

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WARREN EVANS, WAYNE COUNTY EXECUTIVE, AND  
WAYNE COUNTY SHERIFF

- AND -

POLICE OFFICERS ASSOCIATION OF MICHIGAN

OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2019



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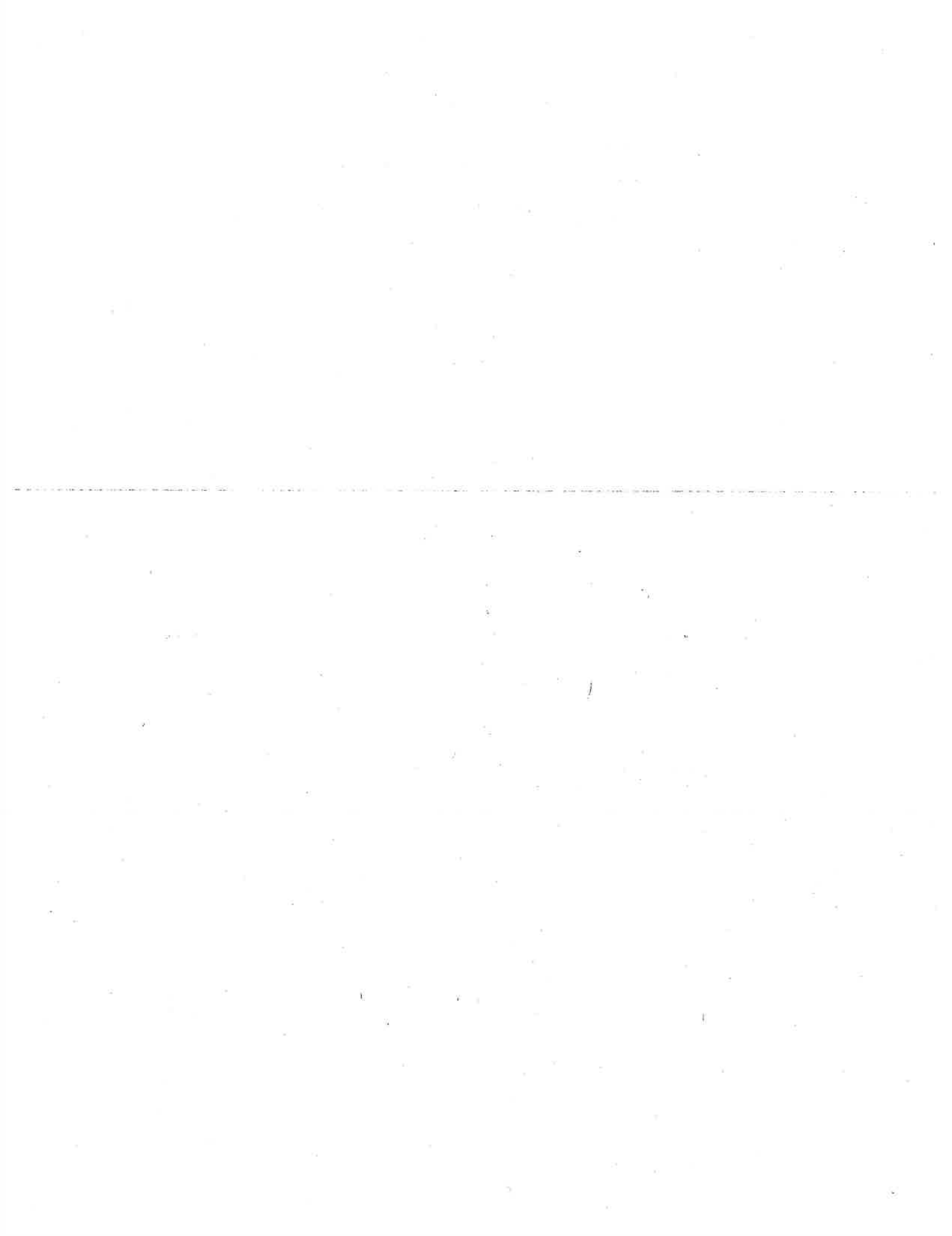


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AGREEMENT

This Agreement is entered into between the County of Wayne, Michigan, and the Wayne County Sheriff (hereinafter referred to as the "Employer"), as represented in negotiations by the Labor Relations Division, and Police Officers Association of Michigan, (hereinafter referred to as "POAM" or the "Union").

PURPOSE AND INTENT

The purpose of this Agreement is to set forth certain terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual benefit of the Employer, its employees, and the Union.

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

Therefore, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

The parties recognize that the Employer is legally and morally obligated to guarantee to all citizens a fair and equal opportunity for employment and to these ends agree that no person shall be denied employment, or membership in the Union, nor in any way be discriminated against or harassed because of sex, age, height, weight, race, color, creed, national origin, political or religious belief, marital status, or sexual orientation.

The parties expressly understand and agree that where an employee alleges that he or she has been the subject of any type of discrimination, retaliation or harassment prohibited under any State or Federal statute or County policy, the employee shall not have access to the grievance arbitration procedure contained in Article 8 of this Collective Bargaining Agreement. All complaints or claims for relief relating to the alleged discrimination, retaliation or harassment shall be filed with the appropriate State or Federal administrative agency or County official, or filed with the appropriate State or Federal court of law.

ARTICLE 1  
RECOGNITION

1.1: Pursuant to and in accordance with the applicable provisions of the Public Employment Relations Act of the State of Michigan, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining over wages, hours, and working conditions for all full-time Police Officers and Corporals permanently employed by the County of Wayne performing non-supervisory law enforcement work.

1.2: Work specifically related to law enforcement and/or the direct supervision of inmates traditionally performed by bargaining unit members that are MCOLES and/or MSCTC certified officers shall be performed exclusively by members of the Union.

Consistent with the preceding paragraph, the County may, at its sole discretion, choose to have specific work performed by temporary officers, civilians and or private non-governmental entities. In the event the County seeks to exercise one of these options, the Union will be notified in advance of any final decision. Such notice to the Union will be in writing and describing in detail the services that will be performed.

The following work is subject to being performed by temporary officers and/or private non-governmental entities:

Court Division:

- Third Circuit Court Civil Division
- Probate Court Civil Division
- Third Circuit Court Criminal Division (temporary MCOLES certified officers only) - FMHJ Lobby Security Detail. (While this work may be performed by temporary officers, it will not be performed by a private non-governmental entity.)

Jail Division 1:

- Phone Bank (3FTE's)

Jail Division 3:

- Electronic Monitoring Unit and Case Management (6 FTE)

Furthermore, in the event that County employs temporary officers to perform work, these employees shall pay dues and services fees to the Union.

The following work is subject to being performed by civilians:

Jail Division 1:

- Supply Officer (1 FTE)
- Linen Exchange Officer (1 FTE)
- Inmate Property Officer (1 FTE-days; 1 FTE-afts)
- Bond Officer (1 FTE-days; 1 FTE-afts)
- Classification Unit Officer (2 FTE)
- Writ Officer (1 FTE)

Jail Division 3:

- Bond Officer (1 FTE)
- Registry Officer (1 FTE)
- Inmate Clothing/Linen Exchange/Sanitation (1 FTE)
- Inmate Property Officer (1 FTE)
- Classification Officer (2 FTE)
- Electronic Monitoring Unit - Monitoring and Case Management (6 FTE)

1.3: 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 the duties of a critical service nature. It is further agreed that the uninterrupted performance of duties is necessary for the preservation of and promotion of the public safety, order and welfare, all employees of this bargaining unit are recognized by the parties to be eligible for Public Act 312 of 1969.

1.4: Notwithstanding Article 1.2 of this Agreement, the Sheriff shall have the right to utilize the services of temporary police officers to fill any absences or vacancies for any work assignment. All individuals selected for a temporary police officer assignment must have retired in good standing from a Wayne County Sheriff's Department law enforcement classification or a police department or been selected from an applicable eligibility list or be a provisional employee. But first preference shall be a retired former Wayne County Sheriff's Department law enforcement employee when available.

The County will create two separate temporary worker pools: one for MSCTC certified officers to work in the jails and the second for MCOLES certified officers which can be deployed external of the jails. An officer with both MSCTC and MCOLES certifications will be allowed to work in units both in and outside of the jails.

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 in order that the Union bargain on their behalf for wages. 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 parties agree that references to temporary police officers in this section also includes student deputies pursuant to any cadet program the County participates in whereby students in local colleges are placed in the jail as provisional Wayne County employees pursuant to a program developed by both the County and the educational institution. These student deputies shall be members of the bargaining unit for the sole purpose of paying dues on a pro-rated basis in order that the union bargain on their behalf for wages. However, student deputies 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.

## ARTICLE 2 MANAGEMENT RIGHTS

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

2.2: Notwithstanding anything in Article 14.1, the employer has the right to assign deputies where necessary for a particular shift to maintain staffing levels and continuity of operations. The employer shall also have the right to assign an officer to any position, as it sees fit, during the pendency of an internal and/or criminal investigation.

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

### ARTICLE 3 AID TO OTHER UNIONS

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

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

### ARTICLE 4 UNION SECURITY

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

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

4.3: Employees covered by this Agreement who are not members of the Union on its effective date and who have been employed for less than thirty (30) days, and employees hired or rehired into the Bargaining Unit after the effective date of this Agreement who do not make application for membership in the Union within thirty (30) days after completion of thirty (30) days of service shall, commencing with the first bi-weekly payroll period thereafter and for the duration of this Agreement, pay to the Union the service charge defined in Section 4.2 above. The Employer agrees to establish administrative procedures for the implementation of this section of the Agreement.

4.4: No employee shall be terminated under this Article unless the Union has first notified the Labor Relations Director in writing that the employee has elected not to join the Union or pay the service charge, and requested the employee's termination. Termination of employment shall take place not later than the pay period following the Union's notice to the Labor Relations Director.

ARTICLE 5  
PAYMENT OF UNION DUES

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

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

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



5.4: Deductions for each payroll period shall be remitted to the designated financial officer of the Union, with a listing of employees for whom said deductions were made. The remittance of the electronic fund transfer and corresponding deduction register will occur no less than one (1) time per calendar month on the second pay date of each calendar month. This remittance will cover the first two (2) pay dates of the month. On those two (2) occasions during the calendar year, where there are three (3) pay dates in the calendar month, the County will remit the electronic fund transfer and deduction register on both the second and third pay date of the calendar month. The first remittance will cover the first two (2) pay dates of the calendar month. The second remittance will cover only the third pay date of the calendar month.

5.5: The Employer shall not be liable to the Union by reason of the requirements in Articles 5 and 6 of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the employees.

5.6: The Union will protect, hold harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Articles 5 and 6 of this Agreement.

ARTICLE 6  
PAYMENT OF SERVICE CHARGE

6.1: Employees who do not make application for membership in the Union as outlined in Article 4 shall tender the monthly service charge by signing the "Authorization for Deduction of Service Charge" form.

6.2: Upon notification by the Union to the Employer that the employee has elected not to make application for membership in the Union, the employee shall be directed by the Union to sign an "Authorization for Deduction of Service Charge" form, and be informed of the provisions of this Agreement relating to non-compliance. The Union security provision under Article 4 shall not be operative as to any individual non-member who contests this Article regarding the appropriateness of the amount of service fees charged, as required by law.

6.3: Deductions for each payroll period shall be remitted to the designated financial officer of the Union, with a listing of employees for whom said deductions were made. The remittance of the electronic fund transfer and corresponding deduction register will occur no less than one (1) time per calendar month on the second pay date of each calendar month. This remittance will cover the first two (2) pay dates of the month. On those two (2) occasions during the calendar year, where there are three (3) pay dates in the calendar month, the County will remit the electronic fund transfer and deduction register on both the second and third pay date of the calendar month. The first remittance will cover the first two (2) pay dates of the calendar month. The second remittance will cover only the third pay date of the calendar month.

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

The Union will defend, indemnify and hold harmless the Employer from any and all claims, demands, suits and other liability, by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

6.5: Any individual non-union member under Article 4 may contest this Article regarding the appropriateness of the amount of the service fees charged, as required by law.

#### ARTICLE 7 REPRESENTATION

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

7.2:

A. Five (5) Chief Stewards shall be selected by the Union in the following 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  
for the entire Circuit Court]
  - Third Circuit Court - Civil Division and  
Probate Court (City-County Building,  
Out-County Probate Court, Penobscot  
Building) (2 Alternates)
  - Third Circuit Court - Family Division -  
Juvenile Section (Juvenile Court,  
Juvenile Detention Facility) (2  
Alternates)
  - Third Circuit Court - Criminal Division  
(2 Alternates)
  - Court Services Division - (1) Chief  
Steward for the entire 3<sup>rd</sup> Circuit Court  
and one Alternate Chief Steward. The  
Alternate Chief Steward shall not be  
simultaneously relieved from duty with  
the Chief Steward or an Alternate  
Steward assigned to the court system.  
The Sheriff reserves the right to cancel  
and withdraw the position of Alternate  
Chief Steward.
5. Field Services Division (4 Alternates)<sup>1</sup>

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

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<sup>1</sup> Two (2) of the alternate stewards from the Field Services Division shall be responsible for representing those employees assigned to special operations in plainclothes units. The Sheriff may exercise his or her authority to remove these two (2) alternate stewards if they occupy discretionary positions, provided the removal is not based on the steward performing union representative business.

7.4:

- A. All Stewards, during their working hours, without either loss of time or pay, may investigate and present grievances in accordance with Article 8 including attendance at special conferences, after notification 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. The supervisor shall be advised as to the expected length of absence and the Stewards shall return to their assigned work location immediately upon completion of the business for which the release was granted.

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

- B. The Divisional Chief Steward or Alternate Steward shall be released to represent their members 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 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.

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

- C. Chief and Alternate Stewards may be elected or appointed from either a seniority bid or a discretionary position. 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. However, Chief and Alternate Stewards shall not be transferred from their seniority bid position to another Division except by mutual agreement between the Union and the Sheriff.

- D. All Chief Stewards shall have the highest seniority within their Division and shall be allowed to exercise this seniority for the purpose of vacations. All Chief Stewards shall be assigned to a position on the day shift within the job functions for which they have bid.

- E. Overtime will not be utilized to replace officers absent for collective bargaining agreement administration.

7.5:

- A. The Local Union President, 1st Vice President and 2nd Vice President shall be released on a full-time basis from 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. 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.
- 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, 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.
- 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.
- 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).

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.

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

The designated Vice President shall be permitted to inspect related departmental records and to confer with employees of the department relating to charges initiated against a member.

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

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

#### ARTICLE 8 SETTLEMENT OF DISPUTES

8.1: 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 fifteen (15) days of the date of such alleged violation, discuss the alleged violation with the employee's Lieutenant. The Lieutenant shall make arrangements for the employee to be off the job for a reasonable period of time, if necessary, in order to discuss the complaint with the Steward. A Wayne County Sheriff's Officer holding the rank of Captain or Lieutenant will supply an answer to the Union within fifteen (15) 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 fifteen (15) 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 within fifteen (15) 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 and/or his or her designated representative(s), the Grievance Committee of the Union and the grieving party or parties shall be held within fifteen (15) days after referral to the Sheriff to



discuss the grievance. If unresolved at this meeting, the Sheriff shall give a written answer within fifteen (15) 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 Counsel and/or POAM 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 fifteen (15) 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 forty-five (45) 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 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 substitute a non-discipline grievance.
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 on 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. Grievances shall be heard in accordance with the published rules of the American Arbitration Association, unless otherwise provided in this Agreement.
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- B. Arbitration shall be invoked within thirty (30) days by written notice to the other party of intent to arbitrate. Notwithstanding any other section of this Agreement, other than in cases of termination, Arbitration may only be invoked after the parties have completed Steps 1 through 4.
  - 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, 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.

8.2:

- A. It is understood between the parties hereto that any of the time periods provided may be extended

by mutual written agreement. For purposes of this Article, the time periods shall be calendar days.

- B. If the Union fails to timely appeal an answer at any Step after Step 1 of the grievance procedure, the grievance shall be deemed to have been withdrawn.
- C. If the Employer fails to timely answer at any Step after Step 1 of the grievance procedure, the Union may move the grievance to the next step of the grievance procedure. If the Employer fails to timely answer at Step 4 of the grievance procedure, the grievance shall be deemed granted by the Employer. Appeal of an unanswered grievance shall be made within ten (10) days of the date the answer was due.
- D. Settlement of a grievance shall be binding on the parties and the grievant in the settled matter only, unless by written statement the parties mutually agree to extend the terms of the settlement to other matters.

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

#### ARTICLE 9 DISCIPLINARY PROCEDURE

9.1: 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 7.6.

9.2: 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.

9.3: 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.

9.4: 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.

9.5: 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.

9.6: Any disciplinary matters shall be removed or destroyed from the personnel record upon the written request of an employee and the 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. If the member has no current record of discipline prior to the discipline hearing and the result of the hearing is a Written Reprimand or less, the discipline will be removed from the employee's record after 12 months of satisfactory service. 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.

9.7: The Sheriff or his or her designee 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(L), 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).

9.8: All disciplinary action shall be for just cause.

9.9: An employee suspended without pay may forfeit, in lieu of a suspension, an equal number of accumulated Annual Leave, Holiday, Personal Business Leave, or Birthday Holiday days.

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 may suspend without pay and/or benefits other than healthcare any employee prior to an Administrative Review, who is criminally charged with the commission of any felony, or a misdemeanor if that misdemeanor involves theft, dishonesty, or moral turpitude.
- K. 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 theft, dishonesty, or moral turpitude the employer will continue to pay the employee's contractual health care 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 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, or his or her designee 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 or 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.
- 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 the Sheriff's Office determines that an employee is to be discharged as a result of the Administrative Review and Determination Hearing, 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, 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 Step 4 answer, unless the Arbitration hearing has been postponed by mutual agreement of the parties or at the request of the Arbitrator.

9.17: In all arbitration hearings involving discipline, the County shall carry the burden of proof in order to substantiate the charges brought against the employee. 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: 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.

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 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.

#### ARTICLE 10 SPECIAL CONFERENCES

10.1: It is mutually agreed that a Special Conference shall be arranged upon the request of the Union, the Sheriff or the

Labor Relations Division Staff if any party deems it necessary to the maintenance of orderly labor-management relations pursuant to the terms and conditions of this Agreement. (Unless otherwise agreed, Special Conferences shall be held within forty-eight (48) hours of said notice or request, excluding weekends and holidays).

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

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

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

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

#### ARTICLE 11 STRIKES AND LOCKOUTS

11.1: Adequate procedures have been provided by Articles 8, 9, and 10 of this Agreement and Public Acts 379 (1965), as amended, for the settlement of any grievance(s), dispute(s), or impasse(s) which may arise between any one (1) or more of the members in the Bargaining Unit covered by this Agreement or the Union, its members, representatives, officers, or committees, and the Employer.

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

11.3: The Employer shall have the right to discipline or discharge any member for violating the provisions of Section 11.2. It is understood that the Union shall have recourse to the Arbitration procedure with respect to such discipline or discharge, limited to the issue of whether or not the member did violate the provisions of Section 11.2.

ARTICLE 12  
CIVIL SERVICE RULES

12.1: To the extent they are not in conflict with other provisions of this Agreement, the existing Wayne County Civil Service Rules, together with any amendments subsequently adopted and approved, are incorporated by reference into this Agreement. No modification, deletion or change shall be effective without prior notification and bargaining with the Union and the mutual agreement of the parties.

ARTICLE 13  
SENIORITY

13.1:

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.

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

13.2: Probationary Employees.

A. The parties recognize that the probationary period is an integral part of the evaluation process for determining the capabilities of Police Officers. Therefore, all Police Officers hired shall undergo a one (1) year probationary period.

B. Written evaluations shall be prepared by the officer's Division Command summarizing job performance of the probationary Police Officer, and the reports shall be reviewed with the probationary Police Officer.

C. If, during the one (1) year probationary period, the Sheriff has reason to believe, based upon evaluations of supervisory personnel, that a probationary Police Officer's employment should be terminated, an Executive Administrative Hearing shall be conducted by a Division Commander from a Division other than that in which the probationary Police Officer is assigned, for the purpose of reviewing the probationary Police Officer's ability to satisfactorily perform his or her work. The Executive Administrative Hearing Officer shall be authorized to recommend the termination of a probationary Police Officer's employment, or any lesser action, provided that the final decision shall be made by the Sheriff. The Executive Administrative Hearing shall be concluded and the recommendations of the Executive Administrative

Hearing Officer submitted to the Sheriff prior to the completion of the probationary period.

