

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

Effective: January 1, 2008 to December 31, 2012

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AGREEMENT

This Agreement, made and entered into this 19th day of February, 2009, 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 the Command Officers Association of Michigan (COAM).

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.
- 1.2: The parties recognize that the interest of the community and the job security of the Employees depend upon the Employer's success in establishing proper services to the community.
- 1.3: 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 the Command Officers Association of Michigan (COAM) 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 Command officers set forth in Appendix A.

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 and initiation fee of the Union as a condition of employment on and after completion of their probationary period. 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 service fee equivalent to dues and initiation fees of the Union as a condition of employment upon completion of their thirty-first day of employment.

2.3: The Employer agrees to deduct from the pay of each employee, after their thirty-first day of employment, all dues/service fees and/or initiation fees of the COAM and pay such amount deducted to said Union for each and every employee.

2.4: A new employee shall work under the provisions of this Agreement but shall be employed only on a six (6) month trial basis of forty (40) hours per week during which period he may be discharged without further recourse, provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After six (6) months, 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.

**ARTICLE III
STEWARDS**

3.1: The Employer recognizes the right of the Union to designate Stewards and alternates from the seniority list of the Sheriff's Office. The Union agrees to supply the Employer the name of the Chief Steward and at least two alternates, one of whom shall be from the corrections division. There shall be at least one steward per shift.

3.2: The authority of Stewards 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 Union or its officers, provided such messages and information:
 - 1. have been reduced to writing, or,
 - 2. if not reduced to writing, 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.

3.3: Stewards 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 Union.

3.4: The Sheriff recognizes the limitations upon the authority of stewards 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 and including discharge, in the event the steward has taken action, slow-down, or work stoppage in violation of law or of this Agreement. Stewards 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 spend 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 Steward.

**ARTICLE IV
UNION RIGHTS**

4.1: 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.

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

4.3: Special Conference. Special conferences on important matters will be arranged between the Union and the Sheriff or the County or 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.

4.4: 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 regulations that will ensure such equality of opportunity, consideration and treatment of all members employed by the Sheriff in all phases of the employment process.

4.5: 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. The Employer shall not allow anyone other than Sheriff's Office personnel or Washtenaw County legal counsel to read, view, have a copy of, or in any way peruse in whole or in part, a member of the Union's department personnel file or any document which may become a part of his or her file.
- B. A member of the Union may by right view his own Sheriff's personnel file as to its total content except the background investigation report upon request to the Sheriff.
- C. All Sheriff personnel files must be kept and maintained in the confines of the Sheriff's Office so as to secure their privacy.

ARTICLE V
MANAGEMENT RIGHTS AND RESPONSIBILITIES

5.1: 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.

5.2: Administration and Department's Policies. The Union recognizes that members of the unit are supervisory personnel and are representative and part of management for the purpose of administering the department's policies to insure the safety, health and welfare of the citizens of Washtenaw County.

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

5.4: 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.

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

5.6: Retention of Rights. 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 recognizes the Sheriff's statutory rights.

5.7: Contracts. The Union recognizes that the County and the 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 nor to discriminate against any of its members that will result in layoffs.

5.8: Reclassification. The Employer reserves the right to reclassify existing positions based on assignment duties and responsibilities or make 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.

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

ARTICLE VI
LIMITATIONS OF AUTHORITY AND LIABILITY

- 6.1: No employee, union member or agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment of any kind whatsoever.
- 6.2: Any individual employee or group of employees who willfully violate or disregard the arbitration and grievance procedure set forth in Article VII of this Agreement may be summarily discharged by the Sheriff without liability on the part of the Sheriff or the Union.
- 6.3: 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.
- 6.4: The Employer and the Sheriff agree that they will allow the proper accredited representative of the 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.
- 6.5: 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.
- 6.6: 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.

ARTICLE VII
GRIEVANCE PROCEDURE

- 7.1: 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.
- 7.2: Information Resolution. The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision.
- 7.3: Timely Action. Immediate supervisors, commanding officers, 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.
- 7.4: Grievances shall be processed according to the following procedure:
- 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 his complaint with his immediate supervisor or if the matter is not satisfactorily settled by such a discussion, the aggrieved Employee shall report such grievance to his Steward as soon as possible, but in any case, within ten (10) calendar days of the event giving rise to the grievance. 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 discuss such grievance with the superior or commanding officer at the division level in an attempt to resolve the grievance. This discussion shall be had within forty-eight (48) hours of receipt of the grievance by the Steward and a decision in writing must be rendered by the superior within three (3) days after said discussion with a copy of said decision going to the Employee and the Steward.

Step 3. If the grievance is not satisfactorily settled as a result of this meeting, the Steward may appeal such grievance to the Sheriff or his designee. A meeting shall be had with the Sheriff or his designee, the Steward receiving the original grievance and the aggrieved member within seventy-two (72) hours and a written decision shall be rendered by the Sheriff or his designee within five (5) days of the meeting.

Step 4. If an answer of the Sheriff is unsatisfactory to the Union, the grievance may be submitted to a mutually agreeable arbitrator. If the parties are unable to agree as to an arbitrator within thirty (30) days, the services of the American Arbitration Association, Federal Mediation and Conciliation Service or Michigan Employment Relations Commission shall be used in making selection. The decision of the arbitrator shall be binding on both parties.

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

7.6: 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 or the Union, nor shall he exercise any responsibility or function of the Employer or the Union.

7.7: 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.

7.8: Grievance Form. The Union shall furnish grievance forms. This form shall be used in filing a grievance.

7.9: 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 officer's 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.

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

ARTICLE VIII **DISCHARGE AND DISCIPLINE**

8.1: 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.
- 8.2: 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.
- 8.3: 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.
- 8.4: Representation. At all stages of a department policy violation investigation, or the disciplinary procedure, a member, against whom charges have been made, may be represented by a union representative.
- 8.5: Past Infractions. In imposing any discipline on a current charge, the Employer will not base his decision upon any infractions of County or departmental rules or regulations which occurred more than two (2) years previously, unless directly related to the current charge.
- 8.6: 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.
- 8.7: Continuation of Benefits. If a member is suspended for disciplinary action, he shall not receive pay, however, he shall receive all other County benefits.
- 8.8: Relieved of Duty. In the event a member is relieved of duty, he may be taken off the payroll and shall turn in his departmental equipment. Relieved of duty shall be used by the department for awaiting

disciplinary action or 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.

