

TENTATIVE AGREEMENT

Article # 1
Date 3/27/14
Local 3317 KS
AFSCME Council 25 EV
Wayne County KW
Sheriff's Rep. CS

ARTICLE 1 – AGREEMENT

1.01

This Agreement is entered into between the County of Wayne, Michigan (hereinafter referred to as the "Employer"), as represented in negotiations by the Labor Relations Division, and the Wayne County Law Enforcement Supervisory Local 3317, AFL-CIO, AFSCME Council 25 (hereinafter referred to as the "Union").

TENTATIVE AGREEMENT

Article # 2
Date 3/27/14
Local 3317 KS
AFSCME Council 25 PEP
Wayne County KSW
Sheriff's Rep. aw

ARTICLE 2 – PURPOSE AND INTENT**2.01**

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 term "Employees" as used in this Agreement means members of the Local 3317 Bargaining Unit.

2.02

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

2.03

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.

2.04

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 because of sex, age, race, color, creed, national origin, political or religious belief, disability, marital status, and as otherwise provided by law.

2.05

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 12 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.

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Article # 4
Date 3/27/14
Local 3317 KS
AFSCME Council 25 CV
Wayne County KW
Sheriff's Rep. OE

ARTICLE 4 – AID TO OTHER UNIONS**4.01**

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

4.02

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

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Article # 5
Date 3/27/14
Local 3317 KS
AFSCME Council 25 REJ
Wayne County KJW
Sheriff's Rep. One

ARTICLE 5 – STRIKES AND LOCKOUTS**5.01**

Adequate procedure has been provided by Articles 10, 12, and 13 of this Agreement and Public Acts 379 (1965), as amended, and Public Acts 312 (1968), as amended, for the settlement of any grievance(s), dispute(s) or impasse(s), which may arise between any one (1) or more of the employees in the Bargaining Unit covered by this Agreement or the Union, its employees, representatives, officers, or committees, and the Employer.

[Handwritten signature]
1969
KJW

5.02

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

5.03

The Employer shall have the right to discipline or discharge any employee for violating the provisions of Article 5.02. It is understood that the Union shall have recourse to the Arbitration procedure with respect to such discipline or discharge, limited to the issue of whether or not the employee did violate the provisions of Article 5.02.

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Article # 6
Date 3/27/14
Local 3317 KS
AFSCME Council 25 RY
Wayne County KJW
Sheriff's Rep. [Signature]

ARTICLE 6 – UNION BULLETIN BOARDS**6.01**

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

- A. Union Meetings
- B. Union Elections
- C. Reports of the Union
- D. Rulings or policies of the International Unit
- E. Recreational and Social Affairs of the Union
- F. Posting of position vacancies
- G. In-service Training Opportunities

6.02

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

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Article # 8
Date 3/27/14
Local 3317 KS
AFSCME Council 25 25
Wayne County Kew
Sheriff's Rep. CS

ARTICLE 8 – PAYMENT OF UNION DUES**8.01**

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

8.02

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

8.03

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

8.04

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

8.05

The Employer shall not be liable to the Union by reason of the requirements in Article 8 and 9 of this Agreement for the remittance or payment of any sum other

than that constituting actual deductions made from wages earned by the employees.

The Union will defend, save harmless and indemnify the Employer for the purpose of complying with Articles 8 and 9 of this Agreement.

TENTATIVE AGREEMENT

Article # 11
Date 3/27/14
Local 3317 KS
AFSCME Council 25 PSJ
Wayne County [Signature]
Sheriff's Rep. [Signature]

ARTICLE 11 – SPECIAL CONFERENCES**11.01**

It is mutually agreed that a Special Conference shall be arranged upon the request of the Union, the Sheriff or Labor Relations Division Staff if either party deems it necessary to the maintenance of orderly labor/management relations pursuant to terms and conditions of this Agreement. (Unless otherwise agreed, Special Conferences shall be held within seventy-two (72) hours of said notice or request, excluding weekends and holidays).

11.02

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

11.03

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

11.04

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

11.05

Such Special Conference shall be held between the Sheriff, 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 or Vice President and Chief Division Steward, and a Staff Representative of the Labor Relations Division shall conduct the conference.

11.06

In the event the problem which gives rise to a Special Conference concerns the operation of one of the Divisions controlled and regulated by the County Executive's Office, then the Director of that Division shall be included in the Special Conference as called for in Section 11.01 above if the Conference involves appropriate staffing levels and classifications or mission goals. The Department Directors falling under the control of the CEO are as follows:

- A. Director of Children and Family Services**
- B. Director of Parks**
- C. Representative of the CEO's Office**

11.07

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

TENTATIVE AGREEMENTArticle # 15Date 3/27/14Local 3317 KSAFSCME Council 25 REPWayne County KSWSheriff's Rep. CS**ARTICLE 15 – INDEMNIFICATION****15.01**

Whenever an employee covered by this Collective Bargaining Agreement becomes subject to a claim, liability, judgment or 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 indemnify the employee 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.

15.02

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.

15.03

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, 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.

15.04

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

15.05

This Section 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.

15.06

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.

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Article # _____

Date _____

Local 3317 _____

AFSCME Council 25 _____

Wayne County _____

Sheriff's Rep. _____

ARTICLE 25 – EXTRA TIME PROVISIONS

25.01 Call-In-Time:

An employee called in for duty other than as defined in Article 24 shall be compensated at their regular rate of pay for a minimum of four (4) hours in accordance with the provisions of Article 24 providing that call time does not overlap their regular shifts.

25.02 Department Standby Time:

In the event of a departmental emergency alert ordered as a result of riot, insurrection, or general civil disturbance, an employee required to remain on stand-by duty shall be paid at the rate of fifty percent (50%) of their regular rate of pay.

25.03 Off-Duty Court Attendance:

All off-duty court appearances shall be compensated at a minimum of three (3) hours at the employee's regular rate of pay.

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Article # _____

Date 4/9/25Local 3317 KSAFSCME Council 25 RSJWayne County KiaSheriff's Rep. [Signature]**ARTICLE 30 – BEREAVEMENT LEAVE****30.01**

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

30.02

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

30.03

An employee shall notify their Appointing Authority prior to taking bereavement leave as herein provided and failure to comply may be cause for denial of such leaves.

30.04

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

30.05

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Article # _____

Date 4/9/88Local 3317 KSAFSCME Council 25 RefWayne County KSWSheriff's Rep. Qone**ARTICLE 31 – LEAVE FOR UNION BUSINESS****31.01**

Employees who are elected to National, State, or Detroit Metropolitan AFL-CIO Union conventions shall be allowed time off without loss of pay to attend such conventions in accordance with the requirements of the Union constitution and convention, not to exceed twelve (12) days in any one (1) calendar year.

31.02

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

31.03

Employees in 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.

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Article # _____

Date _____

Local 3317 _____

AFSCME Council 25 _____

Wayne County _____

Sheriff's Rep. _____

ARTICLE 32 – LEAVE WITH PAY

32.01

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.
- 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 their shift (including afternoon or midnight shift) on those days on which the member is required to serve as a juror.
 - 4. The employee shall submit proof of jury service.
 - 5. Work schedules may be modified.
- E. Attendance at Veteran's conventions. The employee requesting time off with pay under this subsection shall be a duly elected or appointed delegate of the organization and proof of such must be submitted prior to taking such leave.

1. Time off with pay for attendance listed in subsection above shall not exceed five (5) work days in one (1) fiscal year.
- F. Attendance at institutes or meetings when such attendance, in the opinion of the Sheriff, contributes to the betterment of the service.
 - G. Attendance at professional conferences, meetings, or institutes as delegated by the Sheriff as a duty assignment.
 - H. Attendance at State funerals, funerals of County Officials or employees, military funerals, funerals of Police Officers in nearby communities as delegated by the Sheriff.

