASB 45 starting with the fiscal year after December 15, 2007. This means that GASB 45 will apply to Wayne County beginning December 15, 2006.

GASB 45 requires government with post-employment benefit obligations (“OPEB”) of at least 200 plan members to conduct an actuary evaluation of their OPEB obligation every two years. These obligations include medical, dental, hearing, vision and related benefits, post-retirement life insurance benefits, self-funded long-term disability benefits and legal benefits. The valuation comes up with a dollar figure which establishes what Wayne County would need to contribute to its OPEB plan to keep the fund fully funded. Wayne County must either come up with the funds to fund those funds or record its unfunded OPEB obligation as a liability on its financial records. This could impact the audit and the ability of the County to borrow money when needed for County operations.

There was testimony from Richard Walker, Wayne County Budget Director, that the preliminary estimate shows a future actuary liability for OPEB expenses of between \$81,750 and \$241,250 per contract for post-August 9, 2002 active and retirees and an actuarial liability of between \$103,500 and \$158,750 per contract for its pre-August 9, 2002 retirees.

When figures like this are bantered around, then the impact of GASB 45 on Wayne

County can be significant. GASB 45 does present a challenge to the County's finances.

Not only has the County made the above claims concerning its financial condition and the reasons for same, but the County had taken certain steps consistent with its economic claims. It has reduced executive salaries by 14%. It has frozen non-essential hiring, reduced staffing and required most County departments to reduce their budgets by 5%. Ironically, in this regard, the Chairman notes that the County's Labor Relations Department has had staff reductions consistent with these steps.

Incidentally, there has not been a reduction in the number of staff in the Sheriff's Department or within Local 502. The Sheriff's Department budget has continued to grow. Part of this growth has been because the Department has been able to obtain special federal and state funds directed to law enforcement.

But these last comments do seem to recognize the testimony and exhibits presented by the County are more than just a product of advocacy. The figures are there. The County has acted consistent with its claimed need for financial restraint.

Fred Todd testified in June, 2006 in this matter. He was again recalled by Local 502 on July 12, 2007. At that time, his primary testimony concerned the delinquent tax fund and the method of treatment by the County as to this fund. There was also testimony concerning the transfer of the equipment lease fund.

When testifying on July 12, 2007, in response to a question from the Chairman, Mr. Todd testified:

- Q. What I want to know is in reviewing the two annual financial reports, did you come away with an opinion, or did you analyze what the actual fund balance was of the County at this time?
- A. The actual fund balance of the County wasn't a primary focus because many of the funds are restricted funds, and can only be

used for certain purposes. For example, the Road Fund, Mental Health Fund. What I focused on are the two primary funds that impact the general fund and the delinquent tax revolving fund because those are where discretionary dollars are, where the Board of Commissions can appropriate funds to pay for such things as wages, and fringe benefits, and whatever else. So those are the two funds.

I did come with an opinion in terms of the general fund and the delinquent tax revolving fund, that the delinquent tax revolving fund, as the auditors have indicated, as the County has in their financial report, amount have not been transferred for years I which all the bond obligations have been paid.

Q. I see.

A. Which tends to increase the fund balance and delinquent tax revolving fund, decrease the balance of the general fund. That's the only conclusion that I can draw right now.

Q. Okay, I think you mentioned that before in your testimony.

A. Yes, sir.

(TR 31, pp. 35-37)

Mr. Todd's response, "that's the only conclusion I can draw right now," in the view of the Chairman, was equivocal and failed to recognize the County's financial circumstances and the realism of the finances of the County in today's economy.

Further, in rebuttal to Mr. Todd's July 12, 2007 appearance, Richard Walker, the County's Budget Director, was recalled and, in the view of the Chairman, gave an effective rebuttal to Mr. Todd's testimony when Walker testified:

Q. Now Mr. Todd in his analysis indicated that he did not focus on the fund deficits. Is the way that he presented his analysis of the County's budget and financial condition kind of like cherry picking, and if so, what significance does that have in trying to reflect where the County is financially?

A. Well, as I said earlier, I don't think that you can adequately make a determination of a financial position without including both sides of that equation he mentioned. That being the assets as well as the liabilities. So just to consider the funds that were positive balances and exclude all the others that are less positive,

just would not give you a real picture of financial position.
(TR 31, p. 63)

Bluntly put, the conclusion is that the economic condition of the County has not improved since the Local 3317 Award. It is no secret that the State is in financial difficulty; that State aid cannot be expected in the amount once received; that with foreclosures in Wayne County, there are tax delinquencies, all of which impact on the economic condition of the County. The sub-prime mortgage basis, which has emerged as a national issue after the record was closed, has certainly been part of the Wayne County situation. Thus, Wayne County finds itself in a deteriorating, financially bleak picture.

Summary of Financial Considerations

There is little question that the economic climate in which this Act 312 has been conducted is not the same economic climate that existed when the parties reached their 2000-2004 Agreement. The economic climate has contributed to the financial constraints placed on the County. The Chairman also, when analyzing the economics of the County, has attempted to be on guard against accounting advocacy, recognizing that budgets are not scientific; that priorities may have to be readjusted to cope with the realities of collective bargaining.

The Chairman also recognizes that, in order to accomplish the primary economic goals of Local 502, there must be some give and take because the economic realities cannot be ignored. The rising cost of health care just cannot be ignored. And the County apparently needs a contract that is reasonable so that the County can bring its economic house under control for the cost of living will continue to go up and employees will expect some economic improvements in the future.

All these economic crosswinds have been factors in the conclusions that the Chairman has reached with the Panel in setting forth the Awards that follow.

The Section 8 Designation

The Panel has concluded that the issues that are being resolved by this Opinion and the following Awards, namely, Article 17 (Overtime); Article 19 (Holidays); Article 20 (Annual Leave); Article 21 (Sick Leave); Article 22 (Personal Business Leave); Article 30 (Uniform, Clothing & Equipment Allowance); Article 31 (Insurance); Article 32 (Long Term Disability); Article 33 (Workers' Compensation); Article 37 (Retirement); Article 38 (Economic Improvements); Article 39 (Differential Pay); Article XX-4 (Parking); Article 45 (Duration of Agreement) are all economic issues and are designated as such. Article 1 (Recognition); Article 7 (Representation); Article 8 (Settlement of Disputes); Article 9 (Disciplinary Procedure); Article 13 (Seniority); Article 14 (Shift Preference and Transfer); Article 15 (Promotions); Article 43 (Drug Policy); Article 44 (General Provisions); Article XX-1 (Police Reserves); Article XX-2 (Automobile/Transportation Van Safety); and Creation of the Pool Officers are all non-economic issues and are designated as such. Thus, the Awards are based upon the parties' Last Best Offers on these issues. Again, it is noted that this Opinion and the Awards do not address the issue of Long-Term Disability or Workers' Compensation. To repeat, these two issues will be addressed in a subsequent Opinion and Awards.

The Art of the Possible

The art of the possible criteria is central to this dispute. As already noted, there are drawbacks to each party's comparables. What the comparables do establish is that the Last Best Offers that will be adopted by the Panel are consistent with the marketplace, regardless of the comparables that are used. But here is where the art of the possible comes in.

As pointed out, retirement is an important issue for Local 502. It would seem that in order to address the retirement issue, as part of the art of the possible, Local 502 should be

prepared, particularly when faced with the *City of Detroit* Act 312 Award, to provide some modest relief in the health care insurance arena as well as to accept modest wage increases. The uniform, clothing and equipment allowance issue, though collateral, would seem to add to some economic improvements in the scheme of things. Following the Local 3317 Award, the County prevails on insurance and wages, and Local 502 prevails on retirement and the uniform, clothing and equipment allowance. This is what the parties would have negotiated if there was no Act 312 because the negotiations would have centered on the parties' respective primary interests.

The same analysis can be made as to the overtime and officer pool issues. Local 502 is seeking an improvement in the overtime provision by making a Last Best Offer as to Article 17. The Department is seeking a new Article – an officer pool arrangement. Enter the Art of the Possible. Local 502 obtains overtime. The County and the Department obtain the pool arrangement. This would seem to be a reasonable trade-off. It would be the trade-off that the parties would make during bargaining.

The final issue is duration. This has been a long process. The parties, if left to their own devices, would have recognized this and would probably have agreed to Local 502's proposition that this contract should continue through November 30, 2008, particularly when this Opinion and the Awards that follow are being issued in late 2007.

The Section 9 criteria are to be followed. The emphasis of the art of the possible is a recognition that this criteria serves as an umbrella in this situation for the other criteria. It is a recognition of the impact of the other criteria in this situation. Regardless of which comparables, the Awards are consistent with the marketplace, given the financial conditions in Wayne County – factors that would have led the parties to ultimately reach agreement if left to their own resources – thus, the art of the possible.

DISCUSSION OF THE ECONOMIC ISSUES

A. Article 17 – Overtime

In their post-hearing briefs, the Advocates for the County, as to overtime, write at pages 300-301:

Local 502 seeks to bolster the current, generous overtime benefit in three key ways. First, it wants the right to apply leave time to the 40-hours needed to be entitled to overtime. Second, it wants to strike a provision that permits WCSD to limit overtime by changing the schedule with 10-days notice. Third, Local 502 wants to require Union approval, instead of approval from the affected individual, before the Department could change the schedule with less than 10-day notice.

The County, however, does not want to make any significant changes to the current Article provision.

In pressing for a change in the overtime provisions and in support of its Last Best Offer, Local 502's Advocate writes at pages 9-10:

Most recently, this Act 312 Panel's decision awarded in Local 3317, the double time provision which Local 502 is requesting.

Local 3317 did not have to request a change to the time and a half provisions of the Collective Bargaining Agreement as Local 3317 did not have such a restriction on its members. Section 24.01 of the Local 3317 Collective Bargaining Agreement provides for a Sergeant and Lieutenant to receive time and a half for all work in excess of eight hours worked on the sixth day of the member's work week.

By the Panel adopting the Union's position, time and a half and double time for members for Local 502 will be the same as the time and a half and double time provisions as found in the new Collective Bargaining Agreement between Wayne County and Local 3317. Local 502 is only seeking equity with other members of the department. Further, the evidence before the Panel clearly demonstrates or otherwise shows that all County employees receive the same benefit with one exception; and that is if an employee takes a vacation day and sick day and does not have time in their annual leave or sick leave bank and is docked eight hours pay, then they would only receive straight time for work performed on their second leave day or for work performed in excess of forty hours in a work week.

When one combines the comparable criteria with the art of the possible criteria, it would

seem that Local 502's Last Best Offer as to overtime should be adopted as to the method of calculation but there should be no change in the notice provisions as set forth in 17.03. With this approach, the overtime calculation provisions in the 502 contract will be similar in concept to that of 3317. There is no showing by the County that the method of calculating overtime as between the two units should be treated differently. When this comparable is noted, there is only one conclusion, along with the art of the possible, namely, that Local 502 should have the same overtime calculation provisions, at least as does Local 3317.

However, the method of calculation for overtime shall be prospective from the date this Award is issued. Though the wages and overtime and any changes in the overtime amount paid based on wage increases in this Award shall be retroactive, the calculations for overtime for retroactive purposes shall be as they were pursuant to the December 1, 2000 through November 30, 2004 agreement. It may be argued that this was not the intent of the Local 502 Last Best Offer but the Chairman, in executive session, requested that Local 502 offer be incorporated as to calculations being prospective in order to get the Chairman's vote, with the Local 502 Delegate agreeing.

In its Last Best Offer, Local 502 proposed changes to the notice requirements in 17.03. The Chairman considers this a separate offer and does not agree with the changes proposed by Local 502 as to 17.03.A. Instead, the Chairman would, along with the County Delegate, vote to keep the *status quo* as to 17.03. The Award will so provide, with the Local 502 Delegate dissenting. Thus, a majority of the Panel, with the County Delegate dissenting, will adopt the Last Best Offer as to calculating overtime presented by Local 502, with the understanding that the method of calculation incorporated in said Last Best Offer shall be prospective from beginning with the first payroll in January 2008. A majority of the Panel, the Chairman and the

County Delegate, will award the *status quo* as to 17.03, with the Local 502 Delegate dissenting.

B. New Article – Officer Pool

The County has presented as a Last Best Offer a new Article referred to as “Officer Pool.” The County’s rationale for the Officer Pool was set forth at pages 42-44 of its Advocate’s post-hearing brief:

The record evidence establishes that overtime continues to be a *significant problem* for the WCSD, creating a tremendous non-budgeted liability for Wayne County. This year, the department is facing about *Ten Million Dollars* in overtime, with the majority of it being a jail-related expense. ...

In order to obtain some relief from current staffing problems and the tremendous overtime expense they cause, Wayne County offers a proposal designed to limit jail-related overtime costs. It reads as follows:

1.05

Notwithstanding Art. 1.02 of this Agreement, the Sheriff shall have the right to utilize the services of temporary police officers to fill absences or vacancies created by a leave of any kind for any work assignments located in the Jail Division. All individuals selected for a temporary police officer assignment must have either retired in good standing from a Wayne County Sheriff Department law enforcement classification or been selected from an applicable eligible list.

Temporary police officers shall be entitled to statutory benefits provided by law and included in the bargaining unit covered by this Agreement for the sole purpose of paying union dues on a pro-rated basis. However, temporary police officers are “at-will” and shall in no way, at any time, gain regular status or attain any rights or privileges enjoyed by regular status employees represented by the bargaining unit. Additionally, temporary police officers shall not have access to the grievance arbitration procedure contained in either Article 8 or Article 9 of this Agreement.

The pool would be used to fill in for corrections officers on certain types of leaves, usually prescheduled leaves such as FMLA leave or annual leave. **Tr. 6 pp. 126, 129, testimony of Timothy Taylor.** See, **Tr. 30, p. 21** (“the officers in the temporary pool would be limited to

working in just the jails”). The proposal would not eliminate the need to pay overtime. It would *reduce* the amount of overtime Wayne County has to pay because Wayne County could use the temporary officer pool to fill prescheduled vacancies with people on *regular time* instead of with active Local 502 members on *overtime* or *double time*.

Local 502’s Advocate, at pages 56-57 of his post-hearing brief, presents the following rebuttal to the proposal:

Local 502 objects to the County’s proposal that would create a pool of officers to work in the jail division to eliminate overtime. ...

The key to the problem is that the department is grossly understaffed. Mr. Rick Walker testified that the County uses overtime for the purpose of filling budgeted positions. Walker’s testimony was that for the past five years, the Sheriff’s Department has spent between \$5 and \$7 million dollars annually on overtime with ninety percent (90%) of that overtime being attributed to staffing positions in the three jail divisions. If one third (1/3) of the \$5 million dollars spent on overtime was used to have full-time employees, the department could immediately have thirty (30) employees without spending one additional dollar on personnel costs (30 x \$60,000 = \$1,800,000.)

As the Chairman explained in his discussion of the art of the possible and considering the County’s financial circumstances, the adoption of the officer pool would be consistent with the give and take of bargaining. Local 502 obtains an overtime provision that it sought. The County, in turn, obtains a method that may assist in addressing overtime concerns. This is a compromise. It is a compromise that is consistent with the art of the possible. It is the hallmark of mature collective bargaining.

In fashioning an Award, the Chairman has done so and included the language in the representation section of 1.01, noted later in this Opinion. For the reasons just stated, a majority of the Panel, with the Union Delegate dissenting, will adopt the provision for Officer Pool as formulated by the Chairman as 1.05.

C. Article 19 – Holidays

The County seeks to maintain the *status quo* of the previous contract regarding holidays.

The Article is identical to the language in the Local 3317 Agreement.

Local 502 wishes to change two elements of the Article. First, it seeks to alter the Good Friday holiday from being given four hours with pay to eight hours with pay. Also, Local 502 seeks to change 19.02.E's requirement for receiving holiday pay. The current agreement which the County seeks to leave unchanged requires an employee to work the entire regularly scheduled shift on both the day before and after the holiday or have been granted those days off in advance, in order to receive holiday pay. The change sought by Local 502 would instead require the employee to have received eighty (80) hours of pay for the included pay period, which shall include time off.

The County argues in its Advocate's post-hearing brief that, "Without bargaining over this issue, addressing it on the record, or putting on any evidence to explain why Local 502 should have more holidays off than Local 3317 ... Local 502 seeks two notable upgrades in Article 19." (C.B. 307).⁵

Local 502 did put in some exhibits on holidays and made some comments on the record. But the exhibits and comments were not persuasive. The exhibits and comments do not explain why Local 502 should be treated any differently than Local 3317 in terms of holidays. Throughout this Opinion, where Local 3317 had received favorable treatment such as in overtime, the Chairman has passed this favorable treatment on to Local 502. Likewise, the reverse is true, absent any compelling evidence to the contrary. There was no compelling evidence to the contrary.

In fact, as pointed out in the County's brief, "Local 502 members already get more holidays than all of its proposed comparables, and unlike any of the proposed comparables

⁵ "C.B." references the County's brief. "U.B." references the Union's brief.

200%-300% pay for holiday work.” (C.B. 307). Local 502 members already have a day and one-half more holidays than four of the comparables and two and one-half more days off than one of its comparables.

Finally, the Chairman finds it difficult to argue with the argument set forth at page 312 of the County’s brief:

Local 502 put on *no evidence* to discuss why the current requirement poses a problem or works any particular inequity. Regardless, Wayne County has a strong interest in maintaining *status quo* language. The language protects against the absenteeism employers typically experience before and after holidays, as employees use sick and personal time to extend their holiday weekends. It also protects against the inequity of having Local 502 members take a day off right before or right after the scheduled holiday, so that they can get a day off *and* get premium pay for working the holiday. Wayne County has a particular need to protect against this all-too-common phenomenon because it has to meet minimum staffing requirement in the jails. If employees are able to use their sick time and leave time to extend their holiday weekends, or get premium pay for working a holiday while also calling in sick just before or just after the holiday, Wayne County would be forced to incur considerable amounts of *additional* overtime around each of Local 502’s 14 paid holidays. (Emphasis in original.)

For all these reasons, a majority of the Panel, with the Local 502 Delegate dissenting, will adopt the County’s Last Best Offer of *status quo*.

D. Article 20 – Annual Leave

Both Wayne County and Local 502 seek to alter this Article, which focuses on vacation time.

The County’s change to the Article is for administrative reasons only. Because of a change in software used by the County’s Personnel Department, the County seeks to change the accrual method of vacation time from “hours per month” to “hours per pay period.” The same number of hours per month would be accrued but, under this proposed change, instead of accruing the total at one point in the month, one-half of the hours would accrue on the first pay

check of the month, the other half accrued on the second pay check of the month. In the event of a third pay check in the month, no hours would accrue.

This proposal was accepted by Local 3317. The County states that it would create an administrative headache to require the County to use different methods to calculate annual leave for two units within the same Department.

Local 502 seeks a more substantive change. It seeks to increase the amount of vacation hours per month as shown below:

1 through 5 years of service	8 hours per month
6 through 10 years of service	10 12 hours per month
11 through 15 years of service	12 14 hours per month
16 through 20 years of service	14 16 hours per month
21 years of service and over	16 18 hours per month

Furthermore, Local 502 seeks to change the language regarding the cancellation of pre-approved leave of less than five days. The new language would allow the employee the ability to cancel the leave after it had been approved, but not the County. Previously, the language did not allow either the employee or Employer the ability to cancel the leave.

Local 502 argues that the annual leave benefit has not been changed since the Civil Service Rules were first incorporated in 1941. It offers no explanation for the change in language on the cancellation of leaves.

The County contends that Local 3317 accepted Wayne County's *status quo* proposal, and it would like to maintain consistency between Local 3317 and Local 502.

The internal comparable, namely, with Local 3317, overwhelmingly supports the County's position that there should be no change in the amount of vacation time. Local 3317 in its Act 312 proceedings accepted the *status quo*. It would be an anomaly for officers to receive more vacation than the command who supervise the officers.

Add to this the concept of the art of the possible. If the parties were left to their own devices without Act 312 and were negotiating a contract, it is very doubtful that there would be a change as to vacations, given what Local 3317 has.

As to the method of computation, this is an administrative change. It is a convenience that represents an efficiency in operating the County.

The County's proposal to maintain the *status quo* and the one change proposed by the County as to the accrual method of vacation time "from hours per month" to "hours per pay period" will be adopted by a majority of the Panel.

For these reasons, a majority of the Panel, with the Local 502 Delegate dissenting, will adopt the County's Last Best Offer, namely, *status quo* on vacations except that the accrual method of vacation shall be "hours per pay period."

E. Article 21 – Sick Leave

As to sick leave, the Chairman considered that the parties themselves have made four separate proposals. The Chairman treats each proposal and offer as to each proposal as a separate proposal.

Overall, the County proposes two changes and otherwise the *status quo* based upon identical proposals that Local 3317 voluntarily accepted.

The County proposes to amend Article 21, Section 21.01, so that accrued sick leaves shall be on an "hours per pay period" rather than the previous "hours per month" approach. At page 12 of Local 502's post-hearing brief, the Union announced that it does not oppose this change. Therefore, this change will be adopted by a unanimous Panel.

The second change proposed by the County is what the County describes as compromise language regarding the employees' sick leave bank. The current provision provides a cash

payout for hours accumulated in an employee's sick leave bank of more than 40 days. If the bank exceeded 40 days by 10, 11 or 12 days, the employee would receive a payout at 100% of the employee's rate. If the excess was 7, 8 or 9 days, the employee would be paid at 75% of his/her rate. Finally, if the employee's leave bank exceeded 40 days by 6 or less days, the employee would receive payment for them at 50% of his/her rate.

The County has made an offer of improving this by offering to pay out six (6) or more days over forty (40) days at 100%. Less than six (6) days would remain at a payout rate of 50%.

The Union announced that it has agreed to the change as to payout as proposed by the County in amending Article 21, Section 21.01(B). (U.B. 12). Therefore, a unanimous Panel will adopt this Last Best Offer as to the payout.

In addition to the changes proposed by the County, Local 502 sought three additional proposals. First, it seeks to extend the 100% payout option to employees in Defined Benefit Plan #1 to all defined benefit plans. Local 502 does not address this change in its brief.

Second, Local 502 seeks to specify the ten (10) bid positions for light duty assignments for employees on sick leave. Specifically, it identifies Jail Division I, II and III assignments which require the employee to remain at his or her station during an emergency. On page 13 of the Union's brief, the Advocate for Local 502 states:

By implementing this provision, ten (10) employees would be available to cut down on the amount of overtime as the injured/sick employees who are otherwise able to work, but for General Order 86-19, would be assigned to duty stations which require their attendance on a full 8 hour basis.

Finally, Local 502 seeks to address the County's "6 in 6" policy. Under this rule, an employee is subject to discipline for using six sick leave days in six months. Local 502 seeks to change the policy to six occurrences in six months. This way, if an employee were to miss two

straight days or more, it would be deemed an occurrence. A further limitation on this policy deems it not to be an “occurrence” unless the employee fails to provide a doctor’s note.

The County’s exception to Local 502’s changes is based on its contention that these issues were not bargained over nor justified on the record. Furthermore, the County believes that it has significantly compromised to Local 3317 and Local 502 with its alteration to the sick leave bank payout that Local 3317 has already accepted voluntarily.

The fact is that the proposal to apply the payout to other pension plans was not provided to Local 3317. The fact is the County made a substantial concession in the sick leave payout. There is only so much one can accomplish in one bargaining session. The County has also suggested that extending the payout to other pension plans would add substantial financial liability to the County.

The Chairman reviewed the totality of the circumstances and concluded that, given the collective bargaining history and the art of the possible, there is no basis in these negotiations to extend the payout to other pension plans.

As to assignment of injured employees, this is really a management rights issue. Furthermore, as proposed, there is light duty language in other provisions and this is where the issue should be addressed.

As to the 6 in 6 policy proposed change, the following footnote at page 329 of the County’s brief answers the question:

The so-called “6 in 6” policy does not compel discipline for those who trigger it. What happens is that when an officer is absent six times in six months, it triggers an incident report. The officer in question then has the ability to explain the reason for the unusually high absence rate, which might include submitting medical documentation, doctors’ notes or documentation concerning a hospital stay. The Department would then evaluate the explanation to see if discipline is warranted. ***Union Exhibit 36(B), pp. 25-26.*** In other words, the policy is designed to trigger an

inquiry to see whether the high absenteeism rate constitutes a problem or not.

In other words, the Chairman will take the County and the Department at its word that this is only an inquiry. If an officer is unfairly disciplined under the inquiry or disciplined contrary to law, *i.e.*, Family Medical Leave Act, then there is a grievance procedure and arbitration. But, at this point in time, the Chairman believes there is no basis to make a change. If there becomes a change, there should be extensive negotiations between the parties on the point.

Based upon this analysis, the County's proposals as to sick leave accumulation and sick leave payout, namely, the amendment to Article 21, Section 21.01(B), will be adopted by a unanimous Panel.

The three additional proposals by Local 502 will be rejected by a majority of the Panel with the Local 502 Delegate dissenting.

