

TENTATIVE AGREEMENT

- Between -
THE COUNTY OF WAYNE, MICHIGAN
- And -
POLICE OFFICERS ASSOCIATION OF MICHIGAN

RE: COLLECTIVE BARGAINING AGREEMENT – OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2011

The following terms and conditions represent full and final agreement on all outstanding issues involving wages, hours and working conditions between the County of Wayne, Michigan (“County”) and the Police Officers Association of Michigan (“POAM” or “Union”) for a new Collective Bargaining Agreement (“CBA”) to be effective for the period of October 1, 2008 through September 30, 2011. Unless otherwise indicated, all terms and conditions shall become effective on October 1, 2008 for all active employees of record with the County of Wayne who are members in the POAM bargaining unit on the date the new CBA is executed by the County Executive.

ARTICLE 37 – RETIREMENT

All enhancements and modifications to Article 37 under the terms and conditions of this Agreement shall be applicable only to eligible employees of record with the County who are members of the bargaining unit as of the date the new 2008-2011 CBA is executed by the County Executive.

(New) Hybrid Retirement Benefit Plan #6

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

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

Average Final Compensation shall be equal to the average of the best five (5) out of the last seven (7) years of compensation while a member of the Retirement System and shall include the same payout computation elements included in the Hybrid Plan #5 (i.e., final payouts of excess sick and annual leave under Articles 21.03 and 20.05, overtime and accumulated holiday reserve time).

Normal retirement shall be equivalent to that specified in the Hybrid Retirement Plan #5 in the 2004-2008 CBA (i.e., twenty-five (25) years of credited service at age 55, twenty (20) years of credited service at age 60, eight (8) years of credited service at age 65 or thirty (30) years of credited service without an age requirement).

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

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

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

Employees in Hybrid Plan #6 shall also be allowed to make contributions to the contribution side of Plan #6 with no Employer match, subject to all IRS rules and regulations.

Hybrid Benefit Plan #5

The 2% multiplier shall remain the same.

All newly-hired employees hired on or after October 1, 2008 shall automatically go into Plan #5 and shall contribute 5% of all W-2 compensation to the Retirement System.

All newly-hired employees hired on or after October 1, 2008 shall be allowed to make contributions to the contribution side of Plan #5 with no Employer match, subject to all IRS rules and regulations.

Eligible employees in Defined Contribution Plan #4 may elect to transfer into Hybrid Plan #5 at total actuarial cost no later than thirty (30) calendar days after the date the new 2008-2011 CBA is executed by the County Executive.

Defined Benefit Plan #3

Change Average Final Compensation multiplier to a straight 2.5% for the first 25 years of credited service; however, employees will be required to pay \$500 per year for every year of credited service up to twenty (20) years.

Defined Benefit Plan #2

Employees in Defined Benefit Plan #2 may elect to transfer into Hybrid Plan #5 no later than thirty (30) calendar days after the date the new 2008-2011 CBA is executed by the County Executive at the full actuarial cost difference between the Plan #2 AFC multipliers specified in the 2004-2008 CBA (1% & 1.25%) and the Plan #5 multipliers specified in the 2000-2004 CBA (1.25% & 1.5%).

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General Provisions

The language in Article 37.11(C) and (D) regarding the option for employees in the Post-Retirement Health Care Benefit Trust to elect to return to County-sponsored post-retirement medical benefits after ten years shall be deleted and the return option eliminated.

All employees hired on or after October 1, 2008 shall not be eligible for a 13th check upon retirement.

All issues concerning retirement, including but not limited to, any provisions outlined in Article 37 (Retirement) of the CBA, shall not be subject to Act 312 arbitration until October 1, 2020.

Effective the date the new 2008-2011 CBA is executed by the County Executive, and for no more than thirty (30) calendar days thereafter, eligible employees of record with the County who are members of the bargaining unit and members of either Retirement Plans 1, 2, 3, 5 or 6 may purchase up to a maximum of two (2) years of credited service toward retirement eligibility at total actuarial cost not to exceed \$30,000.