32.02

The Sheriff, with the concurrence of the Director of Personnel/Human Resources, *or Director of Labor Relations*, may grant time off for any other reason. *4/9*

32.03

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

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Article # _____

Date 4/15/14Local 3317 KSAFSCME Council 25 RyWayne County KWSheriff's Rep. JS**ARTICLE 35 – MILEAGE ALLOWANCE****35.01**

Employees required to use their private vehicles in the performance of assigned duties shall be reimbursed for actual trip mileage incurred each month.

Effective beginning October 1, 2001, 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 15,000 miles, which is published annually by the American Automobile Association (AAA), in the publication, "Your Driving Costs."

- | | | |
|----|------------------|-----------------------------------------|
| A. | First 300 miles: | 5 cents below the (AAA) published rate. |
| B. | Next 300 miles: | 7 cents below the (AAA) published rate. |
| C. | Over 600 miles: | 9 cents below the (AAA) published rate. |

35.02

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

35.03

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

35.04

It is understood by the parties that the Employer shall retain the right to provide, at its expense and at its discretion, automobiles for use in department assignments in lieu of mileage. It is further understood that the Director of Personnel/Human Resources may provide a fixed monthly flat rate mileage in lieu of mileage under Article 35.01. If the Director of Personnel/Human Resources elects to provide flat rate mileage, the rate shall be five hundred dollars (\$500.00) per month effective December 1, 1996, five hundred fifty dollars (\$550.00) per month effective December 1, 1997, six hundred dollars (\$600.00) per month effective December 1, 1998 and six hundred fifty dollars (\$650.00) per month effective December 1, 1999. Eligible employees shall receive flat rate mileage payments in appropriate pro-rata amounts on a bi-weekly basis.

35.05

Effective beginning June 1, 1999, no police supervisor will be required to use his or her car on police business. Those that do shall receive mileage on a reimbursable basis.

35.06

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

35.07

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

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Date	4/15/14
Local 3317	KS
AFSCME Council 25	Ry
Wayne County	H. J. W.
Sheriff's Rep.	Q. Q.

ARTICLE 40 – DIFFERENTIAL PAYMENT

40.01 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 sixty cents (.60) per hour for all hours worked during the said regular shift, and for all additional hours worked in excess of the regular shift.

40.02 Weekend Differential

A. Saturday:

All employees required to work on Saturday shall be paid a weekend differential of forty-five cents (.45) per hour.

B. Sunday:

All employees required to work on Sunday shall be paid a weekend differential of fifty cents (.50) per hour.

TENTATIVE AGREEMENT

Article # _____

Date 4/15/14Local 3317 KSAFSCME Council 25 PNWayne County 10/11/14Sheriff's Rep. one**ARTICLE 41 – ERRORS IN WAGES, FRINGE BENEFITS****AND LEAVE TIME****41.01**

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

41.02

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.

41.03

Errors made in the computation or payment of any leave time may be recovered by adjustment of current leave balances, by offsetting future leave earnings or at the option of the employee, money may be paid back.

41.04

Restitution shall not prohibit appropriate disciplinary action where an employee could reasonably know the overpayment was improper.

41.05

An employee who believes that an underpayment of wages, fringe benefits or leave time has occurred, must notify Management within twelve (12) months after the alleged violation occurs, or the underpayment will be considered resolved as paid.

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Article # _____

Date 4/15/17Local 3317 KSAFSCME Council 25 KSWayne County KSSheriff's Rep. KS**ARTICLE 42 – EMPLOYEE SAFETY****42.01**

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

42.02

In the event an employee shall claim the equipment furnished by the Employer is unsafe for use in the performance of their assigned duties, the employee shall be required to report the alleged equipment defects to the immediate attention of their Commanding Officer and/or Division Commander, in writing.

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

42.03

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

42.04

A Safety Committee comprised of three (3) employees from the Union and four (4) employees representing the Employer shall be established for the purpose of

conducting semiannual meetings in order to discuss and recommend safety procedures.

42.05

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

42.06

All employees using department vehicles on a regular basis, in law enforcement operations, shall be furnished with a department radio.

TENTATIVE AGREEMENT

Article # 3
Date 5/12
Local 3317 KS
AFSCME Council 25 Ray
Wayne County KH
Sheriff's Rep. DO

ARTICLE 3 – RECOGNITION**3.01**

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

3.02

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

3.03

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

TENTATIVE AGREEMENT	
Article #	<u>13</u>
Date	<u>6/5</u>
Local 3317	<u>K. G. G.</u>
AFSCME Council 25	<u>R. H. J.</u>
Wayne County	<u>K. G. G.</u>
Sheriff's Rep.	<u>[Signature]</u>

ARTICLE 13 – DISCIPLINARY PROCEDURE

13.01

No employee shall be summoned before a commanding officer for disciplinary action without having a Union representative present, pursuant to Article 10.06.

13.02

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

13.03

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

13.04

The Divisional Chief Steward and President/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.

13.05

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

13.06

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

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 twelve (12) months of satisfactory service.

13.07

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.

13.08

An employee suspended without pay may forfeit, in lieu of a suspension, an equal number of accumulated annual leave days or holidays, personal business leave or birthday holiday.

13.09

It is agreed between the parties that demotion may be used for disciplinary purposes as a result of progressive discipline after an employee has been issued a thirty (30) day suspension. It is further agreed that demotion is an option in

termination cases which are sent to arbitration. The following forms of demotion are available:

A. Temporary Demotion:

An employee will be demoted for six (6) months for training purposes. Then upon successful completion of training they will be placed on the recall list for his or her former classification. The employee will be re-promoted to the first available position in that classification.

B. Permanent Demotion:

An employee will not have recall rights but may re-test for promotion after two (2) years.

13.10

Whenever an employee is under investigation, or subject to examination/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 their name, home address, or photographs be given to the press or news media without their express consent.
- F. If a tape recording is made of the questioning, the 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 their constitutional rights prior to the commencement of any questioning.
- H. Prior to any conversation with an employee pertaining to disciplinary action, the Union shall be notified and allowed to be present even if the employee does not request Union representation.
- I. No employee shall be subjected 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. If an employee is charged with the commission of a misdemeanor or a violation of departmental rules or regulations and is suspended until such time as an Administrative Review renders a decision as to the alleged charges, the Employer shall continue to pay the employee's salary and all other benefits provided. Employees charged with the commission of a misdemeanor may be assigned within the department at the Sheriff's discretion in the event the Sheriff has determined not to suspend the employee.
- K. If an employee is suspended without pay or dismissed as a result of disciplinary action or because the employee is charged with a misdemeanor involving narcotics or with the commission of a felony or for a positive drug test, the Employer will continue to pay the employee's contractual insurance premiums until the suspension or dismissal is resolved through arbitration or court decision; and if the Employer's action is upheld or the employee is found guilty of the charges alleged against

them, then the employee shall repay the County the money expended for contractual insurance premiums, which monies may be deducted from the employee's accumulated sick time, annual leave, or holiday pay.

- L. 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.

13.11

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

TENTATIVE AGREEMENT

Article # 16

Date 6/5/14

Local 3317 RLH

AFSCME Council 25 RLH

Wayne County RLH

Sheriff's Rep. 1

ARTICLE 16 – MANAGEMENT RIGHTS

16.01

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

16.02

The Sheriff may cause reasonable rules of conduct and disciplinary procedures which are not in conflict with Article 13 to be compiled in a departmental manual which shall be furnished to all employees in 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 equitable and uniformly applied.

