

AGREEMENT
BETWEEN THE
WASHTENAW COUNTY BOARD OF COMMISSIONERS
AND
WASHTENAW COUNTY SHERIFF
AND
POLICE OFFICERS ASSOCIATION OF MICHIGAN



1/1/15 - 12/31/19

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Effective: January 1, 2015 to December 31, 2019

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THIS AGREEMENT, dated January 1, 2015 to December 31, 2019, by and between the Washtenaw County Board of Commissioners, party of the first part, hereinafter termed the Employer, the Sheriff of said County being the executive officer charged with administering the Washtenaw County Sheriff's Office, and Police Officers Association of Michigan, party of the second part, hereinafter called the Union.

ARTICLE I
PURPOSE AND INTENT

1.1: The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, and the Union.

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

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all Employees.

ARTICLE II
RECOGNITION, UNION SECURITY AND DUES

2.1: Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer does hereby recognize Police Officers Association of Michigan (POAM) as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement, for the following unit:

All Washtenaw County Sheriff's Office employees set forth in Appendix A.

Temporary, part-time and seasonal employees are not covered under this agreement.

Temporary employees shall be defined as those persons hired for salary but without fringe benefits to fill a position for a duration of nine (9) months or less.

If a position filled by a temporary employee(s) continue(s) beyond the nine (9) month limit, it will be considered a violation of this contract subject to the grievance procedure.

If a temporary position is reclassified as a permanent position, the incumbent will, upon approval of the Sheriff, be hired as a permanent employee into that position, subject to bid procedures as may be relevant.

In cases where temporaries are hired to fill vacancies resulting from the absence of a permanent employee, the duration of temporary status may be extended beyond the nine (9) month limit and until the termination of such leave. Any unreasonable extensions beyond the nine (9) month limit would be subject to the grievance procedure.

2.2: All present employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of employment or pay to the Union a fee equivalent to dues of the Union as a condition of employment on and after completion of their first thirty-one (31) days of employment. All present employees covered in this Agreement who are not members of the Union and all such employees who are hired hereafter, shall become and remain members in good standing of the Union or pay to the Union a fee equivalent to dues of the Union as a condition of employment upon completion of their first thirty-one (31) days of employment.

2.3: The Employer agrees to deduct from the pay of each employee all dues to the POAM and pay such amount deducted to the POAM office to the Treasurer, 27056 Joy Road, Redford, MI 48239-1949, provided, however, that the Union presents to the Employer authorizations signed by such employees allowing such deductions and payments to the Union. The Union will supply dues deduction check off cards.

2.4: All new regular full-time bargaining unit employees shall be probationary employees during the first year of employment. Time spent in the Police Academy shall not be counted toward the probationary period. Probationary employees may be discharged or disciplined without further recourse provided, however, that the employer may not discharge or discipline for the purpose of ending this Agreement or discriminating against union members. After the probationary period, the employee shall be placed on the regular seniority list. If the evaluation reports are unsatisfactory, the probation period may be extended up to sixty (60) days.

2.5: The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement, or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

2.6: The Union shall indemnify and save the Employer harmless against any or all claims or suits arising out of Article II.

2.7: It is hereby agreed between the parties that all of the employees in the bargaining unit are subject to hazards of police work and perform the duties of a critical service nature. It is further agreed that the uninterrupted performance of duties is necessary for the preservation of and promotion of public safety, order and welfare. All employees of this bargaining unit are recognized by the parties to be eligible for Public Act 312 of 1969.

ARTICLE III WAGES

3.1: Attached hereto, and marked Appendix "J" and "M" are schedules showing the classification and wage rates of the employees covered by this Agreement. It is mutually agreed that said Appendix "J" and "M", and the contents thereof shall constitute a part of this Agreement.

3.2: Starting Rate on Initial Employment. Original appointment to any position shall normally be made at the base rate and advancement from the base rate to the maximum rate within a salary range shall be by successive steps as set forth in Appendices "J" and "M". Upon recommendation of the Sheriff, the Administration may approve initial compensation at a rate higher than the base rate in the salary schedule for the class when the needs of the service make such action necessary provided also that any such applicant's experience and ability over and above the minimum qualifications specified for the class are commensurate with grade and step recommended, and provided that such action is within the salary appropriations.

3.3: Starting Rate on Return from Military Services: Any employee who leaves or has left the county service to enter the active service of the armed forces of the United States and who subsequently is reinstated to a position previously held by him shall be entitled to receive a compensation at the step rate to which he would have been entitled had his service not been interrupted by service in the armed forces.

3.4: Requirements as to Continuity of Service: Service requirements for advancement within compensation schedules and for other purposes as specified shall include the requirement of continuous services, which means employment in the Washtenaw County Sheriff's Office service without break or interruption. Leaves of absence with pay, and leaves without pay of less than thirty days, shall not

interrupt continuous service nor be deducted there from. Absences on leave without pay in excess of thirty days, except for extended service with the armed forces of the United States, shall be deducted in computing total service and continuous service.

3.5: Pay Period. All Employees covered by this Agreement shall be paid in full bi-weekly. Not more than seven (7) days shall be held from a regular Employee. Each Employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose, upon request of individual Employees or Union representatives to Staff Services.

3.6: Specialty Pay.

A. Field Training Officers:

1. Trained Dispatch (CTO's), Jail (FTO's) and Police (PTO's) field training officers will be compensated with one (1) hour of straight time in either pay or compensatory time for each eight (8) hours in which they are assigned to serve as a field training officer within their respective Division. Employees only serve as field training officers when so assigned. Classroom or any other forms of instruction do not constitute service as a field training officer.
 - a. If their compensatory bank is at its maximum, they will receive the time served as straight time pay.
 - b. Assigned service as a field training officer for less than four (4) hours will be credited as a full four (4) hours of service as a field training officer for the purpose of this section.
 - c. Assigned service as an field training officer for more than four (4) hours but less than eight (8) hours will be credited as a full eight (8) hours of service as a field training officer for the purpose of this section.
2. Upon completion of 160 hours (20 eight hour shifts) of assigned field training officer service, they will receive an additional four (4) hours of compensatory time.
 - a. If their compensatory bank is at its maximum, they will receive the additional time as straight time pay.

B. Secondary Road Patrol (SRP) Traffic Crash Investigators, the Marine Safety Coordinator, School Resource Officers, Deputies assigned to Detective Bureau and any Investigative Concept Teams (e.g.: Auto Theft, LAWNET, Major Crimes, etc.) shall be paid at the rate of a detective (detective differential). Personnel selected to fulfill these assignments shall be; qualified, regular, full time, bargaining unit members.

C. HAZARDOUS DUTY PAY. Members of the bargaining unit who engage in Underwater Search and Rescue Team (USRT) underwater diving for rescue or investigative dives, Special Operations Team (SWAT) tactical operations and Hostage Negotiations Team (HNT) tactical operations (excluding practice diving and training assignments), shall be paid as follows for all hours worked during underwater diving activities or tactical operations:

1. Parties will receive half time or their regular pay above the rate of pay they would otherwise receive for the hours worked during hazardous duty.

2. Examples:

- a. Personnel assigned to hazardous duty assignments during their regular work hours would receive a total of one and one half times their regular pay rate.
- b. Personnel called in for overtime to a hazardous duty assignment would receive a total of two times their regular pay rate.

D. DISPATCH SHIFT LEADER. Members of the bargaining unit who are assigned Shift Leader responsibilities in the Dispatch Center shall be paid 8% above their existing salary rate when serving in that capacity.

ARTICLE IV
LONGEVITY

4.1: Longevity. Employees shall be granted a salary increment increase in compensation of:

- A. Effective for Bargaining Unit Members hired prior to January 1, 2009:
 - 2% of the top step after completion of one (1) year at the top step,
 - 4% of top step after ten (10) years of service,
 - 6% of the top step after twelve (12) years of service,
 - 8% of top step after fifteen (15) years of service, and
 - 10% of top step after twenty (20) years service.

- B. Bargaining Unit Members hired on or after January 1, 2009,
 - 4% of top step after ten (10) years of service,
 - 8% of top step after fifteen (15) years of service, and
 - 10% of top step after twenty (20) years service.

ARTICLE V
SCHEDULING

5.1: A. Work Week and Schedule: The workweek consists of five (5) days work, two (2) days off in a week starting on Sunday and ending Saturday. This schedule shall not be changed unless mutually agreed to by the parties.

B. Holiday Preference: Deputy Sheriff Officers, Correction Officers, Corrections Community Services Officers, and Communication Officers may select to work or not work on holidays within the time period of the shift preference bid on the basis of seniority. Employees who have secured bid compensatory or vacation leave during annual bidding, as specified in Article VI, Compensatory Time, Section 6.1(B), and Article IX, Vacations, Section 9.1(E)(1), shall be given first preference not to work any holidays included during that specific leave period. If an employee desires to work a holiday during a bid compensatory or vacation leave, their request shall be considered on the basis of their seniority. Holiday preference selection will take place at the time of the shift preference bid. The number of Officers who may bid the holiday off is at the discretion of the Employer. Transport and support staff shall be considered as day shift for the purposes of bidding for holiday time.

C. Shift Preference.

1. After one (1) year of service in the Sheriff's Office, employees may apply for their shift preference provided it will not be detrimental to the operation of the Sheriff's Office. Seniority shall be recognized as a primary consideration for the above request.
2. In granting shift preference, the Employer (at his discretion) shall reserve the right to assure each shift is balanced by assignment of sixty percent (60%) of employees with two (2) years seniority. All parties agree for the overall improvement of labor and management relations, the president of the Washtenaw County Deputy Sheriffs Association would best be served working the day shift. Therefore, the Police Officers Association of Michigan designated president shall have the highest seniority for shift selection for the purpose of selecting the day shift only.

3. a. Bid Jobs - Corrections Division

A shift bid for personnel in the Corrections Division shall be available to personnel in their respective classifications, except for probationary employees.

A numerical list of jobs will be utilized to the individual assignments. The numerical list shall identify the job by assignment leave days and hours.

The opportunity to place a bid would be by seniority with the exception of a particular position (s) where specific open competitive testing was utilized and certain personnel were determined to be more qualified than others and/or by conclusion of such testing and/or qualification certain employees would have more than just seniority to bid a particular job.

A posting of bid jobs shall indicate the job in addition to the date and time the written bid must be submitted. Personal attendance at the shift bid will allow the employee to observe the method as well as make a verbal bid when their respective seniority position would be called.

The verbal bid at the time called would supersede any and all previous written bids.

If in fact the employee was not sufficiently performing in their respective assignment, he/she would be apprised of this and be given an opportunity and reasonable means to improve, where such deficiencies do not have a substantial impact on Official effectiveness and efficiency.

In the event an employee could not show signs of improvement, the individual would be removed from that job. The employee will be reassigned at management's discretion for the duration of shift bid.

The bid period will be divided into three four (4) month segments.

The new shift schedule which results from the shift bid process will begin on the first Sunday of the first month of the new shift bid.

Transport slots shall remain as bid positions.

b. Bid Jobs- Law Enforcement Division Uniform Deputy Sheriff

A shift bid for the uniform personnel of the Law Enforcement Division should be available to personnel in that category.

The only exclusions of uniform personnel bidding on certain details would be where a specific prerequisite was required; a selection procedure would be developed to determine these officers.

A posting of bid jobs will indicate the job in addition to the date and time the written bid must be submitted. Personal attendance at the shift bid will allow the employee to observe the method as well as make a verbal bid when their respective seniority position would be called.

The verbal bid at the time called would supersede any and all previous written bids.

A numerical list of job's can be cataloged indicating the hours, location, and leave days. A job bid would be by seniority.

The bid period will be divided into three (3) four (4) month segments.

The new shift schedule which results from the shift bid process will begin on the first Sunday of the first month of the new shift bid.

4. Work Schedules

Schedules shall be posted no later than 14 days preceding the next scheduled cycle. After being posted, if changes must be made in the schedules, there shall be at least a one-week notice to the affected employee before the change is to become effective.

After the first day of the month, prior to changes in the schedule, the affected employee shall be given one week's advance notice of any change, except in cases of emergency or unforeseen circumstances.

If an employee is ordered to work without the one-week notice and there is no emergency or unforeseen circumstances, he/she shall be compensated at an overtime rate.

5. Employees with a minimum of two (2) years current classification seniority who are enrolled in advanced educational classes and are taking a minimum of six (6) credit hours in the semester shall qualify for educational shift preference. The courses must be public administration, law enforcement/corrections, or business administration and management courses, or courses closely related to those fields, as approved by the division commander whose decision will be final. The employee requesting the educational preference will bid by seniority for the midnight shift only. The number of personnel meeting the educational preference requirement shall not be more than one half (1/2) of the personnel for the midnight shift. Selection of leave days, reporting station, and assignment shall be on a seniority basis. Verification of registration and course shall be submitted to the employer and copies to the Union President. Once

registered, the employee must complete the course or give notification immediately to both the employer and the Union President of any changes.

D. Exchange Time:

Members of the Bargaining Unit shall be permitted to exchange time with other members of the same classification, provided they make written notice to command by a prescribed process.

Such exchanges shall be limited to four (4) per scheduling month, i.e., four (4) days off, and are non-cumulative. Exchanges in excess of four (4) are not permitted unless approved by command. Employees may not exchange time on the shift that they are already scheduled to work exchange time. However employees on an exchange day off may work overtime on said exchange day without receiving a forced overtime credit.

An exchange day off shall be treated as a leave day as defined in the collective bargaining agreement. Exchanges between employees will be reconciled during the same scheduling month.

The employee agreeing to work the affected shift in such change shall be responsible for reporting to the assigned shifts. The exchange day worked by the employee shall be treated as a work day and the employee may be subject to forced overtime should it occur.

Employees may give away Holidays to another employee, however this shall not count as one of the non-cumulative exchange days.