8.9: Reassignment. The Department 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.

8.10: 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 excepted 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 representative 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 union representation present at any disciplinary proceeding where testimony is given, to have such representation 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.

8.11: 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, he/she 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 Department's choosing who, at no expense to the employee, will assess the employee's fitness for duty.

ARTICLE IX
SUCCESSOR CLAUSE

9.1: 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.

ARTICLE X
SENIORITY

10.1: Representation of Employees. The Union shall represent all permanent non-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.

10.2: Seniority and Seniority Lists.

- A. It is recognized for seniority purposes that there are three distinct divisions: the Corrections division, the Police Services division and the Communications division.
- B. Seniority shall be used jointly on the Employee's length of service in the Department, the division, and date of rank.
- C. Seniority shall not be affected by the race, sex, marital status, or dependents of the Employees.

10.3:

- A. To determine the ranking of employees by seniority, for purpose of rank reduction, promotion, and layoff, if two or more employees have equal classification seniority, the order shall be determined on the basis of entry date into the next lower classification. This procedure shall be followed down through each past and present classification within the unit. Time spent in the armed forces on military leave of absence and other authorized leaves, such as time lost because of duty-connected disabilities, shall be included.
- B. No employees within a classification shall be promoted on the same day.
- C. An up-to-date seniority list by rank and date of rank showing the names, length of service dates, and departmental assignments shall be furnished the Union every six (6) months.
- D. An employee shall forfeit his seniority rights only for the following reasons:
 - 1. He is reduced in rank for cause (in grade seniority only).
 - 2. He resigns.
 - 3. He is dismissed and not reinstated.
 - 4. He retires on regular service retirement.

10.4: Seniority of Steward. Notwithstanding his position on the seniority list, the Chief Steward, in the event of a layoff of any type, shall be continued at work as long as there is a job in the department which he can perform and shall be recalled to work in the event of a layoff on the first open job in the department which he can perform. The stewards shall be permanent employees and shall have completed their probationary period in their current position.

ARTICLE XI
LAYOFF AND RECALL

11.1: Layoffs. When there is an impending reduction in force within the bargaining unit, the Employer shall immediately inform and consult with the Union as soon as there is any possibility of said reduction in force, however no less than (30) days in advance of said reduction.

11.2: In the event of a reduction in force in the Sheriff's Office, it shall be made among all employees in the same classification as listed in Article X, according to length of service.

- A. The employees with the least amount of service shall be the first laid off and the last to be recalled. If there is to be a demotion due to a reduction in force, time in classification will prevail. Where time in classification is equal, seniority as defined in Article X, Section 3 shall prevail.
- B. A demotion to the next lower rank shall be required before a layoff, provided the employee had prior time in the classification to which demoted. Total seniority in the bargaining unit of the demoted employee shall carry to the next lower rank.
- C. Any officer demoted due to a reduction in force shall be promoted back in the reverse order of demotion without any competitive re-examination for the classification from which he was demoted.

11.3: Any grievance submitted concerning a layoff shall be submitted at the fourth step of the grievance procedure and the parties expressly agree that they shall expedite the final resolution thereof.

11.4: Employees covered by this agreement shall receive unemployment benefits in accordance with the unemployment insurance plan administered by the Michigan Employment Security Commission under the Michigan Employment Security Act.

11.5: 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 Employee at the last known address by registered mail or certified mail. If an Employee fails to report for work within ten (10) days from the date of mailing of notice of recall, he shall be considered to have quit.

ARTICLE XII
TRANSFERS AND PROMOTIONS

12.1: Transfer of Employees. If an employee is transferred to a position under the County not included in the Sheriff's Office and is thereafter transferred again to a position within the Sheriff's Office, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement, with the exception of the privilege of promotion. Concerning promotions, this transferred employee is treated as a new employee and must begin his "seniority" for promotions from date of transfer, unless his absence was not less than one (1) year and in that event, no seniority would be lost except for the actual period of absence.

12.2: When it is determined by the Sheriff that there is a vacancy in a lieutenant position classification or in a newly created position classification, members of the unit shall be eligible to transfer or to be promoted to said position classification. In the event that after a transfer/promotional process it is determined by the Sheriff that a qualified candidate does not exist in the membership, then the Sheriff may hire someone from outside of the bargaining unit.

12.3: Openings referred to in Section 12.2 will be posted in a conspicuous place in the Sheriff's Office at least seven (7) days prior to filling said opening. All vacancies in the Command staff shall be posted for competitive exam within sixty days of occurrence.

12.4: A testing procedure, which shall consist of a minimum of a written exercise and oral board process, will be used to fill openings by promotion. The process shall be outlined in writing and shall delineate each step of the process and a weighted scoring method for each step of the process. The scoring for each step of the process will be posted after each step is completed. If qualifications are equal, preference shall be given to the most senior employee. The oral board process shall consist of at least one (1) member who is not a member of the Sheriff's Office.

- A. Upon completion of the testing procedure, candidates determined to be eligible for promotion shall be listed in ranking order and promotions shall be made from that list in ranking order. The list shall remain in effect for one (1) year from the posting of the list.

12.5: The minimum requirements for the rank of Lieutenant shall be at least four (4) years law enforcement or corrections experience including one (1) year in a command position.

12.6: Temporary or acting command positions shall not be filled longer than sixty (60) days without following appropriate promotional procedures. This restriction may be waived by mutual agreement of both the Union and the Sheriff.