F. Article 22 – Personal Business Leave

In this Article, Wayne County maintains the language of the previous contract (with the exception of strike out references to the Airport Director) be continued. The language is consistent with Local 3317.

Local 502 seeks to increase its benefits under this Article. It seeks to increase the number of personal days from two to four per year. Furthermore, it seeks to allow two of the four days to be taken from the employee's sick leave bank and, for those days taken from the sick leave bank, they would not be charged as days or occurrences under the 6 in 6 policy.

Wayne County contends that Local 502 has put on no evidence to support its proposal. Furthermore, the County argues the paid days off companion clause Local 502 introduced showed that its members currently receive as many or more personal days than its comparables.

There are two reasons why a majority of the Panel, with the Local 502 Delegate dissenting, will adopt the County's Last Best Offer. First, there has been no showing why Local 502 should receive more personal days off than the supervisors represented by Local 3317. Second, Local 502 is seeking a 100% increase in personal days off which, in terms of the art of the possible and collective bargaining, seems to be dramatic as compared to asking for one day off. The Chairman is obliged to select one or the other offer. The Last Best Offer of Local 502 does not make it feasible to have its offer accepted for the reasons just discussed.

G. Article 30 – Uniform, Clothing and Equipment Allowance

In this Panel's Award to Local 3317, the Panel adopted Local 3317's Last Best Offer as to Uniform, Clothing and Equipment Allowance as a balance of the interest of all parties. In the Local 3317 Panel Award, there were three changes. Effective December 1, 2005, the cash uniform allowance was increased from \$550 to \$650 – a \$100 increase – except, under 34.12 of the Local 3317 contract, the allowance is paid twice a year, on March 1st and October 1st, respectively. The Local 3317 Award in 34.13 increased, effective the date of the execution of the agreement by the County Executive, the firearms allowance from \$450 to \$550. Also, there was a provision that the employee would contribute \$15 per employee “who elects membership in the ‘Deputy Sheriff’s Association of Michigan’ (DSAM).” There was also language addressing the bomb technician unit.

Reading the post-hearing briefs of both Local 502 and the County, it seems that the briefs were going in opposite directions. First, addressing the County's brief, the County states at page 334:

Wayne County is nevertheless offering to enhance its current offering. Specifically, consistent with the Panel's award to Local 3317, Wayne County's proposal offers to give Local 502 members body amour [sic], increase the annual uniform allowance to \$700.00, raise the uniform

maintenance allowance to \$350.00, and increase the additional uniform maintenance allowance to \$450.00.

The fact is the expiring contract that expired on November 1, 2004 already had these provisions in it. There is no change. This fact was noted in Local 502's brief. (U.B. 15). At pages 15-26, the Union's Advocate in his post-hearing brief writes:

Local 502 and Local 3317 have traditionally had a different forms of uniform allowance paid to the members of their bargaining unit.

The employer position is that the \$700 uniform allowance presently being paid to members of Local 502 and which has been in effect since Mach 1, 2002, shall continue unchanged. Whereas Local 502 requests a \$100 increase to \$800. Further, the contract at Article 30, Section 30.07(C) provides for an additional \$100 uniform allowance to be paid to academy trained officers and here the Union requests a similar \$100 increase whereas the employer position is that the \$400 presently being paid will remain unchanged.

Section 30.08, employees receive an annual voucher for the purpose of replacing their uniforms. Currently members of Local 502, on October 1st annually, receive \$450 for academy trained officers and \$300 for non-academy trained officers for maintaining the members uniform items. Local 502 requests that the \$350 voucher be changed to \$450 for academy trained officers, and that the voucher for non-academy officers be changed from \$250 to \$350.

The panel has recently issued its decision in the Local 3317 matter and here, the panel awarded increases to Local 3317 similar to the increases requested by Local 502 (Exhibit 2).

The Union presently receives two additional allowances contained in Article 30, Section 30.10 and 30.11. Here the Union is requesting increases for the two allowances which includes an increase in the gun allowance as otherwise contained in Article 30, Section 30.11.

The fact is there were two allowances as noted in the Local 3317 contract. The uniform allowance was increased \$100 which, as the Chairman reads this increase, is in effect a \$200 increase since it is paid semi-annually. The gun allowance was increased \$100. So, what was increased in Local 3317 is the allowances went up \$100.

Guess what? Local 502 is telling the Panel, "We have a different format on allowances.

We want the same \$100 increase for all our allowances.”

The Chairman treats each proposal for each uniform allowance and each gun allowance as separate proposals. The Chairman will vote with the Union Delegate to accept the Last Best Offer of Local 502 as to each uniform allowance. The Chairman assumes that the Last Best Offer as to the uniform analysis is effective December 1, 2005 for all allowances. This date was mentioned in one of the proposals and it is assumed this is the effective date.

As to the gun allowance, Local 3317 received a \$100.00 increase in the gun allowance and provided that those having the Master would receive \$50.00 more. As the Chairman read the Last Best Offer of Local 502 as to gun allowance, he came to the conclusion that Local 502 was seeking a \$100.00 increase in the gun allowance. The Chairman made this point clear in the Executive Sessions. So that there was no confusion on the point, Local 502, at the Chairman's request, amended its Last Best Offer to reflect this clarification. With this clarification, the Chairman will vote along with the Local 502 Delegate to increase the gun allowance for Local 502 to \$500.00, for Experts to \$550.00, and for Masters to \$600.00. The date of May 1st will continue in the contract.

The Chairman has indicated that each item proposed by Local 502 is a separate item. The Chairman believes that the request for 9mm's, though provided in the Local 3317 contract, is an item of greater expense when applied to Local 502 because of a higher number of officers.

Considering balancing the interests and the benefit that Local 502 is obtaining, the Chairman will not vote to provide Local 502 with 9mm guns. However, there is no reason not to extend the annual payment of Deputy Sheriffs' Association dues as it was extended to 3317.

As to the body armor, Local 502 has withdrawn this request. The Chairman will honor it.

There was some change in the proposed language as to the bomb squad. The County has proposed an amendment to 30.02(D) to read, "In the event the Sheriff establishes a bomb technician, the following items shall be issued by the employer upon successful completion of the approved bomb technician training program. ..." The Chairman believes this language is appropriate and will adopt the County's offer on this language.

The Chairman has focused in this discussion on what happened with Local 3317. Local 3317 set the pattern. Arguments could be made about external comparables. But, in this situation, it is the internal comparable and the bargaining pattern that is persuasive, the internal comparable being Local 3317 and the fact that the Act 312 Panel for Local 3317 seemed to recognize that pattern and upped the allowances for Local 3317. The same is being done for Local 502 in these proceedings. Therefore, the votes are as follows.

Effective December 1, 2005, the uniform and gun allowances proposed by the Union, with the County Delegate dissenting, are adopted by a majority of the panel.

The majority of the Panel, with the Union Delegate dissenting, does not adopt the Union's proposal for 9mm guns. The majority of the Panel, with the County Delegate dissenting, will adopt Local 502's proposal that the County pay \$15.00 toward the annual membership fee for any full-time regular status employee of the bargaining unit who elects membership in the Deputy Sheriffs' Association of Michigan.

The majority of the Panel, with the Union Delegate dissenting, adopts the introductory bomb technician unit language as discussed above.

The majority of the Panel, with the County Delegate dissenting, adopts the Union's withdrawal of its request for body armor.

H. Article 31 – Insurance Programs

The Panel in the Act 312 carefully considered the health care proposals. It was the same proofs as to both Local 3317 and Local 502.

On May 2, 2007, this Panel issued its Opinion and Award as to Local 3317, the command officers in the Sheriff's Department. Health care insurance was a major issue in that proceeding. A substantial portion of the evidence on health care was presented in that proceeding as well as additional evidence in this proceeding. The majority of the Panel adopted the Last Best Offer of the County as to health care and, in doing so, balanced the interests of Local 3317 in obtaining retirement improvements – the same interests that are involved with Local 502.

It became clear during the proceedings as they continued with Local 502 that the County was going to repeat the same offer with Local 502. In the County's initial Last Best Offer on health care, there was an error which the County corrected. Local 502 moved to strike the Last Best Offer of the County. The Chairman denied the motion and has explained his reasoning previously. Bluntly put, there was good cause to permit amendment of the Last Best Offer of the County on insurance because this was the offer that was known to the Panel throughout these proceedings, but certainly long before Last Best Offers were due because of what occurred during the Local 3317 proceedings which, in most cases, was conducted simultaneously with the Local 502 proceedings. The Chairman has only reiterated this point for emphasis. To put it another way, if the motion was granted, then the Union's position on wages and on uniform allowance and pensions would have to be rejected, meaning this is a give and take proposition.

In the Act 312 Opinion and Award with Local 3317 issued on May 2, 2007, this Chairman, for a majority of the Panel, as to health care wrote:

The central theme of the County's Last Best Offer as to insurance, and primarily health care insurance, is its presentation of

evidence based upon national surveys that health care costs have increased between 12-16% between 2000-2004. These national surveys were acknowledged as being accurate by the Local's own witness, Kathy J. Snyder, Senior Vice President, Pubic Employee Benefit Solutions, LLC (Tr. Vol. 2, pg. 292). The national trend was reflected in Wayne County. The health insurance costs for Wayne County employees, including Local 3317 members, rose 13.4% in 2001, 9.1% in 2002, 10.2% in 2003, 9.8% in 2004, and 10.1% in 2005. Another statistic presented was that the cost for participants or active employees in Wayne County has almost doubled since 2000, rising from \$6,700 per contract to over \$10,000 per contract in 2005.

As already noted, the County has reduced staff in departments other than the Wayne County Sheriff's Department. Yet, despite this reduction of staff, the County's health insurance obligation has risen from \$68.6 million in 2000 to over \$105 million in 2005, presenting a \$37 million increase, even though the County has fewer employees than it did in 2000.

These figures caused the County's Advocates in their post-hearing brief at page 51 to conclude:

... The rapid, unanticipated increase means that since 2000, Wayne County has been forced to spend approximately *\$73.6 l Million more in healthcare than it had anticipated* when it negotiated the last round of contracts in 2000. This represents a massive drain of Wayne County's budget.

Though written from an advocacy standpoint, the Chairman can hardly disagree with the conclusions noted in this statement. Furthermore, as the Chairman has already discussed, the County's finances are such that the impact of increasing health care insurance on the County's finances just cannot be ignored. It is for this reason that the County, in its post-hearing brief argues that there is a national trend for premium co-pay as a method to address the increasing cost to employers of health care insurance. The County also notes that Local 3317 also has vision insurance and a legal fund that is not always available to private industry employees.

Though the reference to national trends might set the stage for premium co-pay in the face of rising health care costs, the key analysis is the public employer comparables for there are certain bargaining cultures that have developed in the public sector that may not be the equivalent to such cultures in the private sector.

In discussing the comparables, the Chairman did not definitively select either group or comparables, but only noted the potential limitations of adopting either set of comparables offered by the parties as accurate gauges.

It comes as no surprise to the Chairman that the County introduced as its Exhibit 222 a chart suggesting that all of its proposed comparables have premium co-pay. But for the sake of persuasion, the Chairman has decided to test the County's comparables on the issue of health care insurance with the comparables proffered by Local 3317. This test is revealing.

The Chairman starts with the premise that the cost of health care insurance is increasing, causing concern to both employers and employees. The employees, including Local 3317 members, wish to continue the health care benefit as being fully funded by the employer. The County is under a financial strain, contributed in part by the rising cost in health care. Using the five comparables proffered by Local 3317, one of which is a common comparable between the parties – Oakland County – there appears to be the beginning of a trend following a national pattern of some premium co-pay.

Go to Oakland County. Observe Tab 8 of Union Exhibit 45. The October 1, 2003 – September 30, 2006 collective bargaining agreement between the Oakland County Command Officers Association and the Oakland County Sheriff's Department, namely, Sheriff's Sergeants, Lieutenants and Captains, lists the employee contribution plan for premium co-pays for employees hired on or after January 1, 1997 and prior to May 31, 2003 and for employees hired after May 31, 2003. There is also a listing for employees hired prior to January 1, 1997. For employees hired after May 31, 2003, there is a bi-weekly deduction for a Blue Cross Preferred Plan of a family of \$75.00, for POS \$60.00. For employees hired prior to January 1, 1997, the PPO Plan is a bi-weekly deduction of \$24.00. The POS Blue Choice Plan is \$16.00, presumably on a bi-weekly basis. This is in a county that one can take judicial notice appears to be in better financial straits than Wayne County.

This Oakland County phenomena also continues for retiree health care payments with the retiree sharing in the premium costs. The Michigan State Police, according to Exhibit 45, Tab 8, also share (at least the retirees do) in premium co-pay.

Recently, on March 8, 2007, the Act 312 Panel chaired by Richard M. Block in the *Detroit Police Officers Association and City of Detroit*, MERC Case No. D04 D-0919, at page 98, adopted the City's last best offer providing for 20% of the monthly premiums for single person, two person and family coverage to be paid by the officers for COPS Trust/US Health, Blue Cross/ Blue Shield Traditional, Health Alliance Plan, Blue Care Network, Total Healthcare. The City's last best offer as adopted also provided that as to Blue Cross/Blue Shield Community Blue, the contribution was 10% of the monthly premium.

Furthermore, at page 99 of the Detroit opinion, there is a provision that employees who retire after the effective date of the agreement are responsible for "the same co-premium calculation formula

to determine amounts payable by retiree for the retiree and his spouse.”

This suggests that there is a trend even among the comparables that Local 3317 is urging to provide for health care premium co-pays.

The Last Best Offer of the County is based on an hourly rate. In the Chairman’s view, it is less than the premium co-pay in Detroit, has similarities to the premium co-pay in Oakland County. It also recognizes that retirees are expected to share in the premium co-pay as apparently is the case in Detroit and in Oakland County. This apparently is true of the Michigan State Police.

The trend of premium co-pay has arrived in Southeastern Michigan and would suggest that the Last Best Offer of the County be adopted by the Panel. There is another reason for the Panel adopting the Last Best Offer as to insurance, namely, as discussed under the “Art of the Possible”, an important thrust of Local 3317 was the change in pension benefits. This does not mean that the Local must sacrifice all to obtain a needed pension change. There must be a balance here. The Local expects a wage increase. It expects a change in pensions. Then there are other monetary benefits seen in the contract such as uniform allowance and gun allowance. And, then, there is the pressure on the County’s budget.

When all these factors are weighed, to the Chairman and the majority of the Panel the conclusion is that the Last Best Offer on insurance presented by the County, 37.1 through 37.24, be adopted and the Awards will so provide.

The additional record that was made by Local 502 in regard to health care does not change this conclusion.

The Chairman recognized, in the Local 3317 Award, that the impact of health insurance upon the County’s finances could not be ignored. This is what led the Chairman adopting the County’s premium co-pay insurance provision. The national trend of premium co-pay has arrived in Southeastern Michigan. The premium co-pay rate, based upon the employee’s hourly rate, was less than the premium co-pay in Detroit and similar to the premium co-pay in Oakland County. Also adopted in Local 3317 and in practice in both Detroit and Oakland County is the expectation of retirees to share in the premium co-pay.

Local 502 makes its case that the premium co-pay rate should be reduced. The rationale

Local 502 applies is that, by using the same cent-per-hour rate as that used for Local 3317, Local 502 employees would be contributing a higher percent of their wages than Local 3317 employees because Sergeants and Lieutenants earn higher wages than Officers.

Health insurance is a cost that is flat across each health care plan. That is, a Command Officer and a Police Officer are entitled to exactly the same benefit if each are enrolled in the same plan (HMO, PPO or Traditional). Therefore, the cost per employee – whether Command Officer or Police Officer – should also be the same.

There was discussion over plans to be adopted. The Union in effect challenged the County's efforts to reduce costs in terms of bids through an RFP for various plans, including plans as to a drug program. Local 502 produced the testimony of representatives of Rx America who made claims that the company could save the County upwards to \$10 million if the County utilized their services. But what was missing in the testimony is that this was an estimate; that bids of the other possible providers, including the largest provider in the State of Michigan, were not examined on this record.

Furthermore, it was not clear whether the estimate of savings was County-wide or just with Local 502.

The fact is the parties will be continuing to have a bargaining relationship. Health care issues will not go away. The trend, unless there are changes in national law or state law, will result in increases. The trend, nationally and within the State of Michigan, is for employee contributions. There is nothing on this record that would convince this Chairman to deviate from the Local 3317 Award on health care. There must be cost containment. Local 3317 had an employee contribution. There is no reason that Local 502 is to receive the benefits that Local 3317 obtained that Local 502 should not also accept the obligations.

For this reason, the majority of the Panel, with the Union Delegate dissenting will adopt the Last Best Offer which the Chairman permitted the County to file, which mirrors the Local 3317 Award.

31.05 Prepaid Legal Plan

Currently, Article 31.07 of the 2000-2004 agreement provides for a prepaid legal plan, “as provided for its members.” The County contributes \$4.00 per month for each employee. Local 502 is requesting that this amount be increased to \$8.00 per month to be consistent with the Local 3317 plan, which has had an \$8.00 contribution in the past two contracts.

The County proposal would maintain the County’s contribution at \$4.00 per month and require the County to select a vendor or vendors who would provide prepaid legal services to members of Local 502.

In the view of the Chairman, the fact that since 1974, when the plan went into effect, Local 502 has selected the vendor would suggest that there is no cogent reason to change this aspect of the contract. Furthermore, consistent with the general approach of the Chairman, that economically Local 3317 and Local 502 should be treated similarly, there is no reason not to increase the funding as proposed by Local 502 to \$8.00 per month in order to fund the prepaid legal plan. The Chairman, joined by the Local 502 Delegate, will adopt Local 502’s Last Best Offer and will adopt an Award that provides that the County’s contribution to the prepaid legal plan of Local 502 shall be \$8.00 per month per employee effective February 1, 2008 and that Local 502 shall continue to select the vendor. The County Delegate dissents.

I. Article 37 – Retirement

Retirement issues have been a central focus on these Act 312 proceedings. In the Award for Local 3317, this Panel adopted Local 3317’s Last Best Offer.

With regard to Local 502, the County submitted the Act 312 Award of Local 3317 as its Last Best Offer. This, as the County indicates in its brief, is an improvement over the pension plan set forth in the previous Local 3317 contracts. For example, Plan 3 is improved by an increase in key multiples by up to 3% by building excess sick and annual leave payouts and overtime into the final average compensation and by providing the option to purchase credited years of service at a capped rate and for work at other government employers. Also, upon going on duty disability, it provides employees in the defined contribution plan the ability to receive 75% of their salary. The right to transfer into the hybrid plan (a right that had been closed in 2002) was reinstated. Finally, employees in Plan 5 and the hybrid plan gained the right to purchase additional years of credited service, as well as purchasing years of credited service for work at other government employers.

The County has in its last proposal agreed to adopt the pension provisions that were awarded in the Local 3317 May 2, 2007 Award. Included in the County's Last Best Offer were the proposals that were adopted in the Local 3317 May 2, 2007 Award as to post-retirement health care benefit trust, except as to the language concerning the administration of the employee health care benefit trust. The rationale presented in the Act 312 Local 3317 hearing for the adoption of the post-retirement health care benefit trust was the need to address the rising cost of retiree health care benefits and its impact on the County's finances. The arguments proffered by the County concerning the need for such a post-retirement health care benefit trust were made both in relationship to Local 3317 and Local 502. The County's position is valid. Therefore, there is no reason not to award the same provisions as to post-retirement health care benefit trust in the Local 502 contract as were awarded in the Local 3317 contract with one exception.

The County's Last Best Offer does not have any proposal as to Local 502 members participating in the employee health care benefit trust as was the case in the Local 3317 Award. The Chairman believes that this particular aspect of the Last Best Offer is a non-economic aspect, permitting the Chairman to fashion an award as to the composition of the employee health care benefit trust.

Local 3317's Act 312 Award provided for a trust of four members, with one member being an employee of Wayne County appointed by Michigan AFSCME Council 25, one member being appointed by AFSCME Local 3317, and the remaining two members being appointed by the Wayne County Executive, and providing that, in the event of a tie vote, the deciding vote would be cast by the Wayne County Director of Personnel/Human Resources. Local 502 does point out that it represents one of the largest unions of employees in the County and should have a representative on the trust. However, it is noted that the trust has been carefully constituted to have equal representatives of the County and the unions with a provision for a tie vote.

The Chairman believes, with the Local 502 Delegate agreeing, that the trust should be extended to six members by adopting the Local 3317 Award in this respect, except that there would be one additional member from the County, appointed by the Wayne County Executive, and one member from Local 502 and providing, in the case of a tie vote, the Wayne County Director of Personnel/Human Resources shall cast the deciding vote. Thus, the trust would be a six person board.

There may be an argument that as other unions join in the trust these unions may seek representation. But the fact is the other unions represent few employees as compared to AFSCME Council 25, Local 502 and Local 3317 was the first union involved in the trust. There is no reason to expand beyond six. But there is a reason, given the number of Local 502

members, to have Local 502 have representation. For this reason, the Chairman, joined by the Local 502 Delegate, will add to the Last Best Offer of the County on the post-retirement health care benefit trust the following provision in Article 37.11.A.2. The trust will be administered by a committee consisting of six members. One member shall be an employee of Wayne County, appointed by Michigan AFSCME Council 25. One member shall be a member of Wayne County AFSCME Local 3317. One member shall be a member of Local 502. The remaining three members shall be appointed by the Wayne County Executive. In the event of a tie vote, the Wayne County Director of Personnel/Human Resources shall cast the deciding vote. The County's Delegate dissents on this portion of the Award.

A majority of the Panel, namely, the Chairman and the County Delegate, will adopt the County's Last Best Offer as to pensions, except the County Delegate does not agree as to the composition of the trust board. Since the Chairman believes that the trust board is a non-economic issue and the Chairman can fashion an Award, the Chairman has done so. The Local 502 Delegate has joined with the Chairman in adopting the Award as to the composition of the trust board. In adopting the County's Last Best Offer, the Local 3317 Award as to pensions points out that the Article 38 reference in the Local 3317 Act 312 Award should be changed to Article 37 as this is the appropriate article in Local 502. This is the intention of the Panel.

In addition, Local 502 has made other proposals that the Chairman considered separately. First, the proposal seeks to change Plan 5, the Hybrid plan's average final compensation to be calculated upon the employee's five best years. Subsequent to the issuance of the Local 3317 Opinion and Award, there was some confusion in the language as between the Local 3317 Act 312 Opinion and the Award that followed therein as to the final average compensation. Nevertheless, Local 3317 was not awarded the best five years as now sought by Local 502.

Since the Local 3317 Act 312 Award did not have this provision, the Chairman and the County Delegate will not make this provision part of this Award, with the Local 502 Delegate dissenting. This is a matter for the parties to negotiate.

It also proposed that the duty disability pension portions in Plans 2, 3, 4 and 5 be made retroactive. Usually, pension plans are not made retroactive. For this reason, the majority of the Panel, with the Union Delegate dissenting, rejects the proposal to make the disability pension portions retroactive.

The proposal of Local 502 that buying calculations from Plan 4 to Plan 5 be calculated on 30 years of service and not 25 years of service. However, if an employee elects to retire with more than 25 years of service but less than 30 years of service, then the Retirement Board shall have its actuary re-calculate the employee's contribution so that the employee pays the full actuarial or amount for retirement with less than 30 years of service but more than 25 years of service. After the 3317 Award, the Retirement Board took the position that all employees transferring from Plan 4 to Plan 5 during the 25 and out window for the next five years would have their contributions based on the 25 and out system even though the employee would not be eligible for the 25 and our window period. As to this proposal, the Chairman believes that the matter be best left to negotiations between Local 502 and, for that matter, Local 3317, with the County to address this issue. It is not clear that an agreement at this point has been reached with Local 3317 to address this issue. For this reason, the Chairman cannot vote to accept this proposal. If it turns out that the County has reached an agreement with Local 3317, then presumably Local 502 will be able to do so. If not, the matter can be the subject of future negotiations.

For this reason, the Chairman, with the concurrence of the County Delegate, will vote not to award the Local 502 proposal as to binding calculations from Plan 4 to Plan 5, with the Local 502 Delegate dissenting.

Local 502 has proposed, as to Retirement Board eligibility, if permitted by law, that an employee who retires from Wayne County in order to run for a seat on the Wayne County Employees Retirement System need only be a resident of the State of Michigan and not a resident of Wayne County. This was part of the Local 3317 Award. The Chairman, along with the Local 502 Delegate, adopts such a proposal as an Award as it is reasonable to treat both locals the same in this respect. The County Delegate dissents.

Except as just noted, the majority of the Panel adopts the County's proposal as to the Pension System as it reflects the Local 3317 Pension improvements. It is a substantial repair to the pension system for the Wayne County Sheriffs' Department employees, both command officers and police officers. The modifications in each proposal have been addressed above.

