

4092

12/31/97

AGREEMENT

Between

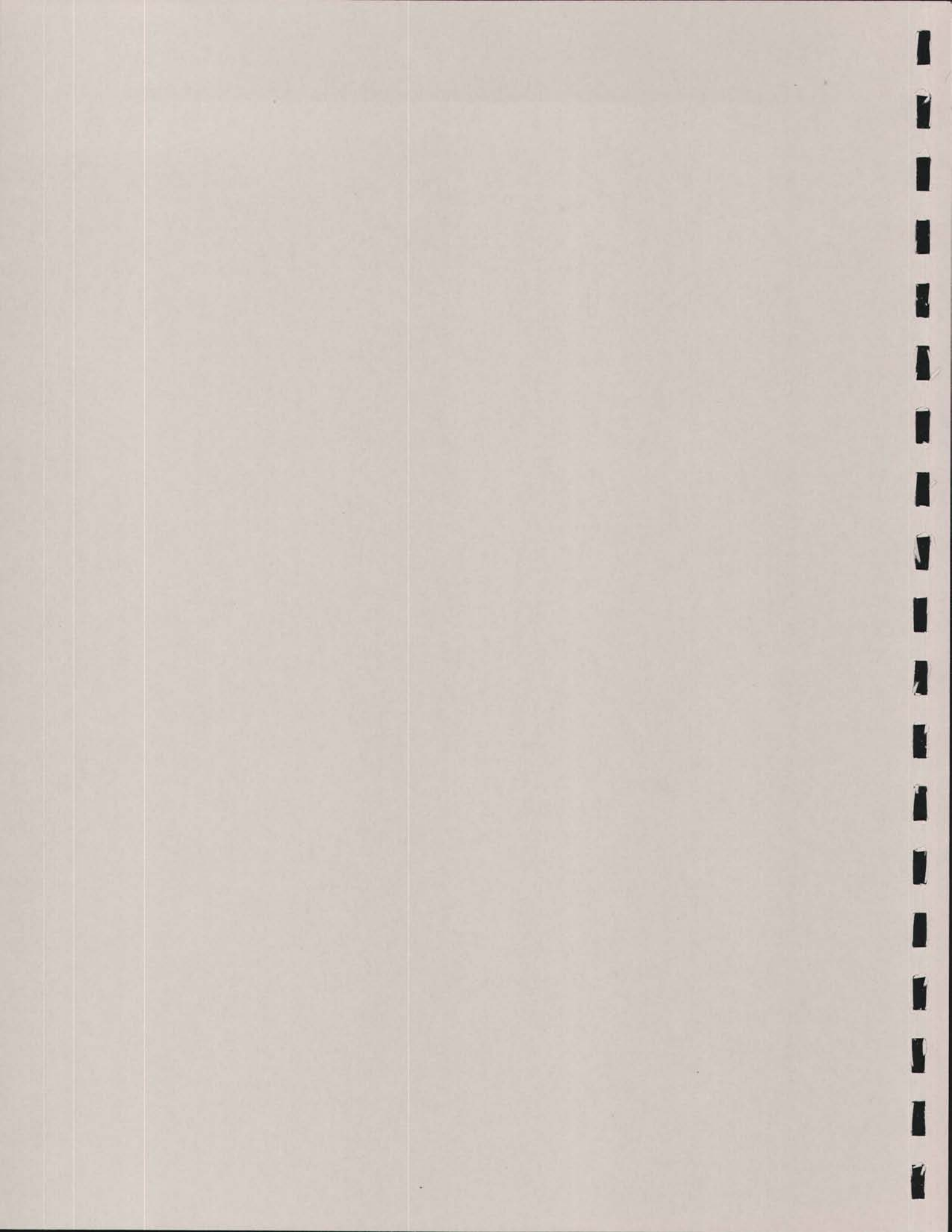
COUNTY OF WASHTENAW

and

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

Effective January 1, 1994 to December 31, 1997

*Washtenaw County*



AGREEMENT

This Agreement, made and entered into this 3<sup>rd</sup> day of February, 1994, 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 Department, 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 Department  
Command officers set forth in Schedule 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, provided, however, that the Union presents to the Employer authorizations signed by such employee allowing such deductions and payments to the Union.