- D. The decision of the Sheriff to terminate a probationary Police Officer may only be appealed by the probationary Police Officer to the Civil Service Commission.

It shall not be necessary for the Employer to establish the existence of just cause or misconduct sufficient to support a discharge.

13.3: In the event an employee is separated as a result of disciplinary actions and subsequently reinstated to his or her position, the employee's seniority shall be maintained from the original date of hire. In the absence of an arbitrator's award to the contrary, no such accrual of seniority shall occur for separations exceeding thirty (30) days.

13.4:

- A. The Employer shall maintain a seniority list which shall include the current seniority ranking of all employees covered by this Agreement. The seniority list shall contain the employee's original date of appointment, and any change thereof, including changes in classification. The seniority list shall be furnished to the Union not later than sixty (60) days following approval of this Agreement by the parties thereto, and shall be maintained on a current basis thereafter.
- B. In the event of a tie in seniority, the tie shall be broken by the employee's ranking on the Civil Service eligible list from which the employee was certified. In the event there are two (2) eligible lists in existence, employees hired from the older list shall be ranked first before employees hired from the new list.

13.5: An employee shall lose his or her seniority ranking for the following reasons only:

- A. Resignation or voluntary quit.



- B. Discharge or permanent removal from the payroll and the separation is not reversed through the grievance procedure, or as otherwise may be provided by law.
- C. Does not return to work when recalled within five (5) work days after receipt of notice of recall from layoff.
- D. Does not return to work at the expiration of an approved leave of absence without a valid and acceptable reason to the Sheriff.
- E. Absence from work for five (5) or more consecutive work days without sufficient notification to the Shift Command Supervisor as to the reason for said absence, shall be deemed a voluntary quit.
- F. Voluntary or regular service retirement.

If an employee is promoted out of this Bargaining Unit, his or her seniority shall not accumulate but shall be frozen. Upon returning to the Bargaining Unit, time served outside of the Bargaining Unit will not be counted toward Bargaining Unit seniority, and the employee shall start accumulating seniority from the date he or she returned to the Bargaining Unit.

13.6: Layoff, Displacement, and Recall.

- A. After all probationary officers have been laid off, the Employer may lay off Police Officers in accordance with their Bargaining Unit seniority.
- B. For the purposes of layoff, displacement and recall, superseniority shall apply to Union Officers and representatives only if they are involved in the grievance procedure. In the event of a layoff, the Union will provide a list of Union Officers involved in the grievance procedure for the Employer. The Union, upon request, shall assist the Employer in all matters pertaining to layoff and recall.

- C. Recall shall be in accordance with strict Bargaining Unit seniority by which the last Police Officer laid off shall be the first Police Officer recalled.
- D. In the event the Employer is required to lay off Police Sergeants or other Command Officers, they shall have the right to return to the Bargaining Unit. In doing so, the former command officer shall forfeit any bid or shift rights until the next bid period. All Sergeants demoted or laid off shall have their names placed on the recall list for their respective classification and shall be guaranteed the first promotion to the respective classification, whether permanently or temporarily assigned.
- E. Employees may elect to be paid in cash for all accumulated leave and holiday time upon separation from County service due to lay off. As an alternative, an employee may bank this time for immediate use on recall or for cash at a future date. Employees choosing to be paid should complete a Leave Accumulation Election Form (CS-360), available from the Employer.
- F. An employee on layoff shall continue to earn seniority while on layoff up to and including two (2) years; seniority shall be used for all rights and benefits under the contract. No retirement benefits shall accrue to an employee on layoff.
- G. Notices of layoff shall be prepared by the Employer. The employee shall be notified at least two (2) weeks prior to the effective date of the layoff. Notice shall be made by personal service or letter by U.S. Mail to the employee's last known address.
- H. Notice of recall from layoff shall be by certified mail to the employee's last known address.

ARTICLE 14  
SHIFT PREFERENCE AND TRANSFERS

14.1: 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 February 1st through February 15th, to be effective with the first 28 day schedule after March 1st annually, and on August 1st through August 15th, to be effective the first 28 day schedule after September 1st annually.
- C. For those employees assigned as 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.

14.2: Permanent Transfers.

- A. Employees may apply for transfer to any vacant position within their classification in the same or a different division, as indicated in Section 14.03 (A) of this Article, with the exception of those exempted as discretionary.

- B. 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.
- 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 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 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 for a period of twenty-four (24) months or until all of his or her discipline of record becomes inactive as provided in Article 9.6, 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, in writing, requesting the reasons for the denial within ten (10) calendar days of the Sheriffs refusal. The Sheriff 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 his or her former job assignment, provided that, if returned by the Sheriff, written reasons for such action shall be given the employee and the Union at the time of return.

If, during the thirty (30) day period, the employee elects to be returned or the Sheriff 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. If the job assignment being vacated is a specialty position and a list of qualified officers does not currently exist, then the employee may be required to remain in the position until a Departmental Qualification Board provides a list of employees qualified to fill the position.

- H. 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.
- I. As indicated in this Agreement, the Sheriff maintains the right to remove seniority-bid employees from certain specific units based solely on his discretion. Prior to exercising his discretion to remove an employee from one of the designated discretionary removal assignments, the Sheriff 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.
- J. Upon hire, all probationary employees shall be assigned to a seniority bid position in one of the Jail Divisions. At the Sheriff's discretion, probationary employees may be eligible for transfer outside of the Jail Divisions after six (6) months from the date of hire.
- K. 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.
- L. Officers who are state certified police officers at the time of hire and later exercise a bid to a vacant position are subject to being bumped from the bid position by a higher seniority officer who becomes state certified at a later date.

- M. Effective December 12, 2007, the classification of Detective will be eliminated. Assignments to positions requiring the performance of duties previously performed by employees in the Detective classification will be at the sole discretion of the Wayne County Sheriff.

14.3: Job Assignments.

- A. All job assignments listed below are open to bid unless otherwise indicated by a (D) (Discretionary), (EB) (Equal Balance) or (QB) (Qualification Board) following the assignment name.
- B. Whether the position of Medical Distribution Rounds Officer shall be a discretionary assignment will be collectively bargained by the parties prior to assignment.
- C. 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)<sup>2</sup>
4. Reception Diagnostic Center (except outpatient hospital assignments)
5. Master Control
6. Basement Key Control

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<sup>2</sup> Master Control in Jail Divisions I and III and the desk lobby units in Jail Divisions I, II and III are seniority units. All officers assigned to equal balance units and Desk Lobby Units may be removed at the discretion of the Sheriff.

7. Administration Building Communications (D)
8. Infirmary
9. Kitchen

**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)<sup>2</sup>
3. Kitchen/Dock Utility
4. Infirmary Segregation
5. Segregation/Infirmary/Program Utility
6. Master Control (D)
7. Classification (D)

C. Job Assignments listed below for the Jail Divisions will not require assignment of bargaining unit employees, but if Management determines that a police officer is to be assigned, the bid process provided for by this section will apply:

1. Inmate Clothing
2. Sanitation/Trustee Detail
3. Maintenance Officer



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

**JAIL DIVISION 1**

1. RDC (outpatient hospital assignments)
2. Prisoner Transportation
3. Inmate Property/Bonds (D)
4. Desk/Lobby Unit (EB)<sup>2</sup>
5. Medical Transfer
6. Visit Search

**JAIL DIVISION 2**

1. Front Desk Unit (EB)<sup>2</sup>
2. Security Support (formerly Backgate/Transfer Unit)

**JAIL DIVISION 3**

1. Transportation
2. Front Desk Unit (EB)<sup>2</sup>

**FIELD SERVICES — ROAD PATROL DIVISION**

1. Park Patrol<sup>3</sup>
2. O.U.I.L. Squad
3. Identification Bureau (QB)

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<sup>3</sup> Officers assigned to the Park Patrol Unit shall be allowed to bid into the Unit by seniority but may be removed from the Unit through the joint discretion of the Sheriff and the Director of the Operation.

4. Secondary Roads Unit (EB)<sup>4</sup>
5. Marine Enforcement (QB)
6. Mounted Unit (D)
7. 3100 Henry Ruff Lockup (D)<sup>5</sup>
8. DDOT Transit Patrol 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 Security<sup>6</sup>
2. Circuit Court Floaters
3. Friend of the Court Security<sup>7</sup>

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<sup>4</sup> Upon the effective date of this Agreement, the first vacant position within the Secondary Roads Unit shall be filled at the discretion of the Sheriff from the seniority bid list. The second vacant position and every other position following a discretionary appointment shall be filled by seniority bid. During the first twelve (12) months, all officers assigned may be removed at the discretion of the Sheriff, regardless of the manner in which they obtained their position. Officers shall be required to successfully complete any required training. Failure to do so shall be cause for removal from the unit.

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

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

4. Friend of the Court Enforcement<sup>8</sup>
5. Civil Process (D)
6. Felony Warrant Unit (D)
7. Juvenile Detention Facility Security

***Wayne County - Probate Court***

1. Court Room Security

**EXECUTIVE DIVISION**

1. Internal Affairs (I.A.) (D)
2. Executive Staff Officers (D)
3. Police Property (D)
4. Drug Enforcement Unit (DEU) (D)
5. Range Officer (QB)
6. Special Response Unit (D)
7. Regional Dispatch Center (EB)
8. Internet Crime Unit (D)

**WAYNE COUNTY EXECUTIVE'S OFFICE**

1. Security Detail (D)<sup>9</sup>

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

<sup>8</sup> Officers assigned to the Friend of the Court Enforcement Unit shall be allowed to bid into the Unit by seniority but may be removed from the Unit at the discretion of the Sheriff.

<sup>9</sup> Appointment to and removal from positions in the CEO Security Detail shall be at the sole discretion of the County Executive.

2. Department of Children and Family Services  
(D)<sup>10</sup>

- 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.

14.4: Departmental Qualification Boards.

- A. The Sheriff shall appoint a Departmental Qualification Board to fill Police Officer and Corporal Specialty positions.
1. The Union shall be consulted with regard to the establishment of new qualifications and new eligibility factors to be used prior to the establishment of a Qualification Board; however, final decision with respect to such matters shall remain with the Sheriff.
  2. The Union shall be permitted to have one (1) observer present at the Qualification Board. The Union shall submit a list of persons who shall act as observers and the observer shall take no part in the oral examination whatsoever.
- B. Specialty positions shall be filled by an officer appearing before a Qualification Board and attaining a passing score. All officers requesting an interview before a Qualification Board shall be allowed to appear providing the officers meet the minimum qualifications established by the Board. Said qualifications shall be itemized on the Departmental posting.

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<sup>10</sup> Appointment to and removal from positions in the Department of Children and Family Services shall be at the sole discretion of the County Executive.

14.5: Equal Balance Units.

- A. In the event the Sheriff creates a new uniform unit, the job assignments within 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.
- 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

14.6: 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 14.3 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 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 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, unless they are the successful bidder on a permanent seniority position and they choose to accept it, the temporary position will be reposted.
- E. Persons transferred to temporary positions shall be returned to their regular assignments when the temporary transfer terminates.

Temporary transfers to vacant budgeted positions may be affected by the Sheriff provided such transfers shall not exceed a ninety (90) calendar day period, without agreement of the Union. In cases where the Sheriff has made a transfer during the pendency of the completion of the approval/denial of a criminal warrant or the completion of an Internal Affairs' Investigation, the Sheriff shall have the authority to exercise management's rights and unilaterally move an individual, irrespective of the timeline associated with the prosecutor's decision or the time needed to complete the IA investigation. This section shall not be utilized to avoid any of the transfer provisions set forth in this Article.

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

the Sheriff and the Union, provided each officer has bid for the position requested.

14.8: Appeals. Grievances protesting transfer decisions shall be submitted at Step 3 of the grievance procedure, and the parties shall do all things necessary to expedite a final resolution.

ARTICLE 15  
PROMOTIONS

15.1: 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 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 2,080 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.

15.2: The qualifications for eligibility to take a promotional examination for the classification of Police Sergeant shall be a minimum of four (4) years of bargaining unit seniority and two (2) years of state police certification prior to the examination.

Employees denied permission to compete in an examination may make written appeal within 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.

15.3: Promotions to the classification of Police Sergeant shall be from an eligible list which shall be determined by:

A. Written Examination                      80 %

B. Higher Education 5 %  
(1.25 points per 30 college semester hours)

C. "Seniority and History 15 %

\* 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. (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.

15.4: A score of 75% 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.

15.5:

- A. Veteran's preference or disabled veteran's preference shall not be used as a factor in promotional examinations.
- B. The County will begin the process of establishing a new prospective promotional eligibility list as soon as 95% of those candidates with a score of 75% or more on the current eligibility list have been exhausted. The County shall notify the Union when 95% percent of those candidates with a score of 75% or more on this list have been exhausted. The new prospective list will take immediate effect at the time the last candidate with a score of 75% or more has been promoted from the current list. The new prospective list will have a duration of 2 years from the date of the preceding list was established. The Union shall be furnished a copy of all lists once they are established. Moreover, the Sheriff may make one discretionary charter promotion off of each list.
- C. Except as otherwise provided for in this Article, promotions to Police Sergeant shall 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. A member's name shall be removed from the promotional eligibility list if the employee waives certification two times.
- H. Except as otherwise provided for in this Article, the Sheriff must promote, appoint, and certify the highest person on the promotional eligibility list in existence at the time a vacancy is declared to exist by the Director of Personnel/Human Resources.
- I. All temporary positions shall be filled from an existing promotional eligibility list.
- J. 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.

- K. In the event of a voluntary demotion from Local 3317, any Officer demoted shall be paid at the Police Officer Step Level III. Bargaining unit seniority will start from the date they were demoted back into the Union.

15.6:

- 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.

15.7: Corporal.

- A. Upon completion of 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 of leaves of absence granted because of personal illness in any one year shall not be deducted.

- B. For those Police Officer members who have been laid off and subsequently recalled, the time that they had actually been employed as a Police Officer will be credited towards the thirteen (13) years of continuous service.

15.8: Effective December 12, 2007, the classification of Detective will be eliminated. No positions will be allocated or reclassified to, nor will any employee be promoted, demoted, displaced or recalled into a Detective classification. In addition, no further examination will be given for the Detective classification.

#### ARTICLE 16 WORK WEEK SCHEDULE

16.1:

- A. The standard payroll work week shall begin at 12:01 a.m., Monday and end at midnight, Sunday. With the exception of Section 16.01(D) below, such workweek shall consist of five (5) scheduled eight (8) hour work periods on as many service days. The two (2) remaining days in the payroll week shall be known as "off days". A member shall not be required to work more than eight (8) consecutive work days except for a state of unexpected emergency. An emergency situation shall be defined as an event which causes a change in the work week which would not have taken place otherwise. An employee shall not be assigned split leave days, except upon mutual agreement.

- B. A member shall be entitled to a meal period of not less than thirty (30) minutes during his or her regular work shift. Insofar as possible, meal periods shall be scheduled on a regular basis by the Department, and/or in relation to the operational needs of each Division.
- C. With the exception of Section 16.01(D), no work week shall consist of less than forty (40) straight time hours.
- D. During the term of this Agreement, the parties shall, at the request of any party, convene a Labor Management Committee for the purpose of establishing a twelve (12) hour shift schedule. The Committee representatives designated by each party shall be knowledgeable and conversant with law enforcement and jail facility staffing requirements, and shall not exceed two (2) representatives for the County, two (2) representatives for the Sheriff, and two (2) representatives for POAM. Additional representatives will be invited to attend, upon the agreement of all parties, where certain information or expertise is required. If a twelve (12) hour shift schedule is adopted by the Committee, it may be established on a limited or experimental basis and may have a fixed duration. Employees may be allowed to staff the new schedule on a voluntary basis and benefits will be computed with a proportional formula as needed. Waivers from weekly overtime requirements shall be requested from federal, state, or local agencies where the adopted twelve (12) hour schedule would be too costly or unreasonably restricted by those requirements. If any party desires to end the twelve (12) hour shift schedule, after a trial period of at least twelve (12) months, they may do so by giving a thirty (30) day written notice to the other parties.

Unless there is a unanimous vote to adopt a twelve (12) hour shift schedule, there will be no unilateral change in Article 16 as it relates to

the implementation of a shift schedule greater than eight (8) hours.

- E. Effective the date of the award by Arbitrator Richard Block, October 16, 2013, the standard payroll work week, within the discretion of the Sheriff, for bargaining units assigned to Jail Division I, Jail Division II, and Jail Division III, shall consist of twelve (12) hour work periods. The Sheriff, in his discretion, will determine which bargaining unit members assigned to these facilities will work these twelve (12) hour shifts. The Sheriff shall meet and negotiate with the Union over details of implementation, and the Panel Chairperson shall retain jurisdiction to conduct interest arbitration of any implementation issues, if necessary.

16.2:

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

ARTICLE 17  
OVERTIME

17.1:

- A. An employee's assigned work hours shall not be changed once the 28-day schedule has been posted, except by mutual agreement between the officer and the Division Commander, or in the event of a stated or unanticipated departmental emergency

situation, or upon a ten (10) day notice to the officer by his or her Divisional Commander.

- B. An employee's regularly scheduled off day shall not be changed for the purpose of avoiding the payment of overtime.
- C. An employee claiming overtime pay under two (2) or more provisions of this Agreement shall receive only the greater of these benefits.

17.2:

- 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.

**JAIL DIVISION 1**

Security Service  
\*Inmate Property/Bonds

\*\*Master Control

**JAIL DIVISION 2**

Security Service

**JAIL DIVISION 3**

\*\*Master Control

Security Service

**COURT SERVICES DIVISION**

Court Transfer Crew  
\*Friend of the Court Enforcement  
\*Friend of the Court Security  
\*Probate Court Security

\*Civil Process  
\*Felony Warrant Unit  
Circuit Court-Civil Division  
Security  
Circuit Court-Family Division  
-Juvenile Court Security  
Circuit Court-Criminal  
Division Security



Juvenile Detention Facility  
Security

FIELD SERVICES DIVISION - ROAD PATROL DIVISION

*Secondary Roads Unit	*Marine Enforcement
*O.U.I.L. Squad	*Mounted Unit
*Identification Bureau	
*Park Patrol (specialty assignment)	

EXECUTIVE DIVISION

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

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

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

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

1. The Shift Commander will fill the overtime assignment as soon as the need for said assignment is known. Only those officers who have signed the Divisional overtime roster are eligible for overtime.
2. With each new twenty-eight (28) day schedule, the Shift Commander will contact and offer the voluntary overtime assignment beginning with the most senior officer on

leave from the shift where the overtime will be worked. Thereafter, the offer of overtime will rotate equitably among all officers on leave day for that twenty-eight (28) day schedule.

3. The Shift Commander will note time and date each officer is contacted on the overtime roster.
  4. Two (2) attempts (in a ten (10) minute period) will constitute a reasonable attempt to contact and offer an overtime assignment under this section, and upon doing so the Shift Commander may then move on to the next eligible officer.
- F. In the event an overtime assignment is required to staff a shift and this assignment is for four (4) hours or less or has not been filled by (E) above, the following procedure shall be followed:
1. With each new twenty-eight (28) day schedule, the Shift Commander will offer the voluntary overtime assignment beginning with the most senior officer working the preceding shift. Thereafter, the offer of overtime will rotate equitably among all officers on the preceding shift for that twenty-eight (28) day schedule.
  2. The Shift Commander will note time and date each officer is contacted on the overtime roster.
- G. In the event an overtime assignment is not filled under the provisions of (E) and (F) above, the Shift Commander will order the officers to work the overtime assignment in accordance with Section 17.04(A)(2) above.

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

17.3:

- 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.

17.4: 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.

17.5:

- 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.

17.6:

- A. Overtime Pay. Members shall only be paid overtime (time and one-half) (150%) of the regular hourly rate for hours of work performed in excess of eighty (80) hours in an employee's

pay period or in excess of eighty-four (84) in an employee's pay period if the employee is on 12-hour shifts. Vacation, sick, holiday, and personal business leave days shall not be included as hours worked for purposes of entitlement to overtime.

17.7 Double-Time. Double time the employee's regular rate of pay for work performed on the second (2<sup>nd</sup>) leave day of the employee's work week is eliminated and subject to the provisions contained in 17.6.