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Article #	18
Date	6/5/14
Local 3317	W
AFSCME Council 25	
Wayne County	
Sheriff's Rep.	

ARTICLE 18 – DRUG POLICY

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

18.01 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 been off work for over thirty (30) calendar days.
 4. **Random:** Random testing of all employees in the bargaining unit as determined by computer lottery selection or other such method.
 5. **Based Upon Reasonable Suspicion:** Testing when a representative of the Employer can point to objective facts from which can be drawn rational inferences, in light of the representative's experience, that the employee is under the influence of, using, selling, dispensing, or in possession of any controlled substance unlawfully.
 6. **Follow-up:** Testing as part of 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.**

18.02 Testing Procedure:

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

A. Completion of Testing Form:


1. The employee may be asked by the collection facility to furnish only such information in writing as is necessary to insure the integrity of the specimen collected, including information verifying the identity of the employee and, if possible, identifying any prescription or nonprescription medication or alcohol recently ingested by the employee.
2. A multi-part numbered form consisting of identification information and other data, including numbered specimen identification labels, shall be completed at the collection facility.
3. A copy or photocopy of the Laboratory Testing Form, completed and containing the same number as the master record and specimen labels, shall be given to the employee on completion of the specimen collection procedure.

B. Collection of the Sample/Specimen:

1. Clean and previously unused collection and storage containers of the type utilized by medical facilities for bodily fluids will be supplied by the testing laboratory for urine collection. The employee may reject any container he or she feels has been contaminated.
2. Privacy Area: Urine collection shall be conducted at the collection facility in a manner which provides a high degree of security for the specimen and freedom from adulteration. The employee may choose to be witnessed by a facility representative of the same sex while submitting a specimen. If the employee chooses not to be witnessed, the collection site person shall ask the individual to remove any unnecessary outer garments that might conceal items or substances that could be used to tamper with or adulterate his or her urine specimen. Also, all personal belongings must remain with the outer garments; a secure area for valuables and firearms will be provided. The employee shall be instructed to wash and dry his or her hands prior to submitting the required specimen. The volume of

the specimen must be at least 60 mls for the screening test and confirmation test. The employee may be given a reasonable amount of liquid (e.g., a glass of water) to assist in producing an adequate specimen and a second specimen if requested. Site personnel shall determine if the specimen contains at least 60 milliliters of urine.

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

3. Both the employee being tested and the collection site person shall keep the specimen in view at all times prior to its being sealed and labeled. The collected specimen shall be deposited by the collection site person into a storage container. The cover will then be secured and sealed with a tamper proof tape by the collection site person and witnessed by the employee being tested. After the specimen has been provided to site personnel, the individual shall be allowed to wash his or her hands. The label will be signed by the (site person, and if so desired, by the employee, with date and time noted, and secured to the container. The storage container should then be placed into a plastic bag along with a "chain of custody record" with appropriate entry and the plastic bag will be sealed. 
4. The sealed plastic bag containing the specimen storage container will be placed in a locked refrigerator utilized only for storage of specimens to be tested.

C. Laboratory Procedure:

1. An employee of the testing laboratory shall remove the sealed plastic bag, verify the integrity of the bag and the date, time, name, and signature of the receiving person is entered on the chain of custody record. Laboratories must comply with applicable provisions of any Federal and State licensing requirements. Accredited laboratories must have the facility and capability, on site, of performing screening and confirmation tests for each drug or metabolite for which service is offered and requested.
2. The testing laboratory shall maintain a chain of custody record of any individual handling or testing an employee's specimen.
3. Lab Test:
 - (a) The initial screening test will be of the Enzyme Immunoassay

type. If a positive result is obtained, a confirmation test will then be

conducted.

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

(c) In determining whether a test result is positive, the laboratory shall use the following cut-off levels:

	<u>Initial Test Level</u>	<u>Confirmatory Test Level</u>
(1) Amphetamines.....	1000 ng/ml	500 ng/ml
(2) Barbiturates	300 ng/ml	200 ng/ml
(3) Cocaine Metabolite.....	300 ng/ml	150 ng/ml
(4) Marijuana Metabolite.....	100 ng/ml	15 ng/ml
(5) Opiates	300 ng/ml	300 ng/ml
(6) Phencyclidine (PCP)	25 ng/ml	25 ng/ml

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

4. On completion of all testing:

- (a) A signed, dated, timed and contemporaneously written report from the laboratory must be submitted to the collection site within one week of the test. Upon request, the report shall be made available to the employee immediately after its receipt by the Employer.
- (b) Negative specimens will be discarded. The chain of custody record and all other reports pertaining to the test will be kept by the testing laboratory for one (1) year.
- (c) If the test is positive, the employee may request, and shall be furnished, the information available regarding:

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

The employee may either request that the remainder of the specimen be retested by the testing laboratory or that the remainder of the sample be sent to another independent testing facility (following the same chain of custody and cut-off levels outlined in this policy) for retesting. If the subsequent test is positive, the cost would be borne by the requesting employee. If, however, the subsequent test is negative, the County shall bear the cost of the second, independent test. The remaining preserved specimen will be frozen and properly secured in a long term locked storage area for a period of one (1) year. The chain of custody record, and all other reports pertaining to the test, will be kept by the testing laboratory for one (1) year. The chain of custody records will upon request be provided to employees testing positive.

D. Choice of Collection Facility and Testing Laboratory:

In the event the Employer wishes to change the current collection facility or testing laboratory, the procedures utilized in any subsequent collection facility or testing laboratory shall be as specified elsewhere in this Agreement. Any such facility or laboratory shall be licensed by the State or Federal Government. The Union will be informed and shall be given the opportunity to inspect any new facility or laboratory.

E. Review Committee:

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

18.03 Consequences of Violating The County Drug Policy:

Disciplinary action will be initiated against any employee found to be in violation of the County drug policy.

In general, where use, possession, sale or distribution of illegal drugs would be a basis for a felony or misdemeanor charge, the employee shall be discharged. Discharges for violation of the drug policy shall not be subject to grievance arbitration unless it involves a challenge regarding the procedural provisions of Article 18.02.

18.04 Confidentiality:

All records pertaining to the initiation and administration of this policy shall be strictly confidential by the Department of Personnel/Human Resources. Only those County employees who have a need to know 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.

18.05 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.

18.06 Hold Harmless Provision:

The Employer agrees to indemnify and save harmless the Union and its employees, 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.

18.07

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

TENTATIVE AGREEMENT

Article # 19

Date 6/5/14

Local 3317 mg

AFSCME Council 25 PS

Wayne County 145W

Sheriff's Rep. Corra

ARTICLE 19 – RESIDENCY

19.01

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

TENTATIVE AGREEMENT

Article # _____

Date _____

Local 3317 _____

AFSCME Council 25 _____

Wayne County _____

Sheriff's Rep. _____

ARTICLE 22 – PROMOTIONS**22.01**

The preparation and administration of promotional examinations shall be the responsibility of the Department of Personnel/Human Resources in accordance with the provisions of this Agreement. In accordance with Article 18, Section 18.01(A)(1), all promotions are contingent upon the employee successfully passing a pre-promotional drug test.

In accordance with Article 20, Section 20.01, all promoted employees shall be subject to a probationary period not to exceed 1,040 straight time hours worked 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 position in his or her former classification.

22.02

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

- A. Have status in the classification of Police Sergeant, including the specialty classification(s) in the Wayne County Sheriff's Department and two (2) years of seniority in the classification of Sergeant immediately preceding the date the examination is to be given.
- B. Pass a written examination which shall account for sixty-five percent (65%) of the total score, the minimum passing score on said written examination shall be seventy-five percent (75%) with the maximum passing score on said written examination being one hundred percent (100%).
- C. Higher education shall account for five percent (5%) of the total score: One and one-quarter (1-1/4) points for each thirty (30) college semester hours.