DUES CHECKOFF CARD

Date \_\_\_\_\_

PAYROLL DEDUCTION AUTHORIZATION  
ATTENTION: PAYROLL DEPARTMENT

FOR THE: \_\_\_\_\_  
(Print Name of Employer)

BY: \_\_\_\_\_  
(Last Name) (First Name) (Middle)

EFFECTIVE: \_\_\_\_\_, 19\_\_\_\_.  
(Next Payroll)

I hereby request and authorize you to deduct from my earnings at least once each month, an amount established by the Union as monthly dues/service fees. The amount deducted shall be paid to:

COMMAND OFFICERS ASSOCIATION OF MICHIGAN - COAM  
28815 W. Eight Mile Road, Suite 103, Livonia, Michigan 48152

SIGNATURE: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
Number Street City Zip

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 Department. 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 Department.

3.3: Stewards and alternates have no authority to take any action interrupting the efficient operation of the Sheriff's Department 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 Department 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 work day.

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 insure 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 Department 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 Department personnel to read, view, have a copy of, or in any way peruse in whole or in part, a member of the Union's Sheriff's 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 Department 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 Department 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 Department 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 shall 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 both the Union and the Employee, 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 officers notice of the grievance. In no event shall any such adjustment be contrary to or inconsistent with the terms of any agreement between the Employer and the Union.

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: Statements. During the preliminary/investigative stage where disciplinary action may result against the member, the member shall not be required to respond concerning an alleged offense until she/he has had an opportunity to consult with representation. The member shall be informed of this option. Before any charges are filed against a member she/he shall be given an opportunity to state his/her position and shall offer any evidence immediately available to the investigating officer.

8.2: Charge(s). If the incident is not settled, the charge(s) shall be reduced to writing by the commanding officer and copies shall be furnished to the steward and the member against whom the charge(s) is brought. Such charge(s) shall cite the specific section(s) of rules and regulations and/or appropriate law or ordinance which the member is alleged to have violated.

8.3: Hearing. The member shall also be informed that a hearing, if she/he wishes one, will be held before the Sheriff or his representative not less than five (5) calendar days (unless waived by the officer against whom charges have been made) nor more than ten (10) calendar days from the presentation of the formal charges to the accused member. The Sheriff shall render his decision within seven (7) calendar days. If the decision is unsatisfactory to the Union, the Union may appeal the matter to grievance arbitration.

8.4: Notice of Discipline or Discharge. The employee shall sign a copy of the discipline with the understanding that said signing does not necessarily constitute acceptance thereof. Notice shall be given to the Union by the Employer of any discipline or discharge within forty-eight (48) hours of the invocation of such discipline or discharge. The notice will normally be delivered to the steward or alternate. If neither are at work, a telegram to the Union headquarters shall be sufficient notice.

8.5: Representation. At all stages of the disciplinary procedure a member, against whom charges have been made, may be represented by a steward, union officer, or attorney.

8.6: 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.

8.7: Verbal Reprimand. The procedure as outlined above shall be applicable in all disciplinary proceedings except for verbal reprimands, which are exempt from the provisions of this Agreement.

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 Departmental hearing 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 an officer of taking one of the actions described above until the investigation is complete. Such reassignment shall be without prejudice.

8.10: Special Inactivation. If any member shoots, while in the line of duty, another person killing that person, that member will be inactivated receiving full pay and benefits for a period of three (3) days except during periods of emergency. During the three (3) days, the employee must make himself available for investigative purposes.

8.11: If a member is suspended for disciplinary action, he shall not receive pay, however, he shall receive all other County benefits.

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 two distinct divisions: the corrections division and the enforcement division. However,

those members hired on or before January 1, 1973 shall have seniority in both divisions.