ARTICLE 18  
EXTRA TIME PROVISIONS

18.1: Call-In Time. A member called in for duty shall be compensated at his or her regular rate of pay for a minimum of four (4) hours in accordance with the provisions of Article 17 providing that call time does not overlap the employee's regular shift.

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

18.3: Off-Duty Court Attendance. All off-duty court appearances shall be compensated at a minimum of three (3) hours at the member's regular rate of pay in accordance with the provisions of Article 17, except for overtime equalization which shall not apply to this section.

ARTICLE 19  
HOLIDAYS

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

New Year's Day ..... January 1  
Martin Luther King's Birthday ..... 3<sup>rd</sup> Monday in January  
Memorial Day ..... Last Monday in May  
Independence Day ..... July 4  
Labor Day ..... 1<sup>st</sup> Monday in September

Columbus Day .....	2 <sup>nd</sup> Monday in October
Veteran's Day .....	November 11
Thanksgiving Day .....	4 <sup>th</sup> 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.

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.

19.2:

- A. Subject to Section 16.1(D), employees required to work holidays shall be paid 200% in total (100% straight time and 100% holiday premium pay) for the first eight (8) hours of work or any portion thereof and shall receive the regular overtime rate (150%) 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.
- B. Whenever one of the Holidays enumerated in Section 19.1 falls on a Saturday, the preceding Friday shall be designated as the official holiday, and whenever one of the Holidays falls on a Sunday, the following Monday shall be designated as the official holiday for employees assigned to five (5) day operations. Should two (2) consecutive holidays occur on a Friday and Saturday, or on a Sunday and Monday, Friday and

Monday, respectively, shall be designated as the official Holidays for employees assigned to five (5) day operations.

- C. 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.
- D. 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.

19.3: In the event the Courts observe a holiday which is not enumerated in Section 19.1, the employees assigned to the Courts shall be assigned elsewhere.

19.4: All employees shall be given four (4) hours' time off, with pay, for Good Friday. In the event the Sheriff is unable to grant four (4) hours off on Good Friday, 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.

19.5: 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.

19.6: 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.

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

ARTICLE 20  
ANNUAL LEAVE

20.1: 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 pay period in which annual leave is earned shall contain at least 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

\*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.

20.2:

- 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. 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.

20.3:

- A. Annual leave in accordance with Section 20.5 of this Article shall be for a minimum of three (3) work days. Holidays falling within the period of an annual leave shall not be counted as work days or leave days.
- B. Annual leave of less than three (3) work 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.
- C. Annual leave in accordance with Section 20.5 of this Article shall not exceed ten (10) consecutive regular work days during the months of April through September, inclusive, in any one (1) instance unless otherwise approved by the Sheriff or his designee. Employees with sixteen (16) or more years of seniority may use up to fifteen (15) consecutive days annual leave during the months of April through September, inclusive, in accordance with Section 20.5 of this Article.

20.4: On November 1st of each year, the payroll section for the Sheriff's Department shall audit each employee's annual leave account. All hours in excess of 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.

20.5: Employees may submit requests for annual leave on a quarterly basis during the first two (2) calendar weeks of the months of December, March, June and September. Employee preference as to requests for annual leave will be based upon departmental seniority and subject to the ability of the Sheriff's Office to maintain the highest standard of protection for the County's welfare. Employees may submit requests for annual leave based on the following conditions:



- A. During the annual leave bid period, each employee shall be entitled to submit requests for annual leave by seniority for the next three (3) 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 annual leave 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 the employee with the highest seniority. Secondary requests by that employee will be set aside until each employee of lower seniority has had one selection granted.
- E. Next, secondary requests for annual leave 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.

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.

- F. Once an employee's annual leave request 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. Also, the employee's annual leave time cannot be cancelled nor can the employee be recalled.
- G. Employees who wish to receive approval for an annual leave request 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 annual leave time in the current bid period (i.e., no scheduled work days between the requested annual leave periods).

- H. Upon completion of the leave approval process for the applicable annual leave bid period, any employee may request an annual leave day on a first come first served basis. Approval of these types of annual leave requests are at the sole discretion of the Sheriff or his designee and subject to the conditions outlined above in paragraphs A through G of this section.
- I. Once a request for any type leave is granted or denied, the supervisor shall provide a copy of the request form to the officer.

If an employee approved to be on an annual leave day elects to return to work on that day without a reasonable explanation that is acknowledged and approved by the Sheriff or his designee, the employee shall forfeit all subsequent days associated with that requested and approved annual leave period. Thereafter, other employees may submit requests for annual leave on the forfeited days. Approval of the requested annual leave time will be based on a first come first served basis and is subject to the operational needs of the division as determined by the Sheriff or his designee.

20.6: 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 20.3(B) above.

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

## ARTICLE 21

### SICK LEAVE

21.1: All full time employees in the Bargaining Unit shall be entitled to earn sick leave credit of four (4) hours (computed at straight time) for each pay period in which the

employee has at least sixty-six (66) 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 days shall be paid at the rate of 100%.
- 2. Annual sick leave accumulation in excess of forty (40) days by 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.

- 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, 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.

21.2: 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.

21.3:

- 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.
  - 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.

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

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

ARTICLE 22  
PERSONAL BUSINESS LEAVE

22.1: 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.

22.2: 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.

- A. Reasonable notice for a personal business leave day is construed to be twenty-four (24) hours except for stated emergencies.
- B. Only in cases of emergency, the reason for the personal business leave day must be stated.
- C. No reason for the requested leave need be given in cases other than emergency.
- D. Approval of requests for personal business leave days shall not be unreasonably withheld.
- E. Use of personal business leave days as an adjunct to leave days or vacation days, may be denied.

However, approval may be granted by the Sheriff or his or her designated representatives.

- F. Personal business leave days may be taken in four (4) hour minimum increments.

ARTICLE 23  
BEREAVEMENT LEAVE

23.1: In the event of a death in the immediate family of an employee or spouse, the employee will be excused for any of the first three (3) scheduled working days immediately following the date of the death, provided the employee attends the funeral. If it is necessary to attend the funeral of the relative more than three hundred (300) miles from the City of Detroit, such bereavement leave shall not exceed five (5) days.

23.2: The term "immediate family" as used in the above Section shall mean the employee's husband or wife, and the parents, grandparents, grandchildren, children, brothers and sisters of the employee or spouse. "Immediate family" shall also include step-parents, stepchildren, great-grandparents, great-grandchildren, sons-in-law, daughters-in-law, half-brothers, and half-sisters.

23.3: An employee shall notify the Division Commander or designee prior to taking bereavement leave as herein provided and failure to comply may be cause for denial of such leaves.

23.4: An employee requesting bereavement leave must provide the Sheriff or his representative with evidence to establish that the deceased person is a member of the employee's immediate family and the time and place of the funeral.

23.5: In the event that a holiday as defined in Article 19 of this Agreement occurs during the bereavement leave, the member shall be paid the holiday rate at straight time. In the event that bereavement leave occurs during the period when the employee is on annual leave or sick leave, such leave shall be credited to the appropriate leave bank.

23.6: Employees on leaves of absence without pay as defined in Article 28 shall not be eligible to receive bereavement leave.

23.7: An employee on bereavement leave will not be called into work for any reason.

23.8: An employee may utilize his or her sick leave allowance for absences not to exceed three (3) such consecutive sick leave days at any one time due to a death in the family or household of the employee or spouse, other than those members of the immediate family as defined in Section 23.2.

ARTICLE 24  
LEAVE FOR UNION BUSINESS

24.1: Employees who are elected to National, State, or regional POAM-related union conventions shall be allowed time off without loss of pay to attend such conventions in accordance with the requirements of the Union constitution and convention, not to exceed eleven (11) days in any one (1) calendar year.

24.2: Employees who are selected to represent their Local Union at special National, State, or regional POAM-related union conferences, shall be allowed time without loss of pay to attend such conferences not to exceed five (5) days in any fiscal year upon written request by the Union and with the prior approval of the Sheriff or his or her designated representative.

24.3: Employees of the Union elected to Local Union positions or selected by the Union to perform work which takes them from their employment shall, at the written request of the Union, receive leaves of absence for periods not to exceed two (2) years, or the term of office, whichever may be shorter, and upon their return shall be re-employed at work in their previous classification with accumulated seniority.

ARTICLE 25  
MILITARY LEAVE

25.1: Any employee inducted into the Armed Forces of the United States shall be granted a military leave of absence without pay for the period of military service required upon presentation of the appropriate document.

25.2:

- A. The employee must advise the Sheriff, in writing, within ninety (90) days from the date of release



from active duty of the employee's intent to be returned to his or her former classification.

- B. If the period of military service is longer than a six (6) month duration, the returning employee must submit to such medical and physical examinations as shall be necessary to determine whether or not such military service has in any way incapacitated him or her for the work in question. Insofar as practical, any employee returning with disabilities shall be placed in such employment as the Sheriff or the County of Wayne deems suitable under the circumstances.

25.3: Upon returning from military service, the employee:

- A. Shall be reinstated as though he or she had not been on military leave.
- B. Shall have the same status as he or she had prior to the beginning of the military leave.
- C. Shall take such examinations as the employee would have been required to take had he or she not entered the Armed Forces.
- D. Shall complete any uncompleted probationary period.
- E. Shall be entitled to annual leave credits for the time served in military service. However, such credits shall not exceed a two (2) year period immediately following the beginning date of the military leave. Such annual leave credits may be used or paid only if the employee returns to his or her former department and completes three (3) calendar months of additional service.

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

25.5:

- A. All employees who are members of the National Guard or Reserve may be granted time off not to exceed fifteen (15) calendar days in any one (1) fiscal year when called for training. Such time off shall be granted only to employees who have had six (6) months or more continuous employment at the start of such military service.
- B. All employees who are members of the National Guard or Reserve shall have their leave days arranged to allow them to attend a monthly weekend meeting.
- C. The pay rate of the employee during such time off shall be the difference between his or her regular pay rate and the total amount of compensation less any and all allowances, received by the employee for such military training.
- D. Military Leavers will be granted pursuant to the Civil Service Rules and in accordance with any applicable local, state and federal law.

ARTICLE 26  
INDEMNIFICATION

26.1: Whenever an employee covered by this Collective Bargaining Agreement becomes subject to a claim, a liability, a judgment or a monetary imposition or fine resulting from any action taken by him or her within the scope of his or her employment and during the course of his or her employment, the Employer agrees to defend, and hold harmless and to indemnify him or her including all reasonably related costs, except in a criminal proceeding in which the employee is found guilty of a crime. The determination of whether an employee was acting within the scope and course of his or her employment shall be made on behalf of the Employer by the Corporation Counsel. The Corporation Counsel shall consult with the Sheriff in making this determination. This determination may be subject to the grievance procedure. All settlements are subject to the approval of the Employer.

26.2: The costs of defense shall be limited to the usual and customary fees and costs charged for similar legal work by most attorneys practicing in the County of Wayne, Michigan.

26.3: All claims for damages to an employee's private vehicle and any claims asserted against an employee resulting from the operation of his or her private vehicle during working hours, while acting within the scope of his or her employment, shall be submitted directly to the Employer and shall be handled in accordance with this Article.

26.4: Upon receipt of notice of any claim or action, the employee shall immediately notify the Corporation Counsel in writing.

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

26.6: In the event the Corporation Counsel has made the decision to defend, hold harmless and indemnify an employee but cannot represent that employee due to a conflict of interest, the Corporation Counsel shall appoint the attorney who will represent the employee.

ARTICLE 27  
LEAVE WITH PAY

27.1: All employees shall be granted time off with pay at their regular hourly rate of compensation for any of the following reasons:

- A. For appearance in courts or before Boards or Commissions as a witness, except when such appearance is in the employee's own behalf or involves a non-County related matter.
- B. For participation in promotional examinations.
- C. For physical and medical examinations for military service.

D. For serving as a juror subject to the following provisions:

1. For those days the employee is required to serve as a juror and is regularly scheduled to work, the pay rate of the employee during such time off shall not be interrupted. Jury duty pay received by the employee shall be remitted to the Employer.
2. The employee shall be required to work on the days they are regularly scheduled to work and on which they are not required to serve as a juror.
3. The employee shall not be required to work any portion of his or her shift (including afternoon or midnight shift) on those days on which the employee is required to serve as a juror.
4. The employee shall submit proof of jury service.
5. An employee's leave days will remain as regularly scheduled unless affected by the court appearance, in which case the Department will reschedule the employee's leave days in accordance with Article 16.01(A).

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

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

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

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

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

ARTICLE 28  
LEAVE WITHOUT PAY

28.1 Family Medical Leave Act: Employees who meet the eligibility requirements for leave under the Family and Medical leave Act (FMLA) will be granted leave in accordance with the local, state and federal law. Employees approved for FMLA leave are required to utilize any available paid leave time concurrent with the approved FMLA leave. Paid sick leave will be exhausted first, then annual leave, and any remaining paid leave time.

Other unpaid leaves of absence are eliminated from the collective bargaining agreement other than as provided herein.

28.2: Employees with one year of service may be granted a leave of absence without pay upon prior written authorization of the Director of Human Resources or their designee. Under certain circumstances, leaves may be granted for up to 24 months.

28.3 Military Leaves: Military leaves will be granted pursuant to the Civil Service Rules and in accordance with the law.

28.4 An employee who is attempting to return to work from a leave without pay for a physical or mental disability may be required to be examined and approved for work by a doctor of the County's choice. Where the County doctor determines that the employee is or is not able to return to work contrary to the employee's doctor, the parties shall choose a neutral physician to render a third opinion.

28.5: An employee returning from a leave of absence without pay shall be given a position in his or her former classification as soon as a vacancy occurs.

ARTICLE 29  
MILEAGE ALLOWANCE

29.1: Employees required to use their private vehicles in performance of assigned duties shall be reimbursed for actual trip mileage incurred each month. Effective upon execution of the Collective Bargaining Agreement by the County Executive, employees shall be reimbursed at the following rates which shall be adjusted as of January 1st of each year, in accordance with the composite cost for driving 10,000 miles, which is published annually by the American Automobile Association (AAA), in the publication, "Your Driving Costs."

First 300 miles...4 cents per mile below the (AAA) published rate.  
Next 300 miles...6 cents per mile below the (AAA) published rate.  
Over 600 miles...8 cents per mile below the (AAA) published rate.

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

29.3: It is understood by the parties that the Employer shall retain the right to provide at its expense and at its discretion automobiles for use in departmental assignments in lieu of mileage. It is further understood that the Director of Personnel/Human Resources may provide a fixed monthly flat rate mileage in lieu of mileage under Section 29.1. If the Director of Personnel/Human Resources elects to provide flat rate mileage, the rate shall be \$345.00 per month, beginning October 1, 1995 and \$360.00 per month beginning December 1, 1995. Effective upon execution of the Collective Bargaining Agreement by the County Executive, flat rate mileage shall be \$410.00 per month.

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

29.5: Effective beginning December 1, 1998, no police officer will be required to use his or her car on police business. Those that do shall receive mileage on a reimbursable basis. Those officers who use their cars on County business and currently receive flat rate mileage will continue to receive

such payments while they remain in their present assignments. If they leave those assignments they and their replacements in those assignments will not receive fiat rate mileage nor will they be required to use their cars, but if they do, they will receive reimbursable mileage.

ARTICLE 30  
UNIFORM, CLOTHING AND EQUIPMENT ALLOWANCE

30.1: 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.

30.2:

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

- 1 GARRISON HAT AND RAIN COVER
- 1 WINTER FUR CAP
- 5 UNIFORM TROUSERS
- 5 LONG SLEEVE SHIRTS
- 5 SHORT SLEEVE SHIRTS
- 1 BADGE
- 1 CAP SHIELD
- 1 COLLAR BRASS (SET)
- 1 ALL SEASON JACKET
- 1 RAINCOAT
- 3 TIES
- 1 BLACK BASKETWEAVE LEATHER (COMPLETE SET)
- 1 PAIR BLACK MILITARY SHOES
- 1 PAIR BLACK GLOVES
- 1 POLICE TYPE TIE CLASP
- 1 NAME PLATE
- 1 WHISTLE W/CHAIN
- 1 BELT
- 1 SET HANDCUFFS

- 1 .357 REVOLVER (OR DEPARTMENT APPROVED HANDGUN)
- 1 PEPPER GAS AND HOLDER (OPTIONAL)

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

- 5 FATIGUE PANTS
- 5 FATIGUE SHIRTS
- 1 FATIGUE HAT
- 1 PAIR BLACK MILITARY SHOES
- 1 SET HANDCUFFS
- 1 ALL SEASON JACKET
- 1 PAIR GLOVES
- 1 BELT

C. 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. Dearthmer (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

30.3:

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 function.

B. If an employee requests a transfer to a different position in accordance with the provisions of this Agreement, the transfer shall not be delayed or denied due to the non-availability of uniform and equipment as determined by the Sheriff 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 may be directed to participate.

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

30.4: An employee, upon retirement, shall return to Police Property the following items: Riot Helmet, complete set of Leather, Badge, Cap Shield, Handcuffs, Service Revolver, and all other technical equipment supplied by the department. Other items of issue need not be returned, but the employee may be required to present them upon demand prior to final clearance.

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

30.5: 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.

30.6: 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.

30.7:

A. Effective October 1, 2016, an annual uniform allowance in the amount of four-hundred dollars (\$400.00) for Academy trained Police Officers and two-hundred dollars (\$200.00) 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. 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 \$200.00.

B. An annual clothing allowance in the amount of three-hundred dollars (\$300.00) 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.

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

30.8: The monies allocated for each member in Section 30.7(A) above shall be paid in the amount of two-hundred and fifty dollars (\$200.00) for each Academy trained Police Officer and one-hundred dollars (\$100.00) 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 one-hundred and fifty dollars (\$150.00) for Academy trained Police Officers and one-hundred dollars (\$100.00) for non-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.

30.9: 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 30.7 above, an additional allowance of two-hundred and fifty dollars (\$250.00) 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.

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

30.11:

- A. All full-time members of the Bargaining Unit who are Academy trained shall, upon qualifying during

the department qualification period with their duty weapon, be paid a qualifying allowance of two-hundred and fifty dollars (\$250.00) on or before May 1st annually. Employees who qualify as Expert shall be paid two-hundred and seventy-five dollars (\$275.00), and employees who qualify as Master shall be paid three hundred dollars (\$300.00).

Employees who retire within the qualifying period who have qualified shall be paid a pro-rated amount at the time of separation based upon the length of active duty within the qualification period.

ARTICLE 31  
INSURANCE PROGRAMS

31.1: Except where it is in conflict with the express terms of this Agreement, the *Wayne County Health and Welfare Benefit Plan*, as modified, are hereby incorporated by reference.

31.2: Medical Insurance.

- A. During each open enrollment period, qualified employees will be eligible to select a health care plan among the available options listed below:
  - 1. Preferred Provider Organization (PPO) as described in Appendix A.
  - 2. Health Maintenance Organization (HMO) as described in Appendix B.
  - 3. High-Deductible Health Plan (HDHP) as described in Appendix C.
- 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 as described in Appendix D.
- C. Effective October 1, 2013, active employees will be required to contribute toward the cost of

medical and prescription drug coverage as a monthly rate as indicated in the schedule below:

MONTHLY CONTRIBUTION (Deducted twice a month on a pre-tax basis)	Single Person Rate	Two Person Rate	Family Rate
PPO	\$150.09	\$167.36	\$196.47
HMO	\$128.93	\$184.36	\$212.99
HDHP	None	None	None

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.

For each successive plan year thereafter, contributions shall be increased / decreased at the same rate at which reported monthly illustrative rates or premiums increase or decrease.

Contributions shall be deducted 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.

- 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.

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.

Retiree Health Care Limited to Retiree Only.

Effective the date of the award by Arbitrator Richard Block, October 16, 2013, bargaining unit members who hired into the County service on or after January 1, 2002 who are not participants in the Employee Health Care Benefit Trust ("Trust") established by Wayne County who are eligible for post-retirement health care benefits shall participate in the same health care options, coverages, co-pays, deductibles, etc., as active employees covered by this or any subsequent bargaining agreement for themselves only and shall be responsible for any and all premium

obligations due for coverage for spouses and/or dependents.

This language is no longer effective as of October 1, 2017.