Employees shall be permitted to work two (2) sixteen (16) hour shifts consecutively with eight (8) hours of leave time between the shifts. Any exchange time that results in less than an eight (8) hour break between the two (2) sixteen (16) hour shifts must be approved by command staff.

Probationary employees within their first year of employment shall not be permitted to use exchange time during their probationary period.

In the event that an employee is engaging in an exchange time with another employee within the same classification:

1. If an employee is actually working, this day becomes their work day and they may be forced.
2. If an employee is not working and is off on an exchange day, this day becomes a leave day and shall not be forced.

In the event that an employee signs up for overtime on their leave day, they are not subject to be forced.

Sheriff's Administration will develop a decision tree, in collaboration with the POAM, for supervisory training to ensure consistency in application.

5.2: Bid Jobs Percentages.

- A. The Sheriff, by a selection process identified in the posting, may assign up to fifteen percent (15%) of positions contracted for through Police Services contracts, including Computer Forensic Officer and any general fund patrol position. The remaining general fund positions will be included in the shift bid process as staffing allows.
- B. The Sheriff, by a selection process identified in a posting, may assign all Core Services Jobs, including but not limited to Secondary Road Patrol, Marine Safety, Major Crimes/DEA, Auto Theft, LАWNET, TEAM/Crime Prevention, Detective, Warrant Officer and K-9 positions.
 - i. One-third (1/3) of assigned jobs as described in Section B., with the exception of the Detective Bureau, Secondary Road Patrol, and K-9 will be posted every year.

The Employer may assign probationary employees to a position for the duration of their probation. Upon the successful completion of probation, he/she would be placed in the shift bid by their seniority.

Shift bids will be conducted for the January-April, May-August and September-December time periods.

All changes in one-year bid personnel will take effect in the September-December shift bids.

In the event an employee is not present at the shift bid, and has not submitted a written bid, they shall be provided with their previous area and leave day pattern if available. This applies to all Divisions within the Office of the Sheriff.

The parties agree and commit to review how locked out positions will be handled as part of the shift bid process.

5.3: In an effort to provide continuity and enhanced service delivery in all jurisdictions in which the Office of the Sheriff contracts with, employees shall make a commitment to work within the boundaries of a particular location for a period of at least one calendar year. The current contract provisions for shift bid and assignment will be followed except as outlined and modified below.

- A. Employees will commit by a seniority bid process to a one-year period of service within a specific response area.
- B. During the one year period of service, employees will continue to bid shifts every four months as outlined in the current contract.
- C. Employee's may request to be reassigned before the expiration of the one-year bid. The employee's request for reassignment will be considered for promotion, transfer and hardship cases only. The employee will be reassigned at management discretion for the duration of the four (4) month shift bid. A request for reassignment must be made in writing to the Sheriff or his designee. Hardship requests will not be unreasonably denied.
- D. Vacated bid positions will be filled strictly by seniority, by a bump-down process in the next four (4) month shift period.

- E. The parties will meet every 90-days, or as needed, to discuss and resolve any differences in the adoption and operation of the schedule. Should the parties be unable to resolve their differences, the issue will be taken to expedited arbitration for a final and binding decision. This clause (5.3 E) only will expire 12/31/08.
- F. Bargaining unit members who are residents of Ypsilanti Township and work within the Township will be paid a stipend based upon the number of consecutive yearly shifts they worked in the Township. The date designated to start the anniversary date is September 1, 1999, i.e., the first stipend will be paid after one year (September 1, 2000) based on the following schedule:
1. 1st year anniversary date \$500.
 2. 2nd year anniversary date \$750.
 3. 3rd year anniversary date and any successive years anniversary dates \$1,000.

ARTICLE VI
COMPENSATORY TIME

6.1: Compensatory Time:

- A. Employees desiring compensatory time not covered by paragraph B of this section shall make their request at least 72 hours in advance. The shift supervisor shall approve or disapprove the request after considering the number of available deputies on the shift during the time requested the need to fill for overtime, anticipated workload or special events. Denial of a request will not be arbitrary or capricious.
- B. Employees shall be given the opportunity to take accumulated compensatory time off. The Employer shall schedule such compensatory time off in blocks up to one (1) week [five (5) working days] to be drawn on the basis of seniority annually, on a calendar year basis (January through December) of each year. The employer will ensure that each of the 52 weeks in the calendar year is available for comp bid. In the event that more than 52 employees are eligible for comp bid, the employer will add additional weeks to ensure that each employee has the opportunity to bid a minimum of one week of comp time leave per year. If fewer employees participate in the bid process than the number of comp weeks provided, then any excessive additional weeks previously added will be removed from the bid process by the employer. Employees not in the shift bid selection process as defined in Article V shall arrange their comp selection through their immediate supervisors. In the event of transfers within the bargaining unit, the employee's comp selection shall be guaranteed. Such drawings shall take place during the month of December. Employees may draw as many days, up to five (5), to which they are entitled as of the date of drawing. Employees entitled to more than five (5) compensatory days off may draw a second block after initial drawing is complete. Compensatory time bid sign up shall be by response area and assignment.

Vacation and compensatory time bid shall occur simultaneously. The initial bid round will be for vacation draws based on an employee's service with the organization (and that will accrue by the end of the bid year), with one (1) compensatory time week if allowable (based on hours in an employee compensatory time bank at the time of the bid). Round two shall include the

remaining vacation time and allowable compensatory time.

C. Additionally time may be requested by employees and granted, provided such time would not result in replacing such employees on an overtime basis. The decision of the Employer in denying a request shall not be arbitrary or capricious.

D. It is agreed that all employees covered under this collective bargaining agreement shall be allowed to accumulate a maximum of 480 hours of compensatory time.

ARTICLE VII
OVERTIME

Overtime may be necessary to maintain an adequate staffing level on all shifts. An organized system will be utilized to allow overtime to be rotated in an attempt to ensure economic fairness and equity among staff.

7.1: Overtime Defined. Hours worked in excess of eight (8) hours per day or forty (40) hours per week, except where agreed to under one of the schedules set forth above, shall be considered overtime. Overtime will be compensated at the rate of time and one-half. An employee at his option may select compensatory time. It is agreed that scheduled overtime will be by unit and will be equalized whenever possible. The Employer shall make payment of overtime worked in the pay period in which it is earned and reported properly by the Employee. However, such payment shall be made no later than the following pay period. Overtime slips will be submitted to a supervisor for transmittal to Staff Services at the conclusion of the overtime hours worked, or at the completion of the employee's next regular scheduled shift. Submitted slips shall be receipted to the employee.

7.2: Definitions

- 1. Known Overtime - is that overtime (need for additional staff) which is known 24 or more hours in advance.
- 2. Unknown overtime - is that overtime (need for additional staff) which becomes known within 23 hours or less.
- 3. Pass - an officer may be passed if they would already be working the shift being hired, if they are not available when the sergeant calls, if the officer indicated restrictions that would prevent him/her from being available, or if an officer would be on vacation or birthday. (It is the officer's responsibility to notify the sergeant that they would be on vacation or on their birthday if a sergeant attempts to hire them for overtime).

7.3: Forced Overtime:

- A. The parties agree and understand that there are negotiated Forced Overtime Agreements for the primary divisions of the Office of the Sheriff, including but not limited to Corrections, Police Services, and Dispatch (see Appendix D).
- B. The negotiated Forced Overtime Agreements for each division outlines the procedures to implement forcing, and provide for a fair and equitable process for employees within those divisions.
- C. If in the event staffing requires that personnel are required to work beyond their regular shift times, and the staffing levels will require an employee to be forced to work overtime to meet required staffing levels, personnel will only be forced to

work overtime in conjunction with the Forced Overtime Agreements. If no personnel are available to force, all options of the forced overtime must be exhausted prior to forcing an employee outside the agreement guidelines.

- D. Any changes in the Forced Overtime Agreements must be negotiated between the parties.

7.4 Corrections Overtime

1. Sign up at shift bid for a four-month period.
2. Must be signed up to be called.
3. List by seniority - corrections officers only.
4. Restrictions may be indicated next to name and may be updated at any time.
5. The sign up list shall be maintained in the sergeant's office; however, the sergeant may delegate the calling to another officer so long as the appropriate notations are made on the list. The list shall be utilized by calling the person under the last person who worked when called, continuing down the list eventually going back up to the top of the list and so forth.
6. At no time will an officer be allowed to call in requesting overtime circumventing the use of the proper overtime list. However, an officer may return a call to a sergeant (if they were not available when the sergeant called them) but would only be given two slots of what is left, if any.
7. Each officer called will be allowed two slots of overtime during the first round of calls. If there are any slots left, the remaining slots will be posted and available on a first come first serve basis, two slots at a time.
8. In the event the overtime is not known 24 hours in advance, such as a sick call for the next shift, the sergeant will then announce the overtime to the shift on duty, keeping in mind that not all officers will be able to leave their work assignment to sign up, then if no one on duty wants the overtime the sergeant may have to force an officer from the next three in line to be forced. Forced overtime will work as in the past. If the officer being forced does not want the overtime he/she may find someone to work it for them. However, they would only get credit for the force if they work the first hour.

ARTICLE VIII HOLIDAYS

8.1: Employees covered by this Agreement shall receive the following legal holidays or parts hereof, or any other day proclaimed in writing as a county holiday by a duly constituted authority.

- A. New Year's Day (1/1)
Martin Luther King Day (Third Monday in January)
President's Day (Third Monday in February)
Good Friday (12-3 p.m.)
Memorial Day (Last Monday in May)
July 4th

Labor Day (First Monday in September)
 Columbus Day (Second Monday in October)
 Veterans' Day (November 11)
 Thanksgiving Day (Fourth Thursday in November)
 Day following Thanksgiving
 Christmas Day (12/25)
 Employee's Birthday

Employees scheduled to work on a holiday, and/or the day following a holiday must report to work according to their schedule or be on an authorized absence which began not in excess of thirty (30) days prior to the holiday in order to receive credit for the holiday. If a holiday falls on an employee's regular leave day, he will receive an extra leave day in conjunction with the employee's regular leave days, or other mutually agreed upon day, within the same or next pay period.

Overtime on a holiday is subject to bumping by seniority. Bumping shall cease 24-hours prior to the start of the overtime shift. Unknown overtime within the 24-hour period shall be offered to on duty divisional personnel on a seniority basis.

C. Holiday Payment Schedule

	Regular Pay (x1)	Holiday Pay (x2)	Overtime Pay (x2.5)	Total Pay
Work Holiday on Regular Scheduled Work Day	8 hours	8 hours	0	3x pay
Work Holiday on Regular Scheduled Work Day - Shift Extension	0	0	# of hours worked	2.5x pay
Holiday Falls on Leave Day - Day Off	8 hours	0	0	1x pay plus extra leave day
Holiday Falls on Leave Day - Called into Work or Worked Posted Overtime	8 hours	0	# of hours worked	3.5x pay for all hours worked for 1st 8 hours; 2.5x for all hours past the initial 8 hours
Holiday Falls on Leave Day & Employee Assumes Another Employee's Holiday Shift	8 hours	8 hours	0	3x pay
Good Friday - Working During the Hours of 12-3pm	3 hours	3 hours	0	3x pay
Good Friday - Working Other Shift or on Leave Day	0	0	0	3 hours of compensatory time at straight 1x pay

ARTICLE IX
VACATIONS

9.1: Vacation Leave. Employees covered by this Agreement shall be allowed vacation leave with pay.

- A. An employee shall not accrue vacation leave during the probationary period. Upon completion of said probationary period an employee shall be credited with one (1) day of vacation for each month of continuous service dating from employment.
- B. In the event that an employee is a probationary employee due to a transfer between divisions, and the employee bid a vacation during assignment in the previous division, that bid will be honored in the employee's new assignment. If it is known that a transferring employee will transfer to a new division during the vacation bid process, the employee will be allowed to bid in the vacation bid for the division that he/she will be transferring to.
- C. The vacation schedule shall be as follows:

<u>Years of Service</u>	<u>Total Vacation Days</u>
1	12
2 - 5	15
6 - 14	18
15 and Over	21

- D. Absence on account of sickness, off the job injury, or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee and within the discretion of the Sheriff, be charged against vacation leave allowance.
- E. The Sheriff shall keep records of vacation leave allowances and shall schedule vacation leaves in accordance with the following:
 - 1. Vacation sign up for the entire year will be at a designated time in December of the preceding year. The selections will be for one or two-week period(s) by seniority except those employees with twelve (12) or more years' seniority may select a three-week vacation period. The employer will discuss with the Union the number of employees to be off on the vacations throughout the year and shall take into consideration fully any request made for revisions in the vacation schedule.

Vacation and compensatory time bid shall occur simultaneously. The initial bid round will be for vacation draws based on an employee's service with the organization (and that will accrue by the end of the bid year), with one (1) compensatory time week if allowable (based on hours in an employee compensatory time bank at the time of the bid). Round two shall include the remaining vacation time and allowable compensatory time.

The Employer shall regulate the number of slots available each week throughout the year based on operational and area needs. For the initial vacation bid, all 52 weeks shall be available.

- 2. Employees will be encouraged to take vacations throughout the year. Each year, employees shall be allowed to bid their maximum annual accrual for that year in 40-hour blocks.

3. Vacation sign up shall be by response area and assignment.

4. Vacation utilization. The parties recognize that the unique character of the law enforcement mission requires as its first object the protection of the public, in part achieved through the proper scheduling and utilization of law enforcement officers. As such, they understand and agree that the accomplishment of this mission is their foremost priority. Therefore, in recognition of this mutual obligation, the parties agree that whenever possible, requests for available vacation time off shall not be denied unreasonably. Reasonable basis for denial of requested leave shall include, but not be limited to, other employee absences caused by illness, injury, or compensatory time off. Where such denial occurs, the reasons for it shall be fully explained to the employee(s) affected thereby.