J. Article 38 – Economic Improvements

As to the issue of wages in the Act 312 Award issued for Local 3317, the following was awarded:

Then the Chairman comes to the bottom line. Even though there are concerns about the percentage increases, the Chairman recognizes that there are other forms of compensation in the Local 3317 contract such as the increase in uniform and gun allowances. The Chairman also notes that this concept provides a major improvement in the pension – an issue that was central for Local 3317's negotiations. These changes in the pension had an economic cost. When weighing the economic improvements and the contract as a whole, the art of the possible required balance.

The analysis here of the economic improvements were made in light of other economic costs associated with the contract that will result from this Act 312 and particularly the pension costs. The balance as tested against the comparables

and the totality of the contract, including other economic benefits in the contract, caused this Chairman, with a majority of the Panel, to adopt the Last Best Offer of the County as to economic improvements, including wages, as set forth in this Award.

In regard to Local 502, there were no additional economic factors presented that were persuasive. The comparables are there. The fact is that the Detroit comparables, which is the largest police force in Michigan, short of the Michigan State Police, would suggest a lower wage rate for Local 502. The economic conditions of the County have not improved since the hearings ended. Furthermore, the State of Michigan has economic difficulties that might impact on the County's ability to receive State aid. When all is said and done, there is no reason for a different wage package.

Local 502 seeks to increase the number of special skills positions from four (Computer Programmer, Helicopter Pilot, Marine Safety Patrol Officers and Bomb Technician) to nine (Motorcycle Unit; Polygraph Operator; Bomb Technician; Canine Unit; SWAT/SRO Unit; Field Communications Services; Investigative Unit; Crime Lab, ID and Central Photo Unit; and marine Safety Unit). The rationale Local 502 offers for this change is that it will track and provide parity with the Sergeants and Lieutenants who perform the same duty. Furthermore, Local 502 seeks a number of instances of retroactive pay increases which apparently are designed to offset wage freezes at December 1, 2003.

The Chairman appreciates the rationale of Local 502's Last Best Offer regarding special skills positions. But one must look at the ability to pay, the comparables, the bargaining history and the art of the possible. Local 502 is obtaining a substantial pension benefit with, admittedly, some changes in health care. Local 502 is obtaining the same benefits economic package as Local 3317 – a package that was hard fought for. Since the Local 3317 Award, the economic

picture in the State of Michigan has not improved and, in fact, the economic indicators suggest that government must be most cautious along with private business in this economic environment.

To put it another way, there is only so much that Local 502 can expect in this round of negotiations. The current economic landscape does not permit any hidden economic costs to the County. Otherwise, the membership of Local 502 would not obtain the economic benefits that they have obtained by virtue of this Award.

For this reason, the majority of the Panel, with the Union Delegate dissenting as to the special skills positions, adopts the Last Best Offer as to wages proffered by the County.

K. Article 39 – Differential Pay

The County maintains the *status quo* in its Last Best Offer. This provides employees with a shift premium of fifty cents (\$0.50) per hour, a thirty-five cent (\$0.35) per hour premium for working Saturday, and a forty cent (\$0.40) per hour premium for working Sunday.

Local 502's Last Best Offer maintains the Saturday and Sunday premiums, and increases the shift premium to sixty cents (\$0.60) per hour.

Point blank, the comparables do not support the Union's position. Neither Livonia nor Oakland County pay premium for evening or night shift work. Local 502 members currently receive a premium for evening and night time work that exceeds Dearborn. The City of Detroit does receive \$0.60 per hour for working what is called the "power shift" – 7:00 p.m. to 4:00 a.m. On the other hand, some of the economic benefits in the current City of Detroit/DPOA Award are less than what are being awarded in this proceeding. The record just does not support this requirement.

For this reason, a majority of the Panel, with the Union Delegate dissenting, adopts the County's Last Best Offer of *status quo*.

DISCUSSION OF THE NON-ECONOMIC ISSUES

A. Article 1 – Recognition

The County seeks to include language in this Article of the creation of the officer pool of temporary police officers, as indicated previously in this Opinion and Award, including changed language in 1.01 and 1.02, as well as including the following language formulated by the Chairman in 1.05:

1.05

Notwithstanding Article 1.02 of this Agreement, the Sheriff shall have the right to utilize the services of temporary police officers to fill absences or vacancies created by a leave of any kind for any work assignments located in the Jail Division. All individuals selected for a temporary police officer assignment must have either retired in good standing from the Wayne County Sheriff Department law enforcement classification or a police department or been selected from an applicable eligible list. But first preference for selection shall be a retired former Wayne County Sheriff Department law enforcement employee when available.

Temporary police officers shall be entitled to statutory benefits provided by law and included in the bargaining unit covered by this Agreement for the sole purpose of paying union dues on a pro-rated basis. However, temporary police officers are "at will" and shall in no way, at any time, gain regular status or attain any rights or privileges enjoyed by regular status employees represented by the bargaining unit. Additionally, temporary police officers shall not have access to the grievance arbitration procedure contained in either Article 8 or Article 9 of this Agreement.

Local 502's Last Best Offer does not recognize the temporary officer pool. Instead, Local 502 wishes to include a second paragraph to Section 1.02, which reads:

In the event a member of the bargaining unit, who is assigned to a specialty position, is promoted to the classification of Sergeant, the vacant position shall be backfilled by way of posting and selecting a member of the Union for training and assignment to this position.

The Chairman has already discussed under economics the viability of having a temporary officer pool. The focus of adopting the County's Last Best Offer as to an officer pool was the Act 312 Award for Local 3317. The majority of the Panel at that time agreed that the County made its case that the temporary pool could help address shortages and overtime issues.

The discussion this Chairman has already proffered in that Opinion is incorporated herein by reference with emphasis on the fact that there is no reason not to provide the same Award as to a temporary officer pool for Local 502 as was done with Local 3317.

The County takes strong opposition to any change in this Article that Local 502 makes. According to the County, Local 502 articulated no counter-proposal regarding Article 1.

The reason Local 502 injects this post-hearing change is due to outstanding grievances surrounding Local 502 officers who were reclassified to the Sergeant position had remained in the unit upon being promoted to Sergeant.

Local 502 notes that there was the testimony of former Vice President Simmons about the issue. But the matter was not discussed thoroughly in bargaining. Nor was the evidence that was presented persuasive. Furthermore, consistent with management rights, the Sheriff may be of the view that the Department needs supervisors in certain places, though the particular officer may not agree.

It is for these reasons that the Chairman is not persuaded by Local 502's suggestion to amend 1.02. On the other hand, as already indicated, the temporary officer pool is indeed viable.

For these reasons the Panel majority adopts the County Article 1 proposal with one exception, that the Local 502 Delegate concurs in, and rejects the Last Best Offer on the subject proposed by Local 502, with the Union Delegate dissenting, with the Panel majority including

the following change of language in the first paragraph of the County's proposal as formulated by the Chairman:

Notwithstanding Article 1.02 of this Agreement, the Sheriff shall have the right to utilize the services of temporary police officers to fill absences or vacancies created by a leave of any kind for any work assignments located in the Jail Division. All individuals selected for a temporary police officer assignment must have either retired in good standing from the Wayne County Sheriff Department law enforcement classification or a police department or been selected from an applicable eligible list. But first preference for selection shall be a retired former Wayne County Sheriff Department law enforcement employee when available.

The second paragraph in the County's 1.05 proposal will remain unchanged.

B. Article 7 – Representation

At page 35 of his brief, Local 502's Advocate writes:

The most contested article during the course of the Act 312 Arbitration and for which several days of testimony was elicited is the Representation Article. Much time was spent dealing with a chief steward position for Highland Park and that is now a non issue in light of the fact that the Highland Park assignment has been abolished.

Local 502's Advocate, in his post-hearing brief, identifies three areas that Local 502 would like changed in Article 7. First, the request for a Chief Steward and two alternate Stewards represent the Special Operations Unit. Second, Local 502 seeks to allow Chief Stewards to be released once a week to attend the Union Steward meeting – a practice that Local 502 maintains was discontinued in November 2002. Finally, it seeks to modify 7.05 to release the Union President and First and Second Vice President on a full-time basis to handle internal Union business.

The County has a much different understanding about Article 7. It states that this issue was resolved when an agreement regarding this Article was signed by the parties on October 13, 2006.

The Chairman agrees with the County that the October 13, 2006 agreement should be part of the Award as to representation and will adopt same with the County Delegate agreeing with the Chairman.

However, the Chairman believes there are two issues that were not resolved and that should be addressed. The Chairman, joined by the Local 502 Delegate, will adopt the following proposal which is non-economic but is a proposal the Chairman can formulate, namely, if the President or First or Second Vice President is in a specialized position, he or she shall continue to be paid all specialty pay and continue to receive all training and re-training; be assigned all equipment; and be subject to on-call and call-out in his or her unit. The reason why the chairman would add this Award as part of the representation award is that it would discourage Local 502 members from running for office who might take a reduction in pay if accepting the office. Such persons have pride in their specialty and should not be put at a disadvantage when running for and obtaining office. It is for this reason that the Chairman, joined by the Local 502 Delegate, will adopt this provision as to the President and First and Second Vice Presidents.

It was brought to the attention of the Chairman during executive session that there are approximately 200 officers in special operations who are not served by a Chief Steward. One of the difficulties during the hearing on this issue was the Sheriff's right to make certain discretionary appointments which may impact on whether the Chief Steward is a discretionary appointment. In order to avoid such a possibility Local 502 has proposed that Local 502 appoint a Chief Steward from one of the two alternates who are in the Field Services. However, it was also brought to the Chairman's attention that the Department no longer services Highland Park, meaning that there are less officers in Field Services. This suggests that the Chief Steward in Field Services could service the officers in Special Operations, given that the other chief

Stewards in the Department service many more officers than would be serviced by the Field Services Chief Steward servicing both Field Services and Special Operations. For this reason, the Chairman, along with the County Delegate, will decline to adopt the proposal as to special operations representation. The Local 502 Delegate dissents.

C. Article 8 – Settlement of Disputes

The settlement of disputes between employee and employer is an important component to maintain a good working relationship within an employment environment.

The County's Last Best Offer on this matter is to retain the *status quo*, with an insertion of a reminder that probationary employees do not have access to the grievance procedure in matters of discipline or discharge.

Local 502 provides a Last Best Offer that changes the *status quo*. The changes include (1) that arbitration hearings shall be held on the first, second and fourth Thursday of each month with disciplinary grievances being given priority and policy grievances scheduled on a regular and ongoing basis; (2) that each party selects two arbitrators that are members of the labor panel of the American Arbitration Association and members of the labor panel of the Federal Mediation and Conciliation Services, to hear grievances on a rotating basis; and (3) adds shift premium on back pay awards.

This is a non-economic provision, meaning the Panel is not bound to picking one or the other Last Best Offer. Though the County's Advocate challenged the Union's position claiming that the record does not support a change. There was testimony, among others, by then First Vice President Jeanette Williams of Local 502 who expressed frustration over hearing arbitrations and setting arbitration dates. The sense of her testimony was that there should be some changes in the arbitration procedure. The Chairman agrees, but does not agree with Local

502 in some of its proposals. Rather, the Chairman believes that the selection of arbitrators should be mutually selected by the parties; that eligible arbitrators should be a member of the labor panel of the American Arbitration Association or the labor panel of the Federal Mediation and Conciliation Service or a labor panel of the Michigan Employment Relations Commission. Further, based upon the proposal that there be at least three scheduled arbitrations per month, the panel should be four.

The scheduling of the arbitration hearings shall be on a regular day in the week, mutually selected by the parties, a year in advance, so that the arbitrators can reserve the date. Cases will be on a rotating basis among the arbitrators selected. Cases will be assigned an arbitrator based upon a blind draw. Three arbitration hearings will be set per month. Discipline matters will have priority in scheduling. The panel will hear both discipline and non-discipline grievances. There should be a provision that if at any time either party desires to terminate the services of an arbitrator, the party shall give notice in writing to that effect to the other party, specifying the date of termination. The parties shall send a joint written notice to the arbitrator of his/her termination. Once the arbitrator has received written notice that his/her services are terminated, the arbitrator shall not hear any further cases. However, the arbitrator shall render decisions in all cases that he/she has heard prior to receiving such notice.

The parties shall meet within thirty (30) calendar days after this Award to select the panel of four arbitrators and to establish the days for arbitration and the schedule for the year.

The above proposals will replace Step 5.A, Paragraphs 1, 2, 3 and 4. Paragraph A.5 shall remain, except as modified herein. The Settlement of Disputes Article 8 shall remain as is with one further exception, namely, as proposed by the Union, any back pay award shall include shift premium pay that the employee otherwise would have earned. This is a proposal by the Union.

It is consistent with “make whole” remedies that arbitrators provide. The Chairman appreciates that this is a modification of the longstanding provision. But, when there is a just cause provision in the contract and a suspension or discharge does not meet the standard and the arbitrator decides that there is a back pay award, *i.e.*, a “make whole” award, it would seem that if the individual at the time of the discipline was earning premium pay, this would be part of the back pay award.

The County’s Delegate has dissented from this Award. The Union Delegate will join the Chairman in this Award, but reluctantly, as the Union’s Delegate believes that the Union’s initial proposal is more viable. But in order to obtain a majority, the Union Delegate has concurred. If it turns out that this is not a viable solution, the parties mutually can change it.

D. Article 9 – Disciplinary Procedure

The County’s Last Best Offer regarding the disciplinary procedure is materially identical to the result negotiated between Local 3317 and the County. It was not the County’s initial proposal, but rather a position that the County and Local 3317 worked towards in order to achieve a mutually agreeable resolution.

Local 502’s position conflicts with the County’s Last Best Offer by reducing the effect of discipline by (1) requiring that an employee’s disciplinary history be destroyed after 12 months (instead of 24 months agreed to by Local 3317 and has been the case between the parties for years); (2) advancing the date when the shortened period begins to run; (3) precluding the use of any discipline that is more than one year old for any reason after 12 months, including for progressive discipline or in determining whether charges should be brought; (4) eliminates the “satisfactory service” requirement; (5) requiring the complete purge of all traces of discipline

and (6) adding a new element that allows for the 12 month period to run even while employees are on leaves of absence.

The concern Local 502 had expressed through its Advocate's post-hearing brief is that disciplinary actions would hinder an employee's ability to transfer or be promoted if the employee had a good record after the discipline. This concern is addressed in the County's proposal with the inclusion of the paragraph in 9.06 which reads:

However, upon completion of twelve (12) months of satisfactory service, an employee's disciplinary record will not be used as a basis for denying his or her request to transfer to a seniority-bid assignment.

Local 502 also sought to include a Subsection N to the Police Officer's Bill of Rights. The Advocate for Local 502 discusses the need for the employee to be given notice in the event the Department is served with an administrative subpoena. This matches the County's Last Best Offer. However, the language in Local 502's Last Best Offer requires that the Union, not the employee, be notified. This does not comport with what the Union said in its post-hearing brief and what was in its Last Best Offer. The post-hearing brief referred to the need for the individual to be given notice. The Last Best Offer, as indicated, proposes that the Union receive notice. It would seem that it is the employee that has an interest and it is up to the employee to contact the Union.

There are other changes that Local 502 proposes. But the fact of the matter is the County in its Last Best Offer has made modifications from the current language that are favorable to Local 502 members. Again, looking at the bargaining history and the art of the possible, this Chairman concludes that there is only so much that can be obtained in one bargaining session. There have been substantial strides as represented by the County's Last Best Offer.

For this reason, the Chairman, joined with the County's Delegate, will opt for the County's Last Best Offer as to Article 9, with the Union Delegate dissenting.

E. Article 13 – Seniority

There are two changes proffered by the County. The County proposes to eliminate Airport language by amending Article 13.01(A)(2) so that the Airport Division is referred to as the "former" Airport Division. This is consistent with State law and should be adopted. The County also seeks to amend Article 13.06(D) to reflect the elimination of the Detective classification. The Chairman, joined at least by the County Delegate, will adopt the County's Last Best Offer on the issue of seniority as the Union offered no rebuttal except as to the issue of eliminating the Detective rank which will be discussed later in this Opinion.

F. Article 14 – Shift Preference and Transfer

Article 14, Section 14.01 provides that bidding take place for shift preference in the months of March and September. Local 502 proposes that the bidding take place in the months of February and August. Moving this selection back one month will give the employee an opportunity to pick his or her vacation schedule for the upcoming six months, knowing what shift the employee will be on. Presently, the employee is put in the position of selecting vacations without necessarily knowing what shift the employee will be on. This proposal is a reasonable proposal and addresses a potential problem for employees.

For these reasons, the Chairman, joined by the Local 502 Delegate, with the County delegate dissenting, will award the proposal of Local 502, namely, that bidding take place in the months of February and August.

Section 14.02(F) provides that employees with between one and five day suspensions on their record will be eligible to transfer to seniority bid positions, but are subject to discretionary

removal for 24 months; and employees with five or more days of suspensions on their record are not eligible to transfer to seniority bid positions. Local 502 wishes to strike these requirements as to discipline. The County opposes this change alleging that it takes away the incentive to comply with Department rules and could very well condone rule breaking. To put it another way, the County argues that it would put rule breakers on a level playing field with those who comply with the rules.

Given the fact that the language as proposed by the County as to 14.02(F) in concept has been part of the contract for several years and no valid reason, in the view of the Chairman, has been given on this record to remove this language, a majority of the Panel, with the Chairman and County Delegate concurring and the Local 502 Delegate dissenting, adopts the Last Best Offer of the County as to Section 14.02(F), including changes in regard to the reference to the Airport.

Section 14.02(H) is a mutual proposal to eliminate reference to Airport Director. The parties apparently agree on this. Therefore, the Panel, by a unanimous vote, will adopt this offer of the County.

Currently, Section 14.02(I) requires all new Local 502 employees to spend at least one year working in the Jail, regardless of previous experience or Academy certification. In addition to a few cosmetic changes, the County proposes to reduce this mandatory jail time period from one year to three months. The evidence indicates that the Department in recent times is able to attract certified officers and experienced officers from other departments, but has been limited in doing so because such officers want an opportunity earlier than one year to bid out of a jail position. (Tr. 30, p. 95). This matter was discussed between the parties. The Sheriff's Department wanted to eliminate the one year requirement entirely. The Union apparently was

willing to reduce the proposed language to six months. Then, the Union apparently changed course and opted for the one year. The Department maintains that its offer of three months was a compromise.

The Chairman believes that this provision is a non-economic provision and, therefore, has latitude in selecting a time. There is only so much that can be accomplished in one negotiation. It would seem that going from one year to six months is reasonable and balances the interest of the Department and the interest of officers who are not new who wish to bid out of jail positions. For this reason, the Chairman, reluctantly joined by the County Delegate, with the Union Delegate dissenting, will adopt a six (6) month rule with the cosmetic changes proposed by the County.

Section 14.03 introduces a concept which is not unique to the Local 502 contract (see, City of Detroit-DPOA contract), namely, giving the Sheriff discretion in the selection of officers for certain positions. This is not the parties' first contract. The concept of discretion has been ingrained in the parties' collective bargaining relationship.

Pursuant to Section 14.03(A), the Sheriff has the discretion to remove individuals from discretionary units. (Tr. 4, pp. 74-75; Tr. 21, p. 101). Local 502 wishes to amend the language to define discretion. The current language has been in the contract for some time. There has been no showing that there is any cogent reason to change the language. For a variety of reasons the discretion may be used and the changes proposed by Local 502 in reality is an attempt to restrict discretion.

Given the bargaining history over the years of the discretionary concept, the Chairman, along with the County Delegate, will reject the proposal of Local 502 in this regard and adopt the *status quo*. The Local 502 Delegate dissents.

The Sheriff believes that there is a need in four areas to have discretionary positions for the efficiency of the Department. The first area is the registry in Jail Divisions I and III. The registry employees are responsible to monitor the flow of prisoners in and out of the jail. This is an important responsibility. If there is an error and the wrong person is released, the publicity can be most harmful to the Department. (Tr. 33, pp. 97-99). In fact, the testimony was that there had been five releases that “occurred this year of people that should not have been released. I’m just going back this year.” (Tr. 30, p. 171).

Such testimony gives some support to the Sheriff’s request to make the registry discretionary so as to monitor the registry to avoid such mistakes. Indeed, the activities in the registry can be critical to the mission of the Department. Failures in registry can undermine this mission and public confidence in the Department.

The front desk unit in Jail Divisions I, II and III is now a seniority bid. The County asks the Panel to make these positions discretionary. The testimony was that “the desk lobby personnel or the front desk personnel, they are the eyes and ears of the department. Those are the areas where the public comes in to one of our facilities. The first person from the Sheriff’s staff to meet and greet are the desk lobby officers. Those are the ones who were first impressions of the department, are often made whether the person is an attorney, whether the person is a family member of a prisoner, or a relative of an officer, or ... anyone else who uses our facilities, teachers and other persons, nurses that come into our facility and so forth.” (Tr. 30, p. 107).

The Chairman can appreciate that images are important when dealing with the public. The front desk deals with the public. And this is a concern of the Sheriff and is the reason the Sheriff is asking for discretionary appointments to the front desk.

The positions in registry and the front desk have in the past been filled by seniority. Over the years, Local 502 members have bid for these positions. Yet, the Sheriff did make arguments in support of his position concerning discretionary picks as to the registry and the front desk.

There are other factors to be considered. The Sheriff requested four areas of discretionary picks. As will be set forth below in this Opinion, the Chairman has rejected the request to the extent of discretionary picks to transportation and beyond what already exists in the Courts. Second, in balancing the interests of both parties, the Chairman opted, over resistance from the County, to increase the legal plan as well as to reduce the years to obtain the Corporal rank. Both of these items are most beneficial to the members of Local 502.

There must be give and take in bargaining. There must be an art of the possible. Furthermore, the just expired contract at pages 35 and 36 recognizes the concept of discretion and suggests that in certain areas discretion has been recognized in the Department.

Bid rights are important to members of Local 502. On the other hand, the Department needs a method to assure the performance that is expected particularly in these two areas – registry and front desk – that are of importance to the efficient operation of the Department and the Department’s relationship with the public. When faced with such competing interests, the parties, as evidenced by footnote 3 at page 35 and footnote 8 at page 36, have been able to accommodate their respective interests. This bargaining history suggests that if the parties were left to bargaining without Act 312 providing that Local 502 had the opportunity of receiving an agreement of having more officers promoted to Corporal at an earlier point in their career, the art of the possible would suggest that in the registry in Jail Divisions I and III and the front desk in Jail Divisions I, II and III would become equal balance units according to the Department’s

current practice as to staffing such units. Removals from such units shall be at the discretion of the Sheriff. There was no evidence on this record that where the Sheriff has had discretionary removal that this discretion has been exercised with any frequency, if any. If it turns out that this provision becomes of concern in the future, this can be addressed in future negotiations. In the meantime, this approach balances the interest of both parties.

Therefore, the Chairman, joined by the County Delegate, with the Local 502 Delegate dissenting, will adopt an Award providing for equal balance in accordance with Department current practice with discretion out for the registry in Jail Divisions I and III and the front desk in Jail Divisions I, II and III and removal from said positions at the discretion of the Sheriff. Since transfers are a non-economic issue, the Chairman could fashion the Award as just stated.

It must be emphasized that a substantial number of Local 502 members are receiving promotion to the rank of Corporal with concomitant economic benefits, including reaching Senior Corporal pay at an earlier stage. This represents a give and take in bargaining. This provision increasing the opportunity for a number of members of Local 502 to receive Corporal pay and Senior Corporal pay would not have come about unless there was compromise on the issue of assignment in the registry and front desk positions in the Jail Divisions. These benefits cannot be ignored in equating the Awards here. These benefits are part of the overall art of the possible.

Local 502 proposes that the master control in Jail Division III be removed as a discretionary position to a seniority bid. There was no evidence to support this position. With the lack of such evidence, the Chairman concludes that the County's proposal to remain the

status quo as to the master control in Jail Division III be adopted, with the County Delegate concurring and the Union Delegate dissenting.

The same approach is taken with the Local 502 proposal to change classification in Jail Division I from a discretionary to a seniority bid. Local 502 acknowledged in the testimony of its witnesses that persons assigned to work the classification job have an extremely important job of determining where prisoners are to be housed, requiring some expertise in reviewing factors such as offenses involved, disposition and sexual orientation. The classification officer also makes decisions about whether to assign inmates to work programs, to tether or other programs. (Tr. 21, p. 18; Tr. 22, p. 68). Given such evidence, there is no reason to change. For this reason, the Chairman, joined by the County Delegate, with the Local 502 Delegate dissenting, awards the *status quo* as to the classification being discretionary.

As to prisoner transportation, the County seeks to change the position title from Transfer Unit to Prisoner Transportation because this is the way the position is referenced in the budget. (Tr. 30, p. 100). There is no reason not to make this change. Thus, the Chairman, joined by the County Delegate, will award this change.