The County shall negotiate with the bargaining unit over a version of its present Employee Health Care Benefit Trust to fund, on a pre-tax basis, health care benefits for spouses and/or dependents (supplemental funding mechanism) of bargaining unit members affected by this modification. However, there will be no County contribution, and the entire amount will be contributed by bargaining unit members. Implementation of the provisions in the prior paragraph is not, in any way, conditional on the parties reaching an agreement as to a supplemental funding mechanism, and pre-tax treatment of contributions shall be subject to approval by the Internal Revenue Service.

- 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 (1) 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.

H. The Employer will provide only one health care benefit option per family. This is applicable even though both spouses work for or are covered as a result of the retirement program.

31.3: 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*.

31.4: Coordination of Benefits.

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

31.5: Transitional Light Duty Program.

Effective December 12, 2007, 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.



31.6: Vision Benefits.

The County shall provide vision insurance coverage to each full-time active employee and their eligible dependents.

Vision exams shall be covered under the employee's medical plan once every twenty-four (24) months with a \$10.00 co-pay.

Frames, lenses or contact lenses shall be covered under an available vision benefit plan once every twenty-four (24) months as described in Appendix G.

31.7: Dental Insurance.

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) as described in Appendices E and F and in accordance with the terms and conditions outlined in the Wayne County Health and Welfare Benefit Plan.

31.8: 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 benefits administrator with 60-day notice to employees.

31.9: Life Insurance.

- A. The Employer shall pay the full premium cost of thirty thousand dollars (\$30,000) 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.
- C. 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.

D. 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.

E. 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.

31.10: Pre-Paid Legal Plan.

Effective February 1, 2008, the County shall contribute eight dollars (\$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.

31.11: 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 biannually 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.

31.12: Legislative Compliance.

The terms and conditions of this Article are intended to comply with all applicable laws and regulations. If any of the terms or conditions herein result in or become incompatible with applicable law, appropriate adjustments will be made to result in compliance.

The parties recognize that the employee cost sharing terms contained in this collective bargaining agreement ("Agreement") cannot be inconsistent with the employee cost sharing mandate specified in the Public Funded Health Insurance

Contribution Act (Public Act 152 of 2011, or "Act"). Accordingly, if during the term of this Agreement the County determines that the aggregate employee cost sharing for any plan year is to fall short of the mandate specified in the Act, it shall have the right, upon providing thirty (30) calendar day notice to employees, to adjust employee cost sharing and/or contribution amounts to bring the County into compliance with the Act. Moreover, the County shall retain the unilateral right to elect on an annual basis between the hard cap or 80/20 provision, as so provided under sections 3 and 4 of the Act. The County shall also retain the exclusive right to pursue a prescription drug cost containment program under Sec. 340(B) of the Public Health Service Act.

31.13: Effective October 1, 2016, the following provisions will establish insurance programs for all bargaining unit members.

Except where it is conflict with the express terms of this agreement, the *Wayne County Health and Welfare Benefit Plan*, as amended and revised, is incorporated by reference.

31.14: Medical Insurance.

A. Effective October 1, 2016, or an alternative date determined by the Employer, during each open enrollment, qualified employees will be eligible to enroll in the High Deductible Health Plan ("HDHP") - See attached summary, Appendix.

B. Prescription drug coverage will be provided as described in the Plan.

C. As of the effective date of this Agreement, employees shall be required to contribute 25% of their monthly healthcare illustrative rate or premiums.

The contribution rate will be posted on an annual basis.

Contributions shall be 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 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.).

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

38.15: Coordination of Benefits.

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

31.16: Vision Benefits Option.

1. Full-time active employees have vision insurance coverage for themselves and their eligible dependents.
2. Vision exams will be covered under the employee's medical plan once every twenty-four months.
3. Frames, lenses or contact lenses will be covered once every twenty-four months under a vision benefit plan at the levels provided in Appendix.

31.17: Dental Insurance.

Employees may select coverage to be offered by several providers as determined by the County. However, the County will only fund up to the cost of a specified DHMO for present coverage, presently \$20 per month. Additional coverage cost will be paid by the employee. Employer is not required to offer the Dental Insurance Coverage offered under this Agreement through any specific carrier.

31.18: Cost-Containment Programs.

The Employer reserves the right to implement healthcare 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 Employer also reserves the right to change a provider or benefits administrator with 60-days' notice to employees.

31.19: Life Insurance.

The Employer shall pay the full premium for \$30,000 of group life insurance for each full-time permanent employee within the bargaining unit.

Supplemental life insurance is available under a group plan at the option of the employee.

31.20: Definition Of Full-Time Employee.

Full-time employees, for the purpose of this article, shall mean an employee who is hired to perform at least thirty-two (32) hours of work per week.

31.21: Workers' Compensation.

All Employees will be covered by the applicable workers' compensation laws. The Workers' Disability Compensation Act currently provides a mandatory seven (7) day waiting period before compensation payments commence.

Employees on workers' compensation shall receive medical benefits for 3 months or less of continuous disability. Optical, life, and dental insurance benefits are eliminated during this time.

31.22: When workers' compensation payments commence, unused sick and annual leave may be used (at the employee's option) to supplement compensation payments. Under no circumstance shall the combined income sources exceed one hundred percent (100%) of the employee's weekly after tax wages.

31.23: Employees receiving workers compensation for up to eighteen (18) months shall earn annual leave at 50% and sick leave at 75%.

31.24: If an employee has a work related disability, the Employer may void seniority rights to place this individual back to work in an open position meeting their restrictions if the employee is

minimally qualified for the job. The employee shall be paid at the same rate prior to disability unless the new light duty position is paid at a higher rate by the bargaining unit contract.

31.25: Unemployment Insurance.

The Employer shall be an Employing Unit under the terms of the Michigan Employment Security Act in the regular manner prescribed by the Michigan Employment Security Commission.

31.26:

The Employer shall furnish employees with copies of the Michigan Security Commission Form UC 1711 on separation from employment.

31.27: Optional Insurance.

Using payroll deduction, employees shall have the option to secure additional insurance coverage through a program selected by the County.

31.28: The employee who applies for disability benefits under the County's Plan must furnish proof of coverage or a denial of any other disability or no-fault coverage as well as proof of the amount of benefits received from his/her supplemental disability or no-fault insurance. Failure to provide this information within 30 days from a request for this information may result in a delay, suspension or denial of benefits by the County.

31.29: Legislative Compliance.

The terms and conditions of this Article are intended to comply with all applicable laws and regulations. If any of the terms or conditions herein result in or become incompatible with applicable law, appropriate adjustments will be made to result in compliance.

The parties recognize that the employee cost sharing terms contained in this collective bargaining agreement ("Agreement") cannot be inconsistent with the employee cost sharing mandate specified in the Public Funded Health Insurance Contribution Act (Public Act 152 of 2011, or "Act"). Accordingly, if during the term of this Agreement the County determines that the aggregate employee cost sharing for any plan year is to fall short of the

mandate specified in the Act, it shall have the right, upon providing thirty (30) calendar day notice to employees, to adjust employee cost sharing and/or contribution amounts to bring the County into compliance with the Act. Moreover, the County shall retain the unilateral right to elect on an annual basis between the hard cap or 80/20 provision, as so provided under sections 3 and 4 of the Act. The County shall also retain the exclusive right to pursue a prescription drug cost containment program under Sec. 340(B) of the Public Health Service Act.

ARTICLE 32  
LONG-TERM DISABILITY INCOME BENEFIT PLAN

32.1: The terms and conditions regarding eligibility for and the application of long-term disability benefits shall be described in the County of Wayne, Michigan, Long-Term Disability Income Benefit Plan, as amended, and is included as an Appendix.

The time period for an employee to give notice of a disability or illness under the Plan is thirty (30) calendar days from the date of a known disability/illness. To give notice requires that the employee request long-term disability benefits in writing from the Plan Administrator of Benefits Administration/Personnel/HR. After receiving written notice of a claimed disability/illness, the Plan Administrator will mail the long-term disability forms to the employee. The employee must apply for long-term disability benefits by completing all the required forms and submitting same to Benefits Administration within 60 days of the claimed disability/illness. Failure to give proper notice or apply within the required time frames may result in a denial of long-term disability benefits.

Payment of workers' compensation benefits precludes payment of long-term disability. If long-term disability payments have been made subsequent to a favorable adjudication or settlement of a workers' compensation claim, the employee will reimburse the County the dollar amount received during the disability period.

Employees on long-term disability shall receive medical benefits for three (3) months or less of continuous disability. Optical, life, and dental insurance benefits are eliminated during this time.

Employees may purchase additional disability insurance separate



from the Plan provided by the County. The employee's additional disability insurance benefits or no-fault benefits shall not be coordinated with benefits from the County's Plan, provided the employee does not receive in excess of one hundred (100%) percent of the employee's regular after tax rate of pay. Any additional disability insurance or no-fault benefits will only supplement the employee's income above the maximum benefit level provided by the County's Plan, but will not exceed 100% of the employee's regular after tax rate of pay. The County's Plan shall be the primary coverage.

The employee who applies for disability benefits under the County's Plan must furnish proof of coverage or a denial of any other disability or no-fault coverage as well as proof of the amount of benefits received from his/her supplemental disability or no-fault insurance. Failure to provide this information within 30 days from a request for this information may result in a delay, suspension or denial of benefits by the County.

All employees will continue to be covered by a long-term disability income protection plan which provides 60% of gross salary up to a maximum of \$2,400.00 per month. An employee who is otherwise eligible for sick leave qualifies for this income protection plan after thirty (30) calendar days of non-work related illness or disability or the use of all secondary sick leave, whichever occurs last. The eligibility threshold for CASH PLAN employees will be thirty (30) calendar days.

32.2: Employees receiving long-term disability income benefits shall receive benefits administered according to the *County of Wayne, Michigan, Long-Term Disability Income Benefit Plan* as revised herein.

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

32.4: If an employee is disabled and the disability/injury is non-work related, then the employee is qualified to collect long-term disability benefits, provided the employee has filed his or claim for long-term disability benefits in accordance with the terms of the Long-Term Disability Plan and the employee can establish a medical disability as defined by the Long-Term Disability Plan.

If an employee is disabled and the disability/injury is determined to be work related, then the employee is qualified to collect workers' compensation benefits provided the employee has filed his or her claim in accordance with the terms of the Michigan Workers' Disability Compensation Act and is eligible to receive benefits in accordance with Michigan workers' compensation law.

If an employee is disabled and the causation of the disability/injury is in dispute or undetermined, then the employee may pursue both a workers' compensation claim in accordance with the terms of the Michigan Workers' Disability Compensation Act and Michigan workers' compensation law and a claim for long-term disability benefits in accordance with the terms of the County's Long-Term Disability Plan. A claim made for long-term disability benefits in accordance with the terms of the Long-Term Disability Plan in a case where causation is undetermined or in dispute will not be denied solely on the basis that the employee has filed a claim for workers' compensation for the same disability/injury. The employee may receive long-term disability benefits if he or she can establish disability in accordance with the terms of the County's Long-Term Disability Plan pending the outcome of a workers' compensation adjudication or settlement.

Payment of workers' compensation benefits precludes payment of long term disability. If long term disability benefits have been made prior to favorable adjudication or settlement of a workers' compensation claim, the County shall deduct the dollar amount received by the employee, in long term disability benefits, on a dollar for dollar basis, against the statutory workers' compensation benefits payable to the employee.

32.5: Benefits for disabilities resulting from alcoholism, chemical dependency, mental or nervous disorders, will be for a cumulative period of no more than twelve (12) months or a period equal to length of service prior to disability, whichever is less.

32.6: The following defines the method for calculating long term disability benefit payments:

- A. Monthly salary shall mean the regular annual base wage rate of any employee divided by twelve (12).

B. The monthly benefit level is either 60% of base wage rate or the \$2,300 monthly maximum, whichever is less.

C. The daily rate is calculated by multiplying the monthly benefit level times 12 divided by 365. Eligible employees will be paid benefits on a seven (7) day week basis subject to the terms and conditions of the "Plan" using the daily rate.

32.7: Employees receiving long-term disability income benefits shall receive benefits administered according to the County of Wayne, Michigan, Long Term Disability Income Benefit Plan effective July 1, 1984, revised December 1, 1996.

32.8: Retirement under the "Plan" referred to in Section 32.8 means a disability, regular or early retirement under any of the County's retirement plans.

Coordination of benefits under the "Plan" includes social security benefits an employee is eligible to apply for under that system. Offsets will not be made where the employee is found ineligible for social security benefits.

An employee disabled and receiving disability benefits under Social Security shall continue to receive long-term disability income payments which have been reduced by the amount of disability benefits under Social Security. In no event shall the combination of long-term disability and disability benefits under Social Security exceed the employee's long-term disability maximum. Long term disability income benefits, as provided in this section, will be subject to the same offsets, coordination and conditions, with the exception of Wayne County retirement benefits, as described in the County of Wayne, Michigan, Long Term Disability Income Benefit Plan effective July 1, 1984, revised December 1, 1996.

32.9: The parties may mutually agree to terminate the Long Term Disability Income Benefit Plan. However, no benefits or coverage guaranteed under the "Plan" shall be abridged. Any changes to the current "Plan" pertaining to the level, qualification waiting period or duration of benefits will also be by mutual agreement.

32.10: This Section shall define the following provisions in the County of Wayne, Michigan, Long Term Disability Income Benefit Plan:

- A. "Actively at work" indicates the participant's attendance in person at his or her usual and customary place of employment with the County or a participating Unit, acting in the regular performance of the duties of his or her occupation for wages or profit, or those who are on an approved leave of absence of less than twenty-four (24) months in accordance with Section 2.1 of the "Plan".
- B. "Notice of claim" shall mean the employee must file an "Employee's Statement of Claim for Long Term Disability Benefits" within thirty (30) days after the date of disability. This notice must be filed with the Division of Benefit Administration.

32.11: Employees may purchase additional long or short term disability insurance separate from the long term disability benefits provided by the County. The employee's additional disability insurance benefits shall not be coordinated with benefits from the County's Plan, provided the employee does not receive in excess of one hundred percent (100%) of his or her regular after-tax rate of pay. This additional disability insurance policy will only supplement the employee's income above the maximum benefit level provided under the County's plan, but will not exceed 100% of his or her regular after-tax rate of pay. The County of Wayne, Michigan, Long Term Disability Income Benefit Plan shall be the primary coverage.

ARTICLE 33  
WORKERS' COMPENSATION

33.1:

- A. Workers' Compensation shall be paid in accordance with the qualification period established by state law as set forth in the Workers' Disability Compensation Act.

- B. An officer injured and placed on Workers' Compensation after September 13, 1995, shall receive supplemental pay, which may be received as supplemental payroll or may, in the case of a disability due to a motor vehicle accident, be received as motor vehicle no fault wage loss benefits, in an amount which, when combined with the statutorily required Workers' Compensation Benefit, does not exceed a total of one hundred percent (100%) of the regular after-tax rate of pay for a period of two (2) years.
- C. Officers receiving benefits in accord with 33.1 (B) above shall be placed on duty disability retirement as soon as they are determined to be eligible under the Retirement Ordinance. However, after two (2) years on Workers' Compensation they will be presumed eligible and application will automatically be made on their behalf for such retirement. If for any reason they are determined to be ineligible, they may continue receiving the benefits provided under 33.1 (B) beyond the two (2) year period.
- D. An officer who is separated from County service and is receiving Workers' Compensation as provided above, shall not be paid for annual leave in excess of the two (2) year limitation.

33.2: Medical Insurance, Dental Insurance, Life Insurance and Optical Benefits for which the officer would otherwise be entitled pursuant to this Agreement, shall be continued while an officer is on Workers' Compensation but not to exceed (2) years.

33.3:

- A. Employees who are not working due to an on-the-job injury and collecting benefits under this Article will be paid their annual uniform allowance and an annual uniform maintenance allowance on the dates required under Article 30. However, the time period that the member was not working due to an on-the-job injury and collecting benefits under this Article shall be

deducted from the annual allowances. Such deduction shall be prorated on a monthly basis.

- B. Employees who are not working due to an on-the-job injury and collecting benefits under this Article will be paid their weapon qualifying allowance on the date required and under the provisions of Section 30.11. However, the parties recognize that Management has the sole authority over the gun range facilities; therefore, when a member is not working due to an on-the-job injury and collecting benefits under this Article, such member shall not be allowed to qualify until he or she has returned to full-time duty.

33.4: Upon returning to work, if physically able, an officer shall be restored to his or her former classification.

33.5: During the period an officer is on Workers' Compensation and drawing supplemental pay, Union dues shall be deducted from his or her supplemental pay.

33.6: The Employer may assign duties to an officer who is placed in a Workers' Compensation status which are within the physical ability of the officer to perform. If the member refuses to perform these job duties, the member shall no longer be eligible for supplemental Workers' Compensation pay. Employees returned to work in accordance with this paragraph will be entitled to their life insurance, medical, dental and optical benefits.

33.7:

- A. If an officer receives an economic benefit from the Employer's automotive insurance carrier as a result of the officer being injured in the line of duty, said payment shall off-set the Employer-provided supplemental Workers' Compensation pay on a dollar-for-dollar basis.
- B. When combined with statutory payments, supplemental payments and economic benefits from the Employer's automotive insurance carrier, the combined payment shall equal one hundred percent (100%) of the officer's net pay and no more.

C. If an officer receiving Workers' Compensation benefits has had his or her sick leave bank reduced due to the injury, the officer shall not be penalized when vacation bonus is computed under Section 21.1 (D).

33.8: All officers on Workers' Compensation who meet the eligibility requirements in Article 15 of this Agreement shall be entitled to take promotional examinations. The officer upon returning to work will be placed on the list in the appropriate position as indicated by his or her score. If bypassed for promotion, the officer will be placed on the promotional recall list and shall be promoted to the first available position.

33.9: Where an employee is found to be ineligible for or overpaid Workers' Compensation benefits, those workers' compensation benefits or any supplemental payments made in accord with 33.1 (B) above, may be recovered by the County through payroll deduction upon the employee's return to work or by offsetting any other pay or benefits in equal amount.

33.10: The Employer shall grant full medical benefits to an officer injured as the result of a physical assault in the performance of his or her duties provided the employee is receiving Workers' Compensation benefits.

33.11: Any employee who has been receiving Workers' Compensation benefits under a previous contract will continue to collect contractual benefits under that particular contract, unless retired under the terms of this Agreement.

#### ARTICLE 34 TUITION AND SEMINAR REIMBURSEMENT

34.1: All tuition reimbursement shall be entirely and fully at the discretion of the Employer, other than as provided by 35.2, which supersedes this section.

#### ARTICLE 35 ACADEMY

35.1: Five (5) bargaining unit members a year will, by seniority, attend an Academy. Attendance and any additional attendees at an Academy are at the Sheriff's discretion.

35.2: 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. Reimbursement may be distributed in four (4) equal annual payments. However, the employee will, in return, forfeit eligibility for tuition reimbursement under Article 34 of the CBA for the next two (2) years.

35.3: All new employees hired into the classification of Police Officer on or after the execution date of this Agreement shall receive compensation for all services rendered at the base wage rate of \$29,698.00 per annum. At all times, Section 13.2 [Probationary Employees] will remain in full force and effect for all employees covered under this section [35.7].

35.5: The Employer, through the Sheriff, will reimburse the employee up to a maximum of one hundred fifty-five dollars (\$155.00) for expenses related to the MCOLES administered tests and Academy mandated uniform, text books, or equipment purchases. In order to receive the reimbursement, the employee shall provide the proper receipts within thirty (30) calendar days after the successful completion of the Academy. This reimbursement is a one (1) time per candidate expense to the Employer with the following individual maximums: (1) the pre-employment test battery involving both the reading and writing/physical agility tests will be reimbursed up to a maximum of fifty-five dollars (\$55.00) and (2) the Academy mandated uniform, text books or equipment purchases will be reimbursed up to a maximum of one hundred dollars (\$100.00). Employees will be reimbursed for only those items mandated and authorized for the current Academy, as published by the Sheriff's Department Training Unit.

35.6: Notwithstanding anything in this Agreement to the contrary, effective October 1, 2016, except as provided in 34.2, eligibility for all tuition reimbursement shall be entirely at the discretion of the employer.

ARTICLE 36  
HEALTH AND SAFETY

36.1: The Sheriff and the Employer shall maintain all equipment in a safe operating condition when furnished by the



Employer for use by employees in the performance of their assigned duties. The Sheriff and the Employer shall have the responsibility for ensuring adequate safety, training, and safety education for all employees.