- 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.
- D. The seniority list on the date of this Agreement will show the names, job titles, length of service in Department, and date of rank of all applicable employees of the Department entitled to seniority.
- E. The Employer will keep the seniority list up to date at all times and will provide the Union with up-to-date copies at least every six (6) months.

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. 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 quarter commencing the first of each January, April, July and October.
- C. 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.

11.2: In the event of a reduction in force in the Sheriff's Department, 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.
- 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 Department and is thereafter transferred again to a position within the Department, 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 first or a second lieutenants 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 unless the Sheriff determines that it is necessary to hire someone from outside of the bargaining unit.

12.3: Openings referred to in Section 2 will be posted in a conspicuous place in the Sheriff's Department 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 will be used to fill openings either by transfer or promotion. If qualifications are equal, preference shall be given to the most senior employee.

12.5: The minimum requirements for the rank of 1st 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 staff.

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 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.

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)  
Memorial Day (Last Monday in May)  
July 4th  
Labor Day (First Monday in September)  
Columbus Day (effective 10/1/95)  
Veterans' Day (November 11)  
Thanksgiving Day (Fourth Thursday in November)  
Day after Thanksgiving (Fourth Friday in November)  
Christmas Day (12/25)

13.2: If the holidays as declared by the County are different from the legal holidays, detectives and administrative personnel will observe the County holidays rather than the legal holidays.

13.3: 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 at the rate of one (1) work day for each month of continuous service.



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: Employees will receive the following vacation:

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

14.4: 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.

14.5: 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 April. First round for selection of two-week vacation period by 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 six (6) weeks in advance.
- B. Employees will be encouraged to take vacations throughout the year.

14.6: 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.

14.7: If a regular pay day falls during an employee's vacation and he is to be on vacation for two weeks or longer, he may request to receive that check in advance before going on vacation. 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 the same shift within a division is off on a personal leave day. Personal leave days are non-cumulative. Effective upon ratification, employees shall have two (2) personal leave days available, with one (1) day to be deducted from an employee's sick leave bank upon employee request. The use of sick leave will not count against an employee for sick leave use, or the incentive program.

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-half day.

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.

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 therefor 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 Department 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  
FUNERAL 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.

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.

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 granted an annual flat rate longevity payment on their anniversary date as set forth in Schedule A.

22.2: Longevity will be rolled in to employee's wages and paid bi-weekly on all earnings. Employees whose anniversary date falls on or between January 1, 1992 and January 31, 1992 will still receive the lump sum longevity payment. For said employees and all employees whose anniversary date falls on or before December 31, 1991 the longevity lump sum for the period between the anniversary date and February 1, 1992 will be paid on the employee's next anniversary date, or upon termination of employment with the County, whichever comes first.

[Example #1: Anniversary date January 1 - lump sum longevity check on (or about) January 1, 1991; longevity roll-in February 1, 1992; lump sum check for January 1, 1992 through January 31, 1992 paid in January 1993.  
Example #2: Anniversary date March 1 - longevity roll-in February 1, 1992; lump sum check for March 1, 1991 through January 31, 1992 (11 mos.) paid in March 1993.]

ARTICLE XXIII  
HOURS OF WORK

23.1: Work Week and Schedule. Two different shift schedules are available:

- A. Five days work, two days off in a week starting on Sunday and ending Saturday.
- B. Monthly schedule with nine days off except February, April, September and November when officers receive eight days off.

23.2: Each division will have the opportunity to decide, by vote, which schedule they wish to work. Once a decision is made, that schedule will remain in effect for twelve (12) months, or to the expiration of the contract unless there is a mutual agreement between the Union and the Sheriff to change the schedule.



23.3: Shift Preference. Shift preference for Sergeants and Shift Lieutenants shall be by seniority with the exception of assignment to Dexter Village, Manchester Village, Superior Township, Communications, Traffic Services, Detective Bureau and Support Services. 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, provided such positions are similar to, and consistent in concept with, the above specified assignments. 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. Not more than seven (7) days shall be held from a regular employee. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose, upon request of individual employees or Union representatives.