The County also proposes that the Prisoner Transportation become a discretionary position rather than currently seniority. The Sheriff has been chastised by Circuit Judges because of delays in getting prisoners to court on time. (Tr. 30, p. 102). There have been problems in concerns about delays in runs. Testimony was presented before the Chairman about a run made to four facilities in southern Michigan, one in Adrian, one in Jackson, one in Coldwater and one in Battle Creek. It was testified that the trip took a full day plus three hours overtime. (Tr. 30, p. 234-235).

The Chairman appreciates the concerns of the Sheriff as to transportation. However, the Sheriff has asked for other positions that the Sheriff believes are essential for the operation of the Jails and service to the public to be discretionary. A majority of the Panel has agreed.

Again, there is only so much that can be gained in one negotiation. Remembering that Act 312 is a substitute for a strike, that the criteria is the art of the possible, in the give and take of bargaining there is only so much that either side can expect in bargaining in one bargaining cycle. In the case of transportation, there are ways that the Department can control potential disputes. First, it is command's responsibility to exercise more supervision. Second, the Department can take its cue from the trucking industry that has used advances in electronics to track the movement of vehicles if this becomes necessary.

Seniority rights are important to members of the Department. On the other hand, discretionary rights are not unknown in police work, as this Chairman has already alluded to in reference to the City of Detroit-Detroit Police Officers contract. There has to be a balance. Until the Department can establish that the methods of supervision and electronic devices have not been able to meet the Department's expectations as to transportation, then the proofs are lacking to require as to prisoner transportation that this seeks to be a seniority bid. The Department has other means to control the transportation operations.

It is for these reasons that the Chairman, joined by the Local 502 Delegate, with the County Delegate dissenting, will award the *status quo* as to prisoner transportation being a seniority bid.

There are two positions that are being eliminated, namely, the alternate work force and polygraph operator, which the County proposed to eliminate from the contract. With no

evidence to the contrary, the majority of the Panel, with the Chairman and the County Delegate concurring, awards the elimination of alternate work force and polygraph operator.

As to the Henry Ruff lockup, Local 502 proposes to change the current discretionary position to a seniority bid. It is a position that has discretion, including handling inmates, taking bail bonds and dealing with the public coming in to inquire concerning CCW licenses. It has been a discretionary position for some time. Local 502 did not present persuasive evidence to change the *status quo* as to the Henry Ruff lockup. For this reason, a majority of the Panel, the Chairman with the County Delegate concurring, with the Union Delegate dissenting, adopts the County's position that the Henry Ruff lockup position continue as discretionary.

Local 502 seeks to add the dive team to a qualification board position. The Chairman agrees with Local 502 on this point and, along with the Local 502 Delegate, with the County Delegate dissenting, will add the dive team as a qualification board position.

The DDOT transit patrol unit, municipal support enforcement unit, and Wayne County Community College patrol unit are alternate pick positions, namely, a discretionary assignment then a seniority bid pick. The Chairman sees no reason to change the *status quo* except to adopt an equal balance concept. The Chairman also notes that Local 3317 in its contract agrees that the municipal support enforcement unit be a discretionary pick position. The majority of the Panel, the Chairman and the County Delegate, will adopt the County's proposal as to the DDOT transit patrol unit, municipal support enforcement unit and Wayne County Community College patrol unit, coupled with the County's equal balance concept.

The County has proposed to give the Sheriff discretion with regard to courtroom security appointments. There has been contact with both the Wayne County Probate Court and the Circuit Court urging that court security officers be discretionary. There are cogent reasons for

this, including the interaction between the court officers and the judges they serve.

Nevertheless, there is only so much that can be accomplished in one negotiation. He is not prepared to extend the discretionary picks to the courts because of the art of the possible, namely, there is only so much that can be accomplished in one negotiations. For this reason, the Chairman, joined by the Local 502 Delegate, with the County Delegate dissenting, will award the *status quo* as to court security officers, namely, they shall be seniority bids.

The parties have agreed to eliminate the grand jury position. Therefore, a unanimous Panel opts to eliminate the grand jury position.

As to the Friend of the Court security and Friend of the Court enforcement civil process, Local 3317 had voluntarily agreed to make these positions discretionary. The Local 502 contract has a footnote suggesting that Friend of the Court security and enforcement are seniority bids, with the Sheriff having the option of renewing people at his discretion. The evidence suggests that this system is working and there is no reason to change it. For this reason, a majority of the panel, namely, the Chairman and the County Delegate, will award the *status quo* on this issue.

The civil process position is currently discretionary. Local 502 has made no case to change this. For this reason, a majority of the Panel, the Chairman, joined by the County Delegate, with the Local 502 Delegate dissenting, will continue the civil process position as a discretionary position.

As to the felony warrant unit, Local 3317 voluntarily agreed to make these positions discretionary. The position does not currently exist as it has been cut out of the budget. But if the positions are restored, the majority of the Panel, namely, the Chairman and the County

Delegate, opt to make the position consistent with the Local 3317 contract as discretionary. The Union Delegate dissents.

The County proposes to eliminate the juvenile section heading and move the security position thereunder into the court service division heading. The majority of the Panel, with the Chairman and the County Delegate concurring, agrees to this change. However, the County also wishes to make the juvenile section discretionary positions. For reasons discussed under the court officers, the Chairman, joined by the Local 502 Delegate, will opt to keep the position a seniority bid. The County Delegate dissents.

The County proposes to eliminate the CEO Office and change the position from CEO Office to Executive Division heading called the Wayne County Executive Office. The position is already discretionary, but the County would add that the County Executive, not the Sheriff, selects the officer on this detail. Such an officer has a personal relationship with the County Executive. Considering this, the majority of the Panel, namely, the Chairman and the County Delegate, with the Union Delegate dissenting, agrees to these proposals and awards same.

The police property unit is already discretionary. It is discretionary in the Local 3317 Agreement. There is no reason to change this position to a bid position, given the fact that it is discretionary and that it is discretionary in the Local 3317 contract. For these reasons, the Chairman, joined by the County Delegate, with the Union Delegate dissenting, will continue the police property unit as discretionary.

The regional dispatch center position is already an equal balance position. (Tr. 30, p. 130). The County seeks to memorial the *status quo* in the contract. The Chairman and the County Delegate agree and will so award.

The internet crime unit is discretionary. The County seeks to memorial this *status quo*. The position involves unique skills and sensibilities. For this reason, the Chairman, joined by the County Delegate, will award the *status quo* and keep the internet crime unit discretionary.

There was a mutual proposal to eliminate the Airport police positions and reference thereto because the Airport is a separate employer from Wayne County. The Panel unanimously agrees to award this proposal.

Local 3317 voluntarily agreed to make the security detail in the Wayne County Executive Office one where the County Executive selects officers for the job at his discretion. Since this is a personal relationship and since Local 3317 has already agreed to this proposition, there is no reason why the position should not be discretionary and selected by the County Executive at his discretion. For this reason, the majority of the Panel, the Chairman joined by the County Delegate, with the Union Delegate dissenting, will adopt the proposal of the security detail for the Wayne County Executive Office as proposed by the County.

The Department of Children and Family Service position is relatively new. It is a discretionary position. The proposal of the County is to memorialize the *status quo* in the text of the contract. The majority of the Panel, the Chairman and the County Delegate, agrees and will so award this proposal.

Local 502 proposed to add to Article 14.04 “all provisions of the Arbitrator Franklin arbitration award shall apply.” It is not the usual practice of referencing arbitration awards in contract language. Furthermore, to do so could cause confusion in the interpretation of the language. For these reasons, a majority of the Panel, with the Chairman and the County Delegate concurring and the Union Delegate dissenting, will not award Local 502’s proposal to incorporate the Franklin arbitration award into the contract.

Section 14.05 regarding new unit placement provides, “The job assignment with said unit shall be filled alternately by discretionary appointment by the Sheriff ... and by seniority bid. Officers may be removed from all new uniform units at the discretion of the Sheriff. ...” this provision has caused disputes between the parties, as testified to by Chief Dickerson and Corporal Royal as to how the concept should work. Thus, the County has proposed an equal balance proposal to be added to 14.05 as follows:

14.05 ~~New Units~~ **Equal Balance Units**

- A. In the event the Sheriff ~~or Airport Director~~ creates a new uniform unit, job assignments within said unit shall be filled alternately by discretionary appointment by the Sheriff ~~or Airport Director~~ and by seniority bid. Officers may be removed from all new uniform units at the discretion of the Sheriff ~~or Airport Director~~.
- B. **New uniform units created by the Sheriff and previously existing units requiring alternating seniority and discretionary appointments shall maintain an equal balance (EB) of discretionary and seniority bid positions within the respective units. Accordingly, one half (1/2) of the positions within an equal balance unit shall be appointed at the Sheriff’s discretion and one half (1/2) of the positions shall be filled by seniority bid. For units at equal balance, as employees transfer from or otherwise vacate equal balance units, the Sheriff will utilize the same method by which the incumbent initially entered the unit (i.e., discretion or seniority bid) in order to fill the vacated position.**
- C. **The current list of new units includes the following:**
 - 1. **DDOT Transit Patrol Unit**
 - 2. **Municipal Support Enforcement Unit**
 - 3. **Regional Dispatch Center**
 - 4. **Wayne County Community College Patrol Unit**

The equal balance language is fair to both parties. It memorializes the concept of an alternate pick/bid process, preserves diversity and assures that each side continues to have a 50/50 split. The language that Local 502 proposed does not answer the confusion issue and may even undermine the concept of the alternate pick/bid process. For these reasons, the majority of the Panel (the Chairman and the County Delegate) opt to award the County's proposal on the equal balance concept and rejects the Union's proposal. The Union Delegate dissents.

As to the proposal concerning 14.09, transfers from Wayne County Airport Authority, the Union's Advocate at page 49 of his brief writes:

Lastly, and most important, this panel and the Airport Act 312 panel has to come to grips with the continuation of the September 26, 2003 Transfer Memorandum between the Airport Police Department and the Wayne County Sheriff's Department. As this panel will recall, the Michigan Employment Relations Commission as part of its December 20, 2004 Decision stated that this transfer memorandum of agreement was subject to multi employer bargaining and to this date, with exception of Mr. Amar attempting to bring the parties together, neither arbitration panel has taken it upon itself to try to resolve this matter.

The Union is therefore requesting that a final award as to the resolution of this dispute be put off until the Union has an opportunity to petition the MERC requesting superintendent control.

The Chairman is prepared to honor this request and will give the Advocate for Local 502 three months from the date of this Award to file any appropriate motions seeking either a joint hearing before the arbitration panels hearing the Local 502 case and the Airport 502 dispute or before MERC to determine whether this Chairman has the authority or should issue any award concerning the claimed transfer rights.

G. Article 15 – Promotions

The County seeks to add the following paragraph in Section 15.01:

Employees promoted to the classification of police sergeant shall be subject to a probationary period of 1,040 straight time hours of work in order to demonstrate an ability to perform the duties and responsibilities

of the position. Should the employee's work performance at any time during the probationary period be unsatisfactory in the new position, the employee may be returned to a vacant police officer or police corporal position.

The reason the County seeks this language is that the language is taken from Local 3317's contract which the County believes the language should also be put into the 502 contract for clarity so that 502 members who do not typically look at the 3317 contract will know that they have a probationary period when promoted to Sergeant. The Chairman believes that this is a reasonable proposal. Along with at least the County Delegate, the Chairman will adopt the County's proposal to amend 15.01 as set forth above.

The County proposes to eliminate the Detective position and promote all current Detectives to Sergeant positions. Beginning at page 235 of his post-hearing brief, in support of its position that the Detective position should be eliminated, the County's Advocate writes in part:

In an effort to better utilize all of the skills of Department members, Wayne County seeks to eliminate the Detective rank, *inter alia*, (1) it is unnecessary, (2) there are very few detective positions now, (3) many Local 502 members are trained to, skilled at and can do investigative work, (3) the existence of the rank dramatically limits the pool from which the Sheriff can draw from in appointing people to Internal Affairs, and on its hamstrings the Sheriff's ability to make certain other assignments. *Tr 30, pp. 14-15*. The Sheriff was "very strong" on this issue when contract negotiations began, and "has actually grown stronger as it relates to the elimination of this rank." *Tr 30, p. 13*. In fact, the Sheriff felt so strongly about this issue that, in an effort to get the detective rank eliminated, the Department dropped its original proposal to eliminate the Corporal rank. *Tr 30, p. 25*.

* * *

Because the WCSD no longer performs the police work in Highland Park, *there is only one area* – Hines Park – where the typical patrol officer/detective division of labor might occur. Specifically, Hines Park is the only area where the Sheriff currently has "patrol officers," who turn matters over to detectives after taking the initial report. *Tr 30, pp. 84-85*. Other WCSD units, such as Narcotics, Morality and Warrant Enforcement, handle their own investigations, do

their own surveillance, and do their own follow-up. *Tr 30, p. 86.* If, for example, a road patrol officer observed a prostitution situation, he would call the Morality unit that would handle the problem. If he saw a drug house, he would contact narcotics, *et cetera. Tr 30, p. 86.* The WCSO has no “detectives” in the morality unit or the narcotics unit. *Tr 30, p. 87.*
(Emphasis in original.)

The point is the Detective rank is no longer needed in the Sheriff’s Department. For those individuals who are Detectives who will be affected by the elimination, the Sheriff has agreed, as evidenced by the County’s proposal, to promote those persons to the rank of Sergeant.

The County’s proposal addresses this by including language in a footnote to 15.02 which reads:

The classification of Detective will be eliminated upon execution of this Collective Bargaining Agreement by the County Executive. No positions will be allocated or reclassified to, nor will any employee be promoted or demoted into, a classification of Detective. All current employees occupying the classification of Detective will be promoted to the classification of Sergeant.

The Union takes the position that elimination of the Detective classification is a permissive subject of bargaining; the County Delegate does not agree with the Union argument.

The Chairman is concerned about those currently classified as Detectives that do not desire the promotion to Sergeant. This is a non-economic issue that provides the Chairman some latitude to make changes at his discretion. In this case, the Chairman would modify the County’s proposed language as follows:

The classification of Detective will be eliminated upon execution of this Collective Bargaining Agreement by the County Executive. No positions will be allocated or reclassified to, nor will any employee be promoted or demoted into a classification of Detective. All current employees occupying the classification of Detective will have the option to either (a) be re-classified to the rank of Sergeant; or (b) perform police officer work retaining Detective pay rate; and, if not otherwise promoted, will retire with the title of detective.

This proposal represents the art of the possible -- what would be the give and take in negotiations. Eliminate the rank affecting nine persons and promoting those eight persons to the rank of Sergeant. For this reason, the Chairman, along with the County Delegate, will adopt the County's proposal, with modification, as to the elimination of Detectives, with the Union Delegate dissenting.

However, in adopting this proposal, there shall also be, as part of the Award, a Letter of Understanding. There are three former detectives who were removed which the Local maintains was contrary to the existing contract because the individuals, or at least one of the individuals, had more seniority than the remaining detectives. It is not clear whether only one individual is affected or three because apparently there have been some promotions to sergeant among the less junior officers. The issue of whether the just-referenced police officers should still be detectives is still outstanding with grievances pending. The majority of the Panel has settled the grievances by agreeing to the following Memorandum of Agreement:

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement entered into by and between Wayne County, Wayne County Sheriff and Local 502 SEIU provides for the implementation of the Act 312 Arbitration Award dealing with the elimination of the Detective classification. The parties agree as follows:

1. The nine employees on a seniority basis who are now classified as Detective who will be demoted from Detective to the classification of Police Officer shall be allowed to be reclassified to the rank of Sergeant.
2. The two laid off Detectives who do not have the seniority to bump out one of the eight employees now employed as Detective shall be red circled as to pay for as long as they remain an employee in a classification represented by Local 502 and at the time of retirement shall be allowed to have the title of Detective.
3. For those nine employees identified in paragraph 1 above and who do not want to be reclassified to the rank of Sergeant, said

employees shall be treated in the same manner as the two employees identified in paragraph 2 above.

4. The two employees identified in paragraph 2 above and the employee who is identified as the number 9 employee shall receive full retroactive pay from the date this Memorandum of Agreement, *i.e.*, the date of the Act 312 Award, goes into effect back to the date the employees were demoted.
5. Local 502 agrees to withdraw all grievances relating to the demotion of Detective and further agrees not to file any action in any court of law or administrative agency relating to said demotion.

This resolves the matter of the grievances.

In Section 15.03, the County proposes to change the system for scoring exams from a point base system to a “percentage base system.” This change is consistent with the practice of other Wayne County bargaining units. (Tr. 6, pp. 45, 50-51). Furthermore, this change is reflected in the Local 3317 contract.

The Chairman agrees with the County that there is no harm to Local 502 members with this change because senior Local 502 members will benefit by the constant 5% that they will receive for seniority, even if the number of questions and the number of points available on the examination changes from time to time. (Tr. 6, pp. 45-47). With such evidence, there is no reason not to accept the County’s proposed change as to 15.03 and it will be awarded by vote of the Chairman and County Delegate, with the Union Delegate dissenting.

In Section 15.04, the County proposes to eliminate minimum passing scores, noting that the present contract requires a 70% or better passing grade on all promotional examinations. Wayne County seeks to eliminate this language so that, instead of being tied down by an arbitrary number, it can set passing points based on industry standards and best practices. The County points out that Local 502 offered no testimony or evidence to explain why a 70% score is needed or why it benefits anyone. Arguably, Local 502 members may be helped by this

Wayne County proposal because more members might pass the examination if personnel sets the pass point below 70%.

The testimony of Carrie Skronek, Director of Employment Programs for the Department of Personnel/Human Resources testified that setting a minimum passing score is “extremely unusual”, and that no other County bargaining unit has a minimum passing score in their contract. (Tr. 6, pp. 17-18, 41, 43; Tr. 18, p. 177). Ms. Skronek explained that the reason other contracts do not contain such language is that industry standards, not an arbitrary number, should dictate how to set the passing point on a given examination. (Tr. 6, p. 18; Tr. 18, p. 177).

However, the minimum score has been in the contract for many years. Furthermore, in the Local 3317 contract, the score is an 80% passing rate. Because of this bargaining history, the Chairman and the Union Delegate adopt the *status quo*, maintaining the 70% minimum score provision, with the County Advocate dissenting.

The County also proposes to add the following new language to Section 15.04:

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

The County sums up the addition of this section with the following:

Wayne County will not devote much discussion to this proposal since it clearly benefits Local 502 and Wayne County cannot conceive of a reason why Local 502 might object to it. It certainly did not do so on the record.

The Chairman agrees with the County's above summary. The above amendment proposed to 15.04, proposed by the County, will be adopted by a majority, with the County's Delegate voting with the Chairman.

Local 502 is requesting two modifications. The first modification in their language from their brief is, "The dates for promotional examinations in the expired contract created a problem when the contract expired. There were specific dates as to when the Sergeants and Detectives examination would be administered. The Union seeks to eliminate this problem by just stating that the examination shall be given during the odd years without any other changes or modifications to the promotional process."

The Chairman agrees with Local 502 on this modification. Even the County agrees that specific dates have practical problems. Therefore, the Chairman, along with the Local 502 Delegate, will vote to award Local 502's proposal concerning the dates of promotional examinations.

The second proposal on promotions from Local 502 is that an employee be promoted to Corporal after 10 years instead of 15 years. Local 502 notes that the County has referred to the Corporal rank as a longevity payment. Local 502's Exhibit 41D, Subpart 10, did contain longevity comparisons as of 2004. It is true that some of the comparisons do receive longevity pay starting as low as five years, some beginning at 10 years. It is noted that in the Detroit Police contract, the longevity pay at the level that Local 502 is seeking does not begin until the 16th year. Nevertheless, the Chairman believes that if the Union amended its Last Best Offer to

13 years, the Chairman would vote to adopt such an offer, but would not vote for a 10 year offer because it is too dramatic a change in this economic climate.

One could argue that the Union has considered the promotion to Corporal as a non-economic item since the Union is not asking for any increase in pay. On this basis, the Chairman could select a figure and the Chairman would select 13 years. Thus, the Chairman, along with the Union Delegate, will opt for a promotion to Corporal after 13 years of continuing service, with the County Delegate dissenting.

The Chairman cannot emphasize enough that the reduction of the time by two years when an officer can reach the rank of Corporal is indeed a substantial benefit for a substantial number of officers. The affected officers will be receiving Corporal pay at least two years earlier than under the previous contract. They will be able to reach Senior Corporal pay at an earlier date. To repeat, this is a substantial benefit. It came about as a result of the give and take in the 312 process. There were some proposals that the County sought. But, in return for these proposals, the time for reaching the rank of Corporal became a substantial benefit awarded to Local 502 members.

The County proposes an amendment to Section 15.05(G). Presently, a member may waive certification of his or her right to promotions and, in doing so, the member's name would be removed from the promotion eligibility list for a period of ninety (90) days each time he or she waives certification. However, the County's proposal is to eliminate the ability to return to the list after 90 days, namely, to provide, if an employee waives a certification of his or her right to promotion, then the employee is removed from the promotional eligibility list.

The problem for the County in this proposal is that, in the Local 3317 contract, the parties have provided that the removal from the promotional list does not come about until the

employee has declined a permanent position two times. It seems that there is a problem. But with this comparable, the proposal should be a removal after two times, rather than as proposed by the County. For this reason, the Chairman, reluctantly concurred in by the County Delegate, will award an amendment to Section 15.05(G) that would provide that a member's name who waives shall be suspended from the promotional eligibility list for a period of ninety (90) days each time he or she waives of certification. If the member waives twice, then the member's name will be removed from the promotional eligibility list.

H. Article 43 – Drug Policy

The briefs of the parties explain their respective position.

From the Local 502 brief:

The only modifications to the drug policy are contained in Article 43.04, subpart D and E. Here, the Union is requesting that the laboratory facility not be changed without first giving the union notification and an opportunity to inspect the facility prior to it being used. The second modification is the elimination of Article 43.03E wherein the Union requests the elimination of the review committee. Arbitrator John Lyons, in one of the most result-oriented awards, ruled that Local 3317 waived its right to challenge a break in the chain of custody because the Union never invoked the provisions of the drug review committee. This tortured reasoning by the arbitrator flies in the face in the several arbitration awards which specifically held that a break in the chain of custody warranted a result where the urine sample could not be used. Therefore, the Union is requesting that the modifications requested be adopted by the Panel.

The County's response is very brief:

Local 502 seeks to eliminate the review committee which is designed to review the County's drug testing program. The proposal is completely new. It was first tendered with no indication it was coming and no reference to it in the cover letter, along with a group of amended proposals sent to the Chairman on June 14, 2007. The issue was never bargained or addressed in hearings. It should be deemed improperly submitted unsupported and waived.

The Chairman agrees with the Union's proposals and, therefore, will, along with the Local

502 Delegate, with the County Delegate dissenting, adopt the Union’s proposal to amend Article 43.04, Subparts D and E.

I. Article XX-1, “Utilization of Police Reserves”

The County seeks to add the following language to Article 44, the “General Provisions” section:

44.04 Reserve Officers

The Sheriff may utilize Reserve Officers at his discretion, so long as they are not utilized as a replacement of employees occupying existing and approved budgeted positions.

The Union’s concern is that reserve officers could be used to replace Local 502 employees or limit overtime possibilities. In order to oversee this concern, the Union offers the following proposal instead of adopting the County’s proposal:

.01

Whenever a member of the Police Reserve is assigned to a police function, there shall be assigned at the same time, and for equal duration, a regular member of this department on an overtime basis.

The provisions of the above paragraph shall not apply under the following circumstances:

- a. Reserves will be allowed to work four (4) hours a month with a regular officer for training. No officer will be required to work with a reserve more than four (4) hours in any one month period or until all other officers working on that day have worked with a reserve since that officer last rode with a reserved.
- b. Vacation house checks with a police vehicle designated with neighborhood watch and police reserve insignia on the vehicle.
- c. Security tape assignment which would not normally be performed by regular sworn police officers (non-Custody functions) *i.e.*, church carnivals, private fund raisers. If a special event is held that may be questionable under guidelines, management and the Union will discuss and work out an agreement.
- d. When acting as eyes and ears in an unmarked vehicle in civilian clothes and not carrying a weapon. (Reserves will not be used

for police details such as surveillance of stolen cars, B & E's or special events.)

- e. No reserves will ride alone in a marked vehicle without the reserve designation on it.
- f. Neighborhood surveys, *i.e.*, neighborhood watch, crime prevention programs.
- g. In the event of layoffs, management and the Union will meet to renegotiate this Article. If an agreement is not reached, the Employer or the Union may invoke interest arbitration to resolve the issue. During this period, the Employer will not expend the use of reserves identified in this Article.
- h. The uniforms worn by police reserves shall be of a different color and style as the Class A uniforms worn by members of the bargaining unit. Automobiles driven by the police reserves shall have either an orange or yellow overhead light and shall not have a blue or red.