Retirement Incentive

Eligible employees of record with the County who are members of the POAM bargaining unit on the date the new 2008-2011 CBA is executed by the County Executive may apply to retire under the following retirement incentive provisions of this Agreement; provided the employee/bargaining unit member submits his or her retirement application on a date occurring after the new 2008-2011 CBA is executed by the County Executive and retires on or before August 1, 2009.

For eligible employees of record in the POAM bargaining unit on the date the new 2008-2011 CBA is executed by the County Executive who are members of a Defined Benefit or Hybrid Retirement Plan (i.e., Plans 1, 2, 3, 5 or 6) with not less than twenty (20) years of credited service as of December 1, 2008, and that retire no later than August 1, 2009, defined benefit average final compensation shall be equal to the average of the three (3) highest years of compensation while a member of the Retirement System. The standard method used by the Retirement System in calculating the employee's highest years shall continue to be utilized.

Eligible employees of record in the POAM bargaining unit on the date the new 2008-2011 CBA is executed by the County Executive who are members of Defined Contribution Plan #4 with not less than eighteen (18) years of credited service as of December 1, 2008 will be eligible to apply for normal retirement, provided they retire no later than August 1, 2009.

Eligible employees/bargaining unit members retiring under the retirement incentive provisions will be allowed to retire with the same health care plan premium contribution liability as individuals who retired prior to January 1, 2008. However, plan coverage, eligibility and benefits will be in accordance with the language of the 2008-2011 CBA.

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Employees who retire on or before August 1, 2009 may be required to continue employment in their classification for up to six (6) months (not to exceed 1000 hours) following their effective date of retirement based on the resulting staffing needs of the Sheriff in consultation with the Director of the Personnel/Human Resources. All employees continuing their employment under this section will receive compensation for all hours worked at a rate equivalent to the annual base wage rate received by police officers at the Step 3 wage rate level (i.e., \$36,241).

On a one-time, non-precedent setting basis, employees that successfully complete the required service of up to six (6) months (1000 or less hours) in good standing, as determined by the Sheriff, will be issued a retirement ID card, provided they have completed a minimum of sixteen (16) years of service with the Wayne County Sheriff's Office.

Employees required to continue employment shall be "at-will" employees and shall in no way, at any time, gain regular status or attain any rights or privileges enjoyed by regular status employees represented by the POAM bargaining unit. Additionally, these "at-will" employees will continue to be subject to all the rules and regulations of the Sheriff's Office, but shall not have access to any benefits or rights under the CBA, including but not limited to, the grievance arbitration procedure contained in either Article 8 or Article 9 of the CBA.

At such time as a decision is made to release employees from the program, the first right of refusal will be offered to the those employees with the highest seniority, and the offer will continue to be made in accordance with descending seniority until the appropriate number of employees have vacated their positions. In the event that not enough employees have vacated their positions, the appropriate number of employees will be removed based on lowest seniority. Exceptions to the seniority removal procedure will be made for employees in the following specialized assignments: Bond, Registry, Classification, and Tether. Employees in these assignments may be retained without regard to seniority pending adequate training of respective replacements. However, in no event will such retention exceed the six (6) month period. Seniority for the purposes of this provision will be defined as bargaining unit seniority attained prior to the employee's retirement from the County and will not result in these employees obtaining any contractual rights or benefits whatsoever, or otherwise change their status as "at-will."

ARTICLE 38 – ECONOMICS

There will be no wage increases for the term of the 2008-2011 CBA.

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

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Effective beginning the date of execution of the 2008-2011 CBA by the County Executive, employees in the classification of Corporal will receive the additional one-thousand dollars (\$1,000.00) per year provided under Article 38.01(C) of the CBA upon completion of eighteen (18) years of credited service.