F. Employees shall be encouraged to take yearly vacations and in no case shall an employee be allowed to accrue, at any one time, more than three (3) times the amount of annual vacation to which he/she is entitled. Vacation time accrued above the maximum limit on December 31 of each year will be forfeited.

G. If a regular pay day falls during an employee's vacation and he is to be on vacation for two weeks or longer, he may request to receive that check in advance before going on vacation. Employees must request the check in writing to staff services two (2) weeks prior to the regular payday they wish to receive the check. Employee's time sheet and vacation slip signed by the supervisor must accompany the request.

H. If, for convenience of the Sheriff's Office, an employee is required to cancel his vacation, the employee shall have the option of rescheduling his vacation preference to be paid for that number of days so scheduled at the premium rate of pay up to a maximum of ten (10) days. Exceptions to the above may be made in cases of emergency. An emergency shall be defined as an Act of God, which cannot be foreseen by the Employer or an emergency called by the Governor of the State of Michigan, or a major disturbance within the County. An employee may change his vacation in cases of emergency but this shall not result in the bumping of other scheduled employees.

I. Employees shall be permitted to commence their vacation in conjunction with their leave days, provided that not more than six (6) leave days may be used in a ten (10) day vacation request and not more than nine (9) days scheduled in a fifteen (15) day vacation request.

ARTICLE X
SICK LEAVE

10.1: Sick Leave. Employees covered by this Agreement shall accrue one work day with pay as sick leave for each completed month of service.

A. Sick Leave Payoff. For payment purposes, unused sick leave may be accumulated up to a maximum of one hundred and twenty (120) days. Sick days beyond the 120 which may be accumulated may be converted to vacation days at the rate of one vacation day per two sick days. For use as sick time, there shall be unlimited accumulation. There shall be no pay whatsoever for these excess days.

- B. Employees absent from work on legal holidays during sick leave, vacation, or disability arising from injuries sustained in the course of their employment, or on special leave of absence as though they were employed with pay shall continue to accumulate sick leave at the regularly prescribed rate during such absence, subject, however, to the maximum limitation herein provided.
- C. An employee eligible for sick leave with pay may use such sick leave, upon approval of his Office head, for absence, subject, however, to the maximum limitation herein provided.
 - 1. Due to personal illness, dental care, or physical incapacity caused by factors over which the employee has no reasonable control;
 - 2. Due to exposure to contagious disease by which the health of others would be endangered by attendance at work. A physician's statement recommending absence from work shall be requested and submitted;
 - 3. Due to illness in immediate family who require the care of the employee for their well being (limited to two days per instance unless additional time is specifically approved by the Sheriff);
 - 4. Due to lost time not covered by compensation if employee is injured on the job.
- D. A physician's certificate of the employee's inability to work, or inability to return to work, may be required:
 - 1. If it is necessary to be absent on sick leave.
 - 2. When an employee is ready to return to work following a prolonged absence.
 - 3. For any sick leave requests in excess of three (3) consecutive days, the Sheriff may designate a physician to examine the sick or injured member and submit directly to the Sheriff at no expense to the employee.
- E. When an employee finds it necessary to be absent for any reasons, he shall cause the facts to be reported to his Office as soon as possible, such report must be made before the hour to report for work. Failure to do so may be cause for denial of sick leave with pay for the period of absence.
- F. Absence for a fraction or part of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one (1) hour.
- G. Sick leave is provided for protection against loss of income in event of unavoidable absence resulting from illness, injury, or death in the family. Use of sick leave for personal business is not allowed and its use as such may be cause for disciplinary action.
- H. Sick leave will not be charged for absence caused by accident or illness whereby Workers Compensation Insurance payments are received by the employee.
- I. Visits to the employees' homes are unwarranted intrusions into the employee's privacy and are not permissible.

J. Payment will be made for 50% of unused sick leave upon either death or retirement, or upon termination after five (5) years for any reason.

10.2: Sick Leave Incentive. Employees who do not use sick leave for a six-month period and every six-month period thereafter shall receive an additional one day to be added to their vacation or compensatory time. The six-month period shall be defined as a rolling period of time (e.g., January – June, March – August, May – October, etc).

ARTICLE XI LEAVES

11.1: Funeral Leave. Due to death in immediate family (limited to five days per instance unless additional time is specifically approved by the Sheriff). The first three (3) days are not chargeable to sick days. In the event the death or funeral occurs over 200 miles from the Washtenaw County Building, the two (2) additional leave days not chargeable to sick days shall be granted.

- A. The term "immediate family" as used in this section shall mean spouse, children, brothers, sisters, parents, grandparents, spouse's grandparent, mother-in-law, father-in-law, or legal dependents.
- B. Employees who have been asked to act as pallbearers may take sick leave to perform this service. Such use of sick leave is not to exceed one day.
- C. When an employee requires funeral leave for an individual other than the immediate family as defined above, the employer agrees to make reasonable efforts to grant employees' requests for this type of funeral leave, as long as such requests do not exceed 6 employees per each of the two operating divisions per day, and the leave is not to exceed two days. The employee may designate no more that two persons per year for this type of funeral leave. The Sheriff will review and grant requests for an extension of this two-day limit as reasonably necessary. The employee will have the amount of this type of funeral leave utilized deducted from sick, compensatory or vacation time banks.

11.2: Absence Without Leave. An employee who is absent from duty shall report the reason therefore to his supervisor prior to the date of absence when possible. All unauthorized and unreported absences shall be considered absence without leave and deduction of pay shall be made for the period of absence.

11.3: Call Back. If an employee is called back to work, he shall be compensated for a minimum of two (2) hours overtime, unless such call back shall extend past two hours in which case he shall be paid overtime for the exact hours or portion thereof worked.

11.4: Personal Leave Day

- A. During each calendar year, Bargaining Unit Members shall have (5) personal leave days available, with two (2) days to be deducted from an employee's sick leave bank and two (2) days to be deducted from an employee's accrued compensatory time bank upon employee request. The use of the sick leave will not count against an employee for sick leave use, or the incentive program.
- B. Employees with forty-eight (48) hours notice can take a personal leave day. Personal leave cannot be denied except for contractual holidays, or if another employee on the same shift, within the same location bid area, is off on a personal leave day. Personal leave days are non-cumulative.
- C. An employee may not take more than two (2) personal days in a one month period.

11.5: Leave Days Defined. A leave day shall be defined as the time between the end of an employee's forty (40) hour workweek and the start of his/her next forty (40) hour workweek. No employee shall be forced to work on his or her leave days unless agreed upon by the employee or the Sheriff declares an emergency. This does not include court time or extension of shifts due to work the employee may be performing at the time his/her leave day begins.

ARTICLE XII
SHIFT DIFFERENTIAL

12.1: Shift Differential. shift differential shall be \$.45 (45 cents) per hour for all hours worked between 6:00 p.m. and 6:00 a.m.

ARTICLE XIII
INSURANCE

13.1: Washtenaw County Health Care Benefits. Employees can select their major fringe benefits from a "menu" of options based on his/her personal and family needs. Core benefits of this program include medical, dental, life insurance and long-term disability insurance. Employees must select an option in all of these benefits categories.

A. Active Employee Health Care

The Employer shall adopt the hard-cap option in accordance with PA 152. Employees shall contribute \$75/month in medical premium sharing.

CORE PLAN: PPO7 w/ \$75/month premium sharing

Buy up optional Plans: PPO1; PPO2 (Employee would pay difference between PPO7 and optional plan; in addition to \$75/month premium sharing; to be determined annually at Open Enrollment)

All Plans:

- \$20 OV
- \$20 Chiropractic OV (24 visits/year)
Rx \$7/35/70; with language to address Employees taking current prescriptions at \$30 rate would be grandfathered so that those Rx are still available under prescription coverage and w/o step therapy; 2 co-pay for 90 days mail order.
- Emergency Room \$250 Co-pay: the co-pay would be waived if a true emergency exists and/or injury sustained by an external force

In the event that an employee waives active health care benefits, he/she shall not be subject to \$75/month premium sharing, and will not receive any further waiver compensation for health care benefits.

B. Dental

- i. **Delta Dental or equivalent coverage - \$750 annual maximum (current County Dental Plan) with 50% coverage on most procedures.**
- ii. \$1,000 annual maximum with 80% maximum coverage on most procedures.

C. Life Insurance

- i. One (1) times salary up to \$50,000.
- ii. Two (2) times salary up to \$100,000.
- iii. Three (3) times salary up to \$150,000.

D. Long-Term Disability

- i. 50% of salary after 180-day eligibility period - \$2,500 monthly maximum.
- ii. 50% of salary after 90-day eligibility period - \$2,500 monthly maximum.
- iii. 60% of salary after 90-day eligibility period - \$3,500 monthly maximum.
- iv. 66% of salary after 90-day eligibility period - \$3,500 monthly maximum.

E. Vision Care Plan (VSP) - Optional - 100% paid by the employee

Fixed reimbursements for frames, lenses and examinations every 24 months.

F. Reimbursement Accounts - Optional - 100% paid by the employee

These optional accounts permit an employee to reduce taxable income by depositing his/her wages into either or both accounts before it is taxed. Because of its tax advantage status, employees who open these accounts are required to spend them completely within the calendar year for which they are chosen. Any unexpended funds would default back to the County.

- i. Health Care (HCRA) - the maximum HCRA per year is \$2,500 deducted in biweekly installments.
- ii. Dependent Care Reimbursement Account (DCRA) - the maximum DCRA per year is \$5,000 deducted in biweekly installments.

ARTICLE XIV
SUCCESSOR CLAUSE

14.1: The parties agree that the employees covered hereby should have reasonable assurance of continuity of employment which is not subject to termination solely because of a change in the incumbent of the Sheriff's Office. Therefore, to the extent that it is not contrary to, or does not infringe upon, the statutory rights of the Sheriff, the parties agree that political considerations shall not be a factor in the termination of employment of any employee covered hereby.

ARTICLE XV
SENIORITY

15.1: Representation of Employee. The Union shall represent all permanent and probationary employees in rank for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, except for probationers who will not be covered for discharge and discipline.

15.2: Seniority and Seniority Lists:

- A. Seniority shall be identified as the date the employee enters the POAM bargaining unit.

- B. In the event an employee transfers to a position outside the POAM bargaining unit in the Sheriff's Office, and then re-enters the POAM bargaining unit, the employee shall return with the seniority accumulated as a POAM member.
- C. The seniority list will show the names, job classification, division, and length of service with the Sheriff's Office,
- D. The Employer will keep the seniority list up to date at all times and will provide to the Union upon request.
- E. When multiple new hires occur, this can result in confusion at numerous times during the year (e.g., shift bid, vacation/compensatory time bid), in the event the layoff process is activated, as well as during opportunities for transfer and promotion.

Therefore, in an effort to limit any confusion and/or difficulty when applying seniority, each of the new hires on a particular date shall be provided with a different seniority date that is determined according to the following criteria.

1. Application date.
2. Conditional offer date.

15.3: Loss of Seniority. An Employee shall lose his seniority for the following reasons only:

- A. The employee separates from employment with the Sheriff's Office.
- B. The employee is discharged and the discharge is not reversed through the procedure set forth as in this Agreement.
- C. The employee is absent for five (5) consecutive working days without notifying the Employer. After such absence, the employer will send written notification to the employee at the last known address that he/she has been terminated. Exceptions may be made with the agreement of the Employer and the union. If the disposition made of any such case is not satisfactory to the Employee, the matter may be referred to the grievance procedure.
- D. If the employee does not return to work when recalled from lay off as set forth in the recall procedure. Exceptions may be made with the agreement of the Employer and the union.
- E. Failure to return from sick leave and leaves of absence will be treated the same as (C) above.
- F. The employee retires.

15.4: Transfers Outside the Sheriff's Office: If an Employee transfers to a position with the County which is not included within the Sheriff's Office and thereafter returns to a position within the Sheriff's Office within one year, shall receive their accrued bargaining unit seniority minus the time they were outside the bargaining unit. After one year outside the Sheriff's Office they shall be considered a new employee..

15.5: Transfers Outside the Bargaining Unit within the Sheriff's Office: If an Employee transfers to a position within the Sheriff's Office and outside the bargaining unit and thereafter returns to a position within the bargaining unit, shall receive their accrued bargaining unit seniority minus the time they were outside the bargaining unit.

15.6: Seniority of President. Notwithstanding their position on the seniority list, the association President, in the event of a layoff of any type, shall be continued at work as long as there is a job in the Sheriff's Office which he/she can perform and shall be recalled to work in the event of a layoff on the first open job in Sheriff's Office which they can perform. The president shall be a regular employee and shall have completed the probationary period in his/her current position.

15.7: Layoffs.

- A. Regular Employees: The Employer may layoff a regular Employee when deemed necessary, by reason of shortage of work or funds, the abolition of the position, material change in the organization of the Sheriff's Office, or for other related reasons which are outside the Employee's control and which do not reflect discredit upon the services of the employee. The duties performed by an Employee laid off may be reassigned within reason to other Employees already working who hold positions in appropriate classes.
- B. Order of Layoff: Layoff of Employees shall be made first by inverse order of their seniority within a position classification within a division.
- C. Bump-Down Rights: A bargaining unit member who receives a layoff notice shall be provided with a list of lower job classifications within the bargaining unit, for which they may bump downward, by seniority into, providing that they are able to meet the minimum qualifications for the position they are bumping into.
- D. Requests for consideration for higher job classification: A bargaining unit member who receives notice of layoff may make written request to the Sheriff for consideration for any open position within the Sheriff's Office, provided that they qualify for the position and successfully complete the selection process for the position applied for. Current employees shall receive preference above applicants from outside the agency.
- E. Notice of Layoff: The Sheriff shall give written notice to the Director of Personnel and to the Employees and Union on any proposed layoff. Such notice shall state the reasons therefore and shall be submitted at least two (2) weeks before the effective date thereof.