12.7: If a member of the bargaining unit is promoted or voluntarily transfers to a position outside the bargaining unit, he or she shall retain bargaining unit seniority in his or her highest bargaining unit-covered rank, or the next highest existing rank in the bargaining unit. If the Sheriff does not wish to retain the member in the non-covered position, the member shall be returned to the highest previously held rank in the bargaining unit, or the next highest existing rank within the bargaining unit in the event that the previously held position does not then exist as part of the unit. When this occurs, this supersedes Article XI.

- A. If an employee returns to a position within the bargaining unit, he/she shall receive their accrued bargaining unit seniority minus the time they were outside the bargaining unit.

ARTICLE XIII HOLIDAYS

13.1: Employees covered by this Agreement shall receive the following legal holidays or parts hereof, of any other day proclaimed in writing as a county holiday by a duly constituted authority, during which the public offices of the County are closed, and be provided the time off work:

Members of the Bargaining Unit, who are compensated for overtime, who work a legal holiday shall be granted triple time (double time plus regular holiday pay) during the regular eight hour shift and 2-1/2 times the hourly rate for overtime.

New Year's Day (1/1)
Martin Luther King Day (Monday most continuous to January 15)
Washington's Birthday (Third Monday in February)
Good Friday (12 – 3pm)
Memorial Day (Last Monday in May)
July 4th
Labor Day (First Monday in September)
Columbus Day
Veterans' Day (November 11)
Thanksgiving Day (Fourth Thursday in November)

Day after Thanksgiving (Fourth Friday in November)
Christmas Day (12/25)
Employee's Birthday

13.2: Employees scheduled to work on a holiday, the day preceding a holiday, and/or the day following a holiday must report for 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.

ARTICLE XIV
VACATION

14.1: Vacation Leave. Employees covered by this Agreement shall be allowed vacation leave with pay in accordance with the following schedule:

First year	12 days
1-5 years	15 days
6-10 years	18 days
11-15 years	21 days
16+ years	24 days

14.2: 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.

14.3: 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.

14.4: The Sheriff shall keep records of vacation allowances and shall schedule vacation leaves in accordance with the following:

- A. Vacation sign up for the entire year will be at a designated time in the preceding December. First round for selection of two-week vacation period shall be by classification seniority. After completion of the first round, the remainder of vacation time may be used in periods of not less than one week. The selection will also be based on seniority. A member may elect not to sign up for an additional vacation at this time and select his vacation at a later date, notifying the Employer at least two (2) weeks in advance if such slot is available. Less than two (2) weeks notice shall be given consideration if requested and a slot is available.
- B. Vacation time may be granted in one (1) day increments to employees 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.
- C. Employees will be encouraged to take vacations throughout the year.

14.5: 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 times the amount of annual vacation to which he is entitled. If the amount accrued vacation exceeds three times the amount of the annual vacation to which the person is entitled on December 31 of each year, any accrued days beyond three times the annual amount shall be paid for at the rate of seventy-five (75%) percent and those days shall be lost and forfeited.

14.6: If a regular payday 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. An employee must make a

request through his supervisor to the Payroll Section, in writing, two (2) weeks in advance before leaving, if he desires to receive it in advance.

**ARTICLE XV
PERSONAL LEAVE**

15.1: Employees with forty-eight (48) hours notice can take a personal leave day. Personal leave cannot be denied except on contractual holidays, or if another employee on same day within a division is off on a personal leave day. Personal leave days are non-cumulative. Employees shall have five (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 sick leave will not count against an employee for sick leave use, or the incentive program. An employee may not take more than two (2) personal days in a one month period.

**ARTICLE XVI
SICK LEAVE**

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

16.2: 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 will be converted to vacation days at the rate of one vacation day per one sick day. For use as sick time, there shall be unlimited accumulation. There shall be no pay whatsoever for these excess days.

16.3: Employees absent from work on legal holiday during sick leave, vacation, for disability arising from injuries sustained in the course of their employment, or on special leave of absence with pay shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though they were employed, subject, however, to the maximum limitation herein provided.

16.4: An employee eligible for sick leave with pay may use such sick leave, upon approval of his department head, for absence, subject, however, to the maximum limitation herein provided.

- A. Due to personal illness, dental care, or physical incapacity caused by factors over which the employee has no reasonable control.
- B. 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.
- C. 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).
- D. Due to lost time not covered by compensation if employee is injured on the job.

16.5: A physician's certificate of the employee's inability to work, or inability to return to work may be required;

- A. If it is necessary to be absent on sick leave.
- B. When an employee is ready to return to work following a prolonged absence.

- C. For any sick leave requests in excess of three consecutive days, the sheriff may designate a physician to examine the sick or injured member and submit directly to the Sheriff.

16.6: When an employee finds it necessary to be absent for any reason, he shall cause the facts to be reported to his department as soon as possible, and where a relief employee is required, 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.

16.7: Employees who have been asked to act as pall-bearers may take sick leave to perform this service. Such use of sick leave is not to exceed one day.

16.8: 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-hour increments.

16.9: 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.

16.10: Sick leave will not be charged for absence caused by accident or illness whereby Workers' Compensation Insurance payments are received by the employee.

16.11: 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.

16.12: Attendance Correction Process. This process will apply only to "the employee who demonstrates chronic absentee behavior." It is "remedial rather than punitive in nature" and its aim is rehabilitation. No action will be taken under this program until an employee has experienced his/her fourth "occurrence" within 12 consecutive months. An occurrence is defined as each single day of absence or consecutive days of absence for any reason except the following: vacation, jury duty, approved military leave, bereavement, approved union business, personal leave of absence and personal days, disciplinary layoff and compensatory days.

The program aims to minimize the need for corrective action, and as such, provides that workers will be given timely and accurate feedback with regard to their attendance status. Moreover, since the objective is rehabilitation, the employer will take into consideration pertinent information before assessing any disciplinary penalty, and retains the latitude to repeat steps if such action is appropriate.

<u>Step</u>	<u>Occurrence</u> (in excess of three)	<u>Action</u>
1	First	Warning - written reprimand
2	Second	Reprimand + 1 day off
3	Third	Reprimand + 1 week off
4	Fourth	Reprimand + 2 weeks off
5	Fifth	Release - Incompatible for employment

16.13: 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 January 1 to June 30, and July 1 to December 31. This benefit is retroactive to the effective date of this Agreement.