- D. All Sergeants having passed the written test for Police Lieutenant shall participate in the following:**
- 1. The Department of Personnel/Human Resources may elect to use an Assessment Center Testing Process or the traditional Oral Interview Board.**
 - 2. The "Assessment Center" shall consist of the same exercise components for all candidates. All exercises shall be observed by a representative of the Examinations Division.**
 - 3. The traditional Oral Interview Board shall consist of three (3) persons who are actively involved in the Criminal Justice System:**
 - (a) Two (2) persons designated by the Department of Personnel/Human Resources.**
 - (b) One (1) person designated by the Sheriff, who shall be required to participate on all Oral Boards or Assessment Centers for all candidates for that test administration.**
- E. The "Assessment Center" or traditional Oral Interview Board shall account for thirty percent (30%) of the total score.**

22.03

An employee who has been assigned a duty assignment out of Wayne County by the Sheriff's Department or an employee 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.

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

22.04

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

22.05

The Sheriff must promote the highest person on the promotional eligible list for all vacancies in the Sheriff's Department.

22.06

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

22.07

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

22.08

Promotional lists for Police Lieutenant and Captain shall be in effect for twenty-four (24) months.

22.09

All positions of Police Lieutenant and Captain shall be filled by promotion of an employee in the Bargaining Unit. To be eligible for promotion to the rank of Captain, an employee must have a minimum of six (6) months seniority at the rank of Lieutenant. Provisions of the Rules of the Department of Personnel/Human Resources for re-employment or re-instatement from resignation shall not apply to positions covered by this section. There shall be no payroll encumbrance on any vacant position in the Bargaining Unit. The Departments shall fill a vacant budgeted position within twenty (20) calendar days after the position becomes vacant.

22.10

The Police Lieutenant examination will be announced in July during even numbered years. Applications will be accepted for thirty (30) calendar days after the announcement. The eligibility list for Police Lieutenant will be established no later than the first Friday in November.

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

Employees denied permission to compete in an examination may make written appeal within ten (10) calendar days to the Civil Service Commission. The decision of the Civil Service Commission shall be final and shall not be subject to the grievance procedure.

22.11

If an employee declines a promotion to a permanent position, two times within the eligibility period, he or she shall have their name permanently removed from the promotional eligibility list unless a waiver is granted by the Personnel Director.

An employee's name shall be permanently removed from a promotional eligibility list where the employee separates from employment with the County of Wayne.

22.12

Not later than ten (10) 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 reasons:

- A. The points on the written examination were not totaled properly.
- B. The education points were not totaled properly. (Points shall be totaled in strict compliance with Article 22.02(C)).
- C. The overall final score was not totaled properly.
- D. A question had more than one (1) answer or was ambiguous.

A previously scored answer shall not be changed to "incorrect" as a result of an appeal.

It shall be the responsibility of the appealing employee to contact the Department of Personnel/Human Resources to obtain the meeting date which his or her appeal will be decided and to notify said department of his or her intent to attend the meeting. The decision of the Civil Service Commission shall be final and shall not be subject to the grievance procedure.

22.13

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

22.14

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

22.15

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

22.16

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

22.17

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

22.18

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

MEMORANDUM OF AGREEMENT

- Between -

THE COUNTY OF WAYNE, MICHIGAN

- And -

AFSCME LOCAL 3317, SERGEANTS, LIEUTENANTS & CAPTAINS

TENTATIVE AGREEMENT

Article #

Date 6/5/14

Local 3317 RM

AFSCME Council 25 RM

Wayne County KS

Sheriff's Rep. [Signature]

RE: CAPTAINS

The parties agree to language clean-up regarding changing the former rank designation of Executive Lieutenant to the new designation of Captain in its place. Any further promotions of Captains determined by the Sheriff shall be by examination as established by the Department of Personnel/Human Resources in consultation with the Sheriff's Office.

to KSW 6/5/14
ce 6/5/14
RM 6/5/14
RM

Date: 5/2/12

FOR THE UNION:

Kahled Sabbagh, President
AFSCME Local 3317, Sgts, Lts & Captains

[Signature]
Ronald Henderson, Vice President
AFSCME Local 3317, Sgts, Lts & Captains

FOR THE COUNTY:

[Signature]
Labor Relations Director/Designee
Wayne County Labor Relations

[Signature]
James Davis Deputy Chief
Wayne County Sheriff's Office

TENTATIVE AGREEMENT

Article # 12
Date 6/12/14
Local 3317 KS
AFSCME Council 25 KS
Wayne County KS
Sheriff's Rep. KS

ARTICLE 12 – SETTLEMENT OF DISPUTES**12.01**

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

12.02

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

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 12 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. If an employee elects to use the Michigan Veterans' Preference Act, the employee waives the right to proceed under this grievance procedure. The execution of this collective bargaining agreement by the County Executive shall resolve, with prejudice according to the Employer's last answer, any and all grievances pending arbitration in addition to all other litigation, except where expressly reserved.

12.03

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

12.04

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

Step 1:

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

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

Step 2:

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

Step 3:

If the grievance has not been satisfactorily settled, the grievance shall be submitted in writing by the Local Union President, Grievance Committee Chairman or designee (with copies of the previous written response) within ten (10) working days to the Wayne County Labor Relations Division. The Labor Relations staff shall arrange a meeting to take place within ten (10) working days of receipt of the grievance. The Labor Relations Staff shall give its disposition in writing to the Union within ten (10) working days of said meeting; *UNLESS AN*

EXTENSION IS MUTUALLY AGREED TO BETWEEN THE PARTIES.

Step 4:

6/12/14
RM ARJ

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

- A. The fee and expenses of the Arbitrator shall be shared equally by the parties.
- B. Arbitration shall be invoked within forty-five (45) calendar days by written notice to the other party of intent to arbitrate.
- C. On receipt of a notice to arbitrate, the Employer and Union shall mutually agree to a hearing date. The hearing shall take place within sixty (60) days of receipt of a notice to arbitrate, and shall be controlled by the rules of the American Arbitration Association, unless otherwise provided in the Agreement or otherwise agreed to in writing by the parties.

D. The Arbitrator shall limit the decision strictly to the interpretation, application or enforcement of this Agreement and shall be without power or authority to make any decision:

- 1. Contrary to, inconsistent with, modifying or varying in any way, the terms of this Agreement.
 - 2. Granting any wage increases or decreases.
 - 3. Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement.
- E. The Arbitrator shall be without authority to require the Employer to delegate, alienate or relinquish any powers, duties, responsibilities, obligations or discretions which by State Law or State Constitution the Employer cannot delegate, alienate, or relinquish.
- F. No settlement at any stage of the grievance procedure, except an Arbitration decision, shall be precedent in any arbitration and shall not be admissible in evidence in any future Arbitration proceedings.
- G. All claims for back wages shall be limited to the amount of wages and other benefits, excluding overtime and shift premium pay, that the employee otherwise would have earned, less any compensation received for employment or unemployment compensation obtained subsequent to removal from the payroll of the Employer.