23.5: Pay Advance. If a regular pay day 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 Controller's Office for his check two (2) weeks before the pay day he expects to receive the check if he desires to receive it in advance.

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: Members of the bargaining unit who engage in underwater diving for rescue or investigative purposes (excluding practice diving), SOT assignment, Hostage Negotiations Team, Helicopter Pilot or passenger shall be paid at a double time rate for a minimum of two hour call back whenever so assigned.

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: Compensatory time shall be granted to employees who make their request seventy-two (72) hours prior to the day desired off, further provided, there is more than one (1) employee assigned to a car crew as is established at the present time. Jail Security personnel shall be granted their request provided one (1) correction officer is assigned to a floor in addition to one (1) female officer per shift at the jail.

26.2: 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.

26.3: Additional time may be requested by employees and granted, provided such time would not result in replacing such employees on an overtime basis. The decision of the employer in denying a request shall not be arbitrary or capricious. An employee may not take more than one (1) compensatory day per week under Section 1. Exceptions may be made.

ARTICLE XXVII  
PENSION

27.1: The Washtenaw County Pension Plan presently in effect will continue with the amendments agreed upon as part of the tentative agreement for the 1982-1983 contract. The major provisions of the amended Plan for this bargaining unit are as follows:

27.2: Deductions are made each pay day for deposit to the Employees Retirement Plan. Deductions start at the beginning of the employee's service with the Employer and equal three (3) percent of the first four thousand two hundred (\$4,200) dollars of his/her annual compensation and five (5) percent of the portion of his/her annual compensation in excess of four thousand two hundred (\$4,200) dollars. The Employer also contributes each year in an amount determined actuarially to assure that the retirement fund is adequately funded.

27.3: Benefits are based on salary and length of service, being equal to two (2) percent of final average compensation times the number of years of service upon retirement, with a maximum of 75% of final average compensation as set forth in the Retirement By Laws. The result of this computation is the amount of annual retirement benefit.

27.4: Final Average Compensation is the average of the compensation paid the employee by the Employer during the period of five (5) consecutive years of service which produces the highest average. The five (5) consecutive years must be within the employee's last ten (10) years of credited service.

27.5: To be eligible for normal benefits an employee must reach age fifty (50) with twenty-five (25) years service or age sixty (60) with five (5) years service. An employee may retire at age fifty-five (55) with five (5) years service at a reduced benefit.

27.6: Employees must retire at age seventy (70) unless an extension of service is granted.

27.7: 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).

27.8: 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.

27.9: In the event employment with the Employer is severed for any reason before an employee qualifies for retirement benefits, a refund of all contributions made by the employee, plus interest compounded annually, will be made on request.

27.10: The Employer agrees to pay two thousand (\$2,000) dollars of life insurance for employees retiring.

27.11: When a retiree reaches age 55, 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. To be eligible for such coverage 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, she/he must certify that such other coverage is not available.

27.12: Benefits are based on salary and length of service, being equal to two and one-half (2-1/2%) percent of final average compensation times number of years of service upon retirement, with a maximum of seventy-five (75%) percent of final average compensation as set forth in the Retirement By-Laws. The result of this computation is the amount of annual retirement benefits. The two and one-half (2-1/2%) percent factor will remain in effect until the social security eligibility date (age 62) at which time the factor will be reduced to two (2%) percent.

27.13: 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.

27.14: Employee's contribution to the pension plan will be five (5%) percent of payroll.

27.15: For all employees not currently covered under the Defined Contribution Pension Plan and participating in the County's Money Purchase Plan (MPPP), the parties agree that all contributions made to the MPPP on behalf of the employee and employer shall be rolled over into the Michigan Employees Retirement System on or about October, 1995. The employee's past contributions and earnings to the MPPP plan shall be recorded as contribution to MERS and shall be governed by the rules of MERS as an employee contribution. These employees will be covered by the MERS pension plan B-3 (2.25 multiplier) with the F-50 waiver. In addition, 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 except that the employee shall continue to contribute 5% into this pension plan. All new hires will be covered by the MERS plan.