15.8: Recall Procedure. When the working force is increased after a layoff, Employees will be recalled in inverse order of layoff. Notice of recall shall be sent to the Employees at the last known address of registered mail or certified mail. If an Employee fails to report for work within ten (10) days from date of mailing of notice of recall, he shall be considered to have quit.

ARTICLE XVI
TRANSFERS, VOLUNTARY DEMOTIONS AND PROMOTIONS

16.1: TRANSFERS: defined as movement from one position within the bargaining unit to another position which is at the same pay grade.

A bargaining unit member may make written request to the Sheriff for consideration for the next available open position within the Sheriff's Office, provided that they qualify for the position and successfully complete the selection process for the position applied for. Current employees shall receive preference above applicants from outside the agency. For purposes of preference, those employees that are at age 50 years or older, shall receive the highest level of preference for transfers.

16.2: VOLUNTARY DEMOTIONS: defined as movement from one position within the bargaining unit to another position at a lower pay grade.

A bargaining unit member may make written request to the Sheriff for consideration for the next available open position within the Sheriff's Office, provided that they qualify for the position and successfully complete the selection process for the position applied for. Current employees shall receive preference above applicants from outside the agency. For purposes of preference, those employees that are at age 50 years or older, shall receive the highest level of preference for transfers. Demotions under this article shall be considered voluntary and thus the employee shall receive the rate of pay associated with the new position.

16.3: PROMOTIONS: defined as movement to a higher paid position grade within the Sheriff's Office..

A. Within the Bargaining Unit: A bargaining unit member may make written request to the Sheriff for consideration of promotion within the Sheriff's Office, provided that they qualify for the position and successfully complete the selection process for the position applied for. Current employees shall receive preference above applicants from outside the agency.

B. The minimum service requirements for promotional consideration:

Classification Change	Requirements
All Bargaining Unit Positions	Successful completion of probation prior to promotion
Detective / Deputy Investigator	Three years continuous service in the Police Services Division.
Sergeant	Three years continuous service in the Division where the promotion is to occur.

An employee may test for promotion if they will meet the minimum promotional requirements within the life of the eligibility list [see 16.4(E) below]. An individual cannot be considered for actual promotion, however, until the minimum service requirement is satisfied.

C. The promotional process will include the following components:

Sergeant or Detective		Deputy Sheriff	
a. Written Test . . .	47.5%	a. Written Test . . .	44%
b. Oral board . . .	47.5%	b. Oral board . . .	44%
c. Seniority*	5.0%	c. Certification . . .	02%
		d. Seniority*	10%
	100.0%		100.0%

* Seniority will be determined as follows:

Sergeant or Detective: 0.083 point per completed month of full time service, up to five (5) percentage points.

Deputy Sheriff: 0.166 point per completed month of full time service, up to ten (10) percentage points.

D. Assessment Center. An assessment center selection process may be used in addition to the written test, oral board and seniority. The Employer will test not

less than the top three (3), candidates, as determined by written test, oral board and seniority. The Union will be given notification of the change in a reasonable period of time. The Union may challenge the change if the Union has just cause to believe the change will result in an arbitrary or capricious selection process. The Union and employer agree to expedite any arbitration in order to facilitate the selection process. The Sheriff will choose for promotion from those "qualified" or "highly qualified", except the Sheriff may bypass for cause as defined in section 16.4(G). Employees rated other than "highly qualified" or "qualified" will not be selected.

16.4: For All Promotions

- A. Administrative Review for Promotional Potential: The Sheriff shall take such measures as he feels necessary to evaluate the promotional potential of candidates and reorder the numerical list of candidates formed through the cumulative scores of components (a)-(d) above. Such evaluation will be neither arbitrary nor capricious, and adjustments of the list will be based on just cause.
- B. The maximum number of candidates to be given an Oral board will be twenty-one (21) per test cycle. Selections for oral boards will be based upon the twenty-one (21) highest written test scores.
- C. Should a challenge arise as a result of an adjustment being made in the list based on Section 16.4(A) above (Administrative Review), the Union and the Sheriff agree to seek an expedited arbitration settlement.
- D. Once an eligibility list is established pursuant to Section 16.4(A), all promotions will be in numerical order beginning with top position, except as noted in 16.4(G).
- E. Testing will be conducted on an "as needed" basis, i.e., when positions are actually available or can be reasonably anticipated within the foreseeable future (90-120 days). The decision of when to test will be made by the employer, except that, for promotion from corrections officer to deputy, a testing will be held in March of each year. Once a testing has been conducted, the resulting eligibility list will remain in effect as follows: (a) for promotion from corrections to Police Services the list will remain in effect until there are no candidates remaining on the list who have scored a minimum of 70% on the written test and a minimum of 70% on the oral board, or the list is superseded by a list from the most recent testing; (b) for promotion to sergeant, the list will remain in effect for 18 months from the day of the last oral board or until the individuals on the list have been either promoted, found to be "not yet qualified" by an assessment center or bypassed for cause.
- F. When a position becomes vacant, the Sheriff agrees to promote an individual to that position within ninety (90) days. This section will not be interpreted to mean, however, that the Sheriff relinquishes his right to hold positions vacant or eliminate positions based upon budgetary or other management or operational needs, as further defined in Article XXIX of this agreement.
- G. Once an eligibility list is established pursuant to Section 16.4(A), all promotions will be in numerical order, except that the Sheriff reserves the right to withhold promotion and bypass individuals for just cause, such cause including but not limited to a serious violation, or repeated violations, of policy and procedure/rules and regulations, decline in the quality of work performance, or have not met the minimum service requirements for the promotion. The employee bypassed will be informed of the reasons for this action.

16.5: In the event an employee is promoted, transferred or voluntarily demoted as outlined in Article XVI, from one classification to another classification within the bargaining unit, and that employee is unable to satisfactorily perform the duties of the new classification within the probationary period, or wishes to rescind the promotion for just causes, the employee shall be returned to their previous classification without any loss of seniority within that classification. The employee shall assume the rate of pay of their former classification.

ARTICLE XVII
GRIEVANCE PROCEDURE

17.1: Purpose. The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances. Grievances within the meaning of this procedure shall consist of all disputes about interpretations of particular clauses of this agreement, and about alleged violations of this Agreement.

17.2: Informal Resolution. The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision.

17.3: Timely Action. Immediate supervisors, commanding officer, and reviewing officers shall consider promptly all grievances presented to them and, within the scope of their authority, take such timely action as is required. Employees must file a grievance within fifteen (15) days of when the employee should have reasonably known of the alleged violation. Each side will advance the grievance in a timely fashion. Should either side decide that the time limits need to be followed as exactly written, one side shall notify the other to advance the grievance exactly according to the time limits as written.

17.4: Grievances shall be processed according to the following procedures:

Step 1. An Employee who has a grievance may discuss his complaint with his immediate supervisor, with or without the presence of his Steward. The parties shall discuss the complaint in a fair manner and shall make every effort to reach a satisfactory settlement at this point. The supervisor shall make arrangements for the Employee to be off his job for a reasonable period of time in order to discuss the complaint with his Steward.

Step 2. If the Employee does not desire to discuss the complaint with his immediate supervisor or if the matter is not satisfactorily settled by such a discussion, the aggrieved Employee shall submit a signed and dated grievance to the First Lieutenants level or the immediate supervisor if the First Lieutenant is not available. Such report shall be in writing and shall set forth the nature of the grievance, the date of the matter complained of, the names of the Employee or Employees involved and the circumstances surrounding the grievance. The Steward shall then meet with the first Lieutenant in an attempt to resolve the grievance. The discussion shall take place within 10 calendar days of the receipt of the grievance by the Employer and a decision in writing must be rendered by the First Lieutenant within 3 working days after discussion with a copy of said decision going to the Employee and President. If the First Lieutenant is unable to meet within this time period, the grievance shall automatically move to Step 2A.

Step 2a. If the grievance is not satisfactorily settled at the 1st Lieutenant, the steward shall appeal to the Division Commander. This meeting shall be held as soon as mutually agreeable time can be arranged. A written decision shall be reduced by the division commander within ten (10) calendar days of the meeting.

Step 3. If the grievance is not satisfactorily settled as a result of this meeting the Steward shall appeal such grievance to the Undersheriff. A meeting shall be had with the

Undersheriff, the Steward receiving the original grievance and the aggrieved member and as soon as a mutually agreeable time can be arranged or no later than (10) calendar days and a written decision shall be rendered by the Undersheriff within five (5) days of the meeting.

Step 4. If the grievance is not satisfactorily settled as a result of this meeting, the Steward shall appeal such grievance to the Sheriff. A meeting shall be had with the Sheriff, the Steward receiving the original grievance and the aggrieved member within seventy-two hours and a written decision shall be rendered by the Sheriff within five (5) working days of the meeting.

Step 5. If an answer of the Sheriff is unsatisfactory to both the Union and the Employee, the grievance may be submitted to a mutually agreeable arbitrator. Such demand for arbitration must be submitted by the Union within thirty (30) days of the completion of step 4. If the parties are unable to agree as to an arbitrator within thirty (30) days, the services of the American Arbitration Association shall be used in making a selection. The decision of the arbitrator shall be binding on both parties.

17.5: Arbitrator. If a grievance is submitted to an arbitrator, the County and the Union shall each pay one-half of the arbitrator's fee.

17.6: Power of Arbitrator. An arbitrator shall have no power to add to, or to subtract from, or modify any of the terms of this agreement, nor shall he substitute his discretion for that of the Employer or the Union where such discretion has been retained by the Employer of the Union, nor shall he exercise any responsibility or function of the Employer or the Union.

17.7: Time Limitations. All appeals under this Section must be made in writing within five (5) working days after the decision has been made and communicated to the Employee. If no appeal is taken within the time limit, the Employee and/or the Union shall be deemed to have accepted the decision. Conversely, if an answer in writing is not presented to the Union representative, where required, within the prescribed time limit, then the matter shall be deemed to be settled in the Union's favor. Time limits may be waived if mutually agreed to in writing.

17.8: Grievance Form. The Union shall furnish grievance forms. This form shall be used in filing a grievance. One copy of the form shall be the property of Employee filing the grievance.

17.9: Individual Grievance. Notwithstanding any other provisions herein, individual Employees may present their own grievances to the Employer and have them adjusted without the intervention of the Steward or Union officers; provided, however, that the Employer has given to the Steward or Union officers notice of the grievance. In no event shall any such adjustment be contrary to or inconsistent with the terms of any agreement between the Employer and the Union.

17.10: Discipline involving any loss of time or pay will be advanced directly to the Undersheriff's step within 10 calendar days.

ARTICLE XVIII DISCHARGE AND DISCIPLINE

18.1: Notice of Charges. Prior to any discipline or discharge of bargaining unit members the employee will be provided a written notice of charges, which shall contain the specific sections of rules and regulations and/or appropriate law or ordinance which the member is alleged to have violated. The notice of charges will be served on the employee at least ten (10) business days prior to any disciplinary action being taken. The employee shall sign a copy of the notice of charges with the understanding that said signing does not necessarily constitute acceptance thereof.

- A. Hearing in front of the Sheriff. A member may request a hearing in front of the Sheriff or his designated representative (not more than two persons) after receiving a written notice of charges.
- 1). The hearing must be requested by the employee in writing, within five (5) business days of receiving the notice of charges.
 - 2). The hearing will be scheduled no sooner than five (5) business days from date of request for the hearing and no later than ten (10) business days from the date of the request for hearing. These time periods may be waived if acceptable to the employee and employer.
 - 3). After being served with a notice of charges, no member shall be required to make any statements concerning the alleged offense prior to the hearing.
- 18.2: Pre-determination Hearing. Before any disciplinary action is taken against a member, he shall be given an opportunity to state his position and offer any evidence immediately available to the superior officer who is rendering such discipline.
- 18.3: Notice of Discharge or Discipline. Notice shall be given to the Union by the Employer of any discipline or discharge within forty-eight (48) hours following the invocation of such discipline or discharge. The notice will normally be delivered to the steward or alternate. If either the steward or an alternate is not available, an electronic transmission of the notice of discipline will be sent to Union headquarters.
- A. Charges and Specifications. The charges resulting in such discipline or discharge shall be reduced to writing within forty-eight (48) hours by the commanding officer recommending the action to the Sheriff. The Union will receive notice of the final disposition of any disciplinary action. The employee shall sign a copy of the notice of discipline with the understanding that said signing does not necessarily constitute acceptance thereof.
- 1). Specific Sections. Such notice of discipline shall cite the specific sections of rules and regulations and/or appropriate law or ordinance which the member is alleged to have violated.
- 18.4: Representation. At all stages of a Office policy violation investigation, or the disciplinary procedure, a member, against whom charges have been made, may be represented by a steward, union officer, or attorney.
- 18.5: Past Infractions. In imposing any discipline on a current charge, the Employer will not base his decision upon any infractions of County or Officeal rules or regulations which occurred more than two (2) years previously, unless directly related to the current charge.
- 18.6: Verbal Reprimand. Verbal reprimands are the lowest level of discipline, and may be documented in writing in the employee's personnel file. Verbal reprimands shall be exempt from the grievance process.
- 18.7: Continuation of Benefits. If a member is suspended for disciplinary action, he shall not receive pay; however, he shall receive all other County benefits.
- 18.8: Relieved of Duty. In the event a member is relieved of duty, he may be taken off the payroll and shall turn in his Officeal equipment. Relieved of duty shall be used by the Office for awaiting criminal trial implementation and decision. In the event a member is exonerated of the charges

causing the relieved of duty, he shall be reinstated to prior position and compensated for all back wages and benefits lost due to the relieved of duty. Except when there is a criminal prosecution authorized by a prosecutor or city attorney, relieved of duty shall not last more than thirty (30) days.

18:9: Reassignment. The Office may, at its discretion, reassign a member instead of taking one of the actions described above until the investigation is complete. Such reassignment shall be without prejudice.