ARTICLE 31 – INSURANCE PROGRAMS

Effective the first open enrollment date after the 2008-2011 CBA is executed by the County Executive, the County will make available an additional medical plan option (i.e., High Deductible Plan). Deductibles and co-pays will be established by the County and otherwise subject to IRS rules and regulations.

Effective the date the CBA is executed by the County Executive, the County will increase the life insurance benefit provided under Article 31.09(A) of the CBA to \$30,000.

ARTICLE 45 – DURATION OF AGREEMENT

The term of the new CBA shall be for three (3) years, effective for the period of October 1, 2008 through September 30, 2011.

ARTICLE 7 – REPRESENTATION

If the Union selects an officer assigned to a Division or Unit in a discretionary position as a union steward, the Union President shall make the request in writing to the Sheriff for approval. If approved, it is understood that the steward may be removed from the discretionary assignment for any reason, thus ending the steward's appointment. During the appointment, the steward will have no rights to the position, or union officer rights that a seniority union officer has, etc., as it relates to their removal.

The parties agree that despite the fact that the 3rd Judicial Circuit Court operates in separate buildings, the Court is viewed as one Division and, therefore, while the Union may have an alternate steward working in each of the court buildings, there will be one Chief Stewart assigned to the Court Division.

ARTICLE 43 – DRUG POLICY

Article 43.04 (Consequences for Violation) shall be amended to read:

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

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ARTICLE 14 – SHIFT PREFERENCE & TRANSFERS

Thirty (30) work day trial period for discretionary officers in Equal Balance Units.

Move Mounted Unit from qualification board (QB) designation to discretionary (D).

Add Secondary Roads to the list of Equal Balance Units.

Article 14.02(B) shall be amended to read:

“The Union shall make applications for transfer to seniority-bid positions available to employees in the bargaining unit. Employees shall return the transfer applications to the Union for processing. A transfer shall be defined as an interdepartmental, inter-divisional or intra-divisional transfer to a vacant position. The employee is limited to one (1) transfer during a twelve (12) month period.”

Officers assigned to grant or contractually funded, or special skills positions shall have their respective seniority bids seeking assignments to temporary or seasonal positions reviewed for approval by the Sheriff or his designee on a case by case basis to determine if the transfer is in the best interest of the Sheriff’s Office and/or the funding source. Officers denied such transfer may request a meeting with the Union and a representative of the Sheriff’s Office to receive an explanation of the reason(s) for the denial. No transfer request into one of these positions will be unreasonably denied.

In the event the Sheriff seeks to obtain and create new contract-for-service jobs during the term of the 2008-2011 CBA, the parties agree to have meaningful discussions and negotiations for the purpose of allowing the Sheriff to formulate the most cost efficient bid for the provision of service.

The current CBA language allows the Sheriff to remove seniority employees from certain specific units based solely on his discretion. Beginning with the implementation of the 2008-2011 CBA, when the Sheriff chooses to exercise his discretion to remove an employee from one of these specific assignments, he will offer an explanation to the Union as to why the employee was removed. However, such explanation will not be subject to a just cause standard.

ARTICLE 20 – ANNUAL LEAVE

Officers will be permitted to bid for vacation time off on a quarterly basis. The bid requests will be for a minimum of three days off. The maximum number of days per bid will be consistent with the language in the current CBA. Officers’ preferences as to time off for vacation will be considered subject only to the ability of the Sheriff’s Office to maintain the highest standard of protection for the County’s welfare. Officers shall be entitled to submit vacation bids based on the following conditions:

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- A. During the vacation bid period, each employee shall be entitled to submit vacation bid requests by seniority for the next three-month period.
- B. The number of selections granted for any given day shall be subject to the ability of the Sheriff's Office to maintain the highest standard of protection of the County's welfare.
- C. Each employee may submit more than one vacation request, but multiple requests must state the employee's order of preference (i.e., selection 1, selection 2, selection 3, etc.).
- D. The first pick shall be granted to an individual by seniority, and secondary requests by that individual will be set aside until each employee of lower seniority has had one selection granted.
- E. Next, secondary requests will be considered under the same process. The process will continue in the same manner until all of the submitted requests have been approved or denied.
- F. Once an employee's vacation bid has been approved, they cannot lose the ability to take that time off due to another employee attempting to exercise his or her seniority rights.
- G. Employees who wish to receive approval for a vacation that may carry-over into the next succeeding bid period, may do so if such days in the next period are directly subsequent to the approved vacation in the current bid period (i.e., no scheduled work days between the vacations).
- H. After the selection process, any employee may request a vacation day on a first come first served basis. Approval of this request is at the sole discretion of the Sheriff or his designee and is predicated on the conditions outlined above.

If an employee is approved to be on a vacation day and the employee returns to work on that day, unless the employee has a reasonable excuse that is acknowledged and approved by the Sheriff or his designee, the employee shall forfeit all subsequent days associated with that specific approved vacation bid selection and other employees may request time off on those days based on a first come first served basis.

ARTICLE 30 – UNIFORM, CLOTHING & EQUIPMENT ALLOWANCE

Effective the first payday following November 1, 2010, eligible employees of record in the POAM bargaining unit will receive a one-time, lump sum supplemental uniform allowance of \$500.00.

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Effective the first payday following December 1, 2010, eligible employees of record in the POAM bargaining unit will receive a one-time, lump sum supplemental uniform allowance of \$500.00.

To be eligible for the one-time supplemental allowances, an employee must be an active employee of record in the bargaining unit on both the date the 2008-2011 CBA is executed by the County Executive and the pay date of the applicable supplemental allowance.

ARTICLE 35 – ACADEMY

Existing Academy language in Article 35 shall be suspended for the duration of the 2008-2011 CBA; however, the Sheriff shall conduct flex Academies with the conditions to be negotiated between the parties.

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

ARTICLE 1 – RECOGNITION

Add provisional employees to list of individuals eligible for the temporary pool.

ARTICLE 44 – GENERAL PROVISIONS

Article 44.04 (Reserve Officers) shall be amended to read:

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

ALL OTHER MATTERS

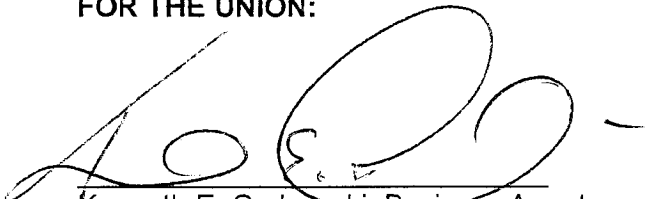
All other provisions of the current Collective Bargaining Agreement (December 1, 2004 through September 30, 2008) except as changed by this Agreement shall be continued in status quo.

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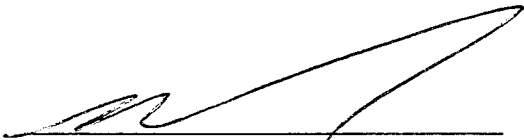
If this Agreement is not ratified by the Union by June 22, 2009, or subsequently by the Wayne County Commission, the County reserves the right to modify, change, and/or withdraw in part or in whole any of the above terms and conditions, and it further shall not be bound by any of the terms negotiated and/or agreed to in this Settlement Agreement and shall thereafter be free to negotiate any new terms and conditions with the Union without restriction or claim of regressive bargaining from the Union.