27.16: Since all current unit employees are in the County's defined benefit pension plan and are therefore ineligible to participate in the Michigan Employees Retirement System (MERS), there will be a one-time cash payment of \$400.00 per employee to offset any benefits other employees may enjoy as a result of participation in MERS.

27.17: All newly hired unit employees will be eligible to participate in MERS only and will be subject to the terms and conditions of MERS.

27.18: The unit may select one representative, who is a member of the defined benefit program, to sit on the County pension planning committee.

27.19: Upon retirement with twenty (20) years of service or at age fifty-five (55) with ten (10) years of service, 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. To be eligible for such coverage the retiree shall not be eligible for this coverage if they or their spouse have available equal coverage by any other source. At the time a retiree submits application for this coverage and each thereafter, she/he must certify that such other coverage is not available.

27.20: 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.

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  
HEALTH AND LIFE INSURANCE

30.1: Medical and Life Insurance. Existing County paid Hospitalization Insurance and Life Insurance shall be continued by the County. Effective as soon as the contract between Blue Cross and the County can become effective, Master Medical coverage shall be added. The Employer agrees to pay the full premium for Delta Dental insurance which shall include Class I and Class II benefits at a fifty percent (50%) basis at a maximum of five hundred dollars (\$500) per year. The County will add a \$2.00 prescription co-pay rider with Blue Cross-Blue Shield. Effective upon ratification by both parties, the \$2.00 co-pay will be raised to a \$5.00 co-pay. The County will pay the full premium for the following dental benefits: 100% treatment costs for Preventive Diagnostic (except radiograph) and emergency palliative (Class I) services and 50% of

the balance of Class I benefits paid by Delta and 50% of the treatment costs paid by Delta on Class II benefits, with a \$750 maximum per person per contract year, plus orthodontic benefits at 50% of treatment costs on Class III (orthodontic) benefits, with a \$600 lifetime maximum per person.

30.2: The Washtenaw County flexible fringe benefit (Appendix B) plan shall be made available to all members of the bargaining unit. Once the plan is implemented, all members of the unit shall participate in the plan. All employees shall receive sufficient credits to fully provide the medical, dental and life insurance benefits currently in effect for members of this unit. In addition, employees shall receive credits sufficient to provide the basic long-term disability insurance available in the program.

30.3: The County will establish a pre-tax payment plan allowing employees to purchase health care benefits from pre-tax dollars.

30.4: After ratification by the Employer and the Union, new hires shall receive the same medical plan with additional rates of CMM-250.

30.5: Optical Plan. Employees wishing to be covered by the Blue Cross/Blue Shield optical plan may do so at the employee's cost at the group rate plan and will be eligible to purchase this plan from pre-tax dollars.

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  
CREDIT UNION

32.1: The Employer agrees to deduct from each Employee, who so authorizes it in writing, a specified sum each and every payroll and to pay this sum to the Great Lakes Federal Savings or the Ann Arbor Credit Union not less frequently than monthly. The employee may revoke at any time this authorization and assignment by filing with the Employer and the Credit Union, a statement in writing that he does not wish the Employer to continue making such deductions, provided that such revocation shall not be in effect for ten (10) days from the date it is received by both the Employer and the Credit Union.

ARTICLE XXXIII  
GENERAL

33.1: Discrimination. No persons employed by the County nor applicants for County employment shall be discriminated against because of race, religion, sex, creed, color, or national origin. 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.

ARTICLE XXXIV  
BULLETIN BOARD

34.1: Bulletin Boards. The Employer will provide bulletin boards in the Sheriff's Department 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

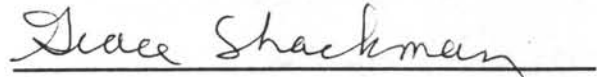
36.1: This Agreement and each and every appendix, addendum, etc., shall remain in full force and effect from the date of execution until December 31, 1997, and then, all its provisions shall continue thereafter until amended or modified by subsequent collective bargaining between the parties. Either party may serve written notice upon the other of its desire to so modify or amend ninety (90) days prior to the expiration date. In such event the parties shall commence negotiations immediately on such proposed amendments for a succeeding contract.