16.14: Fitness for Duty. 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.

ARTICLE XVII ABSENCE

17.1: 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 employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

17.2: 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 number of men affected in order that there shall be no disruption of the Sheriff's operation due to lack of available employees.

17.3: 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.

17.4: 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 service, 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 therefrom. 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 but shall not serve to interrupt continuous service. All absences without leave in excess of two work days shall be deducted from and shall interrupt continuity of service for the purpose of this section.

ARTICLE XVIII BEREAVEMENT LEAVE

18.1: 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, 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 pall-bearers 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 1 employees per each of the three 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.

**ARTICLE XIX
MILITARY SERVICE**

19.1: Reinstatement of Seniority Employees. Any Employee who enters into active service in the Armed Forces of the United States, upon the termination of such service, shall be offered re-employment in his previous position or a 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.

19.2: Probationary Employees. A probationary Employee who enters the Armed Forces and meets the foregoing requirements, must have completed his probationary period, and upon completing it, will have seniority equal to the time he spent in the Armed Forces, plus six (6) months.

19.3: 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 or 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.

19.4: Pay Supplement. Upon receipt of **Leave & Earnings Statement** by the mobilized employee, the following supplement shall be implemented:

- A. 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.
- B. 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.
- C. 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 XX
WORKERS' COMPENSATION

20.1: 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 Workers' Compensation protection for all employees.

- A. Each employee will be covered by the applicable Worker's Compensation laws and the employer further agrees that an employee eligible for Workers' Compensation will receive, in addition to his Workers' Compensation, an amount to be paid by the employer sufficient to make up the difference between Workers' Compensation and his regular weekly income, for a period not to exceed one (1) year.
- B. An employee on Workers' Compensation for a period longer than one (1) year will be allowed to utilize any accrued sick leave or vacation on the same basis as (a) above, to supplement his Workers' Compensation, in an amount sufficient to maintain his regular weekly income until said benefits are exhausted.
- C. 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 wages or benefits.

ARTICLE XXI
WAGES

21.1: Attached hereto, and marked Schedule "A" is a schedule showing the classification and wage rates of the employees covered by this Agreement. It is mutually agreed that said Schedule "A", and the contents thereof shall constitute a part of this Agreement.

21.2: Starting Rate on Initial Employment. Original appointment to any position shall normally be made at the base rate and advancement from the base rate (step 1) to the maximum rate within a salary range shall be successive steps as set forth in Schedule "A". 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.

21.3: 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 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.

21.4: After initial appointment to a position, the first six months of service in the position shall be considered the period of probation.

ARTICLE XXII
LONGEVITY

22.1: Longevity Increases. Employees covered by this Agreement shall be paid longevity pay as set forth in Appendix A.

22.2: Longevity will be rolled in to employee's wages and paid bi-weekly on all earnings.

ARTICLE XXIII
WORK SCHEDULE

23.1: Work Week and Schedule. In general, the workweek will include five days work, two days off in a week starting on Sunday and ending Saturday.

23.2: Each Division Commander, in agreement with the union, may offer alternative scheduling to meet the operational needs of that division. Schedules will remain in effect for four (4) month periods, beginning the 1st full pay period of January, May and September.

23.3: Shift Preference. Shift preference for Sergeants, Shift Lieutenants, and Dispatch Supervisors shall be by seniority with the exception of assignment to Dexter Village, Manchester Village, Superior Township, Traffic Services, and Detective Bureau. The Employer and Union agree that other assignment positions requiring specific talents, personality or expertise, similar to the above specified assignments, may develop during the life of this Agreement and that the Sheriff may appoint Sergeants and/or Shift Lieutenants to the Specialty Assignment(s) without bid by seniority. Appointments will be neither arbitrary nor capricious and the selection process and justification for the appointment will be documented.

23.4: Pay Period. All employees covered by this Agreement shall be paid in full bi-weekly. 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.

23.5: Pay Advance. If a regular payday falls during an employee's vacation and he is to be on vacation for two weeks or longer, he will be entitled to receive that check in advance before going on vacation. An employee must make a request to the payroll office for his check two (2) weeks before the payday he expects to receive the check if he desires to receive it in advance.

23.6: Exchange Time. Members of the Bargaining Unit shall be permitted to exchange time, with other members of the same classification, provided such request for change is in writing, and notification made to a supervisor at least twenty-four (24) hours prior to such request. The Employee agreeing to work the affected shift in such exchange shall be responsible for reporting to the assigned shifts.

ARTICLE XXIV
OVERTIME

24.1: Overtime. 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.

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

ARTICLE XXV
CALL-IN

25.1: Minimum 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 he shall be paid overtime for exact hours or portion thereof worked.

25.2: 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:

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

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.

25.3: Daylight Savings Time:

- A. In those situations in which the employee is scheduled and works nine (9) hours, the employee will be compensated for the additional hourly rate pursuant to the terms of the collective bargaining agreement.
- B. In the event the employee is scheduled to work seven (7) hours, the County will revise the employee's work schedule so that the employee works eight (8) hours.

**ARTICLE XXVI
COMPENSATORY TIME**

26.1: With the exception of those members who have accumulated compensatory time in excess of 480 hours as of January 1, 2000, members of the bargaining unit shall be allowed to accumulate a compensatory time bank of no more than four hundred and eighty (480) hours. Time accumulated shall be carried over from one (1) calendar year to the next.

26.2: In the event any member of the bargaining unit has compensatory time in excess of the maximum accumulation as of January 1, 2000, they will not be allowed to accumulate additional compensatory time until they are below their January 1, 2000 cap. All members of the bargaining unit, effective January 1, 2000, who have accumulated in excess of 480 hours of compensatory time will be capped at the amount in their compensatory time banks at that time. If an employee utilizes compensatory time, they may be allowed to earn and accrue time up to their January 1, 2000 designated cap. As such, for these members only, the capped amount, above 480 hours, will be included in determining Final Average Compensation (FAC). For those employees at or below the 480 hour cap as of January 1, 2000, their FAC will include all accrued compensatory time.