36.2: In the event an employee shall claim the equipment furnished by the Employer is unsafe for use in the performance of his or her assigned duty, the employee shall be required to report the alleged equipment defect to his or her Command Officer or first available level of management in writing no later than the end of the employee's work shift.

36.3: If the reported complaint is not satisfactorily resolved by the Command Officer or Division Commander, the employee may initiate a grievance in accord with the grievance procedure as provided in this Collective Bargaining Agreement.

36.4: The Employer shall meet applicable safety requirements under the Michigan Occupational Safety and Health Act (MIOSHA) to furnish each employee a place of employment free from recognized hazards, to maintain all required records and reports, and to supply required safety equipment under State Safety Acts.

36.5: When vehicles are reported as defective and are determined to be unsafe by an employee's Commanding Officer, the vehicle shall be removed from service until cleared by a certified vehicle mechanic designated by the Sheriff or the Employer.

36.6: A Safety Committee shall be established for the purpose of conducting regular monthly meetings to discuss, recommend, and monitor safety procedures. The committee shall be comprised of two (2) members of this bargaining unit and one (1) representative designated by the Employer who shall be the Risk Management Division Safety Director or his or her designee. The Sheriff shall also designate a representative.

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

ARTICLE 37  
RETIREMENT

37.01: General Provisions.

- A. The detailed provisions of the Wayne County Employees' Retirement System Ordinance, as amended, control except where changed or amended below.
- B. Each employee shall participate in a retirement plan offered by Wayne County. Maximum retirement benefit provisions for each plan remain unchanged from those in the prior agreement between the parties that expired on September 30, 2014.
- C. Employees participating in a retirement plan offered by Wayne County must meet all age and service requirements of the Retirement Plan at the time of retirement and have twenty or more years of seniority, as of October 1, 2015, to be eligible for post-retirement health care stipends as provided in the Appendix. Retiree healthcare stipends will be determined pursuant to the healthcare eligibility provisions contained in the settlement in *Hugh MacDonald, et. al v County of Wayne*, Circuit Court Case No. 09-031117 ("MacDonald").
- D. The Hybrid Retirement Plan 5 is mandatory for all employees hired, re-employed, re-instated, or rehired on or after October 1, 2001.
- E. Change in Pension Multiplier. Any multiplier exceeding 1.25%, for purposes of determining retirement compensation in the County's defined benefit plans shall be reduced to 1.25% of average final compensation ("AFC") for all years of credited service accrued after October 1, 2015.
- F. For all retirements effective on or after October 1, 2015 regardless of plan, AFC shall be equal to the average of the last ten (10) consecutive years of compensation while a member of the

Retirement System and shall only include base wages. Overtime, holiday premium pay, sick leave, and vacation leave banks shall not be used to calculate AFC.

G. For all participants, regardless of retirement plan, ten years of service are required before retirement benefits become vested.

H. Normal Retirement, regardless of retirement plan, shall mean 62 years of age, with a transition period for active employees as of October 1, 2015, as follows:

Age as of October 1, 2015  
Normal Retirement Age

61 years ..	60 years
60 years ..	60 years
59 years ..	60 years and 3 months
58 years ..	60 years and 6 months
57 years ..	60 years and 9 months
56 years ..	61 years
55 years ..	61 years and 3 months
54 years ..	61 years and 6 months
53 years ..	61 years and 9 months
52 years ..	62 years

Members are also eligible for Normal Retirement at age fifty-five (55) with thirty (30) years of service.

Deferred vested retirement shall be available to participants who have accrued ten (10) years of service and payable at age 65.

The maximum duty-disability benefit that may be received by any employee shall not exceed sixty percent (60%) of the employee's AFC.

I. Benefit accruals for bargaining unit members with respect to service rendered prior to October 1, 2015, will be frozen based upon a member's years of service, Average Final Compensation ("AFC") (which shall not include unused sick leave or

vacation leave banks), eligibility, and pension multiplier formulae ("Frozen Accrued Benefit") as of September 30, 2015. As a result, benefits accrued through that date are subject to the eligibility provisions in the October 1, 2011 through September 30, 2016 collective bargaining agreement between the parties and not those above, i.e., not age sixty-two (62) or thirty (30) years of service/age fifty-five (55). Service earned on or after October 1, 2015 shall be credited to a member solely for the purposes of determining the member's vesting in and eligibility for payment of his or her calculated accrued benefit. This is shown in the following two examples:

For example, an employee retires out of Plan 6 with twenty-five (25) years of service on October 2, 2017. The first twenty-three (23) years of service shall be computed pursuant to the present provisions, i.e., the best five (5) out of the last seven (7) years of compensation. (Average of the best five (5) of the last seven (7) years of compensation  $\times$  2.5%  $\times$  23.) The last two (2) years would be computed by multiplying 1.25%  $\times$  the two (2) years of service times the average base wage rate for the last ten (10) years. Wages shall mean wages actually paid.

For example, a member has fifteen (15) years of service, age forty-five (45) as of September 30, 2015. As of September 30, 2025, the member, having twenty-five (25) years of service, at age fifty-five (55), is eligible to receive the benefits earned through September 30, 2015 as those benefits are subject to the eligibility provisions in the October 1, 2011 through September 30, 2016 collective bargaining agreement, including twenty-five (25) years of service/age fifty-five (55). Moreover, these benefits (pre-October 1, 2015) are subject to the former AFC and multiplier provisions, including best five (5) out of the last seven (7) years, preceding October 1, 2015. The benefits earned after September 30, 2015 may be received in 2030

pursuant to the eligibility requirements of the new CBA, thirty (30) years of service/age fifty-five (55).

- J. The Employer reserves the right to place any employee hired after October 1, 2015, into Defined Contribution Plan #4. If an employee is placed into Defined Contribution Plan # 4, that employee will only accrue benefits pursuant to the applicable provisions of that Plan. Benefit accruals for such bargaining unit members with respect to the date of implementation of this change would be frozen based on years of service accrued under their old benefit plan(s).

Example: A bargaining unit member is 49 years old, in Plan #5, and is hired on October 1, 2015. After five (5) years, he is placed into Defined Contribution Plan #4. As of October 1, 2020, the bargaining unit member will have five (5) years in Plan #5. The next five (5) years in Plan #4 will apply to satisfy the eligibility requirement of ten (10) years for a deferred vested pension payable at age sixty-five (65).

Employees who render ten (10) or more days of service in a calendar month shall be credited with service for that month. The Retirement Commission may credit a full year of service to a member who renders at least 10/12 of a year of credited service during a calendar year. No more than one year of service credit may be credited in any one calendar year.

- K. Other than as provided in Section C herein, effective October 1, 2015, bargaining unit members, shall not be eligible to receive County-funded health care benefits upon retirement, nor will bargaining union members, including but not limited to those enrolled in the Health Care Retirement Trust be offered the right or opportunity to purchase coverage under the County's group plans.

- L. Unless otherwise specified, the terms and

conditions of each Retirement Plan as indicated in the following provisions are effective October 1, 2015.

- M. No provision in this Agreement is intended to reduce accrued pension benefits that were earned prior to the effective date of this Agreement.
- N. Regarding deferred retirement, vesting for all defined benefit plans shall occur 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 payment of retirement benefits shall begin at age sixty-five (65).
- O. Part-time employees shall be excluded from the retirement system.

37.02: Defined Benefit Plan #1.

For employees who are members of Defined benefit Plan #1, the detailed provisions of Wayne County Employees' Retirement System shall control except as specified above or where changed or amended below. Defined Benefit Plan No. 1 is unavailable to new members.

- A. Effective October 1, 2015, the amount of normal retirement compensation shall be equal to the sum of one and one-quarter percent (1.25%) of AFC for all years of credited service accrued on or after October 1, 2015.
- B. Employee contributions to the Retirement System under this Plan shall be seven percent (7%) on the first \$52,155.00 of gross wages annually, and eight percent (8%) of gross wages exceeding \$52,155.00 annually. Employee contributions shall apply to fund benefits accrued after the date of October 1, 2015.

For retirements effective on or after October 1,

2015, Average Final Compensation shall be calculated as the average of the last consecutive ten (10) years of compensation and shall include only base wages.

C. Non-Duty Disability - 10 or more years of credited service.

D. Duty Disability

1. Receipt of Worker's Compensation for injury related to disability.

2. May be reduced by amount of Long Term Disability Plan payments.

3. The maximum duty-disability that may be received by any employee under Defined Benefit Plan #1 shall not exceed sixty percent (60%) of the employee's AFC as defined herein.

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

37.03: Defined Benefit Plan #2.

For employees who are members of Defined Benefit Plan No. 2, the detailed provisions of the Wayne County Employees' Retirement System shall control except where changed or amended below. Defined Benefit Plan No. 2 is unavailable to new members.

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

B. Compensation does not include payouts of sick annual leave or holiday banks unless expressly provided for in this Agreement.

C. Vesting shall occur after ten (10) years of

credited service.

D. There is no employee contribution.

E. Non-Duty Disability -

1. Requires 10 or more years of credited service.
2. Benefits may be reduced by the amount of Long Term Disability Plan payments.

F. Duty Disability -

1. Eligible employees in Defined Benefit Plan 2 shall receive a duty disability retirement benefit which will equal 60% of the employee's average final compensation.
2. Worker's Compensation benefits for injury related to disability may be reduced by the amount of Long Term Disability Plan payments.

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

37.04: Defined Benefit Plan #3.

A. Effective October 1, 2015, the amount of normal retirement compensation shall be equal to the sum of one quarter percent (1.25%) of AFC for all years of credited service accrued on or after October 1, 2015.

B. Member Contribution - The employee contribution shall be seven percent (7%) on the first \$52,155.00 of gross wages annually, and eight percent (8%) of gross wages exceeding \$52,155.00 annually. Employer contributions shall apply to fund benefits accrued after the date of October 1, 2015.

C. Non-Duty Disability -

1. Requires 10 or more years of credited



service.

2. Benefits may be reduced by the amount of Long Term Disability Plan payments.

D. Duty Disability -

1. Eligible employees in Defined Benefit Plan 3 shall receive a duty disability retirement benefit which will equal 60% of the employee's average final compensation.
2. Worker's Compensation benefits for injury related to disability may be reduced by the amount of Long Term Disability Plan payments.

E. Purchasing Credited Service.

Employees in Plan 3 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.

37.05: Defined Contribution Plan #4.

- A. Effective October 1, 2015, all employees in the Defined Contribution Plan No. 4 shall contribute four percent (4%) of gross wages annually to the plan.
- B. Effective October 1, 2015, the Employer shall contribute ten percent (10%) of an employee's annual gross wages to the plan.
- C. Effective beginning December 1, 1997, employees may contribute an additional 7.5% of compensation 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. Non-Duty Disability - No Non-Duty disability retirement benefits available.
- E. Duty Disability - Effective October 1, 2015, eligible employees may receive a duty disability retirement benefit in the form of an annuity purchased from available, vested Plan 4 contributions equal to sixty (60%) 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.

- F. Once an employee has elected to withdraw from Defined Contribution Plan No. 4, that employee may not return to Plan 4.

37.06: Hybrid Retirement Plan #5.

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 shall also be allowed to make contributions to the contribution side of Plan #5 with no Employer match, subject to all IRS rules and regulations.
3. Once an employee elects to transfer to the Hybrid Retirement Plan #5 that employee may not return to his or her prior retirement plan.

B. Defined Benefit Provisions:

1. Average final compensation shall be equal to 1.25% of average final compensation for all years of credited service accrued after October 1, 2015.
2. Employees of record in Hybrid Plan #5 shall contribute seven percent (7%) on the first \$52,155.00 of gross wages annually eight percent (8%) of annual gross wages exceeding \$52,155.00. Employee contributions shall apply to fund benefits accrued after the date of October 1, 2015.
3. For deferred retirement, vesting shall occur upon completion of ten (10) years of credited service payable at age 65.
4. 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 Hybrid Retirement Plan duty disability benefit, including that received under Section 37.06 (C)(3) below, shall not exceed sixty percent (60%) of the employee's average compensation as otherwise provided in Defined Benefit Plan #1.
5. 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. 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.
8. 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 Plan 5 Hybrid Retirement Plan, may contribute two (2%) percent gross compensation to the plan at his or her option in accordance with all Internal Revenue Service (IRS) rules and regulations; however, on or after October 1, 2015 there will be no Employer contribution to any employee Defined Contribution Accounts. An employee shall be immediately vested in one hundred percent (100%) of his or her contributions.
2. 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.
3. Effective October 17, 2008, 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)(3) above, shall not exceed sixty percent (60%) 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.

37.07: Retirement Plan #6.

- A. Effective on the date the Wayne County Executive executed the 2008 - 2011 collective bargaining agreement (October 3, 2009), the County of Wayne established a new retirement benefit plan option #6 (i.e. Retirement Plan #6) for eligible employees of record in the bargaining unit as of December 1, 2008.
- B. The defined benefit side multiplier for all years of credited service shall be 1.25% of Average Final Compensation as defined herein for all

years of credited service accrued after October 1, 2015.

- C. Employees of record in Hybrid Plan #6 shall contribute seven percent (7%) on the first \$52,155.00 of gross wages annually, and eight percent (8%) of annual gross wages exceeding \$52,155.00. Employee contributions shall apply to fund benefits accrued after the date of October 1, 2015.
- D. Employees shall also be allowed to make contributions to the defined contribution side of Plan #6 with no Employer match, subject to all IRS rules and regulations.
- E. Once an employee elects to transfer to the new Retirement Plan #6, that employee may not return to his or her prior Retirement Plan.
- F. 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 #6 duty disability benefit, including that received under the contribution side of Plan #6, shall not exceed sixty percent (60%) of the employee's average compensation as otherwise provided in Defined Benefit Plan #1.
- G. 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.

- H. 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.

37.08: No Retroactive Increase in Accrued Financial Benefits.

No improvement or increase in retirement benefits shall retroactively increase any participant's accrued financial benefit earned through the date of such modification.

37.09: Purchase of Military Service.

- A. All employees may purchase up to a total of six (6) years of prior military service at full actuarial cost. Purchase shall be in one (1) month increments with twelve (12) months of purchased credited service needed for one (1) year of credited service.
- B. The Retirement Board shall establish rules for implementation of this Section.

37.10: Disability Retirement.

The Director of Personnel/Human Resources shall have the authority to file a written application for disability retirement on behalf of any employee permanently or indefinitely disabled. The provisions of Wayne County Retirement Ordinance shall continue to apply.

37.11: Retiree Life Insurance Benefits.

Effective October 1, 2015 Employees who retire from the bargaining unit shall no longer receive life insurance.

37.12: Post-Retirement Health Care Benefit Trust.

A. Employee Health Care Benefit Trust.

1. Employees shall 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 herein.
2. The Employer shall not after October 1, 2015, make contributions to the Employee Health Care Benefit Trust ("Trust"). As a result, Employees will no longer accrue any additional contributions from the Employer. However, future service shall be credited towards any and all vesting requirements under the Plan. Employees shall continue to make contributions to the Trust pursuant to the terms herein and those presently not participating may enroll during open enrollment all in a manner consistent with IRS rules.
3. Fund distributions from the Trust will be subject to all applicable Internal Revenue Service rules and regulations.

37.13: Changes in Composition of the Wayne County Retirement Commission.

The Wayne County Retirement Commission shall consist of the following ten (10) individual trustees:

- A. The chairperson of the County Commission or his or her designee.
- B. A trustee chosen by the CEO, subject to approval by a majority of the County Commission, who is neither a participant in the plan or an employee of the County.
- C. The County Executive or his or her designee.



- D. Two trustees appointed by the County Executive, neither of whom is a participant in the plan or an employee of the County, and each of whom must be either a licensed or certified professional in investment or finance or otherwise have an educational background and proven experience in municipal finance.
- E. Three members of the Retirement System who are residents of the County to be elected by the members of the Retirement System. Each member trustee shall be from a different County department, as provided in the County Charter of January 1, 1987. The elections shall be conducted in accordance with procedures adopted by the Retirement Commission.
- F. One retired member who is a resident of the County to be elected by the retired members and beneficiaries. The election shall be conducted in accordance with procedures adopted by the Retirement Commission.
- G. 10<sup>th</sup> Trustee. An additional 10<sup>th</sup> trustee who shall not be a participant in the plan or employed by the County in any capacity shall be selected by the County Executive's Office, subject to approval by a majority vote of the Retirement Commission Board of Trustees, and is a licensed or certified professional in investment or finance. Such trustee shall serve as a full member of the Retirement Commission Board of Trustees and vote on any and all matters considered by the Commission. The term for this trustee shall be three (3) years.

37.14: Option to Transfer Full Administration of the Retirement System to MERS.

The County has, in its discretion, the right to transfer entire administration of the Wayne County Retirement System, including, but not limited to all defined benefit plans, investment, defined contribution plans, eligibility issues, non-duty and duty disability, to the Municipal Employees' Retirement System of Michigan (MERS).

ARTICLE 38  
ECONOMIC IMPROVEMENTS

38.1: 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. Dive Team Members 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 classification of Corporal will receive an additional one thousand dollars (\$1,000.00) per year upon completion of five (5) years of service in grade. Effective beginning the date this Agreement is executed by the County Executive, employees in the classification of Corporal will receive the additional one thousand dollars (\$1,000.00) per year upon completion of eighteen (18) years of credited service.

38.2: Wage Rate Changes for Employees Represented by the POAM.

- A. Effective October 1, 2015, employees will receive a 5% wage increase.

- B. Effective October 1, 2016, employees will receive a 5% wage increase.

1. Throughout the duration of this agreement, POAM wage increases shall be 5% of wages above AFSCME Local 3317 negotiated raises. (Example: If on November 1, 2016, after POAM has received two (2) 5% annual wage increases, Local 3317 and the County negotiate for Local 3317 to receive a one (1) 10% annual wage increase, POAM would receive an additional annual 5% annual wage increase.)

- C. The following wage rates incorporate the wage increases in 38.2(A) and (B) and shall apply to full-time employees of record who are employed with the County of Wayne in the classifications of Police Officer and Corporal effective October 1, 2015.

STEP	10-01-15	10-01-16	10-01-17	10-18-18
Police Officer (Entry)	29698	31183	31183	31183
2	32998	34648	34648	34648
3	35106	36861	36861	36861
4	38053	39956	39956	39956
5	42126	44232	44232	44232
6	46338	48655	48655	48655
7	51253	53816	53816	53816
8	54763	57501	57501	57501
Corporal	56591	59421	59421	59421
Red Circle Rate (former detective)	58173	58173	58173	58173

- D. An annual single step increase will be provided to all employees below Step #8 on their anniversary date each year of the contract. Under no circumstance can an annual step increase exceed one step.

- E. Step increases will continue beyond the expiration of the collective bargaining agreement (September 30, 2011) for those employees who are below the maximum wage step for their classification.

F. Effective October 1, 2016, employees shall receive annual bonuses in accordance with the following:

1. All bargaining unit members shall receive a \$650 annual bonus regardless of participation in a healthcare contract.
2. For those with healthcare contracts:
  - a. \$650 for those with single-person healthcare contracts;
  - b. \$1,000 for those with two-person healthcare contracts;
  - c. \$1,3000 for those with family contracts
3. Employees receiving bonuses under Section 38.2(D)(2) above shall have the option of receiving this bonus payable every other pay period as taxable income.

38.3: Work In A Higher Classification. Any employee required to work in a higher classification shall be paid at the higher rate of pay.

ARTICLE 39  
DIFFERENTIAL PAYMENT

39.1: Shift Differential.

All employees assigned to a regular afternoon or night-shift, during which four (4) or more hours fall between 6:00 p.m. and 6:00 a.m., shall be paid a shift differential of fifty cents (.50) per hour for all hours worked during the said regular shift, and for all additional hours worked in excess of the regular shift.

39.2: Weekend Differential.

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

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

ARTICLE 40  
ERRORS IN WAGES, FRINGE BENEFITS  
AND LEAVE TIME

40.1: Overpayments which are the result of clerical or mechanical errors in calculating an employee's wages or fringe benefits may be deducted from an employee's pay within six (6) months after the overpayment is made, provided the employee is given a written explanation of the deduction at least one (1) pay period before the wage payment affected by the deduction is made, or at the option of the employee, money may be paid back.

40.2: Deductions will be itemized and no more than fifteen percent (15%) of an employee's pay may be deducted from a paycheck unless otherwise agreed by the employee.