18:10: Rights. Each member shall be guaranteed the following rights but this section shall not be construed as a section of limitation:

A. Any member who is accused of violating any criminal law, City, State, or Federal shall be entitled to his full rights under the State and Federal constitutions without being disciplined for exercising such rights unless specifically accepted in this Agreement.

B. After a member is ordered to make any written statement in response to any alleged misconduct or possible misconduct on his part, he shall have a reasonable amount of time from the time of the order in which to comply.

1. Any member who is ordered to make a written or verbal statement, or answer questions pursuant to an internal investigation, shall comply subject to the receipt of Garrity warning.

C. An association officer, counsel or both shall have the right to be present at all disciplinary hearings at the request of the member and shall further have the right to be present during all administrative and investigatory proceedings when the investigated officer must be present.

D. A member shall have the right to have counsel present at any disciplinary proceeding where testimony is given, to have counsel cross-examine all witnesses against the member.

E. No member shall be prohibited from engaging in political activity, either partisan or non-partisan, except when actually on duty, or while in uniform or while acting in an official capacity as a police officer, except as where allowed by law.

F. If an employee's disciplinary penalty is simply modified or lessened to the extent that he has a claim for partial back wages during a period of suspension as the result of the modification or the lessening of the penalty, claims for back wages shall be limited to the amount of base wages that the employee otherwise would have earned.

18:11: Special Inactivation. If any member while in the line of duty lawfully kills another person, or wounds another person with a firearm, or is present as an actual eyewitness of the killing of another person, or is present as an actual eyewitness to the murder or the attempted murder of a fellow employee where that employee is seriously wounded, they will subsequently be placed on Special Inactivation receiving full pay and benefits for a period of four (4) days except during periods of emergency.

A. During the four (4) days, the employee will make him/herself available for investigative purposes. The employee shall not, however, be required to cancel pre-existing appointments with doctors or psychologists, except that such unavailability will not last more than three (3) hours.

- B. Before returning to active duty, the employee may be required to be interviewed by a psychologist or psychiatrist of the Office's choosing who, at no expense to the employee, will assess the employee's fitness for duty.

ARTICLE XIX
LIMITATIONS OF AUTHORITY AND LIABILITY

19.1: No employee, union member or agent or the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment of any kind whatsoever.

19.2: The authority of the Union stewards shall be limited to acts or functions which said stewards are expressly authorized to perform by this Agreement and by the Executive Board of the Union.

19.3: The Employer and the Sheriff agree that they will allow the proper accredited representative of the Local Union access to the administrative offices of the Sheriff's Office at any reasonable time for the purpose of policing the terms and conditions of this Agreement.

19.4: The Union shall have the right upon reasonable notice to examine time sheets at the Sheriff's office and any other records pertaining to the computation of compensation of any employee whose pay is in dispute, or any other records of the Sheriff's Office pertaining to a specific grievance.

19.5: It is the intent of the parties of this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise between them concerning the terms of this Agreement. Recognizing this fact, the Union agrees that during the life of this Agreement, neither the Union, its agents nor its members, will authorize, instigate, aid or engage in a work stoppage, slowdown or a strike against the County and/or the Sheriff. The County and Sheriff agree that during the same period there will be no lockout. Any individual employee or group of employees who willfully violate or disregard the arbitration and grievance procedure set forth in ARTICLE XVII of this Agreement may be summarily discharged by the Sheriff without liability on the part of the Sheriff or the Union.

ARTICLE XX
STEWARDS

20.1: The Employer recognizes the right of the Union to designate a President and six Executive Board Members and alternates from the seniority list of the Sheriff's Office. The Union agrees to supply the Employer the name of the President, Executive Board Members and alternates.

20.2: The authority of the President and Executive Board members and alternates so designated by the Union shall be limited to and shall not exceed the following duties:

- A. The investigation and presentation of grievances to the proper Command Officer in accordance with the provisions of the collective bargaining Agreement;
- B. The transmission of such messages and information which shall originate with, and are authorized by, the Police Officers Association of Michigan, or its officers, provided such messages and information:
 - 1. have been reduced to writing, or,
 - 2. if not reduced, are of a routine nature and do not involve work stoppages, slow-downs, or any other interference with the work of the Sheriff's Office.

20.3: President and Executive Board Members and alternates have no authority to take any action interrupting the efficient operation of the Sheriff's Office except as authorized by official action of the Police Officers Association of Michigan.

20.4: The sheriff recognizes the limitations upon the authority of President and Executive Board Members and their alternates, and shall not hold the Union liable for any unauthorized acts. The Sheriff, in so recognizing such limitations, shall have the authority to impose proper discipline up to an including discharge, in the event the steward has taken action, slow-down, or work stoppage in violation of law or of this Agreement. President and Executive Board Members shall be permitted reasonable time to investigate, present and process grievances on the premises of the Sheriff's Office without loss of time or pay during his regular working hours. Such time spent in handling grievances during the Sheriff's regular working hours shall be considered working hours in computing overtime if within the regular schedule of the President and Executive Board Members.

ARTICLE XXI
ABSENCE

21.1: Any employee desiring a leave of absence from his employment shall secure written permission from the Sheriff or Undersheriff. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for extension must be secured from the Sheriff or Undersheriff. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

21.2: The Employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to employees (not to exceed 2) designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided 48 hours written notice is given to the Sheriff or Undersheriff by the Union specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration shall be given to the members affected in order that there shall be no disruption of the Sheriff's operation due to lack of available employees.

21.3: The Employer agrees that a member may have a year's leave of absence without pay or benefits but without loss of seniority to attend union business.

21.4: Maternity Leave. Employees who become disabled due to pregnancy shall be entitled to use the benefits of the sick leave procedure to the following:

- A. The Employer shall be notified as soon as possible after such medical confirmation or pregnancy is received; such notice shall include estimated date of delivery.
- B. An Employee will not be allowed to return to work after delivery until she has supplied the Employer with a statement from her physician that she is physically or medically able to return to her duties as a Washtenaw County Employees.
- C. Pregnancy sick leave may commence at any time after the Employee's physician has confirmed the pregnancy. An Employee may continue to work after pregnancy is confirmed so long as her condition, as determined by her physician, permits.
- D. When an Employee has exhausted all her accrued sick leave benefits and is physically unable to return to work, such Employee shall be entitled to a leave of absence without pay, not to exceed six (6) months.

- E. Upon return to work after a Maternity Leave the Employee will be reinstated to the position held immediately prior to the leave.

ARTICLE XXII
PENSION

22.1: There is one Pension Plan in effect. the Municipal Employees Retirement System (MERS) as defined by the MERS Pension System.

MERS BENEFITS

Effective 1/1/04 – Arbitration Award dated May 10, 2006

A. 2.75 multiplier

B. Final Average Compensation – 3 (FAC-3)

C. F-50 waiver.

D. Employees shall contribute an annual actuarially determined amount to MERS Plan.

Effective 1/1/15 Employee contribution to MERS at 8%

E. An employee who is injured and is unable to work, shall apply to MERS to receive a Disability Retirement and shall receive a retirement of seventy (70%) percent of final average compensation, less Worker's Compensation payments.

F. Employees retiring under the MERS plan shall receive full health coverage for the retiree, spouse and dependents. The employer shall pay the full cost of the MERS plan and health insurance.

G. The employees in the MERS Plan shall pay for the cost of the improvements set forth above as actuarially determined on an annual basis.

H. Retiree Healthcare:

1. For employees **hired prior to 1/1/15:**

Shall receive credit of 5% per year toward their retiree health care premium. In the event that such employee retires with 20+ years of service with Washtenaw County, he/she shall receive PPO2 for retiree health care with 0% co-pay for the health care premium.

In the event that an employee waives retiree health care benefits, he/she shall not be subject to \$75/month premium sharing, and will not receive any further waiver compensation for health care benefits.

2. For employees **hired 1/1/15 and thereafter:**

Shall receive active healthcare benefits as negotiated. However, the Employer shall establish a retiree health reimbursement account (HRA) with the following Employer pre-tax contributions for new hires:

- 0-10 years \$100/pay \$2,600 annually
- 11-15 years \$125/pay \$3,250 annually
- 16-20 years \$150/pay \$3,900 annually
- 21-25 years \$175/pay \$4,550 annually
- 26+ years \$200/pay \$5,200 annually

In the event an employee separated from County employment after 10 year of service, and prior to formal retirement, he/she would have access to 50% of the funds available in their HRA account. Such account would be split and the employees 50% would either be transferred to another qualified plan, or subject to IRS / federal regulations.

Upon normal retirement eligibility, and corresponding retirement, retiree would not receive any continuation of health care coverage, however, would have full access to his/her HRA account for eligible medical expenses as defined under IRS Section 213(d).

In the event an employee is declared to be duty disabled, as defined by MERS, prior to his/her normal retirement eligibility, he/she shall retire and receive equivalent to an active County health care benefits in retirement. He/she shall forfeit their HRA account balance to Washtenaw County as payment for such benefits.

Employees shall contribute 1% of bi-weekly wages intended to assist in the funding of retiree health care in the event of an active duty disability. These funds shall be deposited bi-weekly in his/her MERS account. In the event the employee retires from Washtenaw County, such funds will revert to the County and deposited in the VEBA Trust. In the event the employee does not retire from Washtenaw County, these funds continue to be the legal property of the employee and will not be reimbursed to the County.

In the event of a non-duty disability retirement, as defined by MERS, he/she would have immediate access to his/her HRA account, as well as receive the employee's VEBA contribution.

22.2: Past Law Enforcement Service. An employee may receive additional service credit by purchasing up to six years of past police, correction and/or communications service prior to employment for the Washtenaw County Sheriff's Office. The employee shall be responsible for the full cost of such purchase.

22.3: In the event members of the Command Officers Association receive a pension benefit greater than that in effect as of December 31, 1994, this benefit shall be granted to members of the POAM bargaining unit.

22.4: Pension Public Service Buy-Back. Members of the Washtenaw County Employees Retirement System (WCERS) will be allowed the opportunity to purchase prior public service time consistent with the ordinance amendment approved by the Washtenaw County Board of Commissioners on October 8, 1997, and adopted by the WCERS Board on October 22, 1997.

22.5 Retiree Healthcare Contributions (VEBA):

1/1/2010	Employees shall contribute .5% toward retiree healthcare
1/1/2011	Employees shall contribute 1% toward retiree healthcare

Employee contributions for VEBA / Retiree Healthcare are held in a trust separate from the official VEBA trust for retiree healthcare use ONLY. At such time the employee retires, his/her contributions and interest shall be officially deposited in the VEBA trust. In the event the employee separates from County employment prior to being retirement eligible, all contributions made to this fund shall be reimbursed to the employee.

ARTICLE XXIII
CONTINUING BENEFITS OR DEDUCTIONS

23.1: All deductions allowed by the Employer prior to this agreement shall continue unless canceled by the employee; such as, Group Car Insurance, Credit Union, etc.

ARTICLE XXIV
BONDS AND LIABILITY INSURANCE

24.1: Bonds. Should the Employer require any Employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer.

The primary obligation to procure the bond shall be on the Employer. If the Employer cannot arrange for a bond within ninety (90) days, he must so notify the Employee in writing. Failure to so notify shall relieve the Employee of the bonding requirement. If proper notice is given, the Employee shall be allowed thirty (30) days from the date of such notice to make his own bonding arrangements; standard premiums only on said bond to be paid by the Employer for bonds applicable to all other of its Employees similar classifications.

If there is any excess premium to be paid, it shall be paid by the Employee. Cancellation of a bond after once issued shall not be cause for discharge unless the bond is canceled for cause which occurs during working hours, or due to the Employee having given fraudulent statement in obtaining said bond.

24.2: The County shall provide to all bargaining unit members, law enforcement officer professional liability insurance with minimum limits of \$1,000,000 per occurrence, subject to the terms and conditions of the policy.

ARTICLE XXV
LOSS OR DAMAGE

25.1: Uniforms, equipment or personal items damaged in the line of duty will be replaced by the Office without charge against an officer's allowances provided the damaged equipment is turned into the Office and the Undersheriff determines the equipment is not usable due to the damage incurred and if the damage is clearly not the result of negligence on the officer's part. The Undersheriff's determination in this matter is final.

ARTICLE XXVI
EQUIPMENT, ACCIDENTS AND REPORTS

26.1: A. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be in violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified, in which case the employee may be subject to discipline up to and including discharge.

B. The employer shall not require a member of this bargaining unit to use, operate or carry any equipment that is in disrepair, that malfunctions, or is unsafe where such disrepair, malfunction, or unsafe status would impair or endanger.

26.2: Any employee involved in any accident shall immediately report said accident and any physical injury sustained to his Command officer. When required by his Employer, the employee, before starting

his next shift, shall make out an accident report, in writing, on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

26.3: Employees shall immediately, or at the end of their shift, report all defects of equipment. Such report shall be made on a suitable form furnished by the Employer and shall be made in multiple copies; one copy to be retained by the employee. No employee shall be required to take out equipment that has been determined by the garage mechanic as being in an unsafe operating condition.

26.4: Fleet Issues - Guideline Regarding Driving Vehicles in Excess of 85,000 Miles.

A. Procedural Guideline

1. The purpose of this directive is to provide a clear guideline on the issue of vehicle use and changeover. If circumstances and/or operational considerations change, as they often do in equipment distribution or use, we will change our practice accordingly.
2. Deputies will not be required to drive fully marked police patrol vehicles in excess of 85,000 miles, except in cases of emergency.

The operative word here is "required". Obviously, if a vehicle has in excess of 85,000 miles and deputies do not mind driving the vehicle, there is no problem as long as the vehicle is scheduled for timely changeover and is safe. This happens with regularity and may be appropriate for certain "take home" marked vehicles.

26.5: Any and all working conditions, equipment, policies or procedures that may be unsafe thus risking the safety or health of an employee or the general public, shall be reduced to a written report.