FOR THE UNION:



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

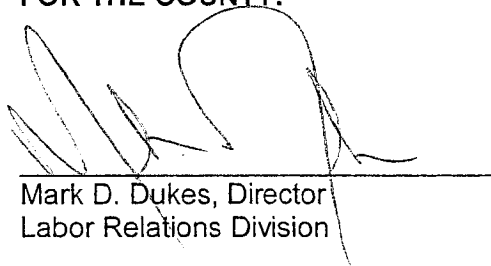
Date: 6-9-09



Michael Royal, President
POAM / Wayne County

Date: 6-9-09

FOR THE COUNTY:



Mark D. Dukes, Director
Labor Relations Division

Date: 6/9/09



Daniel Pfannes, Undersheriff
Wayne County Sheriff's Office

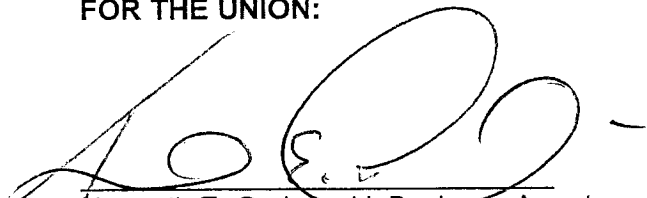
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FOR THE UNION:



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

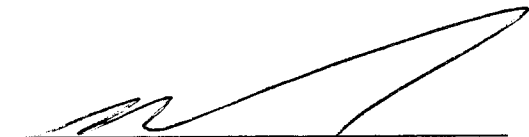
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FOR THE COUNTY:



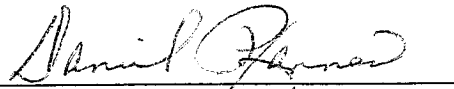
Mark D. Dukes, Director
Labor Relations Division

Date: 6/9/09



Michael Royal, President
POAM / Wayne County

Date: 6-9-09



Daniel Pfannes, Undersheriff
Wayne County Sheriff's Office

Date: 6/9/09

(In addition to this T/A, your bargaining committee was successful in restoring seniority re-call rights to all laid-off deputies)

MEMORANDUM OF AGREEMENT

THE COUNTY OF WAYNE ["COUNTY"]

- AND -

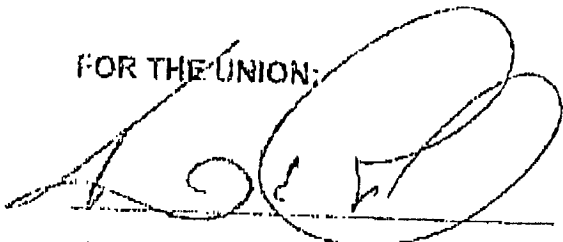
**POLICE OFFICER ASSOCIATION OF MICHIGAN-WAYNE COUNTY DEPUTY
SHERIFF'S LOCAL ["POAM" or "WCDSA" or "UNION"]**

RE: RETIREMENT PLAN CONSOLIDATION

In the name of peaceful and harmonious labor relations, the County and the Union agree to the following terms and conditions contained in this Memorandum of Agreement.

1. During the term of the 2008-2011 Collective Bargaining Agreement, with sixty (60) days notice by either party, and for not more than 180 days thereafter or the specified termination date of the contract, whichever is earlier, the parties agree to explore the feasibility of combining pension plans and other areas of improved pension administration. Any and all changes must be negotiated and mutually agreed upon by the parties. Additionally, all agreements are subject to applicable federal, state and local law, and amendment of the Wayne County Charter and Wayne County Retirement Ordinance.
2. Neither this Agreement nor any discussions nor any resulting verbal or written agreements by the parties will be subject to either grievance arbitration under Article 8 of the Collective Bargaining Agreement or Act 312 arbitration. Consequently, a neutral, third party arbitrator will have no jurisdiction to hear or render a decision regarding any matter covered under this Agreement or any future agreements. This Agreement will not invalidate, nullify or otherwise affect the parties' agreed upon exclusion of retirement issues from Act 312 arbitration through October 1, 2020.

FOR THE UNION:



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

DATE: 6-9-09

FOR THE COUNTY:



Mark D. Dukes, Director
Labor Relations Division

DATE: 6/9/09