26.3: Compensatory time shall be granted to employees 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.

26.4: Employees shall be given the opportunity to take accumulated compensatory time off. 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 for the period November through March of each year. Such drawings shall take place during the month of September. 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.

**ARTICLE XXVII
PENSION**

27.1 There are two Pension Plans in effect. The Washtenaw County Employees Retirement System (WCERS) as set forth in the current retirement by-laws and the municipal Employees Retirement System (MERS) as defined by the MERS Pension System.

27.2 The unit may select one representative to sit on each program's pension planning committee. The representative must be a member of that pension system.

27.3 Past Police Service. An employee may receive additional service credit by purchasing up to six years of past police and/or corrections service prior to employment for Washtenaw County. The employee shall be responsible for the full cost of such.

WCERS

- A. Effective January 1, 2000, Final Average Compensation (FAC) will be based on the 3 highest of the last 10 years of service.
 - a. The 3 years to be used in FAC are **not necessarily consecutive**.
 - b. The period to be used as **a year of annual compensation shall be a 12-month consecutive window**. Months shall be viewed as whole months (e.g., the first day of the month to the last day of the month ... January 1 – January 31). As such, individuals may select 3 different 12-month consecutive windows.
 - c. The **cutoff to be utilized shall be monthly**. Therefore, regardless of how many days are worked in the final month, this month shall be considered a whole compensation month (e.g., if you retire on January 9, the entire month of January, up to and including January 31, shall be considered a compensation month).
- B. Employees must retire at age seventy (70) unless an extension of service is granted.
- C. Any employee who leaves and has eight (8) years of service credit may leave his/her pension contributions in the fund and begin drawing pension benefits at age sixty (60).
- D. Disability Retirement. In the event an employee is disabled because of a duty-connected injury, that employee shall receive a disability retirement of seventy-five (75%) percent of final average compensation, less workers' compensation payments. To be eligible for duty disability retirement the medical director must certify that the employee is eligible. If there is a dispute, the employee may obtain a report from a medical doctor of the employee's choice at the employee's expense. If a dispute still exists, a final resolution, binding on both parties, shall be a report of a third (3rd) doctor chosen by the first two (2) physicians. The report shall be in writing to the Employer and the Union and will be binding on both parties. The cost of this report will be paid by the retirement system.
- E. In the event employment with the Employer is severed for any reason before an employee qualified for retirement benefits, a refund of all contributions made by the employee, plus interest compounded annually, will be made on request.
- F. The Employer agrees to pay for two thousand (\$2,000) dollars of life insurance for employees retiring.
- G. WCERS Retirement benefits are based on salary and length of service, being equal to two and one-half (2 ½%) percent of final average compensation times number of years of service upon retirement. The result of this computation is the amount of annual retirement benefits.
- H. To be eligible for normal retirement benefits an employee must obtain twenty (20) years of service or at age fifty-five (55) with ten (10) years of service.
- I. The Employer will pay the full premium for medical insurance, in effect for employees, for the retiree and dependents, until such time as the retiree shall become eligible for Medicare and then the Employer shall pay the premium for Blue Cross and Blue Shield Medicare

Supplement. The retiree shall not be eligible for this coverage if they or their dependents have available coverage by any other source. At the time a retiree submits application for this coverage and each year thereafter, s/he must certify that such other coverage is not available.

- J. Deductions are made each payday for deposit to the WCERS Retirement Plan. Deductions start at the beginning of the employee's service with the Employer and equal seven (7) percent of his/her annual compensation. The Employer also contributes each year in an amount determined actuarially to assure that the retirement fund is adequately funded.
- K. Computations of retirement benefits will be determined in accordance with the Letter of Understanding dated 1/7/2000 and attached to this contract as Appendix B.

MERS

- 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.
 - 1. Date of Ratification Reduce employee contributions to MERS by .83%
 - 2. 1/1/2009 Reduce employee contributions to MERS by .83%
 - 3. 1/1/2010 Cap employee contribution to MERS at 8%
 - 4. 1/1/2012 Pension Multiplier Re-Opener
- 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. For employees hired 1/1/09 and thereafter, there shall be tiered retiree healthcare eligibility / premium share commensurate with years of service. For each year of service, employees shall be credited with 5% employer contribution toward retiree healthcare.
- 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.

VEBA

- A. The Union agrees that the Employer may redirect the employees pension contribution to the VEBA Trust Fund as long as the pension system is 100% funded according to the County's Actuary.
- B. In the event the pension system becomes under 100% funded, the Employer shall notify and meet with the Union to discuss the employee's contribution.
- C. If the parties can not agree on how the employee's contribution should be designated the dispute will be subject to binding arbitration.
- D. Retiree Healthcare Contributions (VEBA):

1/1/2010 Employees shall contribute .5% toward retiree healthcare
1/1/2011 Employees shall contribute an additional .5% for a total of 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 retirees, 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 XXVIII
EQUIPMENT, ACCIDENT AND REPORTS

28.1: 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.

28.2: 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.

28.3: 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.

28.4: 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.

28.5: When the occasion arises where an employee gives written report on forms in use by the Employer of a vehicle being in an unsafe operating condition, and received no consideration from the Employer, he shall take the matter up with the officers of the Union who will take the matter up with the Sheriff.

ARTICLE XXIX
LOSS OR DAMAGE

29.1: Uniforms or equipment damaged in the line of duty will be replaced by the Department without charge against an officer's allowances provided the damaged equipment is turned in to the Department.

ARTICLE XXX
INSURANCE

30.1 Active Employee Healthcare – Effective 1/1/09

Washtenaw County Flexible Benefits Program. Under flexible 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. Flexible Credits. Each employee in the Flexible Benefits program is allocated flexible benefits credits which can be "spent" on their benefit selections. The credits are equal in value to the costs of the CORE Plan Benefits (identified under Benefit Options in **BOLD**). Benefits credits will differ from employee to employee as life insurance and long-term disability costs will vary according to employee age and salary amounts. Credits are adjusted accordingly but will be sufficient to obtain the CORE Plan Benefits.