.02

Arbitration Award Number 2003-029 is hereby incorporated into the collective bargaining agreement and represents the agreement of the parties as it relates to the utilization of Police Reserves. In addition to the restrictions placed upon the department, which are set forth in grievance number 2003-029, the department shall not utilize Police Reserves in any position or job function which has traditionally been performed by members of the bargaining unit. Further, Police Reserves shall not be issued a ticket book for the purpose of writing moving violations or parking violations and shall not be allowed to write warning tickets. The Police Reserves, further, may not tag an abandoned automobile for the purpose of having it towed and further, shall not have access to the police radio or in-car computer system without being directly supervised by a member of the bargaining unit or a command officer who is physically present when the reserve officer is accessing the LEIN system by way of radio communication or in-car computer.

The County makes a cogent argument that the Union proposal is highly restrictive. On the other hand, the Union is concerned about the erosion of bargaining unit work.

The fact of the matter is that since Sheriff Evans has taken office, the number of reserves has been reduced. The testimony is that the reserves are primarily being used in connection with events where police officers are not normally used, including providing security at mosques, church festivals, weekend festivals, parades, the State Fair and Wayne County Fair. (Tr. pp. 53,

79, 151, 80, 149). There has also been the use of reserves in limited capacities at fireworks, the Auto Show and major sporting events. (Tr. pp. 135, 136).

Contrary to the allegations of Local 502, the record evidence before this Panel is that reserve officers do not do regular patrol, take runs, perform plainclothes work or are issued ticket books or are used in the jails, courts, the Executive Division, the Juvenile Section, the Probate Court or Special Operations. (Tr. 15, pp. 66, 72, 178; Tr. 16, pp. 77, 168; Tr. 18, pp. 31-32, 58). In addition, Local 502 is aware of the Opinion issued by this Chairman that, where reserves have taken work that should have been assigned to Local 502 members, this Chairman has issued an award favoring Local 502 members. The record also reveals that there is no evidence that Local 502 members have lost assignments or overtime as a result of reserves. (Tr. 15, p. 72).

Erosion of bargaining unit work is a concern. If this record had established such evidence, then this Chairman, who hopefully by his previous arbitration decision is attuned to Local 502's concern, would have been concerned. But the record does not support, at this time, the claims of Local 502.

It is for these reasons, plus the fact that Local 3317 agreed to similar language, that the Chairman will opt for the County's Last Best Offer and adopt the County's proposed language.

It must be understood, however, that this contract will expire in 11 months. Local 502 will have the opportunity to monitor the activities of reserves. If there is evidence that reserves are eroding Local 502 work, then this can be addressed in future negotiations. The Department should be attune to any such claims by Local 502, as will any future arbitrator, if they come to pass. At the present time, as indicated, the record is not there.

The Chairman, along with the County Delegate, will adopt the language proposed by the County. The Local 502 Delegate dissents.

J. Article XX-2 “Automobile Safety”

The Union seeks to add an article to the Collective Bargaining Agreement requiring an ongoing maintenance program on County vehicles and that any first response automobile be removed from service after 125,000 miles.

On this point the Union’s brief notes:

Two days of hearings took place as it relates to the dilapidated and dangerous patrol cars being assigned by the Department for members of Local 502 to use in the performance of their duties. Some of the most astonishing testimony came from Deputy Chief Dickerson who testifies that the Sheriff’s Department routinely buys discarded scout cars from Dearborn and other police departments and then places them in service for members of Local 502 to use. Further, the testimony was that one of the officers assigned to Highland Park actually had his pants catch on fire when the catalytic converter ignited part of the floor covering, which fell through the rest of the holes of the interior part of the scout car he was using. The Union is requesting that there be an ongoing maintenance program and that first response automobiles be taken out of service after 125,000 miles.

A majority of the Panel, with the Union Delegate dissenting, will reject the inclusion of this new provision. If left to their own resources, the parties would not, in the Chairman’s opinion, have adopted this new provision in order to reach an agreement. Furthermore, Local 3317 did not bargain for or adopt a provision such as this.

K. Article XX-4 “Parking Accommodation and Allowance”

The Union seeks to add an article to the Collective Bargaining Agreement requiring the County to provide a \$50 per month parking allowance.

From the Union’s brief:

The last issue brought before the Panel by Local 502 is to treat all members the same as it relates to parking. When the County built Jail Division III in Hamtramck, it made arrangements for necessary parking

for all staff assigned to Jail Division III. Employees working in downtown Detroit are faced with their limited parking resources and must pay for parking out of their own pocket, using after-tax dollars. \$75.00 a month is not an unusual cost for parking in downtown Detroit. Keeping in mind that there are over 500 employees assigned to the three court buildings, two jail divisions and other facilities that do not provide parking in the downtown area, the Union is requesting that the County be required to provide parking or \$50.00 per month to offset the cost of providing parking.

There is no showing on this record that the County gives a stipend for parking to members of other bargaining units. In some cases, where possible, the County may provide parking facilities. But with the lack of a record supporting this claim, a majority of the Panel, with the Union Delegate dissenting, will reject the inclusion of this new provision. In weighing the totality of the circumstances, the financial and economic realities do not provide for this additional expense to the County.

L. Duration of Agreement

The parties are in agreement as to the duration of the Agreement. Therefore, a unanimous Panel will enter the following Award:

ARTICLE 45 – DURATION OF AGREEMENT

45.01

This Agreement shall be effective December 1, 2004 and shall remain in full force and effect through September 30, 2008.

45.02

This Agreement shall continue in effect for consecutive yearly periods after September 30, 2008 unless notice is given, in writing, by either the Union or the Employer to the other party at least sixty (60) days prior to September 30, 2008, or any anniversary date thereafter, of its desire to modify, amend or terminate this Agreement.

45.03

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

The Local 3317 Act 312 Award

As has been referenced throughout this Opinion, this Panel issued an Opinion and Award, authored by this Chairman, on May 2, 2007 as to Local 3317. In that Award, the following was provided:

47.04

Subsequent to the effective date of this Agreement, and during the period it remains in effect under section 47.01 above, should another County-associated bargaining unit negotiate a new collective bargaining agreement for the 2004 contract period that contains an aggregate level of retirement, health care, and base wage benefits that exceeds that which is contained in this Agreement, AFSCME Local 3317 will be granted the greater level of benefits effective the same date as the effective date of the greater level of benefits.

The Chairman hereby announces that, in this Opinion and Award dealing with Local 502, there is no language and no provision that would trigger any economic improvement over that awarded Local 3317. In other words, there is no basis as a result of this Local 502 Opinion and Award to invoke the above clause from Local 3317.

Final Comments

The future for labor relations between the Sheriff and Local 502 looks most favorable as there is dialogue proceeding between the Sheriff and Local 502. This dialogue, hopefully, will help resolve many issues in the future.

The Award that follows represents either the Last Best Offers of the respective parties, as adopted by as majority of the Panel, or awards fashioned by the Chairman as discussed in this Opinion by the Chairman. These Awards will be incorporated into the collective bargaining agreement between the County of Wayne and Local 502, SEIU. The shaded areas of the Award represents new contract language. The unshaded language represents language continued from the

2000-2004 contract. The strike-outs represent language not carried over from the 2000-2004 contract.

In the event there is a discrepancy between statements in the Opinion and the Award, the language and statements in the Opinion will control and will be the Awards. The Awards of a majority of the Panel in each case follows.

A W A R D S

As indicated in the above text, after the discussion of each issue, the majority of the Panel adopted certain proposals. After each issue, the members of the Panel who voted for the proposal are indicated, as well as the dissenter. What now follows are the Awards in each category, supported by a majority of the Panel.

1. The majority of the Panel adopts the Last Best Offer of Local 502 as to Article 17.01.A and 17.02.A, "Overtime," and the County's Last Best Offer as to the remaining provisions of Article 17 as follows:

ARTICLE 17 -- OVERTIME

17.01

A. Time and one-half (150%) of the regular hourly rate shall be paid to all employees effective with the first pay period in January 2008 as follows:

1. For all hours of work performed in excess of eight (8) hours in any one (1) day.

2. For all hours of work performed on the sixth (6th) day of the employee's workweek provided the employee **receives forty (40) hours paid time (vacation, sick, holiday, PBL and bereavement days shall be included as hours worked)** ~~actually works the regular forty (40) hours of straight time in the workweek. If not, hours worked on the sixth day will be compensated at straight time until the 40-hour requirement is met. For purposes of this paragraph, paid time off shall not constitute hours worked. Effective October 1, 2001, the use of either personal business leave as provided under Article 22 or~~

~~bereavement leave as provided under Article 23 will constitute hours worked.~~

17.02

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

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

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

17.03

A. An employee's assigned work hours shall not be changed once the 28-day schedule has been posted, except by mutual agreement between the officer and the Division Commander, or in the event of a stated or unanticipated departmental emergency situation or upon a ten (10) day notice to the officer and the union by his or her Divisional Commander.

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

C. An employee claiming overtime pay under two (2) or more provisions of this Agreement shall receive only the greater of these benefits.

17.04

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

considered for voluntary overtime assignments during the following 28-day period. Officers will not be allowed to submit their name for overtime once the ten (10) day limit has expired, irrespective of reason(s).

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

B. Prior to the start of each new 28-day schedule, the Divisional Chief Steward will supply the Division Commander, or a designated representative, with the overtime roster for each shift and specialty job assignment.

C. For the purpose of proper overtime management, there shall be assignments that will be considered as separate and shall work overtime assignments exclusively within themselves. When specialty services are not required they shall be assigned in the normal rotation of their respective Divisional or assignment roster. These specialty assignments are so indicated by an asterisk (*). A double asterisk (**) indicates a position which requires one (1) experienced officer assigned.

WAYNE COUNTY AIRPORT POLICE

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

JAIL DIVISION 1

Security Service **Master Control
*Inmate Property/Bonds

JAIL DIVISION 2

Security Service

JAIL DIVISION 3

**Master Control Security Service

COURT SERVICES DIVISION

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

FIELD SERVICES DIVISION

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

EXECUTIVE DIVISION

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

D. The term “shift” referred to in this article will be determined by its starting time.

1. Days shall be any shift that starts between 5:00 a.m. and 12:59 p.m..
2. Afternoons shall be any shift that starts between 1:00 p.m. and 8:59 p.m.
3. Midnights shall be any shift that starts between 9:00 p.m. and 4:59 a.m.

E. In the event an overtime assignment is required to staff a shift and this assignment is for more than four (4) hours, the following procedure shall be followed:

1. The Shift Commander will fill the overtime assignment as soon as the need for said assignment is known.
2. With each new twenty-eight (28) day schedule, the Shift Commander will contact and offer the voluntary overtime assignment beginning with the most senior officer on leave from the shift where the overtime will be worked. Thereafter, the offer of overtime will rotate equitably among all officers on leave day for that twenty-eight (28) day schedule.
3. The Shift Commander will note time and date each officer is contacted on the overtime roster.
4. Two (2) attempts (in a ten (10) minute period) will constitute a reasonable attempt to contact and offer an overtime assignment under this section, and upon doing so the Shift Commander may then move on to the next eligible officer.

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

1. With each new twenty-eight (28) day schedule, the Shift commander will offer the voluntary overtime assignment beginning with the most senior officer working the preceding shift. Thereafter, the offer of overtime will rotate equitably among all officers on the preceding shift for that twenty-eight (28) day schedule.
2. The Shift commander will note time and date each officer is contacted on the overtime roster.

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

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

17.05

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

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

17.06

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

17.07

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

B. Officers who are not offered the next available overtime in accordance with Section 17.07(A) above shall be paid the appropriate rate of pay for the missed overtime.

2. A majority of the Panel adopts the Last Best Offer of the County on Article 1, “Recognition,” as follows:

ARTICLE 1 – RECOGNITION

1.01

Pursuant to and in accordance with the applicable provisions of the Public Employment Relations Act of the State of Michigan, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining over wages, hours and working conditions for all full-time Police Officers and Corporals permanently employed by the County of Wayne the following employees of Wayne County: All employees performing non-supervisory law enforcement work, including, but not limited to, Police Officer, Corporal, and Detective.

1.02

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

1.03

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

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

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

1.04

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

1.05

Notwithstanding Article 1.02 of this Agreement, the Sheriff shall have the right to utilize the services of temporary police officers to fill absences or vacancies created by a leave of any kind for any work assignments located in the Jail Division. All individuals selected for a temporary police officer assignment must have either retired in good standing from the Wayne County Sheriff Department law enforcement classification or a police department or been selected from an applicable eligible list. But

first preference for selection shall be a retired former Wayne County Sheriff Department law enforcement employee when available.

Temporary police officers shall be entitled to statutory benefits provided by law and included in the bargaining unit covered by this Agreement for the sole purpose of paying union dues on a pro-rated basis. However, temporary police officers are “at-will” and shall in no way, at any time, gain regular status or attain any rights or privileges enjoyed by regular status employees represented by the bargaining unit. Additionally, temporary police officers shall not have access to the grievance arbitration procedure contained in either Article 8 or Article 9 of this Agreement.

3. A majority of the Panel adopts the Last Best Offer of the County on Article 19, “Holidays,” as follows:

ARTICLE 19 – HOLIDAYS

19.01

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

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

*Denotes Major Holidays

Effective beginning December 1, 1999, all employees of record with at least one (1) year of service will receive a day off for their birthday, subject to prior approval of management. All other employees, including those hired, re-employed, re-instated or rehired, must complete one (1) year of service before they are eligible. Under normal circumstances, if an employee's birthday falls on the employee's sixth (6th) workday, the employee will receive the preceding day off. If the employee's birthday falls on the employee's seventh (7th) workday, the employee shall receive the following day off. If management determines that an employee cannot take his or her birthday off, the employee shall be granted

equivalent time off prior to his or her next birthday on a date mutually agreeable to the employee and management.

19.02

- A. ~~Subject to Section 16.01(D), E~~ Employees required to work on major holidays shall be paid 250% for the first eight (8) hours of work or any portion thereof and 300% for all hours worked in excess of eight (8) hours. Holiday premium pay as provided by this Section shall be paid for work on the day designated by the calendar as the holiday for seven (7) day operations.
- B. ~~Subject to Section 16.01(D), E~~ Employees to work minor holidays shall be paid 200% for the first eight (8) hours of work or any portion thereof and shall receive the regular overtime rate as provided in Article 17 for all hours in excess of eight (8) hours. Premium pay for hours worked on such holidays shall be computed for payroll purposes on the days designated by the County for such holidays.
- C. Whenever one of the Holidays enumerated in Section 19.01 falls on a Saturday, the preceding Friday shall be designated as the official holiday, and whenever one of the Holidays falls on a Sunday, the following Monday shall be designated as the official holiday for employees assigned to five (5) day operations. Should two (2) consecutive holidays occur on a Friday and Saturday, or on a Sunday and Monday, Friday and Monday, respectively, shall be designated as the official Holidays for employees assigned to five (5) day operations.
- D. If a holiday falls on an employee's regularly scheduled leave day, the employee will be compensated an additional four (4) hours of straight time at his or her regular rate of pay.
- E. In order to receive time off with pay for a holiday or the premium rate for working a holiday, an employee must work the entire regularly scheduled shift on both the days before and after the holiday or have been granted the days off in advance.

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

19.03

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

19.04

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

19.05

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

19.06

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

19.07

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

4. A majority of the Panel adopts the Last Best Offer of the County on Article 20, “annual Leave,” as follows:

ARTICLE 20 – ANNUAL LEAVE

20.01

~~A.~~ All full-time employees shall be entitled to annual leave with pay computed at straight time rates based on the following schedules of County service, provided, however, each ~~calendar month pay period~~ in which annual leave is earned shall contain at least ~~one hundred and forty-four (144) hours~~ **sixty-six (66) hours** of straight-time paid service.

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

- ~~A. 1 through 5 years of service..... 8 hours per month~~
~~B. 6 through 10 years of service..... 10 hours per month~~

- C. ~~11 through 15 years of service..... 12 hours per month~~
- D. ~~16 through 20 years of service..... 14 hours per month~~
- E. ~~21 and over, years of service 16 hours per month~~

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

20.02

- A. An employee shall not be entitled to use annual leave until one (1) year after their date of hire, except in case of injury incurred in the line of duty or under emergency situations.
- B. Annual leave in accordance with Section 20.04 (A) of this Article shall be taken upon a five (5) day work week basis. Holidays falling within the period of an annual leave shall not be counted as work days or leave days.
- C. Annual leave of less than five (5) days which have not been requested according to the seniority provisions of this Article, may be granted upon approval of the employee's Divisional Commander.

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

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

20.03

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

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

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

option shall be made by the employee during the thirty (30) days before January 15th.

20.04

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

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

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

20.05

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

20.06

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

5. A majority of the Panel adopts the Last Best Offer of the County on Article 21, "Sick Leave," as follows:

ARTICLE 21 – SICK LEAVE

21.01

All full time employees in the Bargaining Unit shall be entitled to earn sick leave credit of four (4) hours, with full pay of one 8-hour work day (computed at straight time) for each pay period in which the employee has at least sixty-six (66) hours of straight time paid service, completed month of service. However, no sick leave credit shall be granted in any calendar month in which the employee has had less than one hundred forty four (144) hours of straight time paid service.

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

- A. An employee may, after six (6) months of employment, use his or her accumulated sick leave.
- B. (APPLICABLE TO OFFICERS HIRED ON OR AFTER OCTOBER 1ST 1983)

On October 1st annually, the Employer will audit each employee's sick leave bank and shall pay the employee for all sick time in excess of forty (40) days accumulation as follows:

- 1. Annual sick leave accumulation in excess of forty (40) days by six (6) or more 10, 11 or 12 days shall be paid at the rate of 100%.
- 2. ~~Annual sick leave accumulation in excess of forty (40) days by 7, 8 or 9 days shall be paid at the rate of 75%.~~
- 3. Annual sick leave accumulation in excess of forty (40) days by ~~6 or~~ less than six (6) days shall be paid at the rate of 50%.

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

At the employee's option, payment for the above may be taken in the form of deferred compensation. The decision and notification to the Employer with respect to this option shall be made by the employee during the thirty (30) days before December 1st.

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

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

An employee shall only:

1. Accumulate without limit, all earned sick leave, and not be eligible for the long-term disability plan, if the employee has already chosen to do so under prior contracts between the union and the Employer; or
2. If the employee has already chosen under prior contracts to be covered by the income protection plan detailed in Article 32 entitled Long Term Disability Income Benefit Plan, he or she shall be subject to the provisions of Section 21.01 (B) above.

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

- D. An employee who uses three (3) or less sick leave days per year shall be credited with twenty-four (24) hours of annual leave on April 1st of each year.
- E. If an employee's personal doctor orders him or her to take a sick leave, the employee shall be given a sick leave with the understanding that the employee shall utilize accumulated sick leave during such period.
- F. An employee who is on extended sick leave of thirty (30) days or more, shall not be returned to work until approved by the employee's personal doctor, and approved by the County physician; provided the employee shall give four (4) working days prior written notice of the intention to return to work with a copy of the employee's physician approval, and that the County physical examination must be held within four (4) days or the employee, at the option of the Sheriff ~~or Airport Director~~, shall either be returned to work or placed on the payroll without assignment pending the examination by the County physician.

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

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

21.02

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

21.03

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

21.04

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

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

6. A majority of the Panel adopts the Last Best offer of the County on Article 22, “Personal Business Leave,” as follows:

ARTICLE 22 – PERSONAL BUSINESS LEAVE

22.01

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

22.02

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

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

7. A majority of the Panel adopts the changes made to Article 30, “Uniform, Clothing and Equipment Allowance,” as detailed in this Opinion, as follows:

ARTICLE 30 – UNIFORM, CLOTHING AND EQUIPMENT ALLOWANCE

30.01

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

30.02

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

- 1 Garrison Hat and Rain Cover
- 1 Winter Fur Cap
- 5 Uniform Trousers
- 5 Long Sleeve Shifts
- 5 Short Sleeve Shirts
- 1 Badge
- 1 Cap Shield
- 1 Collar Brass (set)
- 1 All Season Jacket
- 1 Raincoat
- 3 Ties
- 1 Black Basketweave Leather (complete set)
- 1 Pair Black Military shoes
- 1 Pair Black Gloves
- 1 Police Type Tie Clasp
- 1 Name Plate
- 1 Whistle w/Chain
- 1 Belt
- 1 Set Handcuffs
- 1 .357 Revolver (or Department approved handgun)
- 1 Pepper Gas and Holder (Optional)

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

- 5 Fatigue Pants
- 5 Fatigue Shirts
- 1 Fatigue Hat
- 1 Pair Black Military Shorts
- 1 Set Handcuffs
- 1 All Season Jacket
- 1 Pair Gloves
- 1 Belt

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

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

30.03

- A. Upon entry into the Department, each employee shall be furnished all other uniform items in accordance with specifications and standards as determined by the Sheriff to be required in the performance of the job functions.
- B. If an employee requests a transfer to a different position in accordance with the provisions of this Agreement, the transfer shall not be delayed or denied due to the non-availability of uniform and equipment as determined by the Sheriff to be required in the performance of the job function unless the lack of equipment would be life-threatening.

The Sheriff shall maintain a sufficient inventory for employees in their respective divisions to properly uniform and equip an employee promoted or transferred, and shall have available for issue all necessary items and equipment required in riot duty, or other emergency situations, in which the employee maybe directed to participate.

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

30.04

An employee, upon retirement, shall return to Police Property the following items: riot Helmet, complete set of Leather, Badge, Cap Shield, Handcuffs, Service Revolver, and all other technical equipment supplied by the department. Other items of issue need not be returned,

but the employee may be required to present them upon demand prior to final clearance.

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

30.05

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

30.06

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

30.07

- A. ~~Effective December 1, 2005~~, an annual uniform allowance in the amount of ~~six eight~~ hundred dollars (~~\$600.00~~ \$800.00) for Academy trained Police Officers and three hundred dollars (\$300.00) for non-Academy trained Police Officers shall be allocated for each employee required to wear uniforms on or before March 1st, and annually thereafter, for the purpose of uniform replacements and their maintenance in accordance with the specifications, standards, and regulations established by the Sheriff. ~~Effective March 1, 2002, the annual uniform allowance for Academy trained Police Officers will be seven hundred dollars (\$700.00).~~
- B. New employees shall receive a pro-rated uniform allowance if they have completed six (6) or more months of employment on March 1st of their first year of employment, i.e., completion of less than six (6) months = no payment; completion of six (6) months = 6/12 of \$300.00.
- C. An annual clothing allowance in the amount of ~~four~~ five hundred dollars (~~\$400.00~~ \$500.00) shall be paid to each Academy trained Police Officer not required to wear uniforms on or before March 1st, and annually thereafter, for the purpose of offsetting the cost of maintaining his or her clothing in accordance with the standards established by the Sheriff.

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

30.08

The monies allocated for each member in Section 30.07(A) above shall be paid in the amount of ~~three~~ **four** hundred fifty (~~\$350.00~~ **\$450.00**) dollars for each Academy trained Police Officer and three hundred dollars (\$300.00) for each non-Academy trained Police Officer on or before March 1st, and annually thereafter, for the purpose of maintaining the member's uniform clothing. The employer shall also allocate the additional ~~three~~ **two** hundred fifty dollars (~~\$250.00~~ **\$350.00**) for Academy trained Police Officers as a uniform replacement fund to replace uniform equipment as listed in Section 30.02(A) above. Uniform replacements shall be purchased from uniform suppliers as approved by a committee consisting of one (1) union representative, one (1) representative of the Department, and one (1) representative of the Employer, by voucher, as furnished by the employee and approved by the Department. ~~Effective March 1, 2002, the uniform voucher for Academy trained Police Officers will be three hundred fifty dollars (\$350.00).~~

30.09

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

30.10

In addition to the allowance paid under the provisions set forth in Section 30.07 above, an additional allowance of ~~three~~ **four** hundred fifty dollars (~~\$350.00~~ **\$450.00**) in cash for all Academy trained Police Officers shall be paid on or before October 1st annually for the purpose of uniform maintenance in accordance with the specifications, standards, and regulations established by the Sheriff ~~or Airport Director~~. ~~Effective October 1, 2001, the cash uniform allowance for Academy trained Police Officers will be four hundred fifty dollars (\$450.00).~~

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

30.11

- A. All full-time members of the Bargaining Unit who are Academy trained shall, upon qualifying during the department qualification period with their duty weapon, be paid a qualifying allowance for ~~four~~ **five** hundred dollars (~~\$400.00~~ **\$500.00**) on or before May 1st annually. Employees who qualify as Expert shall be paid ~~four hundred fifty dollars (\$450.00)~~ **five hundred fifty** dollars (**\$550.00**), and employees who qualify as Master shall be paid ~~six hundred dollars (\$600.00)~~ **five hundred** dollars (**\$500.00**).

- B. Employees who are unable to qualify after at least ten (10) attempts during the annual qualification period shall be paid an allowance of two hundred dollars (\$200.00) on or before May 1st following the end of the qualification period.
- C. Employees who retire within the qualifying period who have qualified shall be paid a pro-rated amount at the time of separation based upon the length of active duty within the qualification period.