A Safety Committee comprised of two (2) members of the Police Officers Association of Michigan appointed by the President, two (2) members representing the Sheriff and a representative appointed by the County Board of Commissioners shall review all written reports of conditions, equipment, policy or procedures that may be unsafe thus risking the safety and/or health of the employee(s) or the general public. Any unresolved issues shall be resolved in accordance with the grievance procedure.

ARTICLE XXVII
WORKER'S COMPENSATION

27.1: The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury and sickness claims when such claims are due and owing. The Employer shall provide Worker's Compensation protection for all employees. An employee eligible for Worker's Compensation will receive in addition to his Worker's Compensation, an amount to be paid by the Employer sufficient to make up the difference between Worker's Compensation and his regular weekly income for a period not to exceed one (1) year. Employees must be allowed time to obtain regular medical treatment as requested/required by the treating medical staff or facility if said treatments occur during working hours for duty related injuries. Employees shall suffer no loss of wage or benefits.

ARTICLE XXVIII
MILITARY SERVICE

28.1: Reinstatement of Seniority Employees. Any Employee who enters into active service in the Armed Forces of the United States, upon termination of initial term to include involuntary extension of such service, shall be offered reemployment in his previous position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he will be offered such employment in line with his seniority as may be available which he is capable of doing at the current rate of pay for such work, provided he reports for work within ninety (90) days of the date of such discharge or ninety (90) days after hospitalization continuing after discharge.

28.2: Probationary Employees. A probationary Employee who enters the Armed Forces and meets the foregoing requirements, must complete his probationary period, upon completing it, will have seniority equal to the time he spent in the Armed Forces, plus the probationary period.

28.3: Leave of Absence for Veterans.

- A. Employees who are reinstated in accordance with the Universal Military Training act, as amended, and other applicable laws and regulations, may be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable Federal laws in effect on the date of this Agreement.
- B. Employees who are in some branch of the Armed Forces Reserve of the National Guard will be paid the difference between their reserve pay and their regular pay with the County when they are on full time active duty in the Reserve and National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the normal limit, except the Employer may extend this limit in proper cases.

28.4: Pay Supplement. In accordance with the LOU dated 8/27/08 regarding Military Supplemental Pay, upon receipt of **Leave & Earnings Statement** by the mobilized employee, the following supplement shall be implemented:

- 3. Provide no more than a 6-month annual cap for employees that are mobilized, which shall begin after the employee has been deployed for a period of 3-months.
- 4. Continue health care benefits for the mobilized employee and his/her family. In the event additional coverage is selected by the employee during Flexible Benefits Open Enrollment above the CORE benefit credits provided, such costs shall be the responsibility of the employee upon return to active employment.
- 5. During the 1st 3-months, the mobilized employee may choose to use his/her accumulated vacation, sick and/or compensatory time to supplement his/her military pay.

ARTICLE XXIX
MANAGEMENT RIGHTS AND RESPONSIBILITIES

29.1: Operation. The Union recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.

29.2: Overtime. The Employer has the right to schedule overtime work as required in a manner most advantageous to the Office and consistent with the requirements of municipal employment and the public safety.

29.3: Work Schedule. The Employer shall have the right to determine reasonable schedules to working hours and days including the assignment of leave days and to establish the methods and processes by which such work is performed.

29.4: Discipline and Discharge. The Employer reserves the right to discipline and discharge for just cause.

29.5: Retention of Right. The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the provisions of this Agreement, including by way of illustration but not limitation, the determination of policies, operations, assignments, schedules, layoffs, for the orderly and efficient operation of the County. The Union recognized the Sheriff's statutory rights.

29.6: Contracts. The Union recognizes that the County and Sheriff have statutory rights and obligations in contracting for matters relating to municipal operations. The right of contracting or sub-contracting is vested in the County. The right to contract or sub-contract shall not be used for the purpose or intention of undermining the Union not to discriminate against any of its members that will result in layoffs.

29.7: Reclassification. The Employer reserves the right to reclassify existing positions based on assignment duties and responsibilities or makes changes in assigned duties and responsibilities; provided, however, no employee shall be assigned duties which are not customarily performed by persons in his respective job classification. It is agreed that such reclassification shall not be arbitrary or capricious.

29.8: The Sheriff shall establish a detective classification, assignments of which shall be made in accordance with Article XVI. The Sheriff shall have the right to determine the number of positions that shall exist in said detective classification. It is further understood that the Sheriff is in no way bound in making said determination by the composition of that which is commonly and currently known as "the Detective Bureau". It is understood that the Sheriff retains the right to assign employees to perform plain clothes investigate duties on a temporary basis as he shall deem appropriate or necessary.

29.9: If other sections expressly abridge this section, the other sections shall govern.

ARTICLE XXX
UNION RIGHTS

30.1: Discussion of Union Business. Members shall be permitted to discuss Union business with other members during their duty hours, provided such discussions shall not interfere with the performance of the member's duties.

30.2: Bulletins and Orders. A copy of any order, general order, rule, regulation or training bulletin shall be made available to the President for the Union.

30.3: Special Conference. Special conferences on important matters will be arranged between the Union and the Sheriff or the County of their designated representative upon the request of either party. Such meetings shall be between one or more representatives of the Employer and representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those matters included in the agenda, unless both parties agree to include other items. Conferences shall be held on a workday.

30.4: Equality of Treatment. It is agreed by the Employer and the Union that the County is obligated, legally and morally, to provide equality of opportunity, consideration and treatment of all members of the Union and to establish policies and regulation that will insure such equality of opportunity, consideration and treatment of all members employed by the Sheriff in all phases of the employment process. Established policies and regulations shall be followed equally by all personnel of the Sheriff's Office.

30.5: Sheriff's Office Personnel File. A member of the Union's Sheriff personnel file shall be kept under the direct control of the office of the Sheriff or Undersheriff.

- A. All personnel records, which include home addresses, phone numbers and pictures of members, shall be kept confidential and never released to any person other than officials of the Office, other law enforcement officers or upon written authorization of the member involved.
- B. A member shall have the right to inspect his official personnel record, wherever kept, twice a year or more often for good cause shown.
- C. Inspection shall be during regular business hours (Monday through Friday, 8:30 a.m. - 4:30 p.m.) of the respective repository and be conducted under supervision of the Office. Said member, or former employee, shall have the right to make duplicate copies of his own, at his own expense. No records, reports, investigations, evaluations or similar data belonging in the Personnel File, or Medical File, shall be hidden from a member's inspection, except as permitted by the Bullard-Plewicki Act.
- D. A member shall have the right to include his personnel record, and in any other file kept by the Office, a written refutation of any material he considers to be detrimental and to request its removal.
- E. Members may inspect their Personnel File upon retirement and thereafter.
- F. Reprimands issued shall be removed from the employee's file after two (2) years, if there are no additional disciplinary actions within the said two-year period, if so requested and approved by the Sheriff.
- G. All Sheriff personnel files must be kept and maintained in the confines of the Sheriff's Office so as to secure their privacy.

ARTICLE XXXI
GENERAL

31.1: Non-Discrimination. No persons employed by the County nor applicants for the County employment shall be discriminated against because of race, creed, color, sex, sexual preference, national origin, physical handicap, age, height, weight or marital status (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business). Active efforts shall be made to encourage applicants for the County employment in all Offices from all segments of the community, with special emphasis on under-represented or under-utilized minorities. The County shall

take steps to assure that employment assignments and promotions are given in an equal, non-discriminatory basis. Membership in the Union shall be open to every employee covered by this contract on a non-discriminatory basis.

31.3: Aid to Other Organizations. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

31.4: Provision of Legal Counsel. The Employer shall provide to the Employee, such legal assistance in conjunction with existing insurance coverage as shall be required or needed as a result of the acts occurring when and while said Employee is in the performance of his police duties and responsibilities. This shall apply only to civil suits and "post cost" criminal prosecutions. Unless there is a conflict of interest, the Corporation Counsel's office must be used.

31.5: County and Officeal Rules. The County or the Office may provide Personnel Rules for use in the County or in the Office. In any conflict between the County or Officeal rules and this Agreement, this Agreement shall take precedence. It is agreed that Union members shall be part of a committee to discuss and review prior to implementation of any new Office Personnel Rules.

31.6: Temporary Assignments. Temporary assignments for the purpose of filling vacancies in positions will be granted to a qualified employee for such job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy. The Sheriff shall determine when a vacancy exists and it shall not include filling in for members on routine vacations, sick or leave days. A qualified employee shall include all those who are eligible or will be eligible within six (6) months to take the promotional test for the position involved.

31.7: Computation of Back Wages. No claim for back wages shall exceed the amount of wages the Employee would otherwise have earned at the rate of the classification.

31.8: Bulletin Boards. The Employer will provide bulletin boards in the Sheriff's Office which may be used by the Union for posting notices, including, but not limited to, notice of the following types:

- A. Union Activities.
- B. Notice of elections.
- C. Notice of results of elections.
- D. Notices of meetings.
- E. Miscellaneous items placed on the board by Employees, such as "for sale" notices.
- F. Notices of recreational and social events.

31.9: Jury Duty. An Employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay.

31.10: Educational Allowance. Officeal personnel taking approved courses of instruction shall have their entire tuition paid by the Office upon successful completion of each course, provided that such courses shall have prior approval by the Sheriff for his designee.

The Employer shall post a list of schools and training courses which it makes available to Office personnel and will offer such schooling and training to a predetermined number of those employees of the bargaining unit who request in writing their desire to attend. Seniority shall be

considered in the selection of employees who attend such schooling, and training. The decision of the Employer in his selection shall not be arbitrary or capricious.

31.11: Salaried personnel shall not be required to fill in for personnel who may receive overtime except in cases of emergency.

31.12: The County agrees to cover all expenses incurred in the feeding and veterinarian care of canines assigned to the Office under the following conditions:

A. Canine Deputies will be paid a rate of \$8.00 per hour to provide feeding, care and training for their dog at home during off-duty hours. In order to reduce paperwork for both employee and the employer, it is agreed that assigned Canine Deputies will receive compensation for one (1) hour. This will be paid at the rate of fourteen (14) hours per pay period (14 hours x 26.1 pays = 365.4 hours per year).

B. It is understood and agreed, that the decision to utilize a canine rests exclusively with the employer. Use of the canine may be discontinued at any time. Overtime for feeding, care and training of the canine ceases upon notification to the Deputy that the services of the canine are no longer needed.

C. The employer may at their judgment, either initially purchase and retain ownership of the canine, or allow the Deputy to purchase and retain exclusive ownership of the canine.

D. **CANINE OWNED BY THE EMPLOYER**
The employer agrees to pay for, or reimburse the Deputy for all feeding, care or treatment of the canine owned by the employer, including veterinary bills. If the canine is injured, on or off duty, any expense relating to the treatment of the canine will be the responsibility of the employer.

E. **CANINE OWNED BY THE DEPUTY**
The employer is not responsible for the expenses resulting from the feeding, care or treatment of the canine owned by the Deputy, including veterinary bills. If the canine is injured, on duty, any expense relating to the treatment of the canine will be the responsibility of the employer (on duty includes all time working, training and in transport to and from work and training assignments). If the canine is injured off duty, any expense relating to the treatment of the canine will be the responsibility of the Deputy.

31.14: The Employer agrees that Reserve Deputies will not be used at any time to replace certified law enforcement officers or for the purpose of filling allocated positions or for the purpose of avoiding payment of overtime to certified officers. In situations where additional resources are desirable but overtime would not be authorized, or there are no personnel available on an overtime basis, Reserve Deputies may be utilized for the purpose of supplementing the regular workforce in situations requiring additional resources above and beyond the available and on-duty workforce. A ratio of MCOLES certified Sheriff personnel to Reserve Deputies shall be no greater than 1:3. The Reserve Deputies shall be within sight and sound of the certified Sheriff personnel for supervision purposes.

31.15: Two-Person Patrol Cars. The County agrees that insofar as manpower allows, during the hours of darkness, all Washtenaw County Sheriff "Marked Patrol" units shall be manned by two officers. In no instance shall any officer be required to ride alone during the hours of darkness as any form of discipline.

31.16: The Employer agrees to reimburse employees who are required to use their personal cars while on assignments at the current Internal Revenue Service (IRS) vehicle use rate. The County of Washtenaw Standardized Travel Regulations Policy shall remain in effect for the life of this contract and a copy of such policy shall be given to any employee upon demand.

31.17: The Union will produce and supply copies of this Agreement to all bargaining unit members.

31.18: Communications officers will be permitted two fifteen minute breaks during their eight-hour shifts. To facilitate the orderly operation of the Communications Section, it will be the responsibility of the unit supervisor, or in his/her absence the designated dispatcher, to coordinate when breaks are taken. The supervisor or dispatcher, as well as the Communications Operator, will use good judgment in the prudent exercise of this right, and will request or grant breaks only during those times when the operator can be absent without impairing the safe and effective operation of the Office.

31.21: Part-Time Employees. Part-time employees are not a full-time classification. They may only be used on a limited basis within the Sheriff's Office to supplement, not supplant full-time staffing. Such employees shall not be used to replace any full-time staff member or fill contractual overtime unless otherwise stated within this agreement. For the below classifications, "may" is discretionary, i.e., the employer may choose to use part time employees for the below classifications or not, but cannot expand their use beyond these classifications unless negotiated.