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

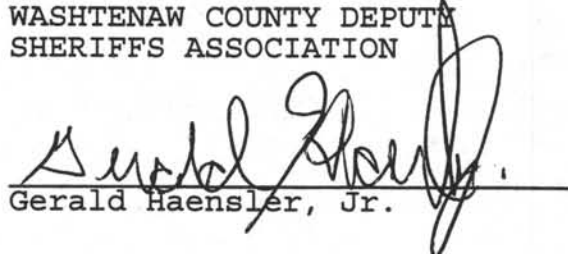
POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

  
Gerald Radovic  
Business Agent

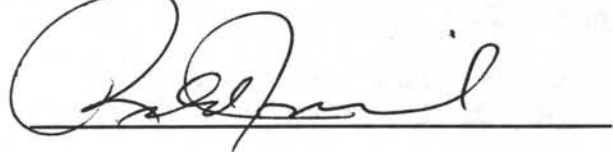
WASHTENAW COUNTY BOARD OF  
COMMISSIONERS

  
\_\_\_\_\_


WASHTENAW COUNTY DEPUTY  
SHERIFFS ASSOCIATION

  
Gerald Haensler, Jr.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WASHTENAW COUNTY SHERIFF'S  
DEPARTMENT

  
\_\_\_\_\_

ATTESTED TO:

  
Peggy M. Haines (Date) 2-8-96  
County Clerk/Register

APPENDIX A  
 1/1/94 - 12/31/97

WAGES:

	<u>SERGEANT</u>		<u>2ND LIEUTENANT</u>	<u>1ST LIEUTENANT</u>
	<u>Start</u>	<u>Top</u>		
7/1/94	\$41,151	\$44,695	\$45,966	\$49,164
1/1/95	\$41,974	\$45,594	\$46,883	\$50,149
1/1/96	\$42,806	\$46,509	\$47,819	\$51,147
7/1/96	\$43,659	\$47,445	\$48,776	\$52,166
1/1/97	\$44,533	\$48,402	\$49,754	\$53,206
7/1/97	\$45,864	\$49,858	\$51,251	\$54,808

Uniform Allowance - \$500.00 (may be used for any uniform or equipment item allowable in the line of duty).

Uniform Allowance of \$350.00 will be paid; semi-annual payment of \$175.00 on January 1 and \$175.00 on July 1 to all classifications.

Shift differential compensation to be paid at 20¢ per hour.

	<u>Records Supervisor</u>	<u>Communications Supervisor</u>
7/1/94	\$35,736	\$44,695
1/1/95	\$36,442	\$45,589
1/1/96	\$37,170	\$46,501
7/1/96	\$37,918	\$47,431
1/1/97	\$38,667	\$48,379
7/1/97	\$39,832	\$49,830

Longevity Pay:

After One Year at Top Step . . . . .	2%
After Ten Years . . . . .	4%
After Twelve Years . . . . .	6%
After Fifteen Years . . . . .	8%
After Twenty Years . . . . .	10%

Educational Incentive:

- 1% - Associates Degree
- 2% - Bachelors Degree

APPENDIX B

WASHTENAW COUNTY FLEXIBLE BENEFITS PROGRAM

Washtenaw County offers a flexible benefits program to employee groups which have chosen this option. Under flexible benefits, employees can select their major fringe benefits from a "menu" of options based on his/her personal and family needs. The Washtenaw County Board of Commissioners enacted the flexible fringe benefit program with the provision that a "safety net" of benefits must be given to every employee. These are termed the Core Benefits. Core Benefits include medical, dental, life insurance, and long-term disability insurance. For this reason (as well as insurance carrier requirements) employees must select an option in all of these benefits categories. In addition, beginning in 1992, an optional vision care plan is being offered as well.