30.12

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

- 8. A majority of the Panel adopts the Last Best Offer of the County on Article 31, "Insurance Programs," as follows:

ARTICLE 31 – INSURANCE PROGRAMS

31.01

Except where it is in conflict with the express terms of this agreement the *Wayne County Health and Welfare Benefit Plan* ("~~the Plan~~") effective ~~December 1, 1990~~ is hereby incorporated by reference. ~~This benefit summary is not intended to replace or supersede the Collective Bargaining Agreement and/or past practices thereunder.~~

31.02

MEDICAL INSURANCE

DELETE THE EXISTING LANGUAGE UNDER ARTICLE 31.02 (PARAGRAPHS A THROUGH L) AND REPLACE WITH THE FOLLOWING:

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

C. Active employees will be required to contribute toward the cost of healthcare as an hourly rate effective with the first pay period following the close of the next open enrollment:

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

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

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

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

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

Retirees enrolling in either the PPO or the HMO plan option shall contribute ten percent (10%) of the standard average monthly medical plan rate in addition to ten percent (10%) of

the average monthly prescription drug plan rate. Retirees electing to enroll in the Traditional plan option shall contribute an amount equal to retirees enrolled in the PPO or HMO plan option plus the monthly rate difference between the standard average monthly medical plan rate and the average monthly Traditional plan rate.

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

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

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

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

- F. All new employees, rehired employees, reemployed and reinstated employees are required to participate in the plan of the County's choice for at least one year. Participation will begin the first of the month following the effective date of active service and will continue without election until completion of one year in the mandatory plan. This subsection (31.02(F)) will not apply to terminated employees reinstated through arbitration who were enrolled in an available plan prior to termination.

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

31.03 HEALTH CARE BENEFIT OPT-OUT PROGRAM

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

31.04 COORDINATION OF BENEFITS

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

31.05 TRANSITIONAL LIGHT DUTY PROGRAM

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

31.06 OPTICAL PROGRAM

~~A.~~ The Employer shall continue to provide active employees with a self-insured optical reimbursement program with a one hundred twenty-five dollar (\$125.00) maximum benefit level for each family member covered under an available health care plan contained in this Agreement at the Employer's expense to active employees and their qualified dependents. The one hundred twenty-five dollar (\$125.00) benefit level will be restored every two (2) years on ~~December~~ October 1 of each odd numbered year. ~~This section shall not apply to employees participating in approved HMO Plans having optical benefits.~~ Benefits shall be limited to prescription lenses, prescription contact lenses, eye glass frames, vision examinations by licensed optometrists, opticians and ophthalmologists. Eligible employees and their dependents may obtain optical services from any licensed optometrist, optician, or ophthalmologist during the two (2) year period and receive the one hundred twenty-five dollar (\$125.00) reimbursement allowed by the Employer.

~~B. Under the Plan, the following steps are required:~~

- ~~1. Contact the Department's of Personnel Division to obtain a Certificate of Reimbursement.~~

2. ~~After the services are provided, present the Certificate to the specialist to fill out the cost for the services performed.~~
3. Obtain a receipt listing the charge for the services performed and payment made.
4. ~~Return the completed Certificate with the paid receipt to the Risk Management Division or Department Personnel Division.~~

31.05 .07 **DENTAL INSURANCE**

DELETE THE EXISTING LANGUAGE UNDER ARTICLE 31.05 AND REPLACE WITH THE FOLLOWING:

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

31.08 **COST CONTAINMENT PROGRAMS**

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

31.04 .09 **LIFE INSURANCE**

- A. The Employer shall pay the full premium cost of twenty-five thousand dollars (\$25,000.00) for life insurance for each employee.
- B. The Employer shall continue to provide supplemental life insurance to the members at a rate not greater than 36 cents per thousand per month for group term life insurance or payroll deduction for permanent group life insurance.

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

- C. The Employer shall pay the full premium for \$50,000.00 life and dismemberment insurance for employees assigned to the

SRU/SRT and the Bomb Squad Detail (who actually handle potentially explosive devices), but only while these special detail employees are performing official duties of their special details. Effective October 1, 2001, Marine Safety Patrol Officers with diver's certificate (those employees who actually perform dive team assignments).will also be eligible for the \$50,000.00 life and dismemberment insurance while performing official duties of their special work detail.

- D. Any employee who is killed in the line of duty shall have his or her County provided life insurance doubled, except that the Supplemental Life Insurance provided in Section 31.06 (B) and (C) will not be doubled.

31.07~~10~~ PRE-PAID LEGAL PLAN

Effective February 1, 2008, the County shall contribute ~~three~~ **eight** dollars (~~\$3.00~~ **\$8.00**) monthly per employee to the pre-paid legal plan as provided by the Union for its members. Said contribution shall be payable by the 15th of each month. ~~Effective October 1, 2001, the County will contribute four dollars (\$4.00) monthly per employee to the pre-paid legal plan.~~

31.08~~11~~ JOINT HEALTH CARE BENEFITS COMMITTEE

- A. A Joint Health Care Benefits Committee made up of two members from the Employer, and two members from the Union will review cost containment programs to cover active employees during the term of the CBA. The Committee shall meet at least bi-annually to review the health care benefits and determine less costly alternatives. Cost containment programs shall not diminish the level of benefits provided in this Article.
- B. The Committee shall conduct a study of activities which have the potential of limiting health care costs, without shifting costs to employees or otherwise reducing levels of benefits or quality of care. The study shall develop recommendations for measures to hold insurance carriers, administrators and hospitals, and physicians more accountable for controlling health care costs.
- C. In determining different alternatives to health care benefits the Committee will review the benefits structure, utilization analysis and the provider network.
- D. The Committee shall have access to representatives of all health plan carriers providing plans to employees. The Committee shall receive copies of reports on the health plans (including cost and utilization information) and may request additional reports or redesigned reports mutually agreed upon by the parties.

- E. Areas of Committee study may include but are not limited to: administration, managed care, utilization control, medical service, provider fees, preventive care, and wellness programs.
- F. The Committee may also recommend additional measures or alternatives consistent with the goals set forth above, and if mutually agreed upon by the parties new programs may be implemented.

9. A majority of the Panel adopts the Last Best Offer of the County on Article 37, "Retirement," as follows:

ARTICLE 37 – RETIREMENT

37.01 General Provisions

- A. The detailed provisions of the Wayne County Employee's Retirement System shall control except where changed or amended below.
- B. Each employee shall participate in ~~one of the Defined Benefit Plans, the Defined Contribution Plan or the Hybrid Retirement Plan. While the method of providing for retirement savings is optional,~~ a retirement savings plan is ~~mandatory~~ offered by the County.
- C. Employees participating in a retirement plan offered by the County hired prior to the date of execution of this Agreement by the County Executive must meet all age and service requirements to be eligible for post retirement insurance and health care benefits pursuant to the *Wayne County Health and Welfare Benefit Plan*, effective December 1, 1990. 2006.
- D. All ~~new~~ employees hired on or after December 1, 1990, and prior to October 1, 2001, shall be eligible for participation in either Defined Benefit Plan #2 or Defined Contribution Plan #4.
- E. The Hybrid Retirement Plan shall be mandatory for all new employees hired and former employees re-employed, re-instated or rehired on or after October 1. 2001.
- F. Unless otherwise specified, ~~R~~ regardless of the Retirement Plan, all employees hired, re-employed, re-instated and rehired on or after December 1, 1990, shall not be eligible for insurance and health care benefits upon retirement unless they retire with thirty (30) or more years of service.
- G. Regardless of the Retirement Plan, all employees hired, rehired,

re-employed and reinstated on or after the date of execution of this Agreement by the County Executive will not receive nor be eligible for Employer-sponsored insurance and health care benefits upon retirement. However, these employees will be eligible to participate in an Employee Health Care Benefit Trust in accordance with 37.11(A) and the terms and conditions outlined in the *Wayne County Health and Welfare Benefit Plan*. Employees participating in the Employee Health Care Benefit Trust who retire from County employment may elect to purchase post-retirement health care insurance from the County at full rate cost, or purchase such insurance from a provider other than that provided by the County. This subsection (37.01(G)) will not apply to terminated employees reinstated through arbitration who were otherwise eligible for post-retirement health care prior to termination.

- ~~G.~~ **H.** All employees retiring after December 1, 1997, who are eligible for medical benefits under the current system, shall be allowed to select a medical benefit plan among other available plans offered during open enrollment.
- ~~H.~~ **I.** Employees who terminate their employment prior to regular retirement and who subsequently exercise their vested retirement right will not be entitled to any health or insurance benefits.
- ~~I.~~ **J.** One (1) year of service equals 2080 straight time hours. No more than one (1) year of service credit may be earned in any one (1) calendar year.
- K.** Unless otherwise specified, the terms and conditions of each Retirement Plan as indicated in the following provisions are effective beginning the date of execution of this Agreement by the County Executive for members of the bargaining unit retiring after that date.
- L.** Effective the date of execution of this Agreement by the County Executive, and for no more than one hundred and eighty (180) calendar days thereafter, employees in Retirement Plans 1, 2, 3 & 5 may purchase up to two (2) years of credited service toward retirement eligibility at total actuarial cost.
- M.** Changes made to the benefit provisions of this Article as a result of the 2007 Act 312 award will apply only to employees of record in the bargaining unit as of the date of the award.

37.02 Defined Benefit Plan #1

- A.** Applicable to full-time members of Local 502 employed by the County of Wayne PRIOR to October 1, 1983.

- B. The Employer shall pay the employee's cost for the increase in retirement benefits in accordance with the July 31, 1972, Act 312 Award.
- C. Normal retirement shall mean twenty-five (25) years of credited service without any age requirement.
- D. An employee's contribution to the Retirement System shall be 3.67% of the first \$13,500 of annual compensation, and 5.67% of annual compensation in excess of the \$13,500, to be deducted from the bi-weekly payroll. Effective December 1, 1995, employee contributions shall increase from 3.67% to 4.25% of the first \$13,500 of annual compensation and from 5.67% to 6.25% of annual compensation in excess of \$13,500. Effective October 1, 2001, employee contributions to the retirement system shall be five percent (5%) of all W-2 compensation.
- E. The Employer shall contribute to the Retirement System an amount equal to two percent (2%) of each employee's annual compensation up to a maximum of \$13,500, and in addition thereto, the amounts required to actuarially fund the Retirement System.
- F. Average final compensation shall be equal to the average of the five (5) highest years of compensation while a member of the retirement system. Effective October 1, 2001, average final compensation shall be equal to the average of the four (4) highest years of compensation while a member of the Retirement System. The standard method used by the Retirement System in calculating the employee's highest years of service shall continue to be utilized.
- G. The amount of retirement compensation shall equal two percent (2%) of average final compensation for all years of credited service. Effective December 1, 1995, employees eligible for normal retirement may retire with a pension benefit formula of 2.5% of average final compensation for all years of credited service. Effective December 1, 1995, employees retiring for any reason with less than 25 years of service shall receive a pension benefit based on a formula of 2% of final average compensation for all years of credited service. Effective October 1, 2001, employees retiring under Defined Benefit Plan #1 with a regular service (normal) retirement (i.e., twenty-five [25] or more years of service), may retire with a pension benefit formula of 2.65% of average final compensation multiplied by all years of credited service.
- H. Effective December 1, 1995, the maximum retirement benefit shall not exceed 75% of average final compensation regardless of the formula used and regardless of the source of funding.

This provision shall not apply to those employees with 30 or more years of credited service on or before November 30, 1995.

- I. If an employee receives social security disability benefits after he or she is in receipt of a disability pension or a normal pension, said social security disability benefits shall not cause the employee's pension to be reduced as is now the current practice.

J. **Transfer Options**

~~A member of the Defined Benefit Plan #1 may exercise one of the following options:~~

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

4. In accord with Article 37.06~~(D)~~ (A)(2), employees in Defined Benefit Plan #1 may transfer to the Hybrid Retirement Plan.

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

37.03 **Defined Benefit Plan #2**

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

Effective October 1, 2001, normal retirement shall also mean thirty (30) years of credited service without an age requirement. An employee retiring with thirty (30) years of service will receive medical benefits as otherwise provided under the terms of this Agreement. An employee may apply for pension service credit for up to three (3) years of military service to meet the thirty (30) year service requirement. However, this military service credit will not be used to compute the retirement benefit.

B. The amount of retirement compensation shall equal one percent (1%) per year times average final compensation for the first twenty (20) years, and one and one quarter percent (1.25%) per year times average final compensation for all years of service over twenty (20) years.

C. Average final compensation shall be equal to the average of the five (5) highest years of compensation while a member of the retirement system. Compensation does not include payouts of excess sick or annual leave.

D. Vesting shall occur after eight (8) years to equal the accrued service retirement benefit, and payable only upon meeting eligibility for service retirement.

E. Effective October 1, 2001, eligible employees shall receive a duty disability retirement benefit, which shall equal seventy-five percent (75%) of the employee's average final compensation.

F. Non-duty disability retirement shall occur after vesting; however, the Employer reserves the right to limit payments from the retirement system through the use of proceeds from the Employer's long-term disability policy.

G. If an employee receives social security disability benefits after he or she is in receipt of a disability pension or a normal pension, said social security disability benefits shall not cause the employee's pension to be reduced as is now the current practice.

H. There is no employee contribution.

~~I. Upon becoming vested, an employee may elect to freeze vested benefits in Defined Benefit Plan #2 and opt for the Defined Contribution Plan #5.~~

J.I. In accord with Article 37.06(D) (A)(2), employees in Defined Benefit Plan #2 may transfer to the Hybrid Retirement Plan

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

37.04 **Defined Benefit Plan #3**

A. Applicable to full-time members of Local 502 employed by the County of Wayne from October 1, 1983 to March 30, 1986.

B. Normal retirement shall be twenty-five (25) years of credited service at age 55, twenty (20) years of credited service at age 60, or five (5) years of credited service at age 65.

Effective October 1, 2001, normal retirement shall also mean thirty (30) years of credited service without an age requirement. An employee retiring with thirty (30) years of service will receive medical benefits as otherwise provided under the terms of this Agreement. An employee may apply for pension service credit for up to three (3) years of military service to meet the thirty (30) year service requirement. However, this military service credit will not be used to compute the retirement benefit.

An employee hired prior to the date of execution of this Agreement by the County Executive who retires with twenty-five (25) years of credited service shall receive all medical benefits as otherwise provided under the terms of this Agreement.

~~C. The amount of retirement compensation shall equal one and one half percent (1.5%) per year times average final compensation for the first twenty (20) years, two percent (2%) per year times average final compensation for the next five (5) years of service, and two and one half percent (2.5%) per year times average final compensation times service over twenty five (25) years.~~

Effective upon the date of execution of this Agreement by the County Executive, the amount of normal retirement compensation shall be equal to the sum of two percent (2.00%) of average final compensation multiplied by credited service for the first twenty (20) years; two and one-half percent (2.50%) of average final compensation multiplied by credited service for the next five (5) years; and three percent (3.00%) of average final compensation multiplied by credited service for years over twenty five (25).

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

~~Compensation does not include payouts of excess sick or annual leave.~~
Effective the date of execution of this Agreement by the County Executive, Average Final Compensation will also include final payouts of excess sick and annual leave made pursuant to Articles 21.03 and 20.05, overtime, and accumulated holiday reserve time. In addition, the member contribution rate will include payouts of excess sick and annual leave made pursuant to Articles 21.03 and 20.05, overtime, and any payment of accumulated holiday reserve time.

- E. Vesting shall occur after eight (8) years to equal the accrued service retirement benefit, and payable only upon meeting eligibility for service retirement.
- F. There is no retirement benefit for duty or non-duty disability. The employee shall be covered by the Employer's long term disability policy. Effective October 1, 2001, eligible employees shall receive a duty disability retirement benefit, which shall equal seventy-five percent (75%) of the employee's average final compensation.
- G. If an employee receives social security disability benefits after he or she is in receipt of a disability pension or a normal pension, said social security disability benefits shall not cause the employee's pension to be reduced as is now the current practice.
- H. In the event of an employee's death in the line of duty, the employee's survivor(s) shall receive one hundred percent (100%) joint and survivor retirement benefits equal to the employee's accrued service retirement pension, with additional service credit to age 60. No age or service requirements apply.
- I. In the event of an employee's death not in the line of duty, the employee's survivor(s) shall receive one hundred percent (100%) joint and survivor retirement benefits equal to the employee's accrued service retirement pension. Eligibility is limited to employees with ten (10) or more years of service.
- J. The employee contribution shall equal three percent (3%) of total compensation.
- K. ~~Employees in Defined Benefit Plan #3 may elect one of the following options:~~
 - 1. ~~Transfer to Defined Benefit Plan #2 and receive a refund of all contributions, plus a fifty percent (50%) bonus made to date. Service credits earned in Defined Benefit Plan #3 shall be transferred entirely to Defined Benefit Plan #2.~~
 - 2. ~~Transfer to Defined Contribution Plan #4 and receive a refund on those contributions which exceed the selected contribution rate. Upon transfer, which terminates all claim for benefits under~~

~~Defined Benefit Plan #3, the Employer shall match the non-refundable contributions \$4.00 for every \$1.00 the employee contributes.~~

- 3. In accord with Article 37.06(D) (A)(2), employees in Defined Benefit Plan #3 may transfer to the Hybrid Retirement Plan.
- L. Once an employee has elected to withdraw from Defined Benefit Plan #3, that employee may not return.
- M. Employees in Plan 3 who elect to purchase up to two (2) years of credited service toward retirement eligibility pursuant to subsection 37.01(L) above will be allowed to purchase the first (1st) year at the total actuarial cost not to exceed \$12,000.00. However, the second (2nd) year must be purchased at the total “uncapped” actuarial cost regardless of the time of purchase.
- N. Employees in Plan 3 may also purchase, at total actuarial cost, years of credited service earned by the employee while employed with a previous governmental Employer, not to exceed the total number of years earned with that Employer.

37.05 Defined Contribution Plan #4

- A. All Bargaining Unit members ~~who elect in~~ the Defined Contribution Plan shall contribute not less than one percent (1%) nor more than two and one-half percent (2.5%) of gross wages to the plan. Effective December 1, 1999, members with twenty (20) or more years of credited service may contribute three percent (3%) of gross wages to the plan.
- B. The Employer shall contribute \$4.00 for each \$1.00 the employee contributes. Effective December 1, 1995, the County shall contribute \$5.00 for each \$1.00 the employee contributes after twenty (20) years of service.
- C. Effective beginning December 1, 1997, employees may contribute an additional 7.5% of gross wages to the Plan annually with no matching County contribution. The combined total contribution that an employee may make to Plan #4 and to the Deferred Compensation Program (the 457 Plan) cannot exceed \$30,000.00 annually, and must otherwise conform to Internal Revenue Service Rules and Regulations.
- D. Vesting in the Defined Contribution Plan shall occur as follows:
 - 1. An employee with less than three (3) years of total County credited service who voluntarily terminates employment shall be permitted to withdraw only the employee's contribution plus earnings on those contributions, if any.

2. After three (3) years of total County credited service or upon involuntary termination of employment other than for cause, the employee shall be permitted to withdraw both the employee and Employer contributions, plus earnings, if any.

E. "Retirement" for employees who have elected the Defined Contribution Plan shall mean leaving County service at age 55 with 25 years of credited service; at age 60 with 20 years of credited service; or at age 65 with 8 years of credited service, with one (1) year of service equal to 2080 straight time hours.

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

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

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

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

F. Except as provided in 37.05(G) below, ~~Once an employees in has opted for the Defined Contribution Plan #4, that employee~~ may not opt for a Defined Benefit Plan.

G. In accord with Article 37.06(D) (A)(2), employees in Defined Contribution Plan #4 may elect to transfer to the Hybrid Retirement Plan.

H. Once an employee has elected to withdraw from Defined Contribution Plan #4, that employee may not return.

I. Effective upon execution of this Agreement by the County Executive, eligible employees may receive a duty disability retirement benefit in the form of an annuity purchased from available, vested Plan 4 contributions equal to seventy-five percent (75%) of the employee's average annual compensation as otherwise provided in Defined Benefit Plan #1. The

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

37.06 Hybrid Retirement Plan

A. General Provisions:

1. The Hybrid Retirement Plan shall be mandatory for all new employees hired and former employees re-employed, re-instated or rehired on or after October 1, 2001.
2. Employees hired, re-employed, re-instated or rehired prior to October 1, 2001, may elect to transfer from their current Retirement Plan to the new Hybrid Retirement Plan during the ~~ninety (90) calendar day window period of October 1st through December 31st. This ninety (90) day window period will be effective for only calendar years 2001 and 2002.~~ a one-time window period of one hundred and eighty (180) calendar days following the date of execution of this Agreement by the County Executive. Employees electing to transfer into the Hybrid Retirement Plan must fully purchase their entire credited service into the Plan within the 180 calendar day window period or they will forfeit eligibility for transfer into the Plan.

For eligible employees electing to transfer into the Hybrid Retirement Plan within the first ninety (90) calendar days of the 180 calendar day transfer period, the method used to calculate the cost of purchasing credited service will be the same as that used for employees who previously transferred into the Hybrid Retirement Plan under the 2000-2004 collective bargaining agreement, including the former average final compensation multipliers of 1.25% and 1.5% outlined in section 37.06(B)(2), paragraph 1, below. Employees must fully purchase all credited service within the first ninety (90) calendar days to qualify for the former average final compensation multipliers of 1.25% and 1.5% outlined in section 37.06(B)(2).

For eligible employees electing to transfer into the Hybrid Retirement Plan after the first ninety (90) calendar days of the 180 calendar day transfer period, the method used to calculate the cost of purchasing credited service will also be the same as that used for employees who previously transferred into the Hybrid Retirement Plan under the 2000-2004 collective bargaining agreement except that the new average final

compensation multiplier of 2.0%, outlined in section 37.06(B)(2), paragraph 2, will be used.

Transferring employees shall be responsible for the full actuarial cost of purchasing credited service. ~~This ninety (90) day window period will be effective for only calendar years 2001 and 2002.~~ Once an employee elects to transfer to the new Hybrid Retirement Plan that employee may not return to his or her prior Retirement Plan.

B. Defined Benefit Provisions:

1. Normal retirement shall mean twenty-five (25) years of credited service at age 55, twenty (20) years of credited service at age 60, eight (8) years of credited service at age 65 or thirty (30) years of credited service without an age requirement. An employee in Plan 5 hired prior to the date of execution of this Agreement by the County Executive who ~~retires~~ retires with thirty (30) years of service will receive medical benefits as otherwise provided under the terms of this Agreement. An employee may apply for pension service credit for up to three (3) years of military service to meet the thirty (30) year service requirement. However, this military service credit will not be used to compute the retirement benefit.

An employee in Plan 5 hired prior to the date of execution of this Agreement by the County Executive who reaches twenty-five (25) years of credited service within five (5) years following the date of execution of this Agreement by the County Executive will be allowed to retire with medical benefits as otherwise provided under the terms of this Agreement.

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

Effective the date of execution of this Agreement by the County Executive, the amount of retirement compensation shall equal two percent (2.0%) per year times average final compensation for all years of credited service. The average final compensation will be based on the employee's last five years of compensation.

3. Average final compensation shall be equal to the monthly average of the employee's base compensation for the last five (5) years of credited service. Effective the date of execution of this Agreement by the County Executive, ~~Compensation does not~~ will include final payouts of excess sick ~~or~~ and annual leave

made pursuant to Articles 21.03 and 20.05, overtime, and accumulated holiday reserve time.

Effective the date of execution of this Agreement by the County Executive, employees in the Hybrid Retirement Plan shall contribute one percent (1%) of compensation to the Retirement System. For purposes of the 1% contribution rate calculation, compensation shall include payouts of excess sick and annual leave made pursuant to Articles 21.03 and 20.05, overtime, and accumulated holiday reserve time.

4. Regarding deferred retirement, vesting shall occur upon completion of eight (8) years of credited service. The amount of retirement compensation shall be computed as normal retirement, but based on the actual number of years of credited service and average final compensation at the time of termination. The payment of retirement benefits shall begin at age sixty-five (65).
5. Eligible employees shall receive a duty disability retirement benefit. The amount of retirement compensation shall be computed as normal retirement with additional service credit granted from the date of retirement to age sixty (60). The total Plan 5 duty disability benefit, including that received under section 37.06(C)(4) below, shall not exceed seventy-five percent (75%) of the employee's average compensation as otherwise provided in Defined Benefit Plan #1.

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

6. Employees shall be eligible for a non-duty disability retirement upon completion of ten (10) years of credited service. The amount of retirement compensation shall be computed as normal retirement, but based on the actual number of years of credited service and average final compensation at the time of termination. The Employer reserves the right to limit payments from the Retirement System through the use of proceeds from the Employer's long-term disability policy.
7. If an employee receives social security disability benefits after he or she is in receipt of a disability pension or a normal pension, said social security disability benefits shall not cause the employee's pension to be reduced as is now the current practice.
8. In the event of an employee's death prior to retirement, normal retirement shall mean ten (10) or more years of credited service or eight (8) years of credited service at age 65. The amount of retirement compensation paid to the spouse shall be computed as

normal retirement, but actuarially reduced in accordance with a one hundred percent (100%) joint and survivor election. If there is no eligible spouse, unmarried children under age eighteen (18) shall receive equal shares of fifty percent (50%) of the normal retirement benefit.