- a. Court Security: Part-time employees may be used in court security functions in the Circuit and District courts.
- b. Marine Safety: Seasonal employees may be used on a part-time basis in marine safety operations.
- c. Dispatch Operations: Part-time employees may only be used in Dispatch Operations to staff a single designated part-time call-taker work assignment, which operates at management discretion, with the below exceptions.
 1. Part-time employees will not be used to staff full-time employee work assignments or fill full-time employee work assignment overtime except in cases of emergency. An emergency shall be defined as an Act of God, which cannot be foreseen by the Employer or an emergency called by the Governor of the State of Michigan or a major disturbance or disaster within the County.
 2. However, part-time call-taker hours may be filled by full-time employees as follows:
 - i. Dispatch qualified full-time employees will be offered call-taker overtime first.
 - ii. In the event that no qualified full-time employee accepts overtime for a call-taker assignment, a Part-Time Call-Taker may be offered such hours inclusive of hours worked on holidays. For continuity of operations, once part-time employees are offered and accept such hours, they may not be bumped from the overtime hours by a full-time employee.
 3. Definitions Particular to Dispatch Operations:
 - i. Full-Time Call-Takers: Communications Operators, in accordance with Scheduled A of this agreement, assigned to call-taking duties.
 - ii. Part-Time Call-Takers: Part-time employees responsible for receiving 911 calls for service, entering information into a computer-aided dispatch system, answering routine business line calls made to the dispatch center, and maintaining required records and data base entries.

31.22: Take Home Vehicles. Take Home Vehicles will be provided to any bargaining unit member subject to being on call, provided however that they are assigned as a Detective working in the Detective Bureau or assigned to a Investigative Concept Teams (e.g.: Auto Theft, LАWNET, Major Crimes, Fugitive Team, etc.), Secondary Road Patrol Traffic Deputies, the Marine Safety Coordinator and Canine team members.

31.23: Polygraph Operator. The Office has the right to hire part-time employees or contract for service to perform polygraph operator related functions as long as these same part-time or contract individuals do not perform other bargaining unit work.

31.24: Corrections Division Transport. Inmates classified as level one (1) inmates shall be transported alone, in one transport vehicle at a ratio of two (2) Transport Deputies per one (1) inmate. Two (2) Transport Deputies in one (1) transport vehicle shall transport inmates classified at levels two (2) through four (4). Inmate Transport shall include all time spent outside a secure correctional facility.

ARTICLE XXXII
RESERVE TO REGULAR RATIO

The Employer shall not exceed a ratio of 1 reserve for every 2 full-time MLEOTC certified employees in the law enforcement division (detective bureau and road patrol). The total number of reserves shall fluctuate with the staffing levels of the division listed above. The number of MLEOTC certified employees in the law enforcement division will be determined once a year during the month of January. Part-time or open positions in the law enforcement division will not be counted. The employer will provide the union with a roster of reserve officers during each of the three shift bids, in Article V, section 5.8.

ARTICLE XXXIII
PSYCHOLOGICAL COUNSELING AND EVALUATION

33.1: It is agreed by the Union and the employer that the following language shall govern fitness for duty psychological evaluations and counseling.

33.2: When the Employer has probable cause to believe an employee may be unfit for duty within the Washtenaw County Sheriff's Office, the Employer may, at the Employer's expense, direct an employee to undergo psychological counseling and/or evaluation to determine whether the employee is fit for duty.

- A. The Employer shall designate a psychologist to perform the counseling or evaluation. The Union will have the right to challenge the selection for cause.
- B. The employee will report at the time and place directed. When the appointment is outside the employee's normally scheduled shift, the Employer will have the right to change the employee's schedule. Time spent at the appointment will be considered on-duty time. Employees will be given reasonable time to make the necessary arrangements to be present at the evaluation or counseling.
- C. The Employer will provide the evaluator with a document which specifies the reasons for referral, relevant information from the personnel records, the investigator's report and other relevant documentation.

Any information provided to the evaluator will be provided to the employee and to the Union at the employee's request, prior to evaluation. Upon receipt of the information that the employer provides to the evaluator, the employee shall have the right to provide other information from his/her personnel file or any other relevant information.

- D. After evaluation, the doctor shall report in writing to the Employer whether the employee is fit or unfit for duty. If the employee has been found to be fit for full, unrestricted duty, the doctor's report shall only state that the employee is fit for duty, and no further action will be taken. If the employee is found to be unfit for duty the doctor shall forward recommendations for further treatment and the prognosis of return to restricted or unrestricted duty.
- E. In the event an employee is found to be unfit for duty, the employee may, at the employee's expense, have a doctor of his/her choosing evaluate the employee with the same information provided to the Employer's doctor. Should both doctors concur, the employee will be required as a condition of employment to follow the directions and specification of the Employer's doctor. Should the doctors not concur, the Employer's doctor and the employee's doctor shall recommend an independent evaluation by a third doctor, who will evaluate the employee at the employer's expense with the same information provided to the Employer's doctor. The determination of the majority of the doctors shall be placed into effect, subject to arbitration by either party.
- F. An employee is entitled to assistance (in non-disciplinary situations) or representation (during the disciplinary process) from the Union. However, an employee shall report when and where directed, and shall cooperate fully in any psychological examination or counseling. No one shall be allowed to accompany or represent the employee during the psychological examination or counseling.
- G. Violations of rules and regulations may be a part of the basis for the employer's reasonable belief regarding an employee's fitness for duty. The psychological evaluation will pertain only to fitness for duty. Discipline for the rule violation will be considered separately. However, the employee's psychological state may be given consideration in assessing the proper discipline to be rendered. The employer must consider the reports of all the doctors.

33.3: The Employer and Union agree that should an incident arise that is not within the conditions of this psychological counseling/evaluation provision, the parties shall meet and attempt to resolve the matter through negotiation.

ARTICLE XXXIV COMMUNITY SERVICE OFFICER

34.1: Community Service Officers – Police Services: The Employer may hire Community Service Officers (CSO) at a ratio of one (1) CSO to every six (6) authorized Deputy Sheriff positions.

34.2: Community Service Officers - Corrections: The Employer may hire Community Service Officers (CSO) at a ratio of one (1) CSO to every six (6) authorized Correction Officer positions. The Employer shall provide one (1) Corrections Officer position to booking/intake for each shift during a shift bid.

34.3: Community Service Officers - Duties:

- A. The CSO position is not intended to replace deputy or correction officer positions within the bargaining unit, but to support the deputies or correction officers in the performance of their various duties. CSO's focus on three (3) primary functions:
1. Relieving deputies and correction officers of routine organizational duties, allowing them to increase the amount of time spent on enforcement, prevention and inmate management activities.

2. Responding to requests for service when such requests are of a minor nature, and are not emergencies, do not require use of force or arrest authority, and do not otherwise require the expertise and training of a sworn deputy sheriff or of a correction officer.
3. CSO/Corrections will assume responsibilities for tasks performed within the corrections division; asking booking and medical status question; entering data collected during the booking process; processing all bonding transactions; entering/changing court deposition information; answering telephones and providing necessary information as required; contacting the courts, and other correctional/law enforcement agencies via telephone; providing assistance with the processing of inmate accounts; compiling reports; processing data and assisting in inmate programs facilitation.

34.4: "Routine organizational duties" as used above means internal "housekeeping" duties, or contacts with citizens regarding non-criminal matters. Examples of these duties are answering telephones, picking up and delivering mail, transporting vehicles, handling permits and fingerprinting applicants.

34.5: "Citizen requests for service", as used above, means requests for service which are not emergencies, not in-progress, will not require arrest powers or use of force, and which do not require extensive investigative training or experience. Examples of these requests would be property crime reports without suspects and Property Damage Crashes (PDC's).

34.6: Properly trained CSOs may be used in other support activities, such as issuing parking tickets, directing traffic, canvassing neighborhoods for crime leads, fingerprinting, assisting in crime prevention activities and handling animal control requests, including picking up and transporting stray animals, completing animal bite reports and issuing citations for violation of related laws or ordinances. CSOs will not be used to replace current animal control officers.

34.7: CSOs are not authorized to carry firearms and will not exercise full deputy powers in the normal course of their duties. CSOs will not respond as a primary unit to crimes in progress, police emergencies or situations likely to result in the exercise of full deputy powers.

34.8: CSOs will wear uniforms which are easily distinguishable from the deputy sheriff's class "A" uniform and will be a distinctive different color than that of a deputy sheriff class "A" uniform.

34.9: CSOs will, in the normal course of their duties (except for vehicle transport); use vehicles which are clearly differentiated from marked patrol cars. CSO vehicles will be a different color from the current marked patrol car and will not bear the MSA shield. Any lights used as emergency or warning devices shall be yellow. The employer will have a reasonable period of time to provide these vehicles.

34.10: CSOs will be a full-time position.

34.11: Community Service Officers who are assigned to the property room are entitled to the equivalent of property officer wages. Any CSO assigned to the property room will receive a differential of 11% for the time assigned, except as noted in section 31.6 of the contract (persons filling-in for members on routine vacations, sick or leave days shall not be entitled to the higher wage).

ARTICLE XXXV
UNIFORMS

- 35.1 Only bargaining unit members shall be permitted to wear the non-supervisory uniforms of the Washtenaw County Sheriff's Office, defined as the Class "A" and Class "B" uniforms in Sheriff's Office policy. Non-bargaining unit members (with the exception of full-time supervisory personnel) shall not wear any uniform which is identical to or sufficiently similar to the uniform that a member of the general public would reasonably conclude that the wearer is a bona fide, full-time employee member of the bargaining unit. To achieve this distinction in part:
- A. Sheriff's Office staff not eligible to wear a Class "A" or "B" uniform will have a rocker emblem affixed to the sleeve of their uniform jacket identifying their designation within the Sheriff's Office, e.g., Animal Control, Marine Safety, Community Service, etc.
 - B. Court Security Officers will have a rocker emblem affixed to the sleeve of their shirt, and jacket or outer garment entitled "Court Security".
 - C. Reserve Deputy Sheriffs will have a rocker emblem affixed to the sleeve of their shirt, and jacket or outer garment entitled "Reserve".
- 35.2 The six-point star breast and hat badges to be worn by POAM Bargaining Unit personnel when in uniform will have the Michigan Sheriff Association Seal in the center of the Badge.
- A. Deputy Sheriff breast badge will have a silver finish with the words "Deputy Sheriff" on line one.
 - B. Corrections Officers breast badge will have a silver finish with the words "Corrections Deputy" on line one.
 - C. Reserve Deputies breast and hat badge will have the Michigan State Seal in the middle and the word "Reserve" on the badge.
 - D. The employer will issue, at no cost to the employee, one breast badge and one hat badge which will be returned to the Sheriff's Office upon the employee's separation from the Sheriff's Office for any reason.
 - E. Employees may order additional badges for their rank and position at their own cost.
 - F. The Class B uniform badge is a sewn on patch, it is exempt from standards that apply to metal badges.

ARTICLE XXXVI
SEPARABILITY AND SAVINGS CLAUSE

36.1: If any article or section of this contract, or of any riders thereto, should be held invalid by operation of law, or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union or the Employer for the purpose of

arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

It is agreed that the provisions of this section shall not apply to inadvertent or good faith errors made by the Sheriff or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error.

This Agreement shall supersede any rules and regulations inconsistent herewith.

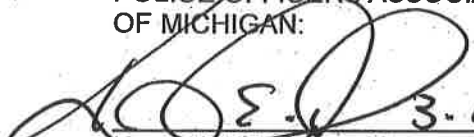
ARTICLE XXXVII
TERMINATION OF AGREEMENT

37.1: These agreements including economic items, shall be in full force and effect from January 1, 2015 to and including December 31, 2019, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration. In the event either party pursues compulsory arbitration for a replacement agreement, the parties agree to maintain wages, hours, terms and conditions of employment established by this agreement and by practice between the parties during the pendency of the compulsory arbitration process including grievance and arbitration rights. This agreement applies to all members of the bargaining unit.


37.2: In the event of war, declaration of emergency, or imposition of civilian controls during the life of this contract, either party may reopen the same upon sixty (60) days' notice and request re-negotiation of matters dealing with wages and hours. If Governmental approval or revisions should become necessary, all parties will cooperate to the utmost to attain such approval.


37.4: The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN:

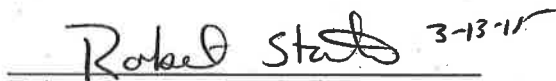

Kenneth E. Grabowski
Business Agent


WASHTENAW COUNTY


Harry Valentine
President



Wayne Ahlers
Vice President-Corrections



Gary Lowe
Vice President-Law Enforcement

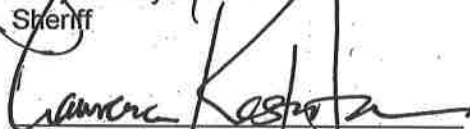

Robert Stanton
Secretary


Robert Losey
Treasurer

THE WASHTENAW COUNTY
BOARD OF COMMISSIONERS:


Felicia Brabec
Chairperson


Jerry L. Clayton
Sheriff


Lawrence Kestenbaum
County Clerk / Register of Deeds



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APPENDIX A

		SCHEDULE J					
		EFFECTIVE 1/1/2015					
		POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM) - 312					
		POAM3 (16)					
SALARY		PAY	1	2	3	4	5
GRADE							
56	COMMUNICATION OPER	YEARLY	\$35,989.61	\$42,520.92	\$46,849.06	\$50,679.06	\$57,476.48
		BI-WEEKLY	\$1,384.22	\$1,635.42	\$1,801.89	\$1,949.19	\$2,210.63
			\$17.30	\$20.44	\$22.52	\$24.36	\$27.63
57	DEPUTY	YEARLY	\$41,078.21	\$47,818.86	\$50,232.62	\$52,646.39	\$59,296.82
		BI-WEEKLY	\$1,579.93	\$1,839.19	\$1,932.02	\$2,024.86	\$2,280.65
			\$19.75	\$22.99	\$24.15	\$25.31	\$28.51
57A	DEPUTY-Special Assignment	YEARLY	\$42,703.78	\$49,734.48	\$52,226.44	\$54,770.07	\$61,678.05
		BI-WEEKLY	\$1,642.45	\$1,912.86	\$2,008.71	\$2,106.54	\$2,372.23
			\$20.53	\$23.91	\$25.11	\$26.33	\$29.65
58	DETECTIVE	YEARLY	\$42,703.78	\$49,734.48	\$52,226.44	\$54,770.10	\$61,678.05
		BI-WEEKLY	\$1,642.45	\$1,912.86	\$2,008.71	\$2,106.54	\$2,372.23
			\$20.53	\$23.91	\$25.11	\$26.33	\$29.65
		"A" schedule indicates 4% Special Assignment Rate					

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APPENDIX

LIST OF NAMES AND ADDRESSES
 OF THE MEMBERS OF THE...