- H. The decision of the Arbitrator in a case shall not require a retroactive wage adjustment in another case except by express agreement of the parties.**
- I. There shall be no appeal from the Arbitrator's decision if made in accordance with the Arbitrator's jurisdiction and authority under this Agreement. The Arbitrator's decision shall be final and binding on the Employer, on the employee or employees and on the Union.**
- J. In the event the case is appealed to an Arbitrator and it is found that the Arbitrator has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.**
- K. The involved parties and the local representatives shall not lose pay for time off the job while attending the Arbitration proceedings. Arbitration shall be conducted on the premises of the Employer.**
- L. Any arbitration case involving a discharge, suspension or demotion shall automatically be placed at the head of the arbitration docket and heard as soon as possible to minimize the hardships on both parties.**
- M. The Arbitrator shall not consider any evidence submitted by either party which was not produced in the grievance procedure unless such evidence had not been known to the party submitting the proposed new evidence.**
- N. It is understood by the parties that to protect the grievance procedure as outlined in this Agreement and to insure the movement of grievances within the prescribed time limits, the following is agreed to:**
 - 1. If the Union fails to appeal a grievance from Step Nos. 2 and 3 of the grievance procedure to the next step within the prescribed time limits, the grievance shall be considered resolved on the basis of the Employer's last answer.**
 - 2. If the Employer fails to answer a grievance within the prescribed time limits of Step Nos. 2 and 3, the Union may move the grievance to the next step of the grievance procedure as provided in Article 12.05 Step 3 and Step 4, respectively.**
 - 3. If court action or other litigation is necessary in order to enforce subsection (1) or (2) above, the losing party to said litigation shall bear the cost of the litigation or court action.**
 - 4. It is further understood by the parties that the prescribed time limits of the grievance procedure at Step 3 shall be extended if requested**

by either party, provided such extension shall not exceed ten (10) days unless by mutual agreement.

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

6. Written responses at Steps 1 and 2 received from the Employer must be signed for by a Union Representative, date and time included.
7. Settlement of a grievance, including dispositions under N (1) and N (2) above, shall be binding on the parties and the grievance in the settled matter only unless, by written statement, the parties mutually agree to extend the terms of the settlement to other matters.

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

TENTATIVE AGREEMENTArticle # 17Date 6-12-14Local 3317 KSAFSCME Council 25 PMWayne County ButlerSheriff's Rep. Curran**ARTICLE 17 – CIVIL SERVICE RULES****17.01**

To the extent they are not in conflict with other provisions of this Agreement, the existing Wayne County Civil Service Rules as revised to August 27, 1976, are incorporated by reference into this Agreement. No modification, deletion or change shall be effective without prior notification and bargaining and the mutual agreement of the parties.

TENTATIVE AGREEMENT

Article # 20
Date 6/12/14
Local 3317 K2
AFSCME Council 25
Wayne County W
Sheriff's Rep. OW

ARTICLE 20 – SENIORITY

20.01

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

For the purposes of demotion or lay-off:

1. Employees promoted to Lieutenant shall continue to accrue Sergeant in-grade seniority.
2. Employees promoted to Captain shall continue to accrue Sergeant in-grade seniority and Lieutenant in-grade seniority.

20.02

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

20.03

In the event an employee is separated from the Sheriff's Department as a result of disciplinary actions and subsequently reinstated to their position, his or her seniority shall be maintained from the original date of hire pursuant to Article 20.01.

20.04

The Sheriff shall maintain a seniority list which shall include the current seniority rating 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.

20.05

An employee shall lose his or her seniority rating 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 other operation of law.**
- C. Does not return to work when recalled within five (5) working 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) consecutive working days without a proper and valid notice of such absence to the Sheriff within the five (5) day work period shall be deemed a voluntary quit.**
- F. Voluntary or regular service retirement.**
- G. 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 the Bargaining Unit will not be counted towards Bargaining Unit seniority, and the employee shall start accumulating seniority from the date they return to the Bargaining Unit.**

20.06

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.

20.07

In the event of a scheduled layoff, notwithstanding their position on the seniority list, those union officers and representatives directly involved in the grievance procedure shall be retained in their respective shifts and work locations provided that in the event the classification, shift or work location is eliminated, they shall be assigned to a budgeted position within their classifications. If a dispute should arise as to where the aforementioned shall be assigned, the dispute shall be a proper subject for a Special Conference.

20.08

Recall shall be in accordance with Article 20 Seniority.

20.09

In the event Wayne County is required to layoff Police Sergeants, or other Command Officers, they shall have the right to bump back into their former classification in accordance with the provisions of this Agreement. All employees either demoted or laid off shall have their names placed on the recall list for their respective classification and shall be guaranteed the first promotion to the respective classification.

20.10

In the event there are demotions or layoffs in the classification of Police Commander, Police Lieutenant or Police Sergeant, the following procedure shall be used:

- A. Seniority as defined in Article 20.01 and 20.05 (G) shall prevail and be the determinant in reducing personnel to lower classifications.
- B. All Police Lieutenants or Police Sergeants who have not obtained status (not completed their probationary period of 1,040 straight time hours of work), shall be reduced to their last classification in which they had regular status before others in the same classification who have regular status are reduced.
- C. When the Employer determines that positions in the classification of Police Lieutenant and Police Sergeant are to be filled, said positions shall be filled by those persons reduced on a last reduced, first recalled basis, and so on.

20.11

The names of employees laid off or demoted shall be placed on a Recall List in order of their seniority, pursuant to 20.01. Probationary employees shall be deemed to have status for the purpose of recall, provided, that upon recall the employee shall serve ninety (90) days or the remaining portion of their probationary period, whichever is longer. All vacant and new Bargaining Unit positions shall be filled from the appropriate recall list before any other promotion to that classification may occur.

20.12

Employees may elect to be paid in cash for all accumulated leave 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 Department.

20.13

An employee on layoff shall continue to earn seniority while on layoff up to and including two (2) years; said seniority shall be used for all rights and benefits under the contract. No retirement benefits shall accrue to an employee on layoff.

20.14

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. Certified Mail to the employee's last known address.

- A. Notice of recall from Layoff shall be by certified mail to the employee's last known address.**

TENTATIVE AGREEMENT

Article # 27
Date 6/12/14
Local 3317 KS
AFSCME Council 25 Ray
Wayne County W/lu
Sheriff's Rep. Cove

ARTICLE 27 – ANNUAL LEAVE**27.01**

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.

<u>Upon Completion of Service</u> <u>Years</u>	<u>Vacation Leave Hours</u> <u>Per Pay Period*</u>
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.

27.02

An employee shall not be entitled to use annual leave until completion of one (1) year (2,080 straight time hours) of continuous service, except in cases of injury incurred in the line of duty or under emergency situations.

27.03

Annual leave in accordance with Article 27.08 shall be taken upon a five (5) day work week basis. Holidays falling within the period of an annual leave shall not be counted as work days or leave days.

27.04

Annual leave of less than three (3) days which have not been requested according to the seniority provisions of this Article may be granted upon approval of the employee's Division Commander.

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

27.05

Employees who have been granted and are on annual leave shall not be recalled except where the Sheriff has declared a department emergency.

27.06

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

Annual leave shall be considered denied only when annual leave which has been approved under Article 27.08 is cancelled.

27.07

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.

27.08

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

order that an employee may elect to exercise his or her seniority in the assignment of annual leave preference by the senior employee.

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

27.09

Annual leave preference shall be determined insofar as possible on the basis of seniority as provided in Article 20.01.

27.10

Annual leave shall not exceed ten (10) consecutive regular work days during June, July, and August, in any one (1) instance unless otherwise approved by the Sheriff or the Divisional Commander. Employees with sixteen (16) or more years seniority may use up to fifteen (15) consecutive days annual leave during June, July, and August according to Article 27.08.

27.11

Any employee eligible for the use of annual leave who is separated from service for any reason shall be compensated in cash at the time of separation for all unused annual leave days, not to exceed the limitation in Article 27.07.