9. Employees in the Hybrid Retirement Plan shall be eligible for post retirement cost-of-living adjustments in the form of distributions from the Reserve for Inflation Equity.
10. Employees in the Hybrid Retirement Plan may purchase, at total actuarial cost, years of credited service earned by the employee while employed with a previous governmental Employer, not to exceed the total number of years earned with that Employer.

C. Defined Contribution Provisions:

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

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

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

c. Annuitizing the vested account balance if the employee is also eligible for a defined benefit pension.

4. Effective upon execution of this Agreement by the County Executive, eligible employees may receive a duty disability retirement benefit in the form of an annuity purchased from available, vested Plan 5 contribution-side funds. The total Plan 5 duty disability benefit, including that received under section 37.06(B)(5) above, shall not exceed seventy-five percent (75%) of the employee's average compensation as otherwise provided in Defined Benefit Plan #1. The employee will be required to surrender all accumulated funds in the Plan, including both employee and vested Employer contributions. In the event an employee has an outstanding loan from the Plan, loan payments shall continue as scheduled through equivalent withholding from the employee's monthly disability retirement benefit until such loan is repaid in full. Should the employee become deceased prior to full repayment, the employee's estate shall be responsible for any outstanding amount.

~~D. Transfer Options:~~

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

of eligible retirement earnings for the last five (5) years of credited service.

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

37.07 Deferred Compensation

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

37.08 Disability Retirement

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

37.09 Purchase of Layoff Time

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

37.10 **Purchase of Military Service**

- A. Military service time prior to County Employment may be purchased up to a maximum of six (6) years at full actuarial cost. Purchase shall be in one (1) month increments with twelve (12) months of purchase needed for one (1) year of credit.
- B. The Retirement Commission may establish rules not in conflict with this Section for the implementation of this Section. Such rules may define payment schedules, limit purchases when military time has already been used as a credit in another public pension system, limit the way this time may be used, or limit purchases to specified time periods on an annual basis or within certain periods after the date of the employee's first employment with the County.

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

A. Employee Health Care Benefit Trust

- 1. Except as provided below, employees hired on or after the date of execution of this Agreement by the County Executive shall not receive or be eligible for Employer-sponsored insurance or health care benefits upon retirement.
- 2. Employees hired on or after the date of execution of this Agreement by the County Executive shall be eligible to participate in the Employee Health Care Benefit Trust (“Trust”) established by the Employer. The Trust will be administered by a committee consisting of six (6) members. One (1) member shall be an employee of Wayne County appointed by Michigan AFSCME Council 25. One (1) shall be a member of Wayne County AFSCME Local 3317. One (1) shall be a member of Local 502. The remaining three (3) members shall be appointed by the Wayne County Executive. In the event of a tie vote, the Wayne County Director of Personnel/Human Resources shall cast the deciding vote.
- 3. Employees who elect to participate in the Trust will be required to make contributions in the amount of two percent (2%) of their base wage rate to fund the Trust. Contributions will be made in the form of bi-weekly payroll deduction, as specified in the *Wayne County Health and Welfare Benefit Plan*, and employees will otherwise be subject to the terms and conditions outlined therein.
- 4. The Employer will also contribute five percent (5%) of the employee’s base wage rate to the Trust in accordance with the terms of the *Wayne County Health and Welfare Benefit Plan*.

5. Fund distributions from the Trust will be subject to all applicable Internal Revenue Service rules and regulations.

B. Permanent Waiver of Post-Retirement Health Benefits

1. Employees hired prior to the date of execution of this Agreement by the County Executive may elect to permanently relinquish their current or future eligibility to receive post-retirement insurance and health care benefits from the County.

2. Employees electing to permanently waive post-retirement health care benefits under this Article may elect to participate in the Employee Health Care Benefit Trust as described in Article 37.11(A) above.

C. Effective beginning October 1, 2017, employees in the bargaining unit who have been enrolled in the Employee Health Care Benefit Trust for at least ten (10) years may, on an individual basis, elect to withdraw from the Trust and become eligible for post-retirement medical benefits available to members of the bargaining unit hired immediately prior to the effective date of this Agreement. Employees electing to withdraw from the Trust to become eligible for County-sponsored post-retirement medical benefits under this subsection shall be entitled to return of the employee's full contribution into the Trust for the entire period of participation plus any interest accrued on the employee's contributions as established by the trustees of the Trust. In this case, the Employer's contribution shall be forfeited back to the Employer.

Election to withdraw from the Trust shall be made in writing to the Director of Benefit Administration within ninety (90) days prior to the employee's completion of his or her tenth year of participation in the Trust. An employee's election to withdraw from participation in the Trust shall be irrevocable. Employees failing to make an election to withdraw from the Trust within the prescribed time period shall remain as participants in the Trust and shall not be allowed to withdraw for the remainder of their continuous employment with the County.

D. It is expressly understood and agreed that any modifications to, or elimination of, the Employee Health Care Benefit Trust will become subject to negotiation and/or Act 312 arbitration effective October 1, 2017.

37.12 Retirement Board Eligibility

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

10. A majority of the Panel adopts the Last Best Offer of the County on Article 38, “Economic Improvements,” as follows:

ARTICLE 38 – ECONOMIC IMPROVEMENTS

38.01 Special Skills Positions

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

38.02 Wage Rates For Employees In Local 502

- A. On December 1st annually, employees occupying the classifications of Police Officer, Corporal and Detective will receive wage adjustments as follows:

1.	2004:	0.0%
2.	2005:	2.0%
3.	2006:	1.0%
4.	2007:	1.0%

- B. In accord with Section 38.02(A), the following wage rates shall apply to regular full-time employees of record who are employed in the classifications of Police Officer and Corporal and ~~Detective~~ as of the date this Agreement is executed by the County Executive.⁶

⁶

The classification of Detective will be eliminated when the last incumbent vacates his or her position. No positions will be allocated or reclassified to, nor will any employee be promoted or demoted into, this classification.

STEP	11-30-04	12-01-04	12-01-05	12-01-06	12-01-07
Police Officer					
[Entry]	\$30,204	\$30,204	\$30,808	\$31,116	\$31,427
2	\$32,132	\$32,132	\$32,775	\$33,103	\$33,434
3	\$34,830	\$34,830	\$35,527	\$35,882	\$36,241
4	\$38,559	\$38,559	\$39,330	\$39,723	\$40,120
5	\$42,413	\$42,413	\$43,261	\$43,694	\$44,131
6	\$46,912	\$46,912	\$47,850	\$48,329	\$48,812
7	\$50,125	\$50,125	\$51,128	\$51,639	\$52,155
Corporal	\$51,798	\$51,798	\$52,834	\$53,362	\$53,896
Red Circle Rate (former Detective)	\$55,909	\$55,909	\$57,027	\$57,597	\$58,173

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

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

B. ~~An annual step increase will be provided to all employees below Step #7 on their anniversary date each year of the contract.~~

C. ~~Employees hired after February 1, 1995, will not progress beyond Step #6 until completion of the Police Academy.⁺~~

D. ~~Step increases will continue beyond the expiration of the contract Collective Bargaining Agreement [September 30, 2008] for those employees who are below the maximum wage step for their classification.~~

E. ~~The following are two specific examples of how the salary scale will work:~~

⁺ ~~Officers hired after February 1, 1995, shall not progress beyond Step #6 until completion of the Police Academy. Officers hired after the execution date of the prior Act 312 Arbitration Award (September 9, 1998) shall be sent to a Police Academy on a seniority basis as the County determines the need for financing additional academy trained officers. This provision shall prevail in the event of any inconsistency or conflict with any other provision of the Agreement.~~

1. — Example #1

Officer "A" whose anniversary date is May 1 and who ended the previous contract at Step #2 (\$28,549).

- a. — On 12-01-00, Officer "A" shall remain at Step #2 but his salary shall increase to \$29,405.
- b. — On 05-01-01, Officer "A" shall move to Step #3 (\$31,875).
- c. — On 12-01-01, Officer "A" shall remain at Step #3 but his salary shall increase to \$32,831.
- d. — On 05-01-02, Officer "A" shall move to Step #4 (\$36,346).
- e. — On 12-01-02, Officer "A" shall remain at Step #4 but his salary shall increase to \$37,436.
- f. — On 05-01-03, Officer "A" shall move to Step #5 (\$41,178).
- g. — On 12-01-03, Officer "A" shall remain at Step #5 but his salary shall increase to \$42,413.
- h. — On 05-01-04, Officer "A" shall move to Step #6 (\$46,912).

2. — Example #2

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

- a. — On 12-01-00, Officer "B" shall remain at Step #5 but his salary shall increase to \$38,815.
- b. — On 09-01-01, Officer "B" shall move to Step #6 (\$42,931).
- c. — On 12-01-01, Officer "B" shall remain at Step #6 but his salary shall increase to \$44,219.
- d. — On 09-01-02, Officer "B" shall move to Step #7 (\$47,248).
- e. — On 12-01-02, Officer "B" shall remain at Step #7 but his salary shall increase to \$48,665.***
- f. — On 12-01-03, Officer "B" shall remain at Step #7 but his salary shall increase to \$50,125.

Work In A Higher Classification

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

11. A majority of the Panel adopts the Last Best Offer of the County which maintains the language in Article 39 as is.
12. A majority of the Panel adopts the Last Best Offer of the County on Article 1, "Recognition," as follows:

Wayne County's Full Proposal for Article 1

1.01

Pursuant to and in accordance with the applicable provisions of the Public Employment relations Act of the State of Michigan, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining over wages, hours, and working conditions for all full-time Police Officers and Corporals permanently employed by the County of Wayne ~~the following employees of Wayne County: All employees performing non-supervisory law enforcement work, including, but not limited to, Police Officer, Corporal, and Detective.~~

1.02

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

1.03

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

- A. Mail
- B. Utility
- C. Maintenance
- D. Trustee/Sanitation
- E. Inmate Clothing
- F. Recreation

- G. Commitment
- H. Phone Bank
- I. Clerical assigned to Sgt. and/or Lt. office
- J. Administrative

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

1.04

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

1.05

Notwithstanding Article 1.02 of this Agreement, the Sheriff shall have the right to utilize the services of temporary police officers to fill absences or vacancies created by a leave of any kind for any work assignments located in the Jail Division. All individuals selected for a temporary police officer assignment must have either retired in good standing from the Wayne County Sheriff Department law enforcement classification or a police department or been selected from an applicable eligible list. But first preference for selection shall be a retired former Wayne County Sheriff Department law enforcement employee when available.

Temporary police officers shall be entitled to statutory benefits provided by law and included in the bargaining unit covered by this Agreement for the sole purpose of paying union dues on a pro-rated basis. However, temporary police officers are "at-will" and shall in no way, at any time, gain regular status or attain any rights or privileges enjoyed by regular status employees represented by the bargaining unit. Additionally, temporary police officers shall not have access to the grievance arbitration procedure contained in either Article 8 or Article 9 of this Agreement.

13. The Panel adopts the temporary agreement of October 13, 2006 on Article 7, "Representation," as follows:

Article 7 – Representation

7.01

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

7.02

A. Eight (8) Chief Stewards shall be selected by the Union in the following ~~six (6)~~ five (5) Divisions:

1. Jail Division 1 – Andrew C. Baird Detention Facility (6 Alternates)
2. Jail Division 2 – (4 Alternates)
3. Jail Division 3 – William Dickerson Detention Facility (6 Alternates)
4. Court Services Division [(1) Chief Steward per Court]
 - Third Circuit Court – Civil Division and Probate and Circuit Court (City-County Building, Out-County Probate Court, Penobscot Building) (2 Alternates)
 - Third Circuit Court – Family Division – Juvenile Section (Juvenile Court, Juvenile Detention Facility, D.S.S. Burton Center) (2 Alternates)
 - ~~Recorder's Court~~ Third Circuit Court – Criminal Division (2 Alternates)
5. ~~Airport Division (2 Alternates)~~

5. Field Services Division (~~2~~ 4 Alternates)

7.03

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

7.04

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

Chief Stewards who are required to leave their Division to investigate grievances or to represent their member away from their work assignment shall give their immediate supervisor two (2) hours notice and the supervisor may release the Chief Steward if it does not interfere with the operational efficiency of the Division. Release of Chief Stewards under this section shall include attendance at disciplinary hearings and Step 4 grievance

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

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

- B. ~~The Division Chief Steward and/or Alternate Steward may~~ shall be released to represent their members at all steps of the grievance procedure in matters pertaining to discipline, investigation of grievances and meetings with supervisory officers at Step 1 and Step 2 of the grievance procedure for matters taking place within the physical confines of their work location / Division, in accordance with Article 8. The steward shall give their immediate supervisor two (2) hours notice prior to the release. ~~The Divisional Chief Steward and/or Alternate Steward may represent the member upon service of Conduct Incident Reports, Oral and Written Reprimands, and Charges under the department manual for members within his/her Division.~~

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

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

- C. All Chief and Alternate Stewards shall be elected or appointed from a seniority bid position. Any member of the Local Union who is selected as a Chief and Alternate Stewards to represent his or her Division as provided by this Agreement shall not be transferred from their seniority bid position to another Division except by mutual agreement between the Union and the Sheriff or Airport Director. This paragraph shall not apply to the Chief Steward assigned to the Court Services Division – Third Circuit Court – Civil Division and Probate Court (City-County Building,

Out-County Probate Court, Penobscot Building) and Third Circuit Court – Criminal Division.²

- D. All Chief Stewards shall have the highest seniority within their Division and shall be allowed to exercise this seniority for the purpose of vacations. All Chief Stewards shall be assigned to a position on the day shift within the job functions for which they have bid.
- E. Overtime will not be utilized to replace officers absent for collective bargaining agreement administration.

²In the event the Chief Steward at the Criminal Division is elected or appointed while occupying a discretionary position, the last employee transferred into the Criminal Division on a seniority-bid basis shall be transferred to a vacant position outside the Division and replaced with a Sheriff's discretionary appointment. The employee transferred from the seniority-bid position shall have the right to return to the first vacant position in the Criminal Division.

7.05

- A. The Local Union President, 1st Vice President and 2nd Vice President shall be released on a full-time basis from ~~his or her~~ their regular work assignments without loss of time, pay or other benefits to represent the Union membership and administer the provisions of the Collective Bargaining Agreement with the County of Wayne. ~~upon prior notice to his or her supervisor when requested to perform the following:~~
If the President or 1st or 2nd Vice President is in a specialized position, he or she shall continue to be paid all specialty pay and continue to receive all training and retraining and be assigned all equipment and be subject to on-call and call out in his or her unit.
 - 1. ~~Processing members' grievances, and differences concerning the intent and application of the provisions of the Agreement.~~
 - 2. ~~Represent members at hearings or proceedings affecting rights or benefits provided by this Agreement.~~
 - 3. ~~Attend meetings of the County Board of Commissioners and Committees, only when the agenda includes matters pertinent to the proper administration of the Local Union.~~
 - 4. ~~Confer with Local Stewards when necessary.~~

- ~~B. Whenever the Local Union President is required to perform administrative duties limited to internal Union business or functions, he or she may be granted time off without compensation, but without loss of such benefits to which he or she would otherwise be entitled.~~
- C.B. In the event the Local Union President, 1st Vice President and 2nd Vice President selects a specific job assignment other than that which he or she held when elected, upon termination of his or her term of office as ~~President~~, he or she shall, if desired, be returned to his or her previous job assignment, provided the previous job assignment is not a discretionary assignment.
- ~~D. In the event of the extended absence or vacancies occurring during the term of the Local Union President, the provisions of this Article shall apply to the First Vice President.~~
- ~~E. The consent of the Sheriff, Airport Director, or their designated 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 prior subject for a special conference as provided by this Agreement.~~
- ~~F. In the event the Union is required to represent members of the Bargaining Unit at one (1) or more proceedings occurring at the same time on a subject as defined in Section 7.05 (A) of this Article, a designated Local Union Vice President shall be granted time off to represent the Union without loss of compensation, upon reasonable notice to and prior approval of the Sheriff, Airport Director, or their designated representatives.~~
- G.C. Employees, not to exceed four (4), who are members of the Union's Executive Board, assigned to the afternoon shift, shall be allowed four (4) hours monthly, without pay, but with no loss of accumulated time or other benefits, for attendance at the monthly Executive Board meeting.
- H.D. Employees covered by this Agreement who have been elected or appointed by the Union shall be compensated at their regular rate for time lost from work during their regular working hours while on official Union business in negotiation sessions with the Employer and without requirement to make up said time (not to exceed five (5) employees).
- I.E. The employee who is the Union Recording Secretary/Benefits Representative (one person) shall be released from his or her regular work assignment without loss of time, pay, or other

benefits upon prior notice to his or her supervisor, to attend meetings with the Employer concerning insurance benefits or for processing insurance grievances. ~~Release shall be governed by the same provisions found in Section 7.04 (A) of this Article.~~

7.06

The Union shall designate one of its Vice Presidents who shall be in charge of all disciplinary matters within the Bargaining unit caused by the department bringing charges against members of the Bargaining Unit at all levels of discipline, except reprimands and service of charges, which shall be handled by the member's Divisional Chief Steward.

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

7.07

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

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

14. A majority of the Panel adopts the modified Last Best Offer of Local 502 on Article 8, "Settlement of Disputes," as follows:

Article 8 – Settlement of Disputes

8.01

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

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

Step 1:

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

Step 2:

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

Step 3:

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

Step 4:

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

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

Step 5:

- A. Any unresolved grievance relating only to the interpretation or enforcement of a specific article and section of this Agreement, or any supplemental Agreement hereto, having been processed fully through Step 4, may be submitted to an arbitrator selected from a panel established as follows:
1. Within thirty (30) calendar days after the execution of this Agreement, the parties shall convene and mutually select a panel of four (4) to serve as arbitrators.
 2. The parties shall will, to the degree possible, schedule at least three (3) days per month for arbitration hearings. The pre-scheduled arbitration dates will be used to hear grievances involving discipline. However, if there is no discipline grievance available to be heard on a pre-scheduled date, the parties shall may substitute a non-discipline grievance.
 - ~~3. In addition, where the grievance does not involve discipline, the parties shall mutually select the name of an arbitrator to hear the case. The selection of the arbitrator is not limited to the panel of permanent arbitrators.~~
 3. The parties shall mutually select four (4) arbitrators who shall be members of the labor panel of the American Arbitration Association or the labor panel of the Federal Mediation and Conciliation Service or a labor panel of the Michigan Employment Relations commission and who shall hear grievances on a rotating basis. Cases will be on a rotating basis among the arbitrators selected. Cases will be assigned an arbitrator based upon a blind draw. If at any time either party desires to terminate the services of an arbitrator, the party shall give notice in writing to that effect to the other party, specifying the date of termination. The parties shall send a joint written notice to the arbitrator of his/her termination. Once the arbitrator has received written notice that his/her services are terminated, the arbitrator shall not hear any further cases. However, the arbitrator shall render decisions in all cases that he/she has heard prior to receiving such notice.

4. ~~Upon written notice to the other party an arbitrator may be removed from the panel. The parties will then select a replacement.~~

5. 4. Grievances shall be heard in accordance with the published rules of the American Arbitration Association, unless otherwise provided in this Agreement.

- B. Arbitration shall be invoked within thirty (30) days by written notice to the other party of intent to arbitrate.
- C. The Arbitrator shall limit his or her decisions strictly to the interpretation, application, or enforcement of the specific article and sections of this contract and shall not render a decision inconsistent with or modifying or varying in any way the terms of this contract. It is understood between the parties hereto that the law shall prevail over terms of this contract if the two are in conflict.
- D. There shall be no appeal from the decision of the Arbitrator if made in accordance with his or her jurisdiction and authority under this Agreement.
- E. An arbitration award shall be final and binding on the Employer, on all Bargaining Unit members, and upon the Union. The Union shall discourage attempts by any Bargaining Unit member to appeal a decision of the Arbitrator to any court or Labor Board.
- F. The fees and expenses of the Arbitrator shall be borne equally by the parties.
- G. The Arbitrator shall not consider any evidence submitted by either party which was not produced in the grievance procedure unless such evidence has not been known to the party submitting the proposed new evidence.
- H. All claims or awards for back wages shall be limited to the amount of wages and other benefits, excluding overtime ~~and shift premium pay that the employee otherwise would have earned~~, less any compensation received for employment or unemployment compensation obtained subsequent to removal from the payroll of the Employer. Compensation received for prior approved outside employment will not be used to offset claims or awards for back wages. The employee shall receive payment for all back wages within two (2) full pay periods following execution of an affidavit regarding interim earnings or compensation. If payment is not made within that time, a 10% interest penalty will apply from the date of the affidavit. The Employer shall not be required to pay back wages for out-of-

class or promotional pay prior to the date of the written grievance.

8.02

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

8.03

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

15. A majority of the Panel adopts the Last Best Offer of the County on Article 9, “Disciplinary Procedures,” as follows:

Article 9 – Disciplinary Procedures

9.01

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

9.02

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

9.03

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

9.04

The Divisional Chief Steward, Alternate Steward or Vice President of the Union shall have the right to be present and, if requested by the employee, to represent the employee at all levels of disciplinary proceedings, including Administrative Reviews; this shall not preclude the Union President from participating in all levels of discipline.

9.05

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

9.06

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

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

9.07

The Sheriff, ~~the Airport Director~~ or ~~their~~ his or her designees shall administer all discipline. Oral and written reprimands may be administered at the divisional level for violations of departmental rules and regulations. All disciplinary actions except terminations under 9.11(M) shall be subject to the grievance procedure. However, probationary employees shall not have access to the grievance procedure in matters of discipline or discharge (e.g., disciplinary or non-disciplinary discharge).

9.08

All disciplinary action shall be for just cause.

9.09

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

9.10

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

POLICE OFFICER'S BILL OF RIGHTS

9.11

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

- A. The questioning shall be conducted at a reasonable hour, preferably at a time when the employee is on duty. If such questioning does occur during off-duty time of the employee being questioned, the employee shall be compensated for such time in accordance with the overtime provisions of the contract.
- B. The employee under questioning shall be informed prior to such questioning of the rank, name and command of the officer in charge of the investigation, the questioning officers and all persons present during the questioning. All questions directed to the officer under questioning shall be asked by one person at a time.
- C. The employee under investigation shall be informed of the nature of the investigation prior to any questioning.
- D. Questioning sessions shall be for reasonable periods and shall be timed to allow for personal necessities and rest periods as are reasonably necessary; provided that no period of continuous questioning shall exceed one (1) hour without a ten (10) minute rest period, without the employee's consent.
- E. The employee under questioning shall not be subject to abusive language. No promise of reward shall be made as an inducement to answering any questions; nor shall the employee's name, home address, or photographs be given to the press or news media without the employee's express consent except as may be required by law.

- F. If a tape recording is made of the questioning, the employee shall have access to the tape if any further proceedings are contemplated.
- G. If the employee about to be questioned is under arrest, or likely to be placed under arrest as a result of the questioning, the employee shall be completely informed of all his or her constitutional rights prior to the commencement of any questioning.
- H. Prior to any discussion with an employee pertaining to disciplinary action, the Union shall be notified. The employee shall be informed of his or her rights to have a Union representative present and the Union representative shall be allowed to be present unless waived by the employee.
- I. No employee shall be subject to disciplinary action for appearing before a State or Federal Grand Jury at which the employee presented testimony under oath and has been sworn to secrecy.
- J. The Sheriff or ~~Airport Director~~ may suspend without pay any employee prior to an Administrative Review, who is criminally charged with the commission of any felony, or a misdemeanor involving narcotics.
- K. If an employee is charged with the commission of a misdemeanor not involving narcotics or a violation of departmental rules or regulations, he or she may be suspended with pay until such time as an Administrative Review renders a decision as to the alleged charges. In this event, the Employer shall continue to pay the employee's salary and all other benefits provided. Employees charged with the commission of a misdemeanor may be assigned within the department at Management's discretion in the event Management has determined not to suspend the employee.
- L. If an employee is suspended without pay or dismissed as a result of disciplinary action or because the employee is charged with a misdemeanor involving narcotics or with the commission of a felony, the Employer will continue to pay the employee's contractual insurance premiums until the suspension or dismissal is resolved through arbitration or court decision. If the Employer's action is upheld or the employee is found guilty of the charges, the employee shall repay the County the money expended for contractual insurance premiums, which may be deducted from the employee's accumulated sick, annual, and holiday leave banks.
- M. An employee criminally convicted of a felony shall be terminated from County employment. Termination based upon a

criminal conviction shall not be subject to arbitration.