40.3: Errors made in the computation or payment of any leave time within the preceding three (3) years may be recovered by adjustment of current leave balances, offsetting future leave earnings or at the option of the employee, money may be paid back.

ARTICLE 41  
RESIDENCY

41.1: Employees must reside in the State of Michigan in accord with state law and department policies.

ARTICLE 42  
UNION BULLETIN BOARDS

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

- A. Union Meetings
- B. Union Elections
- C. Reports of the Union
- D. Rulings or Policies of the International Union
- E. Recreational and Social Affairs of the Union

F. Postings of Position Vacancies

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

ARTICLE 43  
DRUG POLICY

43.1: In accord with the Drug Free Work Place Policy adopted by the County of Wayne, the following standards and procedures are established.

43.2: Reasons for Testing.

A. The County's program includes the following:

1. Pre-promotional - testing an employee who is selected for promotion.
2. Transfer - testing an employee who is transferred to a job of a sensitive nature (e.g., Drug Enforcement, Internal Affairs, and other jobs designated by the Review Committee).
3. Return to Work - testing an employee who has not performed his or her regular full-time law enforcement duties for over thirty (30) consecutive calendar days.

The County shall place an employee that has not performed regular full-time law enforcement duties in excess of thirty (30) consecutive calendar days into an Administrative Work Status with pay: The Administrative Work Status will be effective beginning the first workday following the date the employee submits, to the Personnel Office of the Department in which he or she is assigned, the appropriate medical clearance authorizing his or her return to work without restrictions in his or her appropriate Civil Service classification.

During the Administrative Work Status, the County shall pay the employee at his or her regular straight time hourly rate of pay up to a maximum of five (5) workdays per workweek. However, the Administrative Work Status shall in no way be effective or construed as an official return to work. Also, during this period, the Department shall not require the employee to perform any duties or responsibilities traditionally defined or understood as being unique to a non-supervisory law enforcement classification.

4. Random - random testing at the request of Division Commanders with the approval of the Sheriff for: DEU, Internal Affairs, Executive Staff and employees assigned to inter-agency task forces where members from the other agencies are subject to random testing.
5. Random testing of employees not included in (4) above. Random testing will begin after the parties have mutually agreed upon a random selection method and procedure.
6. Based Upon Reasonable Suspicion - testing when a representative of the Employer can point to objective facts from which can be drawn rational inferences, in light of the representative's experience, that the employee is under the influence of, using, selling, dispensing, or in possession of any controlled substance unlawfully.

Upon receipt of a negative drug screen result, the County may require the employee to provide another sample at a date and time of the County's choosing.

7. Follow-up - testing as part of counseling or rehabilitation.

- B. Orders for testing will come from the Director or Deputy Director of the Department of Personnel/Human Resources or the Labor Relations Director. Orders for testing shall be documented in writing. Documentation shall include the reason for the order.
- C. An employee who refuses to submit to a drug test in accord with this policy shall be permanently removed from the County service.

43.3: Testing Procedure.

The County shall adhere to the standards of the National Highway, Traffic, Safety Authority (NHTSA) drug testing procedures and analysis.

43.4: Consequences of Violating the County Drug Policies.

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.

43.5: Confidentiality.

All records pertaining to the initiation and administration of this program shall be kept strictly confidential by the Department of Personnel/Human Resources. Only those County employees who have a need to know, the Sheriff, the Undersheriff and the Disciplinary Commander shall have access to any records or reports. All others must have the written permission of the employee. Copies shall be made available to the employee.

43.6: Grievance Procedure.

Any disputes concerning the interpretation or application of this policy shall be subject to the grievance procedure. Grievances shall be initiated at the Labor Relations step within the grievance procedure as indicated in this Agreement.



43.7: Hold Harmless Provision.

The Employer agrees to indemnify and save harmless the Union and its members, from and against all claims or suits arising out of the implementation of this drug policy, pertaining to the acts or omissions of the Employer or its agents. The Union agrees to indemnify and save harmless the Employer, and its agents, for and against all claims or suits arising out of the implementation of this drug policy, pertaining to the acts or omissions of the Union, or its agents. Said indemnification shall take the form of the defense and payment of any judgments or settlements. This Agreement supersedes all other agreements regarding drug policies and testing.

ARTICLE 44  
GENERAL PROVISIONS

44.1: Severability Clause.

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

44.2: Savings Clause.

Except for workers' compensation claims, employees separating from County service by resignation, retirement or discharge shall have one hundred eighty (180) days from the effective date of separation to file any claims, civil actions, lawsuits or administrative charges related to their employment with the County. Failure to file such claims or charges within that time period shall result in a complete release and waiver of all claims or actions that the employee could have instituted or asserted concerning his or her employment with the County of Wayne.

44.3: Sheriff's Designee.

Total responsibility for implementing this Agreement rests with the Labor Relations Division; and the Sheriff. Whenever

language is used in this Agreement naming the Sheriff, it will be presumed, absent clear evidence to the contrary, that a representative employed in the Wayne County Sheriff's Office may be designated by the Sheriff to act in his or her place.

44.4: Reserve Officers.

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 a separate and distinct shoulder patch on their uniform that clearly identifies them as a Reserve Officer. Moreover, the parties agree to bargain over the proper ratio of POAM bargaining unit members to reserve officers.

44.5: Maintenance of Conditions.

Unless otherwise provided by law, provisions pertaining to all fringe benefits, including, but not limited to, pensions, hospitalization, insurance, life insurance, vacation leave, sick leave, and holidays, not changed, addressed, or otherwise included in this Agreement remain in full force and effect.

44.6: Entire Agreement.

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

ARTICLE 45  
SUB-CONTRACTING & INSOURCING

45.1: Outsourcing/Insourcing Committee.

A committee shall be established known as the "Outsourcing/Insourcing Committee." This committee shall have four members: two (2) members appointed by the Union and two (2) members appointed by the CEO. The CEO may submit to this committee an outsourcing proposal without regard to any Article of this Agreement. The Union may submit to this committee an

insourcing proposal. If a majority of this committee approves the outsourcing or insourcing proposal, it shall be implemented. In deciding whether a proposal submitted to this committee should be approved, the questions to be answered by the committee members are:

- a. Will the proposal likely improve the quality of service at no additional cost; or
- b. Will the proposal result in, at least, the same quality of service but is less expensive?

ARTICLE 46  
DURATION OF AGREEMENT

The new collective bargaining agreement shall remain in full force and effect through September 30, 2019 when it shall expire on its terms without notice by either party.

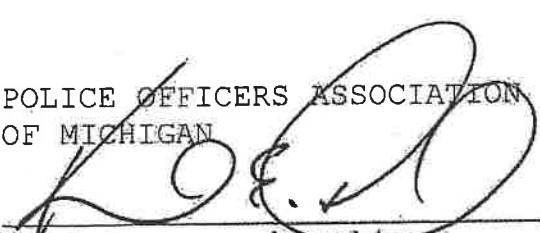
ARTICLE 47  
STATUTORY EMERGENCY MANAGER

In accordance with MCL 423.215 (7), an Emergency Manager may be appointed under the Local Financial Stability and Choice Act, 2012 PA 436, who will have the authority to reject, modify, or terminate the collective bargaining agreement, as provided in the Act. The parties further recognize that inclusion of the provision in the parties' agreement is required by the Act and is otherwise a prohibited subject of bargaining.



Wayne County/POAM  
10/1/2015 through 9/30/2019  
SIGNATURE COPY

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

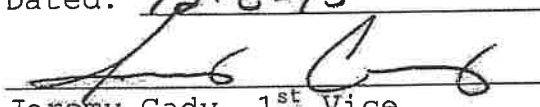
  
Kenneth E. Grabowski  
Business Agent

Dated: 12-8-15

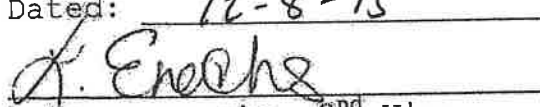
WAYNE COUNTY DEPUTY SHERIFFS'  
ASSOCIATION

  
Brian Earle, President

Dated: 12-8-15

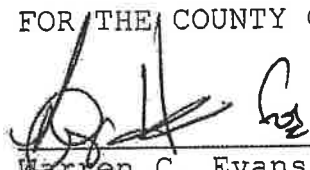
  
Jeremy Cady, 1<sup>st</sup> Vice  
President

Dated: 12-8-15


  
LaTanya Enochs, 2<sup>nd</sup> Vice  
President

Dated: 12-10-15

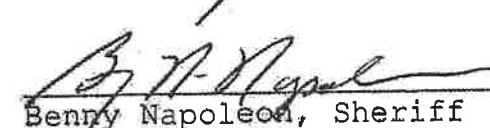
FOR THE COUNTY OF WAYNE

  
Warren C. Evans  
County Executive

Dated: 1/20/16

  
Kenneth Wilson  
Labor Relations Division

Dated: 12/8/15

  
Benny Napoleon, Sheriff

Dated: 12/21/15

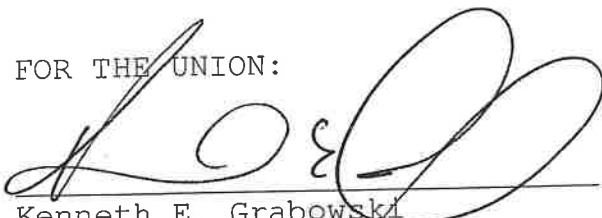


LETTER OF UNDERSTANDING #1

THE COUNTY OF WAYNE  
-AND-  
POLICE OFFICERS ASSOCIATION OF MICHIGAN


1. It is understood between the parties that the format for determining experience credit on promotional examinations for the classification of Police Sergeant is to be continued.
2. The change in the application of credit is limited to the determination that the employees on workers' compensation will be considered at work for experience credit purposes for up to ninety (90) days in any calendar year.
3. In order to receive credit for experience while on workers' compensation in any subsequent year, an employee must return to work for at least thirty days before such additional credit can be given.
4. This provision is being added because of the unusual nature of the occupation of Police Officer and the likelihood of injury associated with normal job performance. It is believed by the parties that work related injury should not impact on the opportunity for promotion if all other factors are equal.

FOR THE UNION:

  
Kenneth E. Grabowski  
Business Agent  
Police Officers Association  
of Michigan

Dated: 12-8-15

FOR THE COUNTY OF WAYNE:

  
Kenneth S. Wilson  
Director of Labor Relations

Dated: 12/8/15





LETTER OF UNDERSTANDING #2

THE COUNTY OF WAYNE  
- AND -  
POLICE OFFICERS ASSOCIATION OF MICHIGAN

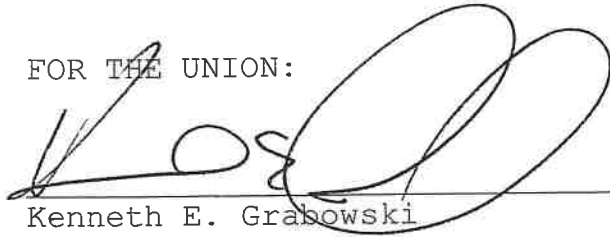
After carefully reviewing and thoroughly discussing the duties expected of Wayne County Sheriff's Department employees assigned to care for departmental dogs, and, in order to assure that said employees are fairly and properly compensated in accordance with applicable law and contractual entitlement, the parties enter into the following agreement:

1. Employees are entitled to compensation for the actual off-duty time spent in the care of Department dogs provided such work is authorized.
2. The parties agree that an average of forty (40) minutes per day is customarily spent on such duties. In lieu of pay for this time, it is agreed that the employee assigned to care for a dog(s) will be scheduled to work seven hours per day. The additional twenty (20) minutes of time off will serve as pay in lieu of the time required to care for the dog(s) on weekends.
3. The parties further agree that it is the prerogative of the Department to determine whether time spent in excess of the above is necessary and whether it shall be performed while the member is on duty or off duty.
4. No time in excess of the above daily limit shall be expended on canine care without the prior approval of an appropriate supervisor.
5. Nothing in this agreement replaces, changes or modifies any right of either party as established in the Collective Bargaining Agreement.
6. Any employee with more than one (1) Department dog shall receive an additional fifteen (15) minutes per day, per dog. This time is to be converted at a rate of time and one-half.
7. It is agreed that when an employee handling a dog(s) takes annual leave of two or more consecutive days, the Employer



will pay for the cost of boarding the dog(s) during this period of time.

FOR THE UNION:



Kenneth E. Grabowski  
Business Agent  
Police Officers Association  
of Michigan

Dated:

12-8-15

FOR THE COUNTY OF WAYNE:



Kenneth S. Wilson  
Director of Labor Relations

Dated:

12/18/15

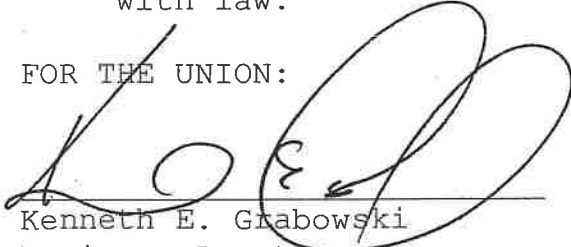


LETTER OF UNDERSTANDING #3

THE COUNTY OF WAYNE  
-AND -  
POLICE OFFICERS ASSOCIATION OF MICHIGAN


1. It is hereby agreed that employees assigned to the Chief Executive's Office and the Sheriffs Executive staff shall continue to receive an adjustment equal to \$2,000.00 annually. This adjustment is to compensate those employees for the unique on-call and off-hour assignments required.
2. This special payment, to be paid fractionally over 26 pay periods, will be paid to that number of employees indicated in the 1990 budget for each office.
3. While it is not expected that overtime equivalent to \$2,000.00 will be exceeded, if time is actually worked beyond that amount, it will be paid or credited in accord with law.

FOR THE UNION:

  
Kenneth E. Grabowski  
Business Agent  
Police Officers Association  
of Michigan

Dated: 12-8-15

FOR THE COUNTY OF WAYNE:

  
Kenneth S. Wilson  
Director of Labor Relations

Dated: 12/8/15



LETTER OF UNDERSTANDING #4

THE COUNTY OF WAYNE  
- AND -  
POLICE OFFICERS ASSOCIATION OF MICHIGAN

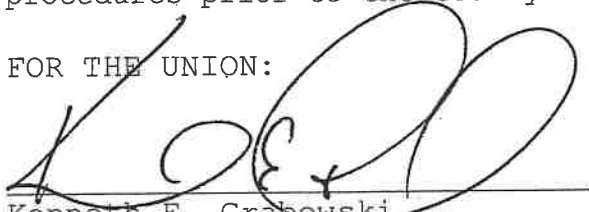
RE: AGENCY FEE PROCEDURES

The parties recognize that a union wishing to collect agency shop service fees must adopt constitutionally adequate procedures. In accordance with the requirements of Chicago Teachers Union v Hudson, 475 US 292 (1986), POAM must adopt and utilize procedures which provide nonmembers with: (1) an adequate explanation of the basis for the Union's service fee including disclosure of all major categories of expenses; (2) a reasonably prompt opportunity to object to the fee before an impartial decision maker; and (3) escrow the amounts reasonably in dispute while the challenges are pending and provide for advance reduction of fees for expense categories unrelated to negotiations or contract administration and clearly expended for ideological purposes.

To that end, prior to the enforcement of the required payroll deduction of agency shop service fees for any nonmember challenging the Union's service fee, POAM agrees to provide the County with a copy of the Union's current service fee collection procedures and to certify to the County in writing that POAM has complied with all requirements of those procedures in connection with the bargaining unit members whose fees are at issue, prior to the County making the required payroll deductions.


If the procedure is altered or amended POAM agrees to serve the County with a copy and to meet and confer with the County regarding any concerns raised. The Union will certify to the County in writing that POAM has complied with all requirements of the above referenced procedures prior to the County making the required payroll deductions.

FOR THE UNION:

  
Kenneth E. Grabowski  
Business Agent  
Police Officers Association  
of Michigan

Dated: 12-8-15

FOR THE COUNTY OF WAYNE:

  
Kenneth S. Wilson  
Director of Labor Relations

Dated: 12/8/15





MEMORANDUM OF AGREEMENT  
Between  
THE COUNTY OF WAYNE, MICHIGAN  
And  
WAYNE COUNTY DEPUTY SHERIFF ASSOCIATION/  
POLICE OFFICERS ASSOCIATION OF MICHIGAN  
(WCDSA/POAM)

Re: Retirement Plan 5/6 Loans

Wayne County Deputy Sheriff Association/Police Officers Association of Michigan (Union) has requested that its members be allowed to borrow funds from the defined contribution portion of Retirement Plan 5 and Retirement Plan 6. Pursuant to the goal of encouraging friendly and cooperative relations between the Union and Wayne County (Employer), this Memorandum of Agreement (Agreement) is entered into between the parties to afford eligible Union members with funds in the defined contribution portion of Retirement Plan 5 or Retirement Plan 6 the ability to borrow from these funds with the terms being as follows:

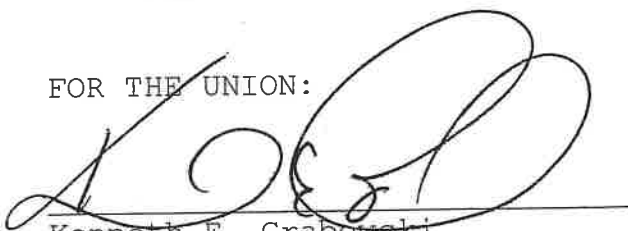
1. An employee who wishes to borrow funds on deposit in their defined contribution portion of Retirement Plan 5 or Retirement Plan 6 shall make application to the Wayne County Employees' Retirement System on a form provided by the Retirement Office.
2. The Director of the Wayne County Employees' Retirement System or the deputy director in the director's absence, shall have the right to approve the employee's loan request, if the terms stated below are met.
3. The employee will be allowed to borrow up to fifty percent (50%), not to exceed \$50,000.00, of the funds on deposit with the Wayne County Employees' System and which are held in the employee's defined contribution account within Retirement Plan 5 or Retirement Plan 6.
4. The employee's right to obtain such a loan shall be regulated by the applicable Internal Revenue Service's (IRS) rules and regulations and if the amount of the loan requested by the employee exceeds the amount set forth by the appropriate IRS regulations, that employee will only be



allowed to borrow up to the amount allowed by the IRS and no more.

5. The employee shall repay the loan in full at an interest rate equal to the Ten (10) Year Treasury Bill Rate on the date that the employee receives the loan from the retirement system. It is understood that this rate is a fluctuating rate and will be different for each employee depending on the date the loan is requested and paid out. The loan shall be repaid in accordance with the rules established by the board of trustees or as set forth in the terms of the applicable collective bargaining agreement between Wayne County and the Union. The loan shall be repaid within five (5) years by way of payroll or retirement check deductions. The employee may repay the loan sooner without penalty.
6. Any employee who requests a loan under this Agreement shall protect and hold harmless the County of Wayne, the Wayne County Employees' Retirement System, and the Union, in the event there is a dispute between the employee and the IRS. Further, the Union waives all claims and rights of any kind under the parties' collective bargaining agreement, and in law, and shall not file any grievance, claim, or other charge on behalf of itself or any of its past, current or future members for actual or perceived harm that may result from implementation of this Agreement.


FOR THE UNION:



Kenneth E. Grabowski  
Business Agent  
Police Officers Association  
of Michigan

Dated: 12-8-15

FOR THE COUNTY OF WAYNE:



Kenneth S. Wilson  
Director of Labor Relations

Dated: 12/8/15



APPENDICES

LONG-TERM DISABILITY INCOME BENEFIT PLAN

NON-MEDICAID/MEDICARE ELIGIBLE MONTHLY STIPEND SCHEDULE

HIGH-DEDUCTIBLE HEALTH PLAN





County of Wayne, Michigan

**LONG-TERM DISABILITY INCOME BENEFIT PLAN**

Amended and Restated Effective as of  
December 1, 1996 June 1, 2015





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**PART I**  
**ESTABLISHMENT AND PURPOSE**

- 1.1 **Establishment.** Effective July 1, 1984, the County of Wayne, Michigan (the "County") established the County of Wayne, Michigan Disability Income Benefit Plan (hereinafter the "Plan"). The Plan was subsequently amended as of December 1, 1990, and is hereby amended and restarted in its entirety, effective as ~~December 1, 1996~~ June 1, 2015.
- 1.2 **Purpose.** The purpose of the Plan is to provide long-term disability income benefits to eligible Full-Time Employees of the County or any other Participating Unit.
- 1.3 **Authority.** The County has authority and control over all terms and aspects of the Plan, including the design of benefits provided under Part VI and the establishment of a funding policy. The County also shall have the authority to amend or terminate the Plan.
- 1.4 **Conformity with State of Michigan Statutes.** Any provision of the Plan, which is in conflict with the Statutes of the State of Michigan, is hereby amended to conform to the minimum requirements of such Statutes.