LIST OF NAMES AND ADDRESSES
 OF THE MEMBERS OF THE...

No.	Name	Address	City	State	Profession	Year of Birth
1	John Doe	123 Main St	New York	NY	Engineer	1880
2	Jane Smith	456 Elm St	Chicago	IL	Teacher	1885
3	Robert Brown	789 Oak St	Los Angeles	CA	Lawyer	1890
4	Mary White	101 Pine St	San Francisco	CA	Doctor	1895
5	James Black	202 Cedar St	Philadelphia	PA	Merchant	1900
6	Elizabeth Green	303 Birch St	Boston	MA	Artist	1905
7	William Grey	404 Spruce St	Washington	DC	Politician	1910
8	Anna King	505 Willow St	San Diego	CA	Writer	1915
9	Charles Lee	606 Ash St	Portland	OR	Farmer	1920
10	Grace Hall	707 Hickory St	Seattle	WA	Nurse	1925

This list is subject to change without notice.

APPENDIX A cont.

		SCHEDULE M					
		EFFECTIVE 1/1/2015					
		POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM) - NON-312					
SALARY GRADE		PAY	POAM (27)				
			1	2	3	4	5
18	CORR SVCS SPECIALIST	YEARLY	\$38,716.96	\$40,868.10	\$43,071.53	\$45,511.02	\$49,101.63
		BI-WEEKLY	\$1,489.11	\$1,571.85	\$1,656.60	\$1,750.42	\$1,888.52
			\$18.61	\$19.65	\$20.71	\$21.88	\$23.61
21	CORR SVCS COUNSELOR	YEARLY	\$44,592.93	\$46,244.98	\$47,950.01	\$49,812.67	\$52,794.27
		BI-WEEKLY	\$1,715.11	\$1,778.65	\$1,844.23	\$1,915.87	\$2,030.55
			\$21.44	\$22.23	\$23.05	\$23.95	\$25.38
54	OFFICE SPECIALIST II	YEARLY	\$31,530.33	\$34,546.91	\$36,146.00	\$38,166.30	\$43,214.79
		BI-WEEKLY	\$1,212.71	\$1,328.73	\$1,390.23	\$1,467.93	\$1,662.11
			\$15.16	\$16.61	\$17.38	\$18.35	\$20.78
55	ACCT/CLK II OFFICE SUPERVISOR	YEARLY	\$32,893.59	\$36,041.32	\$37,694.64	\$39,818.36	\$45,516.03
		BI-WEEKLY	\$1,265.14	\$1,386.20	\$1,449.79	\$1,531.48	\$1,750.62
			\$15.81	\$17.33	\$18.12	\$19.14	\$21.88
55B	ANIMAL CONTROL OFFICER COMMUNITY SERVICE OFFICER	YEARLY	\$31,530.33	\$34,546.91	\$36,146.00	\$38,166.30	\$43,214.79
		BI-WEEKLY	\$1,212.71	\$1,328.73	\$1,390.23	\$1,467.93	\$1,662.11
			\$15.16	\$16.61	\$17.38	\$18.35	\$20.78
56	CORRECTIONS OFFICER COURT OFFICER PROPERTY TECHNICAN	YEARLY	\$36,067.81	\$42,625.59	\$46,980.21	\$50,810.21	\$57,664.30
		BI-WEEKLY	\$1,387.22	\$1,639.45	\$1,806.93	\$1,954.24	\$2,217.86
			\$17.34	\$20.49	\$22.59	\$24.43	\$27.72

APPENDIX B
CLOTHING AND MAINTENANCE ALLOWANCE

The clothing allowance shall be:

	<u>2009</u>
Deputies/Detectives	\$1,500
Corrections Officers	\$1,450
Community Service Officers, Court Officer, Communications, Property Clerk, Animal Control	\$1,100

Any employee not listed above shall receive an annual allowance of \$400.

APPENDIX C

Deputies, Correction Officers and Animal Control Officers shall be eligible to train and qualify to carry a firearm. Those who are not qualified by the agency will be provided at least one opportunity per year to be trained and qualified by the agency. To receive the weapons allowance of \$650, these personnel must successfully qualify each year prior to December 31st of the previous year.

Weapons Allowance: All existing and new hire employees who carry a firearm in the performance of their duties shall receive a one-time allowance of two hundred (\$200.00) dollars.

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APPENDIX D

PENDING

APPENDIX E

A RESOLUTION APPROVING THE AGREEMENT WITH THE POLICE OFFICERS ASSOCIATION OF
MICHIGAN (POAM) AND WASHTENAW COUNTY FOR THE PERIOD OF JANUARY 1, 2015
THROUGH DECEMBER 31, 2019

WASHTENAW COUNTY BOARD OF COMMISSIONERS

November 5, 2014

WHERE, in January, 2013, Administration and Human Resources brought to the Board of Commissioners an overview of the collective bargaining process, including the status and process for negotiations with those labor union contracts which were set to expire in 2013 – 2015; and

WHEREAS, given the ongoing economic challenges in Washtenaw County and the State of Michigan, Administration put forth a strategy with the following interests:

- eliminate the County's long-term legacy costs
- ensure pension funding for retirement
- work within the established budget projections
- increase general fund reserves
- ensure the long-term fiscal stability of the organization; and

WHEREAS, in February and March, 2013, the Washtenaw County Board of Commissioners provided their approval of a recommended strategy for negotiations; and

WHEREAS, the vision for the process was "To create a product and process that both the union and management are satisfied with." The guiding principles that were followed include:

- Partnership
 - Purpose
 - Right to say "No" ... ensure that everyone is heard
 - Honesty (full disclosure)
 - Accountability
- Engagement – Communication
- Fit with the 10-year Financial Projections
- Even Application of Policy
- Employee Morale (openness & communication)
- Professional Approach (respect & trust)
- Measures of Success / Checkpoints
- Communication (engagement); and

WHEREAS, the continued use of the Interest-Based Bargaining process assisted both parties in building trust, through full-disclosure, and enhancing communication to reach the settlements in the professional manner and timeframe that had been determined; and

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WHEREAS, the collective bargaining agreement with the **POAM** consists of the following employees:

***All general staff in the Office of the Sherriff including Deputies, Correction Officers,
Communication Dispatchers and Support Staff***

WHEREAS, the parties have been negotiating with the focus of reaching a tentative agreement by December 31, 2014. The parties reached such agreement on August 8, 2014, and the Union ratified said agreement on October 1, 2014.

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby approves the agreement with the Police Officers Association of Michigan (POAM) and Washtenaw County for the period January 1, 2015 through December 31, 2019 as attached hereto and made a part hereof

BE IT FURTHER RESOLVED that the Labor Relations Director is authorized to draft a new collective bargaining agreement consistent with the terms of the attached agreement, to be presented to the Chair of the Washtenaw County Board of Commissioners, who is authorized to sign the agreement.

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TENTATIVE AGREEMENT
Washtenaw County & Police Officers Association of Michigan

DURATION

January 1, 2015 through December 31, 2019

WAGES

1/1/2015 1.0% Structural

7/1/2015 1.0% Structural

1/1/2016 1% Structural, with additional increase based on the following formula

- 4% increase in property tax would result in a 2% raise effective July 1st
- 5% or higher increase in property tax would result in a 3% raise effective July 1st

1/1/2017 2.0% Non-Structural

1/1/2018 1.0% Structural

7/1/2018 1.0% Structural

1/1/2019 1.0% Structural

7/1/2019 1.0% Structural

ACTIVE HEALTHCARE

The Employer shall adopt the hard-cap option in accordance with PA 152. Employees shall contribute \$75/month in medical premium sharing.

CORE PLAN: PPO7 w/ \$75/month premium sharing

Buy up optional Plans: PPO1; PPO2 (Employee would pay difference between PPO7 and optional plan; in addition to \$75/month premium sharing; to be determined annually at Open Enrollment)

All Plans:

- \$20 OV
- \$20 Chiropractic OV (24 visits/year)
Rx \$7/35/70; with language to address Employees taking current prescriptions at \$30 rate would be grandfathered so that those Rx are still available under prescription coverage and w/o step therapy; 2 co-pay for 90 days mail order.
- Emergency Room \$250 Co-pay: the co-pay would be waived if a true emergency exists and/or injury sustained by an external force

Retirees with 20+ years of service pay 0% for health care premium and receive PPO2

VEBA contribution of 1% shall sunset effective 12/31/14

Page 1 of 1
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Time: 10:10:10 AM

THE UNIVERSITY OF THE STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER

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RETIREE HEALTHCARE

Employees hired 1/1/15 and thereafter shall receive active healthcare benefits as negotiated. However, the Employer shall establish a retiree health reimbursement account (HRA) with the following Employer pre-tax contributions for new hires:

- 0-10 years \$100/pay \$2,600 annually
- 11-15 years \$125/pay \$3,250 annually
- 16-20 years \$150/pay \$3,900 annually
- 21-25 years \$175/pay \$4,550 annually
- 26+ years \$200/pay \$5,200 annually

In the event an employee separated from County employment after 10 year of service, and prior to formal retirement, he/she would have access to 50% of the funds available in their HRA account. Such account would be split and the employees 50% would either be transferred to another qualified plan, or subject to IRS / federal regulations.

Upon normal retirement eligibility, and corresponding retirement, retiree would not receive any continuation of health care coverage, however, would have full access to his/her HRA account for eligible medical expenses as defined under IRS Section 213(d).

DUTY DISABILITY

In the event an employee is declared to be duty disabled, as defined by MERS, prior to his/her normal retirement eligibility, he/she shall retire and receive equivalent to an active County health care benefits in retirement. He/she shall forfeit their HRA account balance to Washtenaw County as payment for such benefits.

VEBA CONTRIBUTIONS

Employees hired 1/1/15 and thereafter shall contribute 1% of bi-weekly wages intended to assist in the funding of retiree health care in the event of an active duty disability. These funds shall be deposited bi-weekly in his/her MERS account. In the event the employee retires from Washtenaw County, such funds will revert to the County and deposited in the VEBA Trust. In the event the employee does not retire from Washtenaw County, these funds continue to be the legal property of the employee and will not be reimbursed to the County.

NON-DUTY DISABILITY

In the event of a non-duty disability retirement, as defined by MERS, he/she would have immediate access to his/her HRA account, as well as receive the employee's VEBA contribution.

ACTIVE / RETIREE HEALTHCARE WAIVER DOLLARS

In the event that an employee waives active or retiree health care benefits, he/she shall not be subject to \$75/month premium sharing, and will not receive any further waiver compensation for health care benefits.

10/10/2020
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DATE	DESCRIPTION	AMOUNT
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312 ELIGIBLE

It is hereby agreed between the parties that all of the employees in the bargaining unit are subject to hazards of police work and perform the duties of a critical service nature. It is further agreed that the uninterrupted performance of duties is necessary for the preservation of and promotion of public safety, order and welfare. All employees of this bargaining unit are recognized by the parties to be eligible for Public Act 312 of 1969.

ARTICLE X – SICK LEAVE

10.2: Sick Leave Incentive. Employees who do not use sick leave for a six-month period and every six-month period thereafter shall receive an additional one day to be added to their vacation or compensatory time. The six-month period shall be defined as a rolling period of time (e.g., January – June, March – August, May – October, etc).

SPECIALTY PAY

3.6 Specialty Pay

D. Dispatch Shift Leader

Members of the bargaining unit who are assigned Shift Leader responsibilities in the Dispatch Center shall be paid 8% above their existing salary rate when serving in that capacity.

EXCHANGE TIME

Members of the Bargaining Unit shall be permitted to exchange time with other members of the same classification, provided they make written notice to command by a prescribed process.

Such exchanges shall be limited to four (4) per scheduling month, i.e., four (4) days off, and are non-cumulative. Exchanges in excess of four (4) are not permitted unless approved by command. Employees may not exchange time on the shift that they are already scheduled to work exchange time. However employees on an exchange day off may work overtime on said exchange day without receiving a forced overtime credit.

An exchange day off shall be treated as a leave day as defined in the collective bargaining agreement. Exchanges between employees will be reconciled during the same scheduling month.

The employee agreeing to work the affected shift in such change shall be responsible for reporting to the assigned shifts. The exchange day worked by the employee shall be treated as a work day and the employee may be subject to forced overtime should it occur.

Employees may give away Holidays to another employee, however this shall not count as one of the non-cumulative exchange days.

No employee shall be permitted to work two sixteen hour shifts consecutively without eight hours of leave time between shifts with the prior approval of command staff.

Probationary employees within their first year of employment shall not be permitted to use exchange time during their probationary period.

All other provisions of the collective bargaining agreement apply.

COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A
Brabec	X			Ping	X			Dan Smith	X		
LaBarre	X			Rabhi	X						
Martinez-Kratz			X	Sizemore			X				
Peterson	X			Conan Smith	X						

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY ROLL CALL VOTE: 7 0 2

STATE OF MICHIGAN)

I, Lawrence Kestenbaum, Clerk/Register of said County of Washtenaw and Clerk of Circuit Court for said County, do hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the Washtenaw County Board of Commissioners at a session held at the County Administration Building in the City of Ann Arbor, Michigan, on October 15, 2014, as it appears of record in my office.

COUNTY OF WASHTENAW)^{SS.}

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Ann Arbor, this 16th day of October, 2014.

LAWRENCE KESTENBAUM, Clerk/Register

BY: _____

Deputy Clerk



Res. No. 14-00170

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