- N. In the event the Sheriff's Office receives an administrative subpoena requesting an employee's *Garrity Statements*, the Sheriff or his or her designee shall notify the employee of the request. It shall then be the employee's obligation to notify the Union.

9.12

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

ADMINISTRATIVE REVIEW AND DETERMINATION HEARING

9.13

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

- A. Unless otherwise agreed, an Administrative Review and Determination Hearing shall be conducted within fourteen (14) days of a recommendation for such hearing by a Divisional Commander, or at the request of the Sheriff, ~~Airport Director~~ or ~~their respective~~ his or her designees upon the completion of an Internal Affairs Investigation.
- B. At the time the department gives an employee written notification, on a form provided as to the specifications and charge or charges brought against said employee, the department shall give written notification as to the time, date and location of the Administrative Review and Determination Hearing, provided said notification shall not be less than three (3) calendar days prior to said hearing. The department shall at the same time give the Union and the accused employee a copy of all available documents and other evidence which the department has in its possession or will use at the Administrative Review and Determination Hearing and will be placed before an Arbitrator, if arbitration is requested by the Union, and shall also give the Union and the accused employee a list of all witnesses who will be called. Upon discovery the department may submit additional, relevant documents or other evidence or witness names it was not aware of or did not have in its possession at the time of the Administrative Review and Determination hearing with reasonable notice to the Union and the accused employee.

- C. The Administrative Review and Determination Hearing shall be conducted by the Sheriff, ~~the Airport Director or their~~ his or her designated representatives. A representative of the Labor Relations Division shall not be included in an Administrative Review and Determination Hearing; this shall not preclude a County Department Director or his or her representative from attending an Administrative Review and Determination Hearing for informational purposes when the complaint is against an Officer who is working in the Director's Department.
- D. The conduct of the hearing shall be off the record and shall provide for a free flow of information and discussion.
- E. Any proposed settlements or compromise suggested, or statements against self-interest made by either party at the Administrative Review and Determination Hearing shall not be made known to an Arbitrator, if arbitration is requested by the Union.
- F. At the conclusion of the Administrative Review and Determination Hearing, the accused employee and Union shall be informed of the findings. The determination may be immediate, but if not, it shall be rendered within thirteen (13) calendar days of the hearing's conclusion. ~~If it is determined by the department that the employee is to be discharged as a result of the Administrative Review and Determination Hearing, said discharge shall take effect upon written notice to the accused employee and the Union. If it is determined by the department that the employee is to be suspended as a result of the Administrative Review and Determination Hearing, said suspension shall take effect upon the date the matter is scheduled for arbitration or thirty (30) days from the date of the Administrative Review and Determination Hearing, whichever comes first. However, suspensions involving assault on a prisoner shall take effect following the Administrative Review and Determination Hearing upon written notice to the employee and the Union.~~
- G. At the request of the Union President, any discipline resulting in a suspension of fifteen (15) or more days or termination of an employee resulting from an Administrative Review and Determination hearing, shall be reviewed by the Sheriff's designee. The review shall include a meeting with the Sheriff's designee and the Union's designee to review any documents presented at the Administrative Review and Determination Hearing. The meeting shall be informal and off the record and shall provide for a free flow of information and discussion. The Sheriff's designee must be a sworn member of the Department and shall maintain a higher Department rank than the

Administrative Review and Determination Hearing command officer.

- H. ~~If it is determined by the department~~ the Sheriff's Office determines that ~~the an~~ employee is to be discharged as a result of the Administrative Review and Determination Hearing, ~~said the~~ discharge shall take effect upon written notice to the accused employee and the Union. If it is determined by the department that the employee is to be suspended as a result of the Administrative Review and Determination hearing, ~~said the~~ suspension shall take effect upon the date the matter is scheduled for arbitration or thirty (30) days from the date of the Administrative Review and Determination hearing, whichever comes first. However, suspensions involving assault on a prisoner shall take effect following the Administration Review and Determination Hearing upon written notice to the employee and the Union.

9.14

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

9.15

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

9.16

The hearing before the Arbitrator on the disciplinary suspension or discharge shall take place within ninety (90) calendar days of the receipt of the Step4 answer, unless the Arbitration hearing has been postponed by mutual agreement of the parties or at the request of the Arbitrator.

9.17

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

In all arbitration hearings involving discipline, ~~disciplinary proceedings,~~ the County department shall carry the burden of proof in order to substantiate the charges brought against the employee. ~~and~~ The standard shall be proof by a preponderance of the evidence. In application of this

standard, the parties understand that all department charges and hearings are non-criminal in nature.

9.18

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

9.19

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

9.20

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

9.21 (see Section 9.17)

In all disciplinary proceedings, the department shall carry the burden of proof in order to substantiate the charges and the standard shall be proof by a preponderance of the evidence. In application of this standard, the parties understand that all department charges and hearings are non-criminal in nature.

9.21

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

9.22

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

9.23

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

9.24

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

16. A majority of the Panel adopts these minor changes to Article 13, "Seniority," as follows:

Article 13 – Seniority

13.01

A. Seniority shall be determined as follows:

1. Prior to December 1, 1969, County-wide seniority as determined by Civil Service Rules.
2. After December 1, 1969, new employee's length of service in the Sheriff's Department, the ~~former~~ Airport Division of the Department of Public Services, or both.
3. After July 1, 1978, new employee's length of service in the Bargaining Unit.

13.06

D. In the event the Employer is required to lay off Police Sergeants or other Command Officers, they shall have the right to return to the Bargaining Unit. In doing so, the former command officer shall forfeit any bid or shift rights until the next bid period. All Sergeants ~~or Detectives, either~~ demoted or laid off shall have their names placed on the recall list for their respective classification and shall be guaranteed the first promotion to the respective classification, whether permanently or temporarily assigned.

17. A majority of the Panel, as noted in the text of the Opinion above, awards the following changes to Article 14, "Shift Preference," as follows:

14.01 Shift Preference

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

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

14.02 Permanent Transfers

- A. Employees may apply for transfer to any vacant position within their classification in the same or a different division, as indicated in Section 14.03 (A) of this Article, with the exception of those exempted as discretionary.
- B. Requests for transfer shall be valid for a period of twelve (12) months. Applications for transfer shall be made available by the Union during the first two (2) weeks of March each year and shall be submitted by the employee before March 15th each year, to take effect with the first shift change in April of each year. A transfer shall be defined as an interdepartmental, inter-divisional or intra-divisional transfer to a vacant position. The employee is limited to one (1) transfer during a twelve (12) month period.

~~Transfers between the Airport Police and the Sheriff Department to full time permanent positions, shall be for 12 months minimum unless the employee is promoted.~~

- C. All employees accepting a discretionary or qualification board position shall remain in that particular position for a two (2) year minimum commitment period. This commitment period shall begin the first day of the employee's assignment in the position. The employee shall waive all transfer rights during this period. However, upon an employee's request, an exception to the minimum commitment period may be granted by the Sheriff ~~or Airport Director~~ for extenuating circumstances. Also, Management maintains the right to exercise its discretion to remove an employee from a discretionary position at any time during or after this period.
- D. The Sheriff ~~and Airport Director~~ shall post a notice for a period of ten (10) working days on all departmental bulletin boards once the Employer decides to fill a vacancy or a new position.

The notice shall state the department, division, unit and shift in which the said vacancy exists or will exist.

- E. Employees who are offered an interdepartmental, inter-divisional or intra-divisional transfer in conformity with a bid, and refuse said opportunity, shall not be offered a transfer for six (6) months.
- F. Transfers shall be determined on the basis of an objective review of an employee's qualifications, ability, seniority, and disciplinary record, with seniority controlling when the other factors are relatively equal.

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

Employees with a disciplinary record containing in excess of the cumulative total of five (5) days suspension time of record will not be eligible to transfer. If an employee is refused a transfer because of his or her disciplinary record, the employee may make a request to the Sheriff ~~or Airport Director~~, in writing, requesting the reasons for the denial within ten (10) calendar days of the Sheriff's ~~or Airport Director's~~ refusal. The Sheriff ~~or Airport Director~~ shall respond within ten (10) calendar days of receipt of the request from the employee.

- G. An employee transferred pursuant to the criteria set forth in the preceding paragraphs shall be entitled to a thirty (30) day trial period during which the employee may elect to return, or may be returned, to the employee's his or her former job assignment, provided that, if returned by the Sheriff ~~or Airport Director~~, written reasons for such action shall be given the employee and the Union at the time of return.
- H. If, during the thirty (30) day period, the employee elects to be returned or the Sheriff ~~or Airport Director~~ elects to return the employee to his or her former job assignment, the return shall be made within fourteen (14) calendar days of the written request to the Sheriff ~~or Airport Director~~. If the job assignment being vacated is a specialty position and a list of qualified officers does not currently exist, then the employee may be required to remain in the position until a Departmental Qualification Board provides a list of employees qualified to fill the position.

- I. Upon hire, All probationary employees shall be assigned to a seniority bid position in one of the Jail Divisions. ~~No~~ At the Sheriff's discretion, probationary employees ~~shall~~ may be eligible for transfer outside of the Jail Divisions ~~bid positions~~ until ~~one (1) year~~ after six (6) months from the date of hire.
- J. Any employee on an approved leave for longer than twenty-four (24) months shall, upon return from the leave, be assigned to the Sheriff's Department ~~or to the Wayne County Airport Police.~~
- K. Officer who are state certified police officers at the time of hire and later exercise a bid to a vacant position are subject to being bumped from the bid position by a higher seniority officer who becomes state certified at a later date.

14.03 **Job Assignments**

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

JAIL DIVISION 1

- 1. Security Service (includes all assignments except those listed directly below)
- 2. Inmate Recreation
- 3. Registry (EB)¹
- 4. Reception Diagnostic Center (except outpatient hospital assignments)
- 5. Master Control
- 6. Basement Key Control
- 7. Administration Building Communications (D)
- 8. Infirmary
- 9. Kitchen
- 10. Visit Search

JAIL DIVISION 2

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

JAIL DIVISION 3

1. Security Service (includes all assignments except those listed directly below)
2. Registry (EB)¹
3. Kitchen/Dock Utility
4. Infirmary Segregation
5. Segregation/Infirmary/Program Utility
6. Master Control (D)
7. Classification (D)

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

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

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

JAIL DIVISION I

1. RDC (outpatient hospital assignments)
2. ~~Transfer Units~~ Prisoner Transportation
3. Inmate Property/bonds (D)
4. Desk/Lobby Unit (EB)¹

5. Medical Transfer

JAIL DIVISION 2

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

JAIL DIVISION 3

1. Transportation
2. Front Desk Unit (EB)¹

ROAD PATROL DIVISION

1. Park Patrol²
2. O.U.I.L. Squad
- ~~3. Parks Detective Bureau (D)⁵⁹~~
- 4.3. Identification Bureau (QB)
- 5.4. Secondary Roads Unit (EB)³
- 6.5. Marine Enforcement (QB)
- ~~7. Alternative Work Force (D)⁶⁰~~
- 8.6. Mounted Unit (QB)
- ~~9. Polygraph Operator (QB)~~
- 10.7. 3100 Henry Ruff Lockup (D)⁴
8. DDOT Transit Patrol Unit (EB)
- ~~9. Highland Park Unit (EB)~~
9. Municipal Support Enforcement Unit (EB)
10. Wayne County Community College Patrol Unit (EB)

COURT SERVICES DIVISION

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

1. Court Room Security⁵
- ~~2. Grand Jury (D)~~
- 3.2. Circuit Court Floaters
- 4.3. Friend of the Court Security^{62 6}
- 5.4. Friend of the Court Enforcement^{63 7}
- 6.5. Civil Process (D)
- 7.6. Felony Warrant ~~Detective~~ Unit (D)
7. Juvenile Detention Facility Security

Wayne County – Probate Court

1. Court Room Security
- Juvenile Section*
- ~~1. Juvenile Detention Facility Security~~
- ~~2. D.S.S. Burton Center Security⁶⁵~~

EXECUTIVE DIVISION

1. Internal Affairs (I.A.) (D)
2. Executive Staff Officers (D)
- ~~3. CEO Office (D)~~
- 4.3. Police Property (D)
- 5.4. Drug Enforcement Unit (DEU) (D)
- 6.5. Range Officer (QB)
- ~~7. Communications¹¹~~
- 8.6. Special Response Unit (D)
7. Regional Dispatch Center (EB)
8. Internet Crime Unit (D)

WAYNE COUNTY AIRPORT POLICE

1. ~~Airport Security¹²~~
2. ~~Airport Special Services (D)~~
3. ~~Airport Detective Bureau~~
4. ~~Communications¹³~~
5. ~~Bomb Unit (QB)~~
6. ~~Canine Unit (QB)~~
7. ~~Airport Drug Enforcement Unit (DEU) (D)~~
8. ~~Airport Identification Bureau (QB)~~
9. ~~Dive Team (QB)~~
10. ~~Range Officer (QB)~~
11. ~~Internal Affairs (I.A.) (D)~~
12. ~~Special Response Unit (D)~~

WAYNE COUNTY EXECUTIVE'S OFFICE

1. Security Detail (D)⁸
2. Department of Children and Family Services (D)⁹

¹ Registry in Jail Divisions I and III and the desk lobby units in Jail Divisions I, II and III are to be henceforth equal balance units. Until the units reach equal balance, any vacancy in these units shall be filled at the discretion of the Sheriff. As to each of said individual units, once equal balance is reached, then the next vacancy in said unit is to be filled by discretionary appointment by the Sheriff with alternate vacancies being filled by seniority bid. All officers assigned to said units may be removed at the discretion of the Sheriff.

² Officers assigned to the Park Patrol Unit shall be allowed to bid into the Unit by seniority but may be removed from the Unit through the joint discretion of the Sheriff and the Director of the Operation.

³ Upon the effective date of this Agreement, the first vacant position within the Secondary Roads Unit shall be filled at the discretion of the Sheriff from the seniority bid list. The second vacant position and every other position following a discretionary appointment shall be filled by seniority bid. All officers assigned may be removed at the discretion of the Sheriff during the first six (6) months, regardless of the manner in which they obtained their position. Officers shall be required to successfully complete any required training. Failure to do so shall be cause for removal from the Unit.

- 4 Lockup staff may be supplemented with employees from Jail Division 3.
- 5 The Sheriff shall have one (1) discretionary appointment per court room in both the Criminal and Civil Divisions of the 3rd Circuit Court.
- 6 Officers shall be allowed to bid into this Unit by seniority but may be removed from the Unit at the discretion of the Sheriff.
- 7 Officers assigned to the Friend of the Court Enforcement Unit shall be allowed to bid into the Unit by seniority but may be removed from the Unit at the discretion of the Sheriff.
- 8 Appointment to and removal from positions in the CEO Security Detail shall be at the sole discretion of the County Executive.
- 9 Appointment in and removal from positions in the Department of Children and Family Services shall be at the sole discretion of the County Executive.
- ~~12 Vacant positions shall be filled by seniority bid and by discretionary appointment by the Airport Director. Accordingly, three (3) out of every five (5) vacant positions in this unit shall be filled by the seniority bid process. Officers may be removed from this unit at the discretion of the Airport Director.~~
- ~~12 Non Certified Officers may be assigned to this unit.~~
- ~~11 Non Certified Officers may be assigned to this unit.~~
- 59
- 60 ~~Through the Sheriff under the control and at the discretion of the Director of the Operation.~~
- 64 ~~Effective September 13, 1995, two (2) Detective positions in the Felony Warrant Unit shall be filled by the most senior incumbent Detectives in the Unit, and the positions shall remain non discretionary until the incumbents vacate those positions. The remaining Detective positions in the Felony Warrant Unit shall become discretionary effective September 13, 1995.~~
- 65 ~~Officers assigned to the D.S.S. Burton Center shall be allowed to bid into the Unit by seniority but may be removed from the Unit at the discretion of the Sheriff.~~

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

14.04 Departmental Qualification Boards

- A. The Sheriff ~~or Airport Director~~ shall appoint a Departmental Qualification Board to fill Police Officer and Corporal Specialty positions.
1. The Union shall be consulted with regard to the establishment of new qualifications and new eligibility factors to be used prior to the establishment of a Qualification Board; however, final decision with

respect to such matters shall remain with the Sheriff ~~or Airport Director~~.

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

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

14.05 ~~New Units~~ **Equal Balance Units**

A. In the event the Sheriff ~~or Airport Director~~ creates a new uniform unit, job assignments within said unit shall be filled alternately by discretionary appointment by the Sheriff ~~or Airport Director~~ and by seniority bid. Officers may be removed from all new uniform units at the discretion of the Sheriff ~~or Airport Director~~.

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

C. ~~The current list of new units include the following:~~

1. ~~DDOT Transit Patrol Unit~~

2. ~~Municipal Support Enforcement Unit~~

3. ~~Regional Dispatch Center~~

4. ~~Wayne County Community College Patrol Unit~~

14.06 **Temporary Transfers**

A. Employees may apply for transfer to any temporary vacant position within their classification in the same or different division, as indicated in Section 14.03 of this Article, with the exception of those exempted as discretionary or governed by qualification board. Such requests for transfers shall be handled by the Union in the same manner as requests for permanent transfers, except that separate lists shall be maintained.

B. The Sheriff ~~or Airport Director~~ shall notify the Union of the need to fill a temporary vacancy in a non-discretionary position.

The notice shall state the division, unit and shift in which the said vacancy exists or will exist.

C. The Union shall forthwith submit to the Sheriff ~~or Airport Director~~ the names of the employees with the highest seniority who have submitted bids for temporary transfers to such a vacancy. The most senior such employee submitting a bid, who would be eligible for permanent transfer to this vacancy, shall be selected for the assignment.

D. All employees selected for temporary assignments shall remain in these positions for the duration of the assignment.

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

F. Temporary transfers to vacant budgeted positions may be effected by the Sheriff ~~or Airport Director~~ provided such transfers shall not exceed a sixty (60) calendar day period, without agreement of the Union, and provided further that this section shall not be utilized to avoid any of the transfer provisions set forth in this Article.

14.07 **Lateral Transfers**

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

14.08 **Appeals**

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

18. A majority of the Panel adopts the negotiated alternations to Article 15, as follows:

G. Article 15 (Promotions)

1. Wayne County's Proposal

15.01

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

Employees promoted to the classification of Police Sergeant shall be subject to a probationary period of 1,040 straight time hours of work in order to demonstrate an ability to perform the duties and responsibilities of the position. Should the employee's work performance at any time during the probationary period be unsatisfactory in the new position, the employee may be returned to a vacant police officer or police corporal position.

15.02

The qualifications for eligibility to take a promotional examination ~~for to the following positions~~ classification of Police Sergeant shall be:

A. ~~DETECTIVE. Minimum of four (4) years of bargaining unit seniority and have obtained state certification prior to the examination.~~

B. ~~POLICE SERGEANT. Minimum of four (4) years of bargaining unit seniority and two (2) years of have obtained state police certification prior to the examination.~~

Employees denied permission to compete in an examination may make written appeal within ~~twenty (20)~~ ten (10) calendar days from the denial to the Civil Service commission. The decision of the civil Service Commission shall be final and shall not be subject to the grievance procedure.

15.03

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

- | | | |
|----|---------------------|-------------|
| A. | Written Examination | 80 points % |
| B. | Higher Education | 5 points % |

(1.25 points per 30 college semester hours)

C. *Seniority and History 15 points %

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

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

15.04

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

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

15.05

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

- B. Promotional examinations shall be given during odd numbered calendar years 2001 and 2003. Since no examination was given in 2007, the County will offer an examination for Sergeant in 2008. In calendar year 2001, the examination for Sergeant will be given in May 2001, with the new list effective June 1, 2001. The examination for Detective will be given in September 2001, with the new list effective October 1, 2001. In calendar year 2003, the examination for Sergeant will be given in May 2003, with the new list effective June 1, 2003. The examination for Detective will be given in July 2003, with the new list effective August 1, 2003. The promotional lists from calendar year 2003 shall be in effect for twenty-four (24) months.
- C. Except as otherwise provided for in this Article, all positions of Detective and promotions to Police Sergeant shall be filled by occur through the promotion of a member of the Bargaining Unit from the appropriate promotional eligibility list. Provisions of the Civil Service Rules for re-employment or re-instatement from resignation shall not apply to positions covered by this section.
- D. Members whose names have been placed on a recall list as a result of lay off may compete in any promotional examination for which they would have been eligible had such lay off not occurred.
- E. A member who has been assigned a duty assignment out of State by the Department, or a member who is fulfilling a military training obligation, shall be allowed a subsequent alternate written examination date upon written request to the Department of Personnel/Human Resources prior to the examination date.
- F. A member who is hospitalized on the date of the written examination shall be allowed an alternate written examination date upon written request to the Department of Personnel/Human Resources.
- G. A member's name shall be permanently removed from a promotional eligibility list where the member separates from employment with the County of Wayne.

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

- H. Except as otherwise provided for in this Article, the Sheriff ~~or Airport Director~~ must promote, appoint, and certify the highest person on the promotional eligibility list in existence at the time a vacancy is declared to exist by the Director of Personnel/ Human Resources.
- I. All temporary positions shall be filled from an existing promotional eligibility list.
- J. In accord with the current agreement and practice, discretionary assignments to the County Executive's Office shall continue to include the authority of the County Executive to promote one (1) employee to the classification of Police Sergeant. Additionally, Police Officers assigned on a discretionary basis to the County Executive's Office and its security detail will receive temporary assignment pay at the entry level of Police Sergeant.

15.06

- A. No later than thirty (30) calendar days after the release of the written test result, an employee may appeal his or her promotional rating in writing to the Civil Service **Commission** for the following limited reasons:
 - 1. A question on the written examination was not job related;
 - 2. A question had more than one (1) answer or was ambiguous.
 - 3. Education points were not totaled properly.
- B. The decision of the Civil Service Commission shall be final and shall not be subject to the grievance procedure.

15.07 **Corporal**

- A. Upon completion of ~~fifteen (15)~~ **thirteen (13)** years of continuous service as a Police Officer for the County of Wayne, a Police Officer shall attain the classification of Corporal.

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

due to illness resulting from a service-connected disability, and 90 days or leaves of absence granted because of personal illness in any one year shall not be deducted.

- B. For those Police Officer members who have been laid off and subsequently recalled, the time that they had actually been employed as a Police Officer will be credited towards the ~~fifteen~~ ~~(15)~~ thirteen (13) years of continuous service.

15.08

The classification of Detective will be eliminated upon execution of this Collective Bargaining Agreement by the County Executive. No positions will be allocated or reclassified to, nor will any employee be promoted or demoted into, a classification of Detective. All current employees occupying the classification of Detective will be reclassified to the classification of Sergeant, subject to a Memorandum of Understanding set forth in the Act 312 Award dated December 12, 2007.

19. A majority of the Panel adopts the County’s Last Best Offer on Article 39, “Differential Pay,” that basically maintains Article 39 as written.

20. A majority of the Panel adopts the following language as to reserves:

44.04 Reserve Officers

The Sheriff may utilize Reserve Officers at his discretion, so long as they are not utilized as a replacement of employees occupying existing and approved budgeted positions.

21. A majority of the Panel adopts the Last Best Offer of Local 502 regarding Article 43, “Drug Policy,” as follows:

43.03.C.4

E. Review Committee

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

43.04 Consequences of Violating the County Drug Policies

Disciplinary action will be initiated against any employee found to be in violation of this drug policy. The severity of the action chosen will depend on the specific offense, the employee’s work record, length of service and any available pertinent evidence.

The disciplinary action imposed shall be in accord with Article 9 of this agreement. In general, where use, possession, sale or distribution of certain drugs would be a basis for a felony charge, the employee will be discharged. If the drug(s) involved

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

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

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

The employee may either request that the remainder of the specimen be retested by the testing laboratory or that the remainder of the sample be sent to another independent testing facility following the same chain of

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

D. Choice of Collection Facility and Testing Laboratory

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

22. A majority of the Panel adopts the Last Best Offer of the County on Article 45,

“Duration of Agreement,” as follows:

ARTICLE 45 – DURATION OF AGREEMENT

This Agreement shall be effective December 1, ~~2000~~ 2004, and shall remain in full force and effect through ~~November~~ September 30, 2004 2008.

This Agreement shall continue in effect for consecutive yearly periods after ~~November~~ September 30, 2004 2008, 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~~ September 30, 2004 2008, or any anniversary date thereafter, of its desire to modify, amend, or terminate this Agreement.

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

23. The parties agree to be bound by the Act 312 Award that the majority of this Panel will issue subsequently as to workers compensation issues and long-term disability issues. The Panel unanimously agrees with this provision.

GEORGE T. ROUMELL, JR., Chairman
Voting in the Majority as to each Award

JOHN MILES, Employer Delegate
Concurring with the Chairman or dissenting as
announced in the text as to each Award

JAMIL AKHTAR, Local 502 Delegate
Concurring with the Chairman or dissenting as
announced in the text as to each Award

Dated: December 12, 2007