The following is an outline of flex benefit options and is not intended to describe all of their features:

I. Medical

- \*A. Traditional Blue Cross/Blue Shield program (currently offered to all County employees).
- B. Comprehensive Master Medical - \$250 annual deductible (CMM250). A program similar to Blue traditional but requiring co-pay on all services and a lower reimbursement rate.
- C. Preferred Provider Organization (PPO). This option provides full reimbursement of most medical expenses when preferred providers are chosen; 85% of reasonable and customary costs with nonparticipating providers (hospitals, physicians, pharmacies, and laboratories). Master Medical services are the same as the traditional plan.
- D. No medical insurance - available only if accompanied by specific documentation of coverage by spousal insurance plan.

II. Dental

- \*A. Delta \$750 annual maximum (current County Dental Plan) with 50% reimbursement on most procedures.
- B. Delta \$1,000 annual maximum - with 80% reimbursement maximum on most procedures.

III. Life Insurance

- \*A. One times salary up to \$50,000.
- B. Two times salary up to \$100,000.
- C. Three times salary up to \$150,000.

IV. Long-Term Disability

- \*A. 50% of salary after 6 months of disability.
- B. 50% of salary after 3 months disability.
- C. 60% of salary after 3 months disability.

V. Optional

Vision Care Plan - fixed reimbursements for frames, lenses and examinations every 24 months.

\* = Core Plan Benefits

In addition to the above fringe benefits options, participating employees may select special reimbursement accounts for both Health Care (HCRA) and Dependent Care (DCRA). 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 may open these accounts to pay for:

1. Eligible medical expenses (generally those costs not paid by Blue Cross/Blue Shield such as annual physicals, well baby care, etc.;
2. Delta Dental expenses (not reimbursed by Delta) or DCRA for child care costs.

The maximum HCRA per year is \$2,000 deducted in biweekly installments; the maximum DCRA account is \$5,000 per year (deducted in biweekly installments). Reimbursement is done on a monthly basis following submission of eligible expenses and documentation of reimbursement by other carriers.

NOTE!! - 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; the IRS further requires that deductions in these costs cannot be changed during the year unless there is a qualifying event which affects family status, such as births, deaths, marriages, loss of employment, etc.; any unexpended funds would default back to the County.

### Flexible Credits

Each employee in the Flexible Benefits program is allocated flexible benefits credits which can be "spent" on the benefits chosen. The credits are equal in value to the costs of the CORE Plan Benefits. Benefits credits will differ from employee to employee because the life insurance and long-term disability costs will vary according to employee age and salary amounts; credits are adjusted accordingly but will always be sufficient to obtain the CORE Plan Benefits. It should be noted that credits do not equal the actual dollar value of providing the current benefits. However, amounts under or over the "price" can be converted into dollars if there are any unexpended funds. Unexpended funds would result if an employee chose a medical plan other than the Blue Cross traditional plan or selected no coverage for that year (upon verification of spousal coverage). 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. For example, employees participating for the full calendar year of 1992 would receive a medical benefit of 1500 credits; if they purchased the Blue Cross traditional plan, they would expend their 1500 credits for it; if they purchased the PPO, it would cost 1150 credits and the employee would have an additional 350 credits to "spend" elsewhere; if the MM250 plan was chosen, it would cost them 800 credits and they would have an additional 700 available; if they had spousal coverage and no medical benefit was selected, they would have an additional 1500 credits to "spend" elsewhere or to convert to a taxable cash payment, paid over the 26 paydays in 1992.

### Enrollment

All flexible benefits employees must re-enroll every year in the fall. At that time, they will be given a Flexible Benefits Manual which explains all of the details on the various benefit plans offered; an Enrollment Handbook, which summarizes the benefits and give step-by-step documentation for enrollment; an enrollment form listing the credits allocated to each employee and the cost of their benefit plan; and any other pertinent materials referring to the benefit options. In addition, flexible benefit employees will receive a quarterly statement of their benefits received in order to assist them in reconciling their credits and costs and, for those participating in the flexible spending accounts, a statement of the amounts paid to the employees as of the statement date.

Further questions on the flexible benefit program should be addressed to Washtenaw County Human Resources Office, Telephone Number (313) 994-2410.

