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RELATIONS LIBRARY

STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION

COUNTY OF WASHTENAW,  
SHERIFF'S DEPARTMENT

7/15/85  
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STATE OF MICHIGAN  
BUR. OF EMPLOYMENT RELATIONS  
DETROIT OFFICE

-and-

Act 312 Case No. D83 K-2662  
STIPULATED AWARD

MICHIGAN FRATERNAL ORDER  
OF POLICE LABOR COUNCIL,  
WASHTENAW COUNTY DEPUTIES UNIT

*Paul Glendon*

BACKGROUND

Originally, fifteen issues were brought before this panel, pursuant to the labor organization's Petition for Arbitration dated June 18, 1984. The parties settled the four economic issues prior to the commencement of scheduled hearings. Those settlements were ratified by the members of the labor organization and the County Board of Commissioners, and were made a matter of record in a hearing before this panel on November 30, 1984. The remaining issues were set for hearing on February 25, 1985; the parties were to continue bargaining in the meantime.

Subsequently, the parties advised the chairman that progress had been made and negotiations were continuing on the noneconomic issues, and requested an adjournment of the February 25 hearing. The request was granted. On April 22, 1985, the chairman formally remanded the remaining unresolved issues to the parties for further collective bargaining pursuant to Section 7a. of Act 312.

The parties later advised the chairman that all issues had been resolved tentatively, and a final hearing date was set to record the parties' settlements and hear evidence on any issues which had not been finally resolved. The panel convened the final hearing on July 15, 1985. At that time the parties presented joint exhibits setting forth agreed language on all ten noneconomic issues, and requested the panel to issue a stipulated award incorporating such settlements. The award is set forth on the following page.

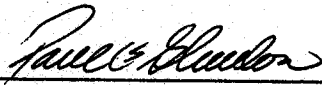
*Washtenaw County*

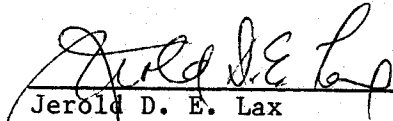
*Glendon, Paul*

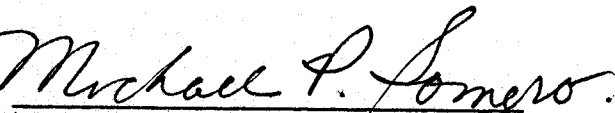
AWARD

By stipulation of the parties, the panel adopts as its award on all unresolved issues before it the agreed language set forth on Joint Exhibits 1 through 10, which are attached hereto and incorporated herein by reference.

Dated: July 15, 1985

  
\_\_\_\_\_  
Paul E. Glendon, Chairman

  
\_\_\_\_\_  
Jerold D. E. Lax  
Employer Delegate

  
\_\_\_\_\_  
Michael P. Somero  
Labor Organization Delegate

## MEMBER'S RIGHTS

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

1. 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 excepted in this agreement.
2. 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.  
If any member is ordered to make an oral statement, he shall comply subject to the receipt of Miranda or Garrity warnings or both and shall be given a reasonable amount of time to act in accordance with such rights.
3. 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.
4. 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.
5. 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 official capacity as a police officer, except as where allowed by law.
6. 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.

J. EX 1

ARTICLE VI ASSIGNMENTS, TRANSFERS, PROMOTIONS

JEX 2

Section 1. Add the following language:

In the event an employee is promoted or transferred 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 his promotion for just causes, the employee shall be returned to his/her previous classification without any loss of seniority within that classification.

DEPARTMENT FILES

JEX 3

- 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 Department, 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 Department. 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 in his personnel record, and in any other file kept by the Department, 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.

OK  
JEXY

Gump  
2/14/85

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 making a verbal bid when their respective seniority position would be called.

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

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

Listed below is a sample of a job posting:

<u>JOB NO.</u>	<u>LOCATION</u>	<u>HOURS</u>	<u>LEAVE DAYS</u>
1	Northfield Twp.	8 p.m. - 4 p.m.	Fri. - Sat.
2	Northfield Twp.	8 p.m. - 4 a.m.	Sun. - Mon.
3	Northfield Twp.	8 p.m. - 4 a.m.	Tues. - Wed.
4	Superior Twp.	8 p.m. - 4 a.m.	Sat. - Sun.

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

In the event an employee could not show signs of improvement, the individual would be removed from that job. The position vacated would be up for bid to personnel on a seniority basis. The employee will be reassigned at managements discretion for the duration of shift bid.

[REDACTED]

Overtime will not be granted to employees who work in excess of five days as a result of the employee's voluntarily assumption of a new shift bid leave day schedule. The employer will grant an employee's request to split leave days arising from these circumstances, provided such action will not result in overtime fill-in.

Shifts and assignments that normally are covered by one person units would be scheduled as such. Additional shifts of a "swing" nature may be introduced.

The swing shift type of job would be set up so as to remain within a 40 hour work week. An example of a "swing shift" and remaining outside the overtime factor would be:

Monday	Midnight Shift
Tuesday	Day Shift
Wednesday	Day Shift
Thursday	Afternoon Shift
Friday	Afternoon Shift
Saturday	Leave Day
Sunday	Leave Day

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

/sjd

*OK at included Jan 22, 1985*

*5455*

*Guenzel 2/14/85*

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 job's will be utilized to identify the individual assignments. The numerical list shall identify the job by assignment detail, 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 certian personnel were determined to be more qualified than others and/or by conclusion of such testing and/or qualification certian 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 making a verbal bid when their respective seniority position would be called.