Credits do not equal the actual dollar value of providing the current benefits. However, amounts under the "price" may be converted into dollars if there are any unexpended funds. These additional credits could be used to buy higher-level benefits in the other categories, can be put into one of the flexible spending accounts (HCRA or DCRA), or converted to cash. If an employee chooses benefits that exceed their credit allotment, deductions would be taken bi-weekly through the payroll system.

- B. Benefit Options.

1. Medical

- a. Blue Cross/Blue Shield Traditional program - \$50/\$100 annual deductible (MM50).
- b. Blue Cross/Blue Shield Comprehensive Master Medical -- \$250 annual deductible (CMM250). A program similar to the Blue Cross/Blue Shield Traditional program, however, requiring co-pay on all services and a lower reimbursement rate.
- c. **Blue Cross/Blue Shield Community Blue PPO1 (preferred provider organization) -- This option provides coverage with a \$10 co-pay for most medical services when preferred providers are chosen. When a provider is chosen outside the network, members are subject to a deductible and co-pay and in certain instances no coverage.**

The CORE plan for employees hired 1/1/09 and beyond will be tiered as follows:

First 3 years of employment	PPO10
Years 4-7 of employment	PPO2
Years 8+	PPO1

- d. No medical insurance (waiver) - available only if accompanied by proof of coverage from either the insurance carrier or the employer providing the coverage.

2. Dental

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

3. Life Insurance
 - a. **One (1) times salary up to \$50,000.**
 - b. Two (2) times salary up to \$100,000.
 - c. Three (3) times salary up to \$150,000.
 - d. Four (4) times salary up to \$200,000.
 - e. Five (5) times salary up to \$250,000.
 - f. Six (6) times salary up to \$300,000.

 4. Long-Term Disability
 - a. **50% of salary after 180-day eligibility period - \$2,500 monthly maximum.**
 - b. 50% of salary after 90-day eligibility period - \$2,500 monthly maximum.
 - c. 60% of salary after 90-day eligibility period - \$3,500 monthly maximum.
 - d. 66% of salary after 90-day eligibility period - \$3,500 monthly maximum.

 5. Vision Care Plan - Optional - 100% paid by the employee

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

 6. 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.

 - a. Health Care (HCRA) - the maximum HCRA per year is \$3,000 deducted in biweekly installments.
 - b. Dependent Care Reimbursement Account (DCRA) - the maximum DCRA per year is \$5,000 deducted in biweekly installments.
- C. **Enrollment.** All flexible benefits employees must re-enroll every year in the Fall. At that time, they will be provided with the following:
1. Flexible Benefits Manual which explains all of the details on the various benefit plans offered.
 2. Enrollment Form listing the credits allocated to each employee and the costs of their benefit plan, and
 3. Any other pertinent materials referring to the benefit options.

30.2 **Retiree Healthcare – for employees hired 1/1/09 and thereafter.**

There shall be tiered retiree healthcare eligibility / premium share commensurate with years of service. For each year of service, employees shall be credited with 5% employer contribution toward retiree healthcare.

ARTICLE XXXI
BONDS AND LIABILITY INSURANCE

31.1: 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.

31.2: 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 in similar classifications.

31.3: 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.

31.4: The Employer shall provide false arrest insurance in the amount of \$100,000 per person and \$300,000 per occurrence for all employees covered under this Agreement.

ARTICLE XXXII
GENERAL

33.1: 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 related to a bona fide 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 racial, religious and nationality groups. The County shall take steps to assure that employment assignments and promotions are given on an equal non-discriminatory basis. Membership in the Union shall be open to every employee covered by this contract on a non-discriminatory basis.

33.2: 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.

33.3: Provision for 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.

33.4: County and Departmental Rules. The County or the department may provide Personnel Rules for use in the County or in the department. In any conflict between the County or departmental 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 any new department Personnel Rules.

33.5: 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.

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

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

33.8: Ypsilanti Township Special Incentive. 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 January 1, 2000 (i.e., the first stipend will be paid after one year (January 1, 2001)) based on the following year schedule:

- a. 1st year anniversary date \$500
- b. 2nd year anniversary date \$750
- c. 3rd year anniversary date and any successive years anniversary dates \$1000

The Sheriff may call a special conference at the sole discretion of the Sheriff to discuss issues pertaining to the Sheriff Office police services in Ypsilanti Township. The Sheriff may request a representative from the Township of Ypsilanti to participate in the special conferences. Local union officers requested to participate by the Sheriff in attendance outside of their normally regularly shift hours will be paid at the appropriate overtime rate.

33.9: Take Home Vehicles. Take Home Vehicles will be provided to any bargaining unit member subject to being on call. Members at the rank of Lieutenant are considered to be on call, as well as the SRP Sergeant and Detective Bureau Sergeant.

ARTICLE XXXIV BULLETIN BOARD

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

ARTICLE XXXV SEPARABILITY AND SAVINGS CLAUSE

35.1: 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 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.

35.2: 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.

35.3: It is agreed that the provisions of this section shall not apply to inadvertent or good faith errors 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.

35.4: This Agreement shall supersede any rules and regulations inconsistent herewith.

ARTICLE XXXVI
DURATION OF AGREEMENT

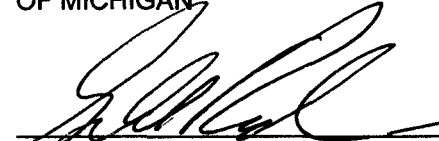
36.1: These agreements including economic items, shall be in full force and effect from January 1, 2008 to and including December 31, 2012, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either 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.

36.2: 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.

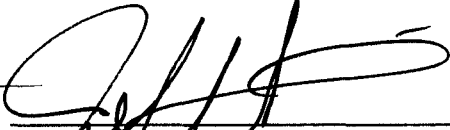
36.3: The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law.