27.12

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 manpower requirements in the new assignment and shall not disrupt the annual leave of previously assigned personnel.

27.13

In situations where a pattern has been established that extreme staff shortages is the sole purpose for Annual Leave denials, at the request of the Union, the Sheriff or his/her designee shall meet with the Union and together review the staffing levels of the particular Division and Shift, as well as the actual written documented annual leave denial forms, and attempt to seek a desirable remedy for both sides.

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Article # _____

Date 6/19Local 3317 KSAFSCME Council 25 KSWayne County KSSheriff's Rep. Conrad**ARTICLE 7 – UNION SECURITY**

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

7.01

Employees covered by this Agreement who are not members of the Union on its effective date and who have been employed for a period of thirty (30) days who do not make application for membership in the Union within thirty (30) days after the effective date of this Agreement, shall, commencing with the first bi-weekly payroll period thereafter and for the duration of this Agreement, pay to the Union a service charge in an amount determined by the union, in accordance with the provisions of the Hudson\Beck requirement and applicable law as a contribution toward the administration of this agreement.

7.02

Employees covered by this Agreement who are not members of the Union on its effective date and who have been employed for less than thirty (30) days, and employees hired or rehired into the Bargaining Unit after the effective date of this Agreement who do not make application for membership in the Union within thirty (30) days of service shall, commencing with the first bi-weekly payroll period thereafter and for the duration of this agreement, pay to the Union the service charge defined in Section 7.01. The Employer agrees to establish administrative procedures for the implementation of this section of the Agreement.

7.03

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

7.04

No employees 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 that the employee be terminated.

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Wayne County KS _____
Sheriff's Rep. Co _____

ARTICLE 9 – PAYMENT OF SERVICE CHARGE**9.01**

Employees who do not make application for membership in the Union as outlined in Article 7 shall tender the monthly service charge by signing the "Authorization for Deduction of Service Charge" form.

9.02

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

9.03

The Employer shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the employee. For Agency Fee Procedure, see Memorandum of Understanding # 1.

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Wayne County	
Sheriff's Rep.	

ARTICLE 10 – REPRESENTATION

10.01

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

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

B. One (1) Chief Steward shall be selected by the Union from seniority obtained positions in each of the following Divisions, with apportioned Alternate Stewards:

1. Jail Division One(2 Alternates)
2. Jail Division Two(1 Alternate)
3. Jail Division Three(1 Alternate)
4. Court/Youth Services Division (2 Alternates)
5. Executive Division(1 Alternate)
6. Road Patrol/Park Patrol/
Secondary Roads/Marine Division(2 Alternates)

10.02

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

10.03

A. All Chief Stewards, or in their absence Alternate Stewards, during their working hours, without either loss of time or pay, may investigate and present grievances primarily within their Division in accordance with Article 12, after notification to their supervisors so that arrangements can be made for their release.

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

Chief Stewards and Executive Board Members shall be allowed to attend weekly Stewards' meeting, without loss of pay or benefits, which can be scheduled on Wednesdays only. The Union shall provide the Sheriff an up to date list of Chief Stewards.

- B. The Division Chief Steward and/or Alternate Steward may represent the member at all steps of the grievance procedure in accordance with Article 12. The Division Chief Steward and/or Alternate Steward may represent the member upon service of Conduct Incident Reports, Oral and Written Reprimands, and Departmental Charges under the Sheriff's Manual for members within their respective Division.

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

- C. Any member of the Local Union who is selected as a Steward to represent their Division as provided by this Agreement shall not be transferred to another Division except by mutual agreement between the Sheriff and the Union or where criminal charges have been brought by a government agency.
- D. The Union President, Vice-President, and Chief Stewards will be assigned to the day shift in their respective assignments.

10.04

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

2. Differences concerning the intent and application of the provisions of this Agreement.
 3. Represent members at hearings or proceedings affecting rights or benefits provided by this Agreement.
 4. Attend meetings of the County Board of Commissioners and Committees, only when the agenda includes matters pertinent to the proper administration of the Local Union.
 5. Confer with Local Stewards when necessary.
- B. Whenever the Local Union President is required to perform administrative duties limited to internal Union business or functions, he may be granted time off without compensation, but without loss of such benefits to which he would otherwise be entitled.
- C. In the event the Local Union President selects a specific job assignment other than that which he held when elected, upon termination of his term of office as President, he shall, if he desires, be returned to his previous job assignment.
- D. In the event of the absence or vacancies occurring during the term of the Local Union President, the provisions of this Article shall apply to the Local Vice President.
- E. The consent of the Sheriff or his or her designated representative for release from duty assignment of the Local Union President or Vice President as provided by this Article shall not be unreasonably withheld. Any alleged abuse of the provisions for Union representation as herein defined may be invoked by either party and shall thereupon be considered a proper subject for a special conference as provided by this Agreement.
- F. In the event the Union is required to represent members of the Bargaining Unit at one (1) or more proceeding(s) occurring at the same time on a subject as defined in Article 10.04(A), the appropriate Chief Steward shall be granted time off to represent the Union without loss of compensation, upon reasonable notice to and prior approval of the Sheriff or his or her designated representative.
- G. Officers and members covered by this Agreement who have been elected or appointed by the Union to the Local 3317 Bargaining Committee 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 seven (7) employees).

Upon prior notification to their supervisor, bargaining committee members will be assigned to the day shift in their respective assignments when there is a scheduled negotiation session. Bargaining committee members will immediately return to their assigned work location, unless their shift has ended, upon completion of the negotiation session.

For purposes of this paragraph [Article 10.04(G)], negotiation sessions shall include both: interest arbitration and mediation in accord with the Act 312 process.

10.05

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

10.06

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

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

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Article # 14
Date 6/19/14
Local 3317 KS
AFSCME Council 25 KS
Wayne County KS
Sheriff's Rep. [Signature]

**ARTICLE 14 – ADMINISTRATIVE REVIEW AND
DETERMINATION HEARING**

14.01

Any employee who has been charged by the Sheriff with a violation of departmental rules and regulations which may result in discipline greater than a written reprimand shall have an *administrative review hearing* and if requested by the Union, a hearing before an Arbitrator under the following conditions:

14.02 Procedural Requirements:

At the time the department gives the 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 hearing, provided said notification shall be not less than fifteen (15) calendar days prior to said *administrative review hearing*. The department shall at the same time give the Union and the accused employee a copy of all documents and other evidence, which the department has in its possession or will use at the administrative review hearing and will be placed before an Arbitrator if arbitration is requested by the Union and shall also give the Union and the accused member a list of all witnesses which will be called.

14.03 Administrative Review Hearings:

- A. An *administrative review hearing* shall be convened by the Sheriff or Undersheriff, or their designated representative. The Sheriff's designated representative shall hold the rank of Police Commander or above; however, he or she may not be a civilian member of the Department. A representative of the Labor Relations Division shall not be included in an *administrative review hearing*; this shall not preclude a County Department Head or his/her representative from attending an *administrative review hearing* when the complaint is against a Command Officer who is working in said Director's Department.

- B. The conduct of the hearing shall be off the record and shall provide a free flow of information and discussion.
- C. Any proposed settlements or compromise suggested by either party at the *administrative review hearing* shall not be made known to an Arbitrator if arbitration is requested by the Union.
- D. The Sheriff, Undersheriff or their designated representative shall render his or her written findings within seven (7) calendar days of the conclusion of the *administrative review hearing*.

14.04

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 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 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 hearing* command officer.

14.05

If the Sheriff's Office determines that an officer is to be suspended or discharged as a result of the *administrative review hearing*, the suspension or discharge shall take effect upon the accused employee and the Union receiving notification of said disciplinary action.