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

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

In the event an employee could not show signs of improvement, the individual would be removed from that job. The position vacated would be up for bid to personnel on a seniority basis. The employee will be reassigned at managements discretion for the duration of shift bid.

February 14, 1985

Bid Jobs

page two

Overtime will not be granted to employees who work in excess of five days as a result of the employee's voluntarily assumption of a new shift bid leave day schedule. The employer will grant to an employee's request to split leave days arising from these circumstances, provided such action will not result in overtime fill-in.

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

Listed below is an example of a bid schedule which might be used:

<u>JOB NO.</u>	<u>DUTIES/DETAIL</u>	<u>HOURS</u>	<u>LEAVE DAYS</u>	<u>PRIORITIES</u>
1	Transport	8:30a.m. - 4:30p.m.	Sat. - Sun.	Qualified to carry firearms
2	Visiting	9 a.m. - 5 p.m.	Sat. - Sun.	
3	Trustee Spvr.	7 a.m. - 3 p.m.	Sat. - Sun.	
4	Stores Control	7 a.m. - 3 p.m.	Sat. - Sun.	
5	Booking/Property	8 a.m. - 4 p.m.		
6	Unit/Cell Block including all units - Booking Central Control & Roving Assistance	7 a.m. - 3 p.m.		
7	" " "	7 a.m. - 3 p.m.		
8	" " "	7 a.m. - 3 p.m.		
9	" " "	7 a.m. - 3 p.m.		

NOTE: There may be a need to have certain qualified personnel on a certain shift such as a certified Breathalyzer Operator on afternoons and midnights. This type of priority would be noted when the shift bid is posted thus an employee may be awarded their requested bid if they met the requirement(s) over a senior employee who did not qualify.

/sjd

## SAFETY COMMITTEE

JX6

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 F.O.P. appointed by the Chief Steward, 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 outlined in Article VII.

*Guerra*  
*2/14/85*

*5x7*

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 <sup>DISPATCHER</sup> ~~dispatcher~~, to coordinate when breaks are taken. The supervisor or dispatcher, as well as the Communications Operator, will use good judgement 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 Department.

5x8

## WORK SCHEDULES

Schedules shall be posted no later than the 15<sup>th</sup> of the preceeding month. After being posted between the 15<sup>th</sup> of the preceeding month and the first of the following month, 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 change in the schedule the affected employee shall be given one weeks advance notice of any change, except in cases of emergency or unforeseen circumstances.

If any 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.

JX9

General  
2/14/85

## PROMOTIONS

1. The language in this Article will be used to govern promotions between the following classifications, except as noted in Section 11:

Corrections Officer to Deputy  
Deputy to Detective  
Corrections Officer/Deputy to Corrections Sergeant  
Deputy/Detective to Sergeant

2. The minimum requirements for promotion are as follows:

### Classification Change

### Requirements

Corrections Officer to Deputy	Successful completion of probation.
Deputy to Detective	Three years continuous service in the Law Enforcement Division.
Deputy or Corrections Officer to Sergeant	Three years continuous service in the Division where the promotion is to occur.

An employee may test for promotion if he/she will meet the minimum promotional requirements within the life of the eligibility list (see Section 9 below). An individual cannot be considered for actual promotion, however, until the minimum time requirement is satisfied.

3. The promotional process will include the following components:

### Sergeant - Detective

### Corrections to Law Enforcement

(a) Written Test	47.5%
(b) Oralboard	47.5%
(c) Seniority*	5.0%

(a) Written Test	44%
(b) Oralboard	44%
(c) Certification	02%
(d) Seniority*	<u>10%</u>

100.0%

100.0%

### For All Promotions

(e) 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)-(e) above. Such evaluation will be neither arbitrary nor capricious, and adjustments of the list will be based on just cause.

\*Seniority will be determined as follows:

For sergeant and detective: 0.083 point per completed month of full time service, up to five (5) percentage points.

For Corrections to Law Enforcement: 0.166 point per completed month of full time service, up to ten (10) percentage points.

4. The maximum number of candidates to be given an oralboard will be twenty-one (21) per test cycle. Selection for oralboards will be based upon the twenty-one (21) highest written test scores.
5. Should a challenge arise as a result of an adjustment being made in the list based on Section 3e above (Administrative Review), the Union and the Sheriff agree to seek an expedited arbitration settlement.
6. Once an eligibility list is established pursuant to Section 3, all promotions will be in numerical order beginning with the top position, except as noted in Section 9.
7. 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. Once a testing has been conducted, the resulting eligibility list will remain in effect for twelve months after the day of the last oralboard for promotions from Corrections to Law Enforcement and eighteen (18) months for detective or sergeant testings.
8. 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 XIX of this agreement.
9. Once an eligibility list is established pursuant to Section 3, 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, or decline in the quality of work performance. The employee bypassed will be informed of the reasons for this action.

5X10

Quergel  
2/19/85

## ARTICLE XXI: EQUAL EMPLOYMENT OPPORTUNITY

Section 1. Non-Discrimination: No persons employed by the County nor applicants for 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 bonafide occupational qualification reasonably necessary to the normal operation of the business). Active efforts shall be made to encourage applicants for County employment in all departments from all segments of the community, with special emphasis on underrepresented or 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.

Section 2. Sheriff R. J. Schebil gives his full support to the provisions setforth in Section 1 above, as well as the County's affirmative ~~action~~ <sup>ACTION</sup> plan for recruitment and employment of minority candidates. Further, he affirms his Department's commitment to equal employment opportunity within the Sheriff's Department in all aspects of organizational operations, including recruitment, hiring and promotional practices.