IN WITNESS WHEREOF the parties hereto have hereunto set their hand and seals the day and year first above written.

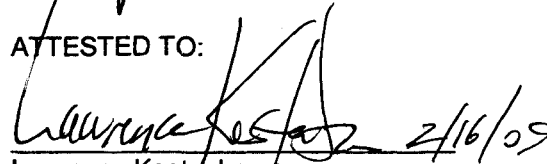
COMMAND OFFICERS ASSOCIATION
OF MICHIGAN


Gerald Radovic, Business Agent

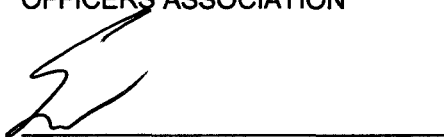
WASHTENAW COUNTY


Jeff Irwin, Chair
Washtenaw County Board of Commissioners

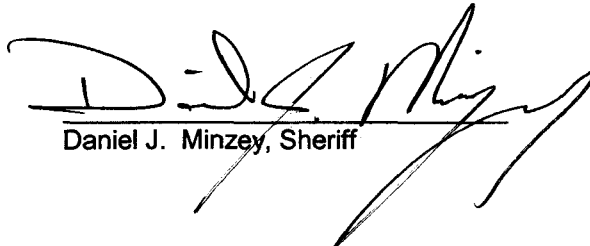
ATTESTED TO:


Lawrence Kestenbaum
Washtenaw County Clerk / Register of Deeds

WASHTENAW COUNTY COMMAND
OFFICERS ASSOCIATION


Eric Kunath, President
Command Officers Association of Michigan

OFFICE OF THE SHERIFF


Daniel J. Minzey, Sheriff

APPENDIX A
1/1/08 - 12/31/12

Wages:

	<u>Sergeant</u>		<u>1st Lieutenant</u>
	<u>Start</u>	<u>Top</u>	
1/1/08 (0%)	\$61,346	\$66,685	\$73,341
1/1/09 (.5%)	\$61,653	\$67,018	\$74,110
1/1/10 (2%)	\$62,886	\$69,042	\$76,348
1/1/11 (2%)	\$64,144	\$71,127	\$78,654
1/1/12	Wage Reopener		Wage Reopener

	<u>Dispatch Operations</u>	
	<u>Start (1)</u>	<u>(2)</u>
1/1/08 (0%)	\$60,538	\$64,351
1/1/09 (.5%)	\$60,841	\$64,673
1/1/10 (2%)	\$62,058	\$66,626
1/1/11 (2%)	\$63,299	\$67,959
1/1/12	Wage Reopener	

Clothing & Maintenance Allowance - Effective January 1, 2009, Sergeants, Lieutenants and other supervisors will be paid a clothing and maintenance allowance of fifteen hundred (\$1,500) dollars. Payment in full shall be made in January of each year and will be included in final average compensation for retirement purposes. Those employees that do not currently receive a uniform allowance shall be paid \$100.

Shift differential compensation to be paid at \$.45 (45 cents) per hour for all hours worked between 6pm and 6am.

Longevity Pay:

- 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.

Educational Incentive:

- 1% - Associates Degree
- 3% - Bachelors Degree
- 4% - Masters Degree

Weapons Allowance:

Sergeants and Lieutenants 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, these personnel must successfully qualify each year prior to December 31st of the previous year.

1/1/2009	\$600 per employee
1/1/2010	\$600 per employee
1/1/2011	\$650 per employee
1/1/2012	\$650 per employee

APPENDIX B
WCERS RETIREMENT ISSUES DEFINED (LOU dated 1/7/2000)

I. DECLARATION OF FINAL DAY OF WORK (DATE OF RETIREMENT).

- A. If a person retires BEFORE the 10th of the month.
1. They receive a retirement check for that month.
 2. The month is NOT credited as a Service Month for retirement purposes.
 3. The month CAN NOT be chosen as part of one of the three years used for the computation of FAC.
 4. Any pay that is received during this month, or after the date of retirement, is added back to the last month where Service Credit is given (normally the month prior). If the monies paid during this month, or after the date of retirement, are qualified earnings for retirement purposes, they will be treated as though they were earned during the last month for which Service Credit was given. This does not include any payouts for accrued comp time or qualified vacation time (up to one year of earned vacation time) which are always added into the person's FAC.
- B. If a person retires ON or AFTER the 10th of the month.
1. The entire month is credited as a Service Credit month for the purpose of retirement.
 2. The person will NOT receive a retirement check for the month and will receive their first retirement check the following month.
 3. The entire month is a Service Credit month and therefore qualifies to be elected as a part of one of the three years used to compute FAC.
 4. All pay that is received during the month is considered as earnings for that month. If the earnings for the month are qualified monies for retirement, they will be used in computing the FAC, only if the month is elected as part of one of the three years used in computing FAC.
 5. Any pay that is received, after the date of retirement (including into the next month(s)), will be added back into this final Service Credit month. Any of these earnings that are qualified monies for the purpose of retirement, will be used in computing the FAC, as long as this final Service Month is elected as part of one of the three years used in computing FAC.
 6. The treatment of monies earned or assigned to this final Service Month, does not include treatment of any payouts for accrued comp time or qualified vacation time (up to one year of earned vacation time). Accrued comp time and qualified vacation time are always added into the employee's FAC regardless of whether or not the person elects their final Service Credit month as part of one of the three years used to determine FAC.

II. SICK TIME INCENTIVE

- A. Assumptions:
1. the retiree has a "full" vacation bank (i.e. 3 times annual allowance)
 2. the retiree has in excess of 120 days of sick time
- B. If a person declares prior to Dec 31 of a given calendar year that they wish to convert their excess sick time to vacation time:
1. They will have the sick time in excess of 120 days (960 hours) converted 1 for 1 to Vacation days up to the amount they request or the maximum amount available for conversion, whichever applies.
 2. After the end of the calendar year, it will be determined how much time the employee has in excess of three times their annual amount of vacation.
 3. They will then be paid at a rate of 75% for any vacation time that is in excess of 3 times their annual amount of vacation.