14.06

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

14.07 Step 3 Grievance and Demand for Arbitration:

- A. In the event the Union determines to challenge a disciplinary suspension or discharge, the Union shall, within fifteen (15) calendar days of the receipt of the Sheriff's determination to discipline the Officer, file a Step 3 grievance and a demand for arbitration with the Labor Relations Division.
- B. Upon receipt of the Step 3 grievance and notice to arbitrate, the Labor Relations Division shall forthwith schedule a Step 3 grievance meeting with

the Union's President, Vice-President and Divisional Chief Steward. The purpose of the meeting is to attempt to resolve the disciplinary action imposed by the Sheriff and to insure that the Union has been provided with all requested documentation and access to all witnesses which the department intends to call or which the Union will need in defense of the accused Officer.

14.08 Determination Hearing Before An Arbitrator:

The following provisions shall apply as to the conduct of the arbitration hearing and the powers bestowed upon the Arbitrator by the parties:

- KW
- A. The hearing before the Arbitrator shall take place within thirty (30) days upon receipt of the demand for arbitration or as otherwise agreed to in writing by the parties. The Labor Relations Division and the President of Local 3317 will mutually select an arbitrator from the panel.
 - B. Except for those Officers who have previously been suspended without pay for having been charged with the commission of any felony or a misdemeanor involving narcotics, an Officer who was otherwise discharged as a result of an *administrative review hearing* who does not have his case heard within thirty (30) days of the Union's demand for arbitration, shall be placed back on the payroll, unless the arbitration hearing has been postponed by mutual agreement of the parties or at the request of the Arbitrator.
 - C. The Arbitrator shall conduct a hearing and the burden shall be upon the department to prove the charges brought against the Officer.
 - D. If the Arbitrator decides that the discipline was unreasonable, under all the circumstances, the Arbitrator may modify the discipline accordingly and his/her decision shall be final and binding upon the members and the parties.
 - E. All past arbitration decisions as they relate to the disciplinary provisions of the Collective Bargaining Agreement shall continue to apply and be binding as to the procedural requirements.
 - F. In all disciplinary proceedings, the department shall carry the burden of proof in order to substantiate the charges and the standard shall be proof beyond a reasonable doubt. In application of this standard, the parties understand that all department charges are non-criminal in nature.
 - G. The accused employee, through the Union, shall be allowed to cross-examine all the witnesses, call any and all witnesses in defense of an

employee, shall have subpoena rights to all relevant documents in the possession of the Employer and have the right to subpoena any and all relevant witnesses employed by the Employer in defense of the employee.

- H. 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.**
- I. The Union and Department shall be allowed to submit post-hearing briefs within fifteen (15) calendar days from the closing of the arbitration hearing.**
- J. If the employee is found not to have been guilty of the charges brought against them, said employee's records shall be cleared of any and all communications relating to said charges.**
- K. All other arbitration provisions of Article 12 which are not in conflict with this Article shall also apply.**

TENTATIVE AGREEMENTArticle # 21Date 6/14Local 3317 KSAFSCME Council 25 KSWayne County KSSheriff's Rep. [Signature]**ARTICLE 21 – TRANSFERS****21.01**

All Bargaining Unit positions in the department shall be filled from a list compiled pursuant to a specific posting. The Sheriff shall post vacant positions for ten (10) days. All employees in the classification who request transfer to the vacant position shall have their name placed on this list. Further, all vacancies shall be filled from the list as spelled out in the following subsections. When no employee "bids" for an open position, it shall be filled by the employee in that classification with the least seniority.

21.02 Appointments Made by the Sheriff or County Executive:

A. The following assignments shall be filled at the discretion of the Sheriff in accordance with Section 21.01:

1. Canine Unit
2. Civil Process/FOC Enforcement Units/Felony Warrants
3. District Court Sergeant
4. *Drug Enforcement Units
5. *Executive Lieutenants and Executive Sergeants [see section 21.02(B)]
6. Explosive Ordinance Disposal Supervisor
7. Felony Warrant Squad
8. *Internal Affairs Section
9. Marine Patrol
10. Municipal Support Enforcement Unit
11. Photo Lab/I.D. Bureau
12. *Plain Clothes Investigative Units
13. *Police Property
14. *Regional Dispatch Sergeants and Lieutenants
15. Secondary Roads¹

¹ Road Patrol Sergeants including Desk, and WCCC, Police Property Lieutenant, and Juvenile Home Sergeant shall be filled by seniority. The Sheriff maintains the right to remove these seniority bid employees based solely upon his discretion. Prior to exercising his discretion to remove an employee from one of the designated 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.

16. Special Projects Sergeant - Jail Division III
17. *Special Weapons and Tactics Unit
18. Training Sergeants

Removal from the positions marked with an asterisk (*) shall be at the sole discretion of the Sheriff. Removal from all other positions shall be for documentable cause. For the purpose of this agreement, the term "documentable cause" shall be related to job performance.

- B. The number of appointments to Executive Staff Lieutenants and Sergeants shall be determined by the Sheriff and shall be established by discretionary transfers into the positions cited in this paragraph. Lieutenant and Sergeant positions designated as or obtained by the seniority bid process shall not be reclassified as Executive Lieutenant or Executive Sergeant, unless agreed to by the Union President. The total overall number of Executive Lieutenants and Sergeants shall not exceed thirty (30) positions, unless agreed to by the Union President. The provisions of this section have been modified by a Memorandum of Agreement between the parties dated December 16, 2010 and incorporated by reference.

Sheriff's Department:

1. Civil Process/FOC Enforcement/Felony Warrants Lieutenant or Sergeant
2. Discipline Lieutenant
3. Drug Enforcement Lieutenant
4. Internal Affairs Lieutenant
5. Jail Division I Lieutenant
6. Jail Division II Lieutenant
7. Jail Division III Lieutenant
8. Court Services Lieutenant
9. Marine Unit Lieutenant or Sergeant
10. Road Patrol Lieutenant
11. Training Lieutenant
12. Administration Sergeant
13. Identification Bureau Sergeant
14. Internal Affairs Sergeant
15. Reception Diagnostic Center (RDC) Lieutenant

County Executive's Office:

16. Administration Lieutenant(s) or Sergeant(s)

Department of Children and Family Services - Warrant Enforcement Bureau:

17. Lieutenant
18. Adult Enforcement Services Sergeant
19. Juvenile Enforcement Services Sergeant

Captain Assignments:

20. Assignment of Captains shall be at the sole discretion of the Sheriff's Office.

21.03 Appointments Made by the County Executive:

Appointment to and removal from the following positions shall be at the sole discretion of the County Executive or his designee:

- A. C.E.O. Security Detail
- B. Children and Family Services

21.04 Seniority Transfers:

The Sheriff shall fill all positions in the following units by seniority, as defined in Article 20.01.

- A. Court Services Division and Jail Divisions I, II, and III - Support Services

Removal from both the Court Services Division and from Jail Support Services shall be at the sole discretion of the Sheriff.¹

¹ The Sheriff or Undersheriff may convene a Special Conference regarding substantial job performance deficiencies of an employee. The employee has a right to attend, and may bring his or her union representative. At the Conference, the Sheriff or Undersheriff shall identify specific job performance problems, and where appropriate, training, counseling, and other types of assistance may be provided to help the employee learn the job duties and meet performance requirements. The employee and his or her union representative shall have an opportunity to provide information concerning the employee's work, training opportunities, or other circumstances relevant to his or her job performance. After the Conference, the Sheriff or Undersheriff and the union representative will jointly prepare a memorandum, indicating the topics discussed and any results of the Conference.