**PART II**  
**DEFINITIONS**

The following words and phrases shall have the following meanings:

- 2.1 **"Actively At Work"** means the Participant's attendance in person at his/her usual and customary place of employment with the County or a Participating Unit, acting in the regular performance of the duties of his/her occupation for wages or profit, or those who are on an approved leave of absence of less than ~~18~~ 3 months.
- 2.2 **"Annual Pay Rate"** means a Participant's regular annual rate of pay, exclusive of any overtime, shift differential, longevity pay, or any other payments. For a salaried employee, Annual Pay Rate shall be his/her annual salary, exclusive of any overtime or bonuses. For an employee paid on an hourly basis, his/her Annual Pay Rate shall be the accumulation of his/her hourly wages, up to a maximum of 40 hours per week.
- 2.3 **"Benefits"** means the income provided under the Plan pursuant to the terms of Part VI.
- 2.4 **"Benefit Days"** means the total days of a Participant's Disability less any and all Elimination Periods.
- 2.5 **"County"** means the County of Wayne, Michigan, acting pursuant to the Charter and Statutes of the State of Michigan.

- 2.6 **"Daily Rate"** means the daily amount of Benefits paid to a Participant, as specified in Section 6.4.
- 2.7 **"Disability"** means that period of time during which a Participant is totally unable to perform in his/her usual or principal work and receives no earnings for performing other work or services. If the Disability continues for more than 24 months, it shall be defined thereafter as that period of time during which the Participant is totally unable to perform in any other gainful work or service for which he/she is reasonably fitted by education, training, or experience.
- 2.8 **"Effective Date"** means ~~December 1, 1996~~ June 1, 2015, the effective date of the current amendment and restatement of the Plan.
- 2.9 **"Elimination Period"** means the consecutive number of days required under the Plan for a Participant to qualify for payment of Benefits, as set forth in Part II, Section 2.20 and per Part V1, Section 6.2 of the Plan.
- 2.10 **"Full-Time Employee"** means an individual who is regularly scheduled to work at least 40 hours per week, unless otherwise specified by a collective bargaining agreement.
- 2.11 **"Length of Service"** means the period of a Participant's continuous employment with the County or any other Participating Unit. Length of Service of a Participant who incurs a break or interruption in his/her employment shall not include his/her service prior to the break or interruption. However, any layoff, leave of absence without pay for reasons other than Disability, time off without pay on a continuous basis from any approved Disability absence shall not be considered as a break or interruption of employment for the purpose of determining Length of Service, but shall be deducted from the total length of service.
- Once a Participant has received Benefits under the Plan for a specific Length of Service or portion thereof, the portion of such Length of Service for which Benefits have been paid shall not be included in determining the Participant's Length of Service for a future period of Disability.
- A Participant's period of Disability may be included in his/her Length of Service in determining the duration of his/her Benefits for a future period of Disability, but only if the Participant does not incur a break or interruption of employment upon recovering from his/her initial period of Disability and he/she again becomes Actively At Work for at least one year.
- 2.12 **"Military Service"** means service in the Army, Navy, Air Force, Marine Corps, Coast Guard, or any other recognized branch of service pertaining to the U.S military.
- 2.13 **"Monthly Benefit"** means the monthly amount of a Participant's Benefit under the Plan, which shall not exceed the Monthly Maximum, as set forth in the Collective Bargaining Agreement.
- 2.14 **"Monthly Maximum"** means the maximum amount of a Participant's Monthly Benefit allowable under the Plan, as set forth in the Collective Bargaining Agreement.
- 2.15 **"Participant"** means a person who is covered under the Plan by virtue of his/her satisfaction of the eligibility requirements contained in Part V.

- 2.16 **"Participating Unit"** means the County and any other entity that is designated by the County as entitled to adopt the Plan for the benefit of its eligible employees, and which does adopt the Plan with the approval of the County.
- 2.17 **"Plan"** means the County of Wayne, Michigan Long-Term Disability Income Benefit Plan, as set forth in this document, and as amended from time to time.
- 2.18 **"Plan Administrator"** means the person or entity that is appointed by the County to administer the Plan in accordance with Section 8.2 or, if no such person or entity is appointed, the County shall be the Plan Administrator. ~~As of the Effective Date, the Plan Administrator is the Director of the County's Benefits Administration Division.~~
- 2.19 **"Retirement"** ~~means termination of employment with entitlement to immediate receipt of benefits under the Wayne County Retirement System or the Federal Social Security Act means when Participant is eligible for retirement benefits pursuant to the CBA or meets the full retirement age under the Federal Social Security Act.~~
- 2.20 **"Schedule of Benefits"** means the schedule set forth in the collective bargaining agreement to the Plan that specifies the amount of benefits to be provided.
- 2.21 **"Service Provider"** means any insurance or other company selected by the Plan Administrator to which certain administrative duties related to the Plan may be delegated.

### **PART III**

#### **ADOPTION BY PARTICIPATING UNITS**

- 3.1 **Adoption** The County by action of the director of its Benefits Administration Division or any other duly authorized officer or official of the County, may grant to any affiliated governmental entity the power to adopt the Plan for the benefit of its employees by an authorizing vote of its governing body. Any such affiliated entity that adopts the Plan shall be considered a Participating Unit hereunder.
- 3.2 **Subject to Plan** Each Participating Unit shall be subject to the terms and conditions of the Plan as administered by the Plan Administrator.
- 3.3 **Termination of Participation** A Participating Unit may at any time terminate its participation in the Plan by notifying the Plan Administrator in writing of its intent to do so. No Benefits claimed under the Plan prior to the effective date of such termination shall be forfeited.

### **PART IV**

#### **CONTRIBUTIONS AND FUNDING**

- 4.1 **County Contributions** The contributions required to fund and /or provide payment of Benefits under the Plan shall be made by the County.
- 4.2 **Participant Contributions** Participant contributions shall not be made, unless the County provides notice to Participants, any Participating Units, and all affected collective bargaining units that such Participant contributions will be required. Subject to the terms of any applicable collective bargaining agreement, the Plan Administrator shall establish the effective date and the amounts of any such Participant contributions.

**4.3 Funding Policy** The County or the Plan Administrator acting on behalf of the County may establish a funding policy with respect to contributions made to a fund established on behalf of the Plan. In establishing a funding policy, the County or the Plan Administrator shall consider:

- (a) the amounts needed to finance the Benefits not provided through insurance
- (b) the possible establishment of reserves to fund Benefits on a sound basis; and
- (c) recommendations of an actuary with respect to appropriate funding levels relating to the Benefits provided hereunder

**4.4 Exclusive Use Rule** At no time shall any assets of the Plan, other than such assets as may be required to pay expenses of the administration of the Plan, be diverted to purposes other than for the exclusive benefit of Plan Participants.

## **PART V**

### **ELIGIBILITY AND PARTICIPATION**

**5.1 Eligibility** Each Actively At Work Full-Time Employee of the County or any other Participating Unit, whose participation in the Plan is not precluded by a collective bargaining agreement, shall be eligible to participate in the Plan. In addition, an employee of the County or any other Participating Unit who is not a Full-Time employee may become eligible to participate in the Plan if he/she satisfies one or more of the following requirements:

- (a) He/she is among a group of employees whose participation in the Plan is provided for, pursuant to a collective bargaining agreement entered into by the County or another Participating Unit or
- (b) He/she is entitled to participate in the Plan pursuant to any other contract, plan or arrangement to which the County or another Participating Unit is a party or pursuant to a directive from the Director of Personnel of Human Resources.

**5.2 Commencement of Participation** An individual shall commence participation in the Plan on the date he/she satisfies the eligibility requirements under Section 5.1 provided he/she is Actively At Work and, if required by the Plan Administrator, provides evidence of good health to the Plan Administrator.

**5.3 Termination of Participation** An employee will cease his/her participation in the Plan as of the earliest to occur of the following:

- (a) The date the Participant ceases to satisfy the eligibility requirements of Section 5.1, whether by virtue of his/her termination of Full-Time employment or otherwise;
- (b) The date the Participant enters into Military Service.
- (c) The date of the termination of the Plan
- (d) The date of the Participant's death

- (e) The date of the Participant's Retirement
- (f) The date the Participant fails to make any required contribution under Section 4.2
- (g) The date of the Participant's incarceration; and
- (h) The Participant's failure to comply with the claims requirements of the Plan, as set forth in Part VII

Termination of participation under this Section 5.3 during a period for which Disability Benefits are being paid shall not result in the termination of such Benefit payments, unless the event causing termination of participation is also an event resulting in termination of Benefits under Section 6.3.

- 5.4 **Reemployment** If an individual whose participation in the Plan has been terminated again becomes an employee of the County or a Participating Unit who is eligible under Section 5.1, he/she shall recommence participation in the Plan on the first day that he/she is again Actively At Work.
- 5.5 **Changes in Coverage** Any increase in the level of coverage under the Plan for a Participant by virtue of a change in classification, a new collective bargaining agreement, a salary adjustment, a compaction of class functions, or a court order shall become effective on the date of such change, provided the Participant is Actively At Work at that time. If he/she is not Actively At Work as of the effective date of such increase, such change shall become effective on the 30<sup>th</sup> day after he/she again becomes Actively At Work. Any decrease in the amount of a Participant's coverage as a result of any of the above-mentioned events will become effective on the date of the change.

## **PART VI** **PLAN BENEFITS**

- 6.1 **Commencement of Benefits** Benefits under the Plan will commence to a Participant after all of the following have occurred:
  - (a) The Participant provides written notice of his/her Disability and his/her claim for Disability Benefits, including proof of loss, to the Plan Administrator in the form and manner prescribed in Part VII.
  - (b) The Plan Administrator approves the payment of Disability Benefits to the Participant and
  - (c) The Participant satisfies the applicable Elimination Period described in Section 6.2 and the Collective Bargaining Agreement.
- 6.2 **Elimination Period** The Elimination Period is ~~means 30 consecutive calendar days~~ the specified number of days (which shall be no less than 30) during which a Participant's Disability must continue before which his/her Benefits under the Plan may commence, as set forth in the Collective Bargaining Agreement. A Participant who recovers from a Disability and then incurs a future Disability due to the same cause within three months of again becoming Actively At Work need not satisfy a new Elimination Period to recommence receiving Benefits under the Plan. If such Participant incurs a future Disability due to the same cause after this three-month period has elapsed or due to an

unrelated cause, he/she must satisfy a new Elimination Period before receiving Benefits under the Plan. In the event a participant is receiving benefits for a disability and incurs another illness or injury during the original disability but not related to the original disability, the participant must satisfy a new eligibility period at the time he/she recovers from the original injury.

**6.3 Duration of Benefits** Benefits to a Participant under the Plan will commence as provided in Sections 6.1 and 6.2 and continue until the earliest to occur of the following events:

- (a) The Participant's maximum payment period ends (i.e. his/her Disability lasts for a period equal to his/her Length of Service)
- (b) The Participant no longer meets the definition of Disability in accordance with section 2.7 of the Plan.
- (c) The Participant recovers from his/her Disability
- (d) The Participant dies
- (e) The Participant reaches Retirement, is eligible for retirement benefits pursuant to the CBA or meets the full retirement age under the Federal Social Security Act.
- (f) The Participant ceases to be under the continuous care or attendance of a physician for any approved Disability
- (g) The Participant fails to seek actively eligible no-fault automobile wage loss benefits
- (h) The Participant fails to supply requested information (including, but not limited to proof of loss) to the Plan Administrator, in accordance with Part VII or otherwise, within the prescribed time period.
- (i) The Participant fails to comply with the County's or the Plan Administrator's request for medical examinations
- (j) The Participant refuses to cooperate in reasonable treatment or rehabilitation efforts and
- (k) The Participant becomes incarcerated
- (l) The Participant files false, incomplete or misleading information and/or if fraud is discovered in an attempt to receive benefits.
- (m) The Participant's employment is terminated due to criminal activity of Participant or due to intentional and/or willful misconduct.

~~(k)~~

Notwithstanding the foregoing, Benefits under the Plan paid to a Participant whose Disability results from alcoholism, chemical/drug dependency and/or a mental or nervous disorder will be for a cumulative period of no more than 12 months or a period equal to length of service prior to disability or until the earlier of the events listed in (a) – (m) above, whichever is less, shall



continue until the earlier of the earliest to occur of the events listed in (a) through (k) above or the expiration of 12 months from the date such Benefits commenced.

Also notwithstanding the foregoing, Benefits under the Plan to a Participant who is at least age 60 as of the date of onset of his/ her Disability shall continue until the earlier of the earliest to occur of the events listed in (a) through (k) above or the maximum period specified below:

Age At Disability	Maximum Duration of Benefits
60	5 years
61	4 years
62	3 ½ years
63	3 years
64	2 ½ years
65	2 years
66	1 ¾ years
67	1 ½ years
68	1 ¼ years
69	1 year
70	1 year
71 and over	6 months

**6.4 Amount of Benefits** The amount of Benefits provided to Participants shall be as set forth in the Part II, Section 2.20. The Plan Administrator shall determine the Benefits to conform to changes in collective bargaining agreements or other documents governing the terms of Participants' Benefits. Benefits are calculated by determining the Participant's Annual Pay Rate, the percent of his/her Annual Pay Rate to be used in the calculation, and his/her Monthly Maximum. The Participant's Monthly Benefit is either the specified percentage of his/her Annual Pay Rate divided by 12 of the Monthly Maximum, whichever is less. The Monthly Benefit is then multiplied by 12 and divided by 365 to arrive at a Daily Rate. The Daily Rate is paid for each Benefit Day. A Participant shall not be entitled to concurrent Benefits for more than one Disability.

**6.5 Payment of Benefits** Payment of Benefits shall commence as soon as practicable after the end of the applicable Elimination Period, but not before the Plan Administrator has

(a) Received notice of a claim

(b) Approved the claim and

(c) Determined that the applicable Elimination Period has been met

(-)(d) Received all fully completed required or requested forms and documents and/or received necessary requested information from the Participant.

The Plan Administrator will issue the Participant his/her payment on a bi-weekly basis Benefit during the continuance of the period for which Benefits remain payable. Benefits for fractional months will be equal to the Daily Rate multiplied by the number of Benefit Days in the month.

**6.6 Restoration of Eligibility for Benefit Payments**

- (a) If a Participant has received his/her maximum benefits under the Plan because he/she has been under a Disability for the same or unrelated cause for a time equal to his/her Length of Service, he/she will not be eligible to receive additional Benefits for a subsequent Disability, unless he/she resumes employment as an eligible Participant under Sections 5.1 and is Actively At Work for at least one consecutive year.
- (b) If a Participant has received Benefits under the Plan by virtue of his/her Disability for a time less than his/her Length of Service, he/she will be eligible to receive additional Benefits for a subsequent Disability with respect to the period of his/her total Length of Service less the amount of time for which the Participant has received Benefits. This total Length of Service will include the period of his/her previous Disability, but only if the Participant resumes employment as an eligible Participant under Section 5.1 and is Actively At Work for at least one consecutive year.

**6.7 Exclusions** Monthly Benefits shall not be paid to a Participant for any Disability:

- (a) Resulting from attempted suicide or non-accidental self-inflicted injuries, whether the Participant is sane or insane
- (b) Resulting from an act of aggression or participation in a criminal enterprise by the Participant. This includes Disability resulting while engaged in or in consequence of a violation of law or commission of a crime (regardless of whether actually convicted)
- (c) Resulting from an act of war, declared or undeclared, or from an injury incurred or sustained while the Participant served in the Military Service or
- (d) Resulting from a cause for which the Participant has consulted with a physician, received medical treatment, or taken prescribed drugs or medicines during the three-month period immediately prior to becoming a Participant under the Plan, provided that the foregoing exclusion shall not apply if after the Participant commences or recommences to be Actively At Work.
- (i) a period of at least three consecutive months elapses on or after the effective date of Plan participation, during which time the Participant incurs no expenses, receives no medical treatment or services, and takes no prescribed drugs or medicines in connection with such Disability or
- (ii) a period of at least six consecutive months elapses during which time the Participant is continuously a Participant in the Plan.

**6.8 Coordination of Benefits** Benefits shall be coordinated under the Plan in accordance with the following:

- (a) Benefits will be reduced by the amounts paid or payable from any of the following:
  - (i) Any federal, state, or other governmental income plan

(ii) Any short-term or other long-term disability income benefits or wage loss plan per the terms of Participants CBA

(iii) Earnings for performing any other work or service

(iv) Benefits pursuant to any State of Michigan or other state's automotive (no-fault) benefits program

(v) Monies, denominated as economic or non-economic, received from any third party action claiming damages based on the Disability.

(b) Workers' Compensation benefits may either preclude or reduce the payment of Benefits under the Plan, as provided in Part II, Section 2.20 or as defined in a Collective Bargaining Agreement.

(c) The Plan Administrator shall have the right to reimbursement from any Participant for past Benefits paid under the Plan for which an offset under subsection (a) or (b) applies. The Participant is required to advise the Plan Administrator of any monies paid or payable under subsection (a) or (b) and to complete any information and/or release forms provided under the Plan. Further, the Participant shall cooperate fully with the Plan Administrator in its efforts to seek recovery.

(d) The coordination of benefits under this Section shall not be construed as any Participant's entitlement to the concurrent receipt of both monies described in subsection (a) or (b) and Benefits under the Plan.

**6.9 Overpayment** The Plan Administrator shall have the right to recover any overpayment of Benefits, including, but not limited to, monies that should have been coordinated under Section 6.8. Recovery may come from any source (to the extent legally permissible), including, but not limited to Benefits under the Plan, regular wages, salary and retirement benefits. The Plan Administrator may authorize any and all legal action necessary to recover any such overpayment.

**6.10 Declination of Benefits** A Participant will be considered eligible to receive Benefits under the Plan until he/she submits written notice of declination of coverage under the Plan to the Plan Administrator.

## **PART VII** **CLAIM ADMINISTRATION**

**7.1 Notice of Claim** Written notice of a claimed Disability must be given to the Plan Administrator within 14 days after the date of commencement of such Disability or as soon thereafter as is reasonably possible. Notice given by or on behalf of the Participant to the Plan Administrator with sufficient information to identify the Participant shall be deemed to be notice. The time period for a Participant to give notice of a disability/illness under the Plan is 30 calendar days from the date of a known disability/illness. To give notice requires that the Participant requests Long-Term Disability Benefits in writing from the Plan Administrator. Failure to provide such written notice in a timely manner may in the Plan Administrator's discretion, result in a denial the loss or reduction of Benefits under the Plan.

7.2 **Claim Forms** The Plan Administrator as soon as practicable following receipt of such written notice, will furnish the Participant such forms as are usually furnished for filing proofs of loss, samples of which are attached to this Plan as Appendix A. The Plan Administrator's receipt of properly executed claim forms does not constitute an agreement to pay Benefits to the Participant.

7.3 **Proof of Loss** Proof of loss constitutes applying for benefits. Proof of loss must be furnished to the Plan Administrator within 90 days after the onset of the claimed Disability. Failure to provide such written furnish proof of loss in a timely manner may in the Plan Administrators discretion result in the denial of benefits under the Plan. ~~within the time required shall not invalidate or reduce any claim if it was not reasonably possible to give such proof of loss within 90 days. Proof of loss shall be furnished as soon as reasonably possible and in no event, except in the event of legal incapacity of the Participant, later than one year from the time the proof is otherwise required.~~

Proof of loss shall include the following:

- (a) A completed "Statement of Claim for Long-Term Disability Benefits", a copy of which is attached to the Plan as Appendix A
- (b) A completed "Physician's Statement of Disability", a copy of which is attached to the Plan as Appendix A
- (c) A completed "Social Security Release of Information", a copy of which is attached to the Plan as Appendix B consent for release of information - Social Security Administration, and
- (d) Any other completed forms or authorizations required by the Plan Administrator.

The Plan Administrator's receipt of the completed forms described above does not constitute an agreement to pay Benefits.