4. The payoff of the excess vacation days will be part of regular earnings and therefore will have taxes withheld and the appropriate retirement percentage will also be withheld.
 5. The payoff will be part of gross income for the year in which it is paid.
 6. If the month in which the payment is made to the employee is elected as part of one of the three years chosen to compute FAC, the payoff will be included in computing the person's FAC.
 7. If the month in which the payment is made is NOT chosen as part of one of the three years chosen to compute FAC, the payment will NOT be included as part of the FAC.
 8. These payments are NOT attributable to the year in which the declaration was made or attributable to the year in which the time was earned. Credit for the payments is only given to the month in which the monies are paid to the employee.
- C. If the person chooses to wait until declaring their retirement date to request that the excess sick time be converted to vacation time:
1. They will have the sick time in excess of 120 days (960 hours) converted 1 for 1 to Vacation days up to the amount they request or the maximum amount available for conversion, whichever applies.
 2. It will then be determined how much total vacation time the person has in their bank, including the converted sick time.
 3. The entire amount of vacation time will be paid off at 100% of its value.
 4. The payoff will be taxed but the appropriate percentage of retirement will NOT be withheld from the payment.
 5. This payment will NOT become part of qualified income for purposes of retirement and it will NOT be added into the person's FAC, even if the month in which the payment is made is chosen as part of one of the three years chosen to compute FAC.
 6. The payment is not attributed to the month or year in which the declaration is made for the purpose of computing FAC.
 7. If the payment is made after the date of retirement, the payment will NOT be attributed to the last month worked for purposes of computing FAC.
- D. If a person fails to request that excess sick time be converted to vacation time
1. The excess sick time will not be automatically converted to vacation time.
 2. Sick time up to 120 days will be paid off at a rate of 50% .
 3. The excess sick time (over 120 days) shall be forfeited with no further payment.
 4. The payment will not be attributable toward FAC.

III. **PROCESS FOR REQUESTING EXCESS SICK TIME BE CONVERTED TO VACATION TIME**

- A. The request can be made at any time of the year to convert excess sick time into vacation time at a rate of 1 for 1.
- B. The employee must notify the Sheriff's Office Business Office in writing of their request to convert excess sick time to vacation time.
- C. The request must be signed by the employee.
- D. A copy of the request shall be FAXed or E-mailed to Payroll.
 1. **The date that Payroll receives the request shall be considered the official date for conversion.**
 2. Payroll shall confirm with the employee via email receipt of the request.
- E. Vacation time in excess of the three times the annual accrual shall only be paid off after December 31 of any given year or upon retirement of the employee.
- F. The notification to the Sheriff's Office Business Office must be made prior to the end of

the year to be paid out in the following year.

IV. VACATION TIME

- A. Only one year of accrued vacation time is attributable toward FAC.
- B. Excess vacation time is paid off at a 100% rate but is NOT attributable toward FAC.
- C. The excess time will NOT be added into the last Service Credit month's pay for consideration as part of FAC even if the month is elected as apart of one of the three years used to compute FAC.

V. COMPENSATORY TIME

- A. All compensation time is paid off at 100% upon retirement.
- B. The full amount of the payoff is attributable to FAC.

VI. UNIFORM ALLOWANCE

- A. Prior to 1/1/2000 the Uniform and Maintenance Allowance has been a taxable item, but no taxes or retirement was withheld from the payment of this allowance.
- B. Prior to 1/1/2000 the Uniform and Maintenance Allowance did not qualify to be applied toward FAC and the payments were disqualified from the months in which they were paid.
- C. As of 1/1/2000 payments of the Uniform and Maintenance Allowance are having taxes and retirement withheld from the gross amount of the payments.
- D. The payments of the Uniform and Maintenance Allowance are being made as part of the first check of January and the first check of July of each year. The payments in January and July each represent half of the annual total Uniform and Maintenance Allowance.
- E. As a result the Uniform and Maintenance Allowance payments now become funds that are eligible to be included in the employee's FAC.
- F. To have the Uniform and Maintenance Allowance payments considered in computation of the FAC the employee must:
 - 1. elect the month(s) in which the payment was made as part of one of the years that will be used to compute their FAC.
- G. Payments of Uniform and Maintenance Allowance may only be prorated upon retirement if the employee at hiring signed a Letter of Understanding that the Uniform and Maintenance Allowance would in fact be pro rated if the employee left employment prior to the end of a calendar year.

VII. EDUCATIONAL INCENTIVE

- A. Educational incentive is based upon salary.
- B. The Educational Incentives are paid to the employee at the beginning of the year and have taxes and retirement withheld.
- C. The Educational Incentive are eligible to become part of the employee's FAC assuming that the employee:
 - 1. elect the month(s) in which the payments are made as part of one of the years that will be used to compute their FAC.
- D. Payments of Educational Incentive may only be prorated upon retirement if the employee at hiring signed a Letter of Understanding that the Educational Incentive would in fact be pro rated if the employee left employment prior to the end of a calendar year.

VIII. RETRO PAYMENTS

- A. Retro Payments are sporadic in their nature and are paid shortly after they are awarded.
- B. Retro Payments are NOT applied to either year or month in which they are earned.
- C. The Retro Payments are applied to the month in which they are paid for purposes of FAC. If the employee is already retired, the retro payment is attributable to the final Service Credit Month.
- D. Both taxes and retirement are withheld from Retro Payments if the payment(s).
- E. The payments are eligible to become part of the employee's FAC assuming that the

employee:

1. elect the month(s) in which the payments are made as part of one of the years that will be used to compute their FAC.

DEFINITIONS

Service Credit Month: A month which was worked and applied toward retirement. This requires that the person worked at least to the 10th of the month when "Service Credit" is given for the month. For purpose of retirement the person earns 1/12th of the annual multiplier (2.5%) for retirement accrual.

FAC: Abbreviation for "Final Average Compensation"

This document shall serve as the guidelines for computation of Final Average Compensation for members of the Command Officers Association who are members of the Washtenaw County Employees' Retirement system.