Following the Special Conference described in this section, the Sheriff or Undersheriff has sole discretion to order the employee's non-disciplinary removal from the position. This decision shall not be subject to the grievance procedure. The job performance deficiencies resulting in the employee's non-disciplinary removal shall not be considered in subsequent disciplinary proceedings.

However, if an employee engaged in conduct that could require discipline, as well as removal from a position, then the matter may be handled through the discipline process, and not be the subject of the Special Conference described in this section.

B. Jail Divisions I, II, and III - Security

Removal from Jail Security shall be through the disciplinary process, as defined in Article 13.

C. Park Patrol

Removal from Park Patrol shall be for documentable cause.

- D.** The Union must institute annual seniority bid sheets for Sergeants and Lieutenants desiring seniority bid assignments.

21.05 Rejection of Seniority Transfer:

Seniority transfers may be rejected by the Sheriff for the following:

- A.** Usage of more than ten (10) sick days without approved medical documentation within a twelve (12) month period.
- B.** Employees with a disciplinary record containing in excess of the cumulative total of three (3) days suspension time of record, within the preceding twenty-four (24) months.
- C.** If an employee is refused a transfer for their disciplinary record, the employee may make a request to the Sheriff, in writing, requesting the reasons for said refusal, within ten (10) calendar days of the Sheriff's refusal. The Sheriff shall respond within ten (10) calendar days of receipt of the request from the employee.

21.06 Permanent Transfers:

An employee transferred pursuant to his or her "bid" shall be entitled to a thirty (30) day trial period during which the employee may elect to return, or may be returned, to the employee's former job assignment, provided that, if returned by the Sheriff, written reasons for such action shall be given the employee and the Union at the time of return.

21.07

If during the thirty (30) day period, the Sheriff or the employee elects to return or be returned to their former job assignment, said return shall be made within fourteen (14) calendar days of the written request to the Executive Division. If the job assignment being vacated is a specialty position and a list of qualified officers does not currently exist, then the employee may be required to remain in the position until a qualified list is established.

21.08 Temporary Transfers:

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

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

21.09 Lateral Transfers:

Lateral transfers shall be allowed between agreeing employees and shall be subject to the approval of the Sheriff or his or her designee and the Union President or designee.

21.10

The Union may request a Special Conference pursuant to Article 11 for resolution of transfer or assignment disputes.

21.11 Job Assignments/Jail Divisions:

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

21.12 Interchangeability Of Security Command Officers:

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

21.13 Command Officer/Support Services:

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

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

21.14

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

21.15 Shift Preference:

Shift assignments shall be open for bid on February 1st through February 15th, to be effective the first shift change after March 1st annually and on August 1st through August 15th, to be effective the first shift change after September 1st annually. Bid preferences will be recorded and retained throughout each six (6) month period and be utilized in the event a position is vacated by promotion or transfer. Officers who had bid during the bid period shall be given first preference to fill such vacated positions.

21.16

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

21.17 Equal Balance Units

New uniform units created by the Sheriff and previously existing units requiring alternating seniority and discretionary appointments shall maintain an equal balance 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. 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.

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Article #	33
Date	6/19
Local 3317	33
AFSCME Council 25	25
Wayne County	Wayne
Sheriff's Rep.	Conrad

ARTICLE 33 – LEAVE WITHOUT PAY

33.01

A regular employee with at least one year of service may be granted a leave of absence without pay upon prior written approval by the Sheriff and with approval by the Director of Personnel/Human Resources for any of the following reasons. Except for leaves under (A), one year of service shall mean 12 months of service with at least 2,080 hours of paid time. For leaves under (A), one year shall mean 12 months of service with at least 1,250 hours of paid time.

- A. Because of physical or mental disability of the employee; or for the care of the employee's spouse, son or daughter, or parent who has a serious health condition; or following the birth or placement of a child for adoption or foster care;
- B. Because the employee has been elected or appointed to a public office;
- C. Because the employee is entering the unclassified or exempt services of the employer;
- D. Because the employee is entering upon a course of training or study, in an approved education institution, for the purpose of improving the quality of the employee's service to the County or the purpose of qualifying for a promotion; (An educational leave will not normally be granted unless the employee has at least seven (7) years of service).
- E. Because the employee is seeking political office.
- F. Because of extraordinary reason sufficient to warrant such leave of absence.

33.02

An employee who is off work for thirty (30) calendar days or more, except on scheduled vacation, shall be required to apply for a leave of absence. The leave shall be considered effective beginning the first day the employee is off work for the purpose of computing the duration of the leave.

33.03

An employee must exhaust all annual leave prior to the commencement of any leave without pay, except for leaves under Article 33.01 (A) and (C). If the leave is requested because of the physical or mental disability of the employee, all sick leave must be exhausted.

33.04

A leave due to the physical or mental disability of an employee may not exceed a six month period. An employee who has more than five (5) years of County service may be granted additional six month extensions, not to exceed a total leave without pay of eighteen (18) months. All extensions are at the discretion of the Director of Personnel/Human Resources.

Leaves to care for family members shall not exceed twelve (12) weeks.

Leaves to care for a child after the birth, adoption or placement for foster care shall not exceed twelve (12) weeks. Such leaves may be extended upon written request of the employee and with the approval of the department head and the Department of Personnel/Human Resources for a period not to exceed six (6) months in total.

33.05

- A. Employees on leave in accord with Article 33.01 (A) who have less than four (4) years of service are eligible for medical, optical, life and dental insurance for a period not to exceed three (3) months.
- A. Whenever employees are on approved leaves of absence because of illness and have exhausted all of their accumulated sick leave, the Employer shall continue to pay the full cost of medical, optical, dental and life insurance provided by the Employer for a period not to exceed six (6) months following termination of sick leave pay; provided, however, the employee shall have four (4) continuous years of service.

33.06

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

Upon the effective date of a leave of absence under Article 33.01(C), where employees leave the bargaining unit to enter the unclassified or exempt services, said employees will not earn seniority credits. Additionally, payroll deduction of union dues and service charges by the County will cease.

33.07

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 may choose a neutral physician to render a third opinion.

33.08

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.

33.09

Rule 13 of the Civil Service Rules of August 27, 1976 shall continue to apply where not in conflict with this Article.

TENTATIVE AGREEMENTArticle # 44Date 6/18Local 3317 KSAFSCME Council 25 PKWayne County PKSheriff's Rep. Corle**ARTICLE 44 – TEMPORARY POOL****44.01**

Notwithstanding Article 3.02 of this Agreement, the Sheriff shall have the right to utilize the services of temporary Sergeants and Lieutenants to fill absences or vacancies created by a leave of any kind for any work assignments located in the Jail Divisions. All individuals selected for a temporary Sergeant or Lieutenant assignment must have either retired in good standing from a Wayne County law enforcement classification or been selected from an eligible list.

44.02

Temporary Sergeants and Lieutenants 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. Temporary Sergeants and Lieutenants will be paid the hourly rate equivalent of the entry level Sergeant or Lieutenant rate in effect on the date of execution of this Agreement by the County Executive and will not otherwise receive or be eligible for any contractual increases, premiums, or other special duty pay. Temporary Sergeants and Lieutenants are "at-will" and shall in no way, at any time, gain regular status or attain any rights, benefits or privileges, contractual or otherwise, enjoyed by regular status employees represented by the bargaining unit. Additionally, temporary Sergeants and Lieutenants shall not have access to the grievance or arbitration procedure contained in any Article or section of this Agreement.

44.03

Selections for temporary service assignments in the classification of Lieutenant pursuant to this Article shall first be made from full-time employees in the bargaining unit who are on the eligible list for promotion to Lieutenant.