7.4 **Claims Processing** The Plan Administrator or his/her designees shall have the following rights in connection with its review and processing of claims:

- (a) To investigate generally a Participant's claimed disability
- (b) To require that Participants be examined by physicians chosen by the Plan Administrator and
- (c) To require that a Participant sign authorization forms to release records and other information which the Plan Administrator in its discretion believes is necessary to make a determination as to the condition of the Participant.

7.5 **Claim Denials and Appeals** Unless specified in a CBA any Participant claiming Benefits under the Plan who is denied Benefits or benefits are terminated, he/she shall have a right to appeal such denial/termination to a designee of the Plan Administrator. The notice of such denial/termination shall be furnished to the Participant within a reasonable period of time not to exceed 10 days after the denial/termination. The notice shall include the specific reason for the denial/termination and reference to pertinent Plan provisions on which denial/termination is based. The appeal of a denied/terminated claim must be filed within 60 days of the denial/termination. The designee of the Plan Administrator shall review the appeal request within a reasonable time after the request

for appeal. Such time period shall not exceed 60 days. The designee of the Plan Administrator shall notify the Participant of its decision, the decision of the designee of the Plan Administrator is final.

## **PART VIII**

### **ADMINISTRATION OF THE PLAN**

**8.1** County's Authority Subject to Section 8.2 the County shall have exclusive control over all terms and aspects of the administration of the Plan.

**8.2** Plan Administration The control over the administration of the Plan shall be vested in the Plan Administrator, which shall be the County or another individual or entity duly appointed by the County to serve in this capacity. ~~As of the Effective Date, the Director of the Benefits Administration Division of the County is designated as the Plan Administrator, and he/she will serve in that capacity until he/she submits notice of his/her resignation to the County or until he/she is removed and replaced by action of the County's governing board.~~

**8.2**  
**8.3** Powers and Duties of the Plan Administrator The Plan Administrator shall have such duties and powers as may be necessary to discharge its duties under the Plan, including, but not limited to, the following:

- (a) to construe and interpret the Plan in its complete discretion, to decide all questions of eligibility, and to determine the amount, manner and time of payment of Benefits under the Plan
- (b) to prescribe rules, policies and procedures to be followed by Participants when filing claims for Benefits or otherwise
- (c) to appoint and/or employ individuals or entities to assist in the administration of the Plan, including any Service Provider
- (d) to investigate and process claims for Benefits and appeals of denied claims after receipt of the required Information from Participants or their authorized representatives and to determine the amount and duration of Benefits that are payable in accordance with the terms of the Plan and
- (e) ~~to~~ The County will issue checks in payment of valid claims

**8.4** Plan Available Upon Request A copy of this Plan may be obtained by any Participant by contacting the Benefits Administration Division, presently located at 600 Randolph 500 Griswold, 9<sup>th</sup> Floor, Detroit, Michigan 48226, on the Internet and Intranet.

## **PART IX**

### **AMENDMENT AND TERMINATION**

**9.1** Amendment of Plan The County shall have the right to amend the Plan, by action of the director of its Benefits Administration Division. Participants, Participating Units, and affected collective bargaining units shall receive notice of each material amendment prior to its effective date.

9.2 **Termination of Plan** The County may terminate the Plan at any time, by action of its governing body. Participants, Participating Units and affected collective bargaining units shall receive notice of termination of the Plan prior to the effective date of termination.

9.3 **Limitation on Amendment or Termination of Plan** No action to amend or terminate the Plan shall:

- (a) cause the County to use monies resulting from employee contributions for purposes other than the payment of Plan Benefits or
- (b) cause any amounts retained in any fund created to provide Plan Benefits to be applied by the County for purposes other than to provide such Benefits to Plan Participants.

Non-Medicaid/Medicare Eligible Monthly Stipend Schedule

Adjusted Gross Income	Stipend
<b>Retiree</b>	
Less than \$30,000	\$100
\$30,000 to \$45,000	\$200
\$45,000 or more	\$400
<b>Retiree and Spouse (or 1 dependent)</b>	
Less than \$35,000	\$150
\$35,000 to \$65,000	\$300
\$65,000 or more	\$750
<b>Family</b>	
Less than \$40,000	\$150
\$40,000 to \$55,000	\$300
\$55,000 to \$70,000	\$400
\$70,000 or more	\$800





## Health Care Plan Comparison of Present PPO Plan with Present HDHP Plan As Exclusive Offering for Active Employees

This comparison chart describes in-network services unless otherwise indicated.

PLAN DESIGN ELEMENTS (IN-NETWORK)	PRESENT PPO PLAN	PRESENT HDHP PLAN PROPOSED TO BE OFFERED EXCLUSIVELY
Annual Deductible	\$500 per member up to \$1,000 per family for all services subject to deductible	\$1,300 for individual enrollment; \$2,600 for two or more enrolled for all services except preventative services
Coinsurance	20% coinsurance for most services; 50% for mental health, substance abuse and private duty nursing services	20% coinsurance for <u>all</u> services except prescription drug
Annual Coinsurance Out-of-Pocket Maximum (OOPM) (excludes deductible)	\$1,500 per member up to \$3,000 per family for all services subject to 20% coinsurance (does not include mental health, substance abuse and private duty nursing)	\$1,000 for individual enrollment; \$2,000 for two or more enrolled
Preventative Medical Services	Covered 100% not subject to deductible	Covered 100% not subject to deductible
Office Visit Copay	\$30 per visit not subject to deductible	Subject to deductible and 20% coinsurance
Urgent Care Copay	\$30 per visit not subject to deductible	Subject to deductible and 20% coinsurance
Emergency Room Copay	\$100 per visit not subject to deductible (waived if admitted or accidental injury)	Subject to deductible and 20% coinsurance
Inpatient Hospital Admission, Surgery and Maternity	Covered 80% after deductible up to annual out-of-pocket maximum	Subject to deductible and 20% coinsurance
Mental Health / Substance Abuse Services	50% coinsurance after deductible	Subject to deductible and 20% coinsurance
Prescription Drug Copays – 30-Day Supply (Retail)	\$10 generic \$35 brand preferred (formulary) \$50 brand non-preferred (non-formulary) not subject to deductible	Subject to deductible then: \$10 generic \$35 brand preferred (formulary) \$50 brand non-preferred (non-formulary)
Prescription Drug Copays – 90-Day Supply (Mail Order or Retail)	\$20 generic \$70 brand preferred (formulary) \$100 brand non-preferred (non-formulary) not subject to deductible	Subject to deductible then: \$20 generic \$70 brand preferred (formulary) \$100 brand non-preferred (non-formulary)
Preventative Prescription Drugs – 30 or 90-Day Supply (Mail Order or Retail)	\$10 generic \$35 brand preferred (formulary) \$50 brand non-preferred (non-formulary) not subject to deductible	First \$500 per member per year covered at 100%, then subject to deductible and copays as indicated above
Annual Prescription Drug Out-of-Pocket Maximum	\$1,500 per member up to \$3,000 per family	Subject to same annual OOPM as other services.
True Out-of-Pocket Max (TROOP) (includes deductible, coinsurances and copays)	\$6,350 per member up to \$12,700 per family	\$2,300 for individual enrollment; \$4,600 for two or more enrolled
Health Savings Account (HSA) Eligible?	No	Yes
Monthly Employee Contribution Rates	Present PPO Plan	Proposed HDHP Plan (25% Contribution)
Single Person	\$147.87	\$83.11
Two Person	\$164.89	\$199.46
Family	\$193.56	\$249.42

\*Rates based on 2014-15 illustrative premium rates for BCBSM Community Blue PPO.





Warren C. Evans  
Wayne County Executive

June 7, 2016

Mr. Kenneth Grabowski  
Police Officers Association of Michigan  
27056 Joy Road  
Redford, MI 48239-1949

Re: Pension Service Credit for Military Service

Dear Mr. Grabowski:

I have researched the collective bargaining agreements ("CBA(s)") effective October 1, 2008 through September 30, 2011 and October 1, 2011 through September 30, 2016, as well as the present CBA effective October 1, 2015 through September 30, 2019 to determine the applicable pension service credit for military service due bargaining unit members.

The CBA for the period of October 1, 2008 through September 30, 2011 contains the following language establishing eligibility for normal retirement:

*Normal retirement shall mean twenty-five (25) years of credited service at age 55, twenty (20) years of credited service at age sixty (60), eight (8) years of credited service at age sixty-five (65), or thirty (30) years of credited service without an age requirement. An employee in Plan 5 hired prior to December 12, 2007 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.*

Though these provisions were not specifically included in the subsection pertaining to Plan 6, they would apply to members of that plan pursuant to language applying the normal retirement provisions in Plan 5 to what was then the newly-created Plan 6. This language and this interpretation is followed through in the CBA of October 1, 2011 through 2016.

Though this language is omitted from the present CBA expiring September 30, 2019, you and I agree that a review of the tentative agreement and the summary of changes regarding the present CBA presented to the Wayne County Commission, as well as §44.5, shows that these provisions were not addressed and otherwise not

**DEPARTMENT OF PERSONNEL / HUMAN RESOURCES**

**LABOR RELATIONS DIVISION**

**500 Griswold Street, Suite 900 • Detroit, MI 48226 • (313) 224-5901 • Fax (313) 967-1230**

[www.waynecounty.com](http://www.waynecounty.com)



Mr. Kenneth Grabowski  
Police Officers Association of Michigan  
Re: Pension Service Credit for Military Service  
June 7, 2016

changed by the labor agreement. As a result, confirming our discussions, the parties agree that these provisions remain effective for the duration of this CBA.

Please do not hesitate to contact this office should you have any questions.

Very truly yours,



Kenneth S. Wilson  
Deputy Director of Personnel/Human Resources  
Director of Labor Relations

KSW:lw

APPROVED AS TO FORM AND CONTENT:



6-10-16

Kenneth Grabowski, Business Agent  
Police Officers Association of Michigan



## Letter of Understanding

The Charter County of Wayne,

The Wayne County Sheriff

and

The Police Officers Association of Michigan

RE: Article 23, Bereavement

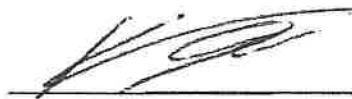
Pursuant to the goal of encouraging harmonious labor relations and cooperation between the Police Officers Association of Michigan (Bargaining Agent-POAM) , Wayne County Deputy Sheriffs' Association (Local), Wayne County Sheriff (Employer) and County of Wayne (Employer); the above parties agree to enter into this "Letter of Understanding" that:

Article 23.2 is interpreted to include brother and sister in-laws to be considered "immediate family".

This Letter of Understanding will remain in effect until the expiration of the current Collective Bargaining Agreement, 9-30-2019.



Bargaining Agent (POAM) / DATE



Employer (County of Wayne) / DATE



Local (WCDSA) / DATE





**MEMORANDUM OF AGREEMENT**  
**between**  
**THE COUNTY OF WAYNE, MICHIGAN**  
**and**  
**POLICE OFFICERS ASSOCIATION OF MICHIGAN**

**RE: INTERPRETATION OF AGREEMENT BETWEEN THE COUNTY OF WAYNE ("the County") AND THE POLICE OFFICERS ASSOCIATION OF MICHIGAN ("POAM" or "the Union") AS TO TERMS CONTAINED IN THE COLLECTIVE BARGAINING AGREEMENT EFFECTIVE OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2019**

The parties having met to address certain ambiguities and clerical errors contained in the collective bargaining agreement ("CBA") effective October 1, 2015 through September 30, 2019 agree that the following reflects the agreement entered into by the parties in September 2015:

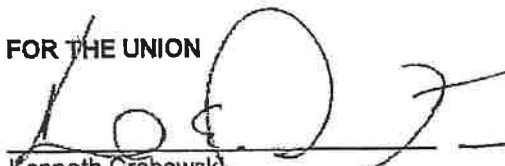
1. In Article 1.2, Electronic Monitoring Unit is mentioned twice, i.e., both as to Jail Division III. That it is mentioned twice does not change the number of personnel from private non-governmental entities, temporary officers and/or civilians who may perform this work.
2. Article 8 permits the Union to directly proceed to Step Five on grievances over the termination of bargaining unit members.
3. To the extent that there is any inconsistency or conflict in the seniority provisions contained in Article 13.5 with the promotional provisions in Article 15.5(K), the language in 15.5(K) supersedes that in Article 13.5 and shall be applied.
4. Clarifying that Article 17.6(A) – *Overtime* requires that bereavement leave days shall be included as hours worked for the purpose of entitlement to overtime.
5. The provisions of Article 31.2(D), as indicated in the second to last paragraph of this section, are no longer in effect, having been superseded by the provisions in 37.01(K).
6. Article 31.15 is incorrectly designated as 38.15. These are the provisions regarding coordination of benefits.
7. To the extent that there is any conflict in Article 31.21 – Workers Compensation and Article 33, addressing workers' compensation, the provisions contained in Article 33 supersede and prevail.
8. Articles 31.23 and 31.24, having not been negotiated into the CBA are considered as having been eliminated.
9. Upon proper notice to the Sheriff, Article 35.5 of the former CBA between the parties shall not be considered as having been deleted and otherwise shall remain in effect.
10. The Employer shall adhere to the minimum test cut-off levels established by the Michigan Commission Law Enforcement Standards ("MCOLES"). The Employer shall adhere to the procedures and methodologies of the U.S. Department of Transportation.
11. The parenthetical reference to (\$200.00) in 30.8(A) should be corrected to (\$250.00).
12. The reference to *two-hundred and fifty dollars* (\$250.00) in 30.10 should be corrected to *two-hundred and twenty-five dollars* (\$225.00).



13. The Union and the County agree not to cite or use this Agreement in any other proceeding except as may arise from the application or enforcement of this Agreement.


14. This agreement is without precedent or other evidentiary value except as to the enforcement of the terms of this particular Agreement.

FOR THE UNION


  
Kenneth Grabowski,  
Police Officers Association of Michigan

Date: 11-8-17

FOR THE COUNTY

  
Joseph R. Martinico, Director of Labor  
Relations

Date: 11-28-17

  
Brian Earle, President  
Police Officers Association of Michigan

Date: 11-8-17

FOR THE WAYNE COUNTY SHERIFF

  
Daniel Pfannes  
Undersheriff

Date: 11-28-17



# Wayne County Deputy Sheriffs' Association



Member-Police Officers Association of Michigan

27056 Joy Road, Redford, MI 48239

Phone: (313) 937-9000 Fax: (313) 937-9165



## *One Team, One Voice, One Mission*

**Reginald Crawford**

*President*

**Robin Hornbuckle**

*1st Vice President*

**Allen Cox**

*2nd Vice President*

**Harvey Young**

*Treasurer*

Assisted by POAM Business Agent Dave La Montaine

### Memorandum of Understanding Re: CBA Extension through September 30, 2020

WHEREAS, the Charter County of Wayne (County), and the Police Officers Association of Michigan (Union) are parties to a collective bargaining agreement that expires on September 30, 2019; and

WHEREAS, both the County and the Union recognize challenges to the cost of hospitalization and prescription drug benefits, and the containment of such costs; and

WHEREAS, both the County and the Union are committed to seeking and implementing a hospitalization and prescription drug plan with appropriate benefits which will reduce the costs to both parties; and

WHEREAS, the parties have discussed the possibility of a short-term extension of their collective bargaining agreement (CBA) to seek a plan consistent with the above objectives.

THEREFORE, the Union and the County hereby agree in full and final settlement of an extension of their CBA, to the following:

1. The terms of the October 1, 2015 CBA between the County and the Union shall be extended until September 30, 2020.
2. All terms and conditions not mentioned herein shall continue in full force and effect during the term of this extension.
3. To that end, Effective April 1, 2019 each bargaining unit member will receive a three percent (3%) increase to their annual base salary. The wage rates set forth in Article 38.2 of the CBA shall be adjusted by 3.0% to reflect this increase.




4. No later than the second pay period following approval of this MOU by the Wayne County Commission, each member of the bargaining unit who is in active service and who has completed a minimum of one (1) year of service with the County as of April 1, 2019, shall receive a onetime One Thousand dollar (\$1,000.00) retention stipend. Said stipend shall not be included in Final Average Compensation (FAC) for pension calculation purposes and is not subject to pension contribution deductions. Said Stipend may be allocated as the unit members feel is most appropriate into their respective HSA, or may be paid as taxable income, as elected by the member.
5. The parties agree to extend the July 2017 MOA, concerning retiree health care benefits, until September 30, 2021. The aforementioned MOA is entitled "PROVISIONS PERMITTING BARGAINING UNIT MEMBERS WHO MEET THE REQUIREMENTS FOR A NORMAL RETIREMENT UNDER THE CURRENT 2016-2019 COLLECTIVE BARGAINING AGREEMENT AS OF OCTOBER 1, 2017 TO RETIRE AT ANY TIME THROUGH SEPTEMBER 30, 2020 AND RECEIVE RETIREE HEALTH CARE BENEFITS AS PROVIDED IN THE PROVISIONS OF THE 2011-2016 COLLECTIVE BARGAINING AGREEMENT. As a result of this extension, Officers who have met the age and service requirements for normal retirement as of October 1, 2017 may continue employment with the Wayne County Sheriff and be eligible for retiree healthcare benefits upon retirement provided that they retire on or before October 1, 2021. This extension of the July 2017 Memorandum of Agreement shall not be construed to modify the eligibility requirements set forth therein, or to extend the expiration of the CBA beyond the expiration date provided for in this MOA, i.e, September 30, 2020. It shall not be construed to make any current employee better situated, in regard to retiree healthcare, than had they retired on or before September 30, 2017, and all County policies and procedures pertaining to retiree healthcare continue to apply.
6. In exchange of the foregoing, both the County and the Union will agree to begin negotiations on a full and complete successor CBA, starting in October, 2019.
7. The County and the Union agree to meet for a minimum of eight (8) bargaining sessions (through July, 2020), and a minimum of three (3) mediation sessions, if necessary, through September 30, 2020. If an agreement has not been reached, the parties will proceed to PA 312 arbitration.
8. Both the County and the Union agree that failure of either party to abide by the eight (8) bargaining sessions will automatically trigger mediation.
9. Both the County and the Union will agree to and follow negotiation ground rules.
10. This Agreement is without precedent or other evidentiary value except as to the enforcement of the terms of this particular agreement.



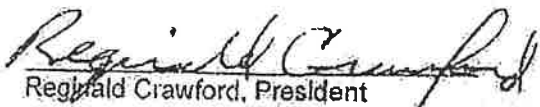


FOR THE UNION

  
Dave La Montaine, Business Agent  
Police Officers Association of Michigan


Date:

7-10-19

  
Reginald Crawford, President

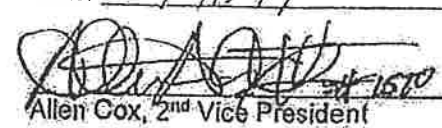
Date:

7-10-19

  
Robin Hornbuckle, 1<sup>st</sup> Vice President

Date:

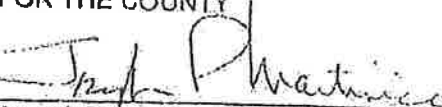
7-10-19

  
Allen Cox, 2<sup>nd</sup> Vice President

Date:

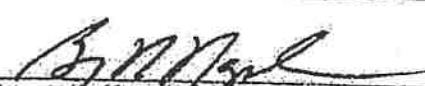
7-10-19

FOR THE COUNTY

  
Joseph P. Martinico, Director of Labor  
Relations


Date:

7-11-2019

  
Benny N. Napoleon, Sheriff

Date:

7-11-19

  
Warren C. Evans, Wayne County  
Executive

Date:

8-27-19

Approved by:

Wayne County Commission

Resolution No. 2019-1011

Date:

9-19-2019



## **RESOLUTION**

No. 2019-671

By Commissioner Webb

RESOLVED, by the Wayne County Commission this 19th day of September, 2019 that approval be, and is hereby, granted authorizing a modification to the Collective Bargaining Agreement (CBA) between the Charter County of Wayne and the Police Officers Association of Michigan to extend the term of the CBA by one year, as recommended by the Chief Executive Officer; and be it further

RESOLVED, that the term of the CBA, which began on October 1, 2015, is extended through September 30, 2020; and be it further

RESOLVED, that the Chief Executive Officer be, and is hereby, duly authorized to execute the aforementioned modification on behalf of the Charter County of Wayne.

[Modification on File]

(2016-45-001M3)

