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

Washtenaw County





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

Effective: January 1, 1995 to December 31, 1997



THIS AGREEMENT, dated January 1, 1995 to December 31, 1997, made and entered into this _____ day of _____, 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 Police Officers Association of Michigan, party of the second part, hereinafter called the Union. For the period of January 1, 1994 through December 31, 1994 the preceding contract continued in effect.

ARTICLE I
PURPOSE AND INTENT

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

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

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

ARTICLE II
RECOGNITION, UNION SECURITY AND DUES

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

All Washtenaw County Sheriff's Department employees set forth in Schedule A.

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

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

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

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

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

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

2.3: The Employer agrees to deduct from the pay of each employee all dues to the POAM and pay such amount deducted to the POAM office to the Treasurer, 28815 W. Eight Mile Road, Suite 103, Livonia, Michigan 48152, provided, however, that the Union presents to the Employer authorizations signed by such employees allowing such deductions and payments to the Union. The Union will supply dues deduction checkoff cards.

2.4: All new permanent full-time employees except clerical personnel shall be probationary employees during the first year of employment. Clerical personnel shall be probationary employees during the first six (6) months of employment. Time spent in the Police Academy shall not be counted toward the probationary period. Probationary employees may be discharged or disciplined without further recourse provided, however, that the employer may not discharge or discipline for the purpose of ending this Agreement or discriminating against union members. After the probationary period, the employee shall be placed on the regular seniority list. If the evaluation reports are unsatisfactory, the probation period may be extended up to sixty (60) days.

2.5: The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any

agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

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

ARTICLE III
WAGES

3.1: 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.

3.2: Starting Rate on Initial Employment. Original appointment to any position shall normally be made at the base rate and advancement from the base rate to the maximum rate within a salary range shall be by successive steps as set forth in 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.

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

3.4: Requirements as to Continuity of Service: Service requirements for advancement within compensation schedules and for other purposes as specified shall include the requirement of continuous services, which means employment in the Washtenaw County Sheriff's 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 and continuous service.

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

ARTICLE IV
LONGEVITY

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

- 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.

ARTICLE V
SCHEDULING

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

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

Each division will have the opportunity to decide, by vote, which schedule they wish to work, unless there is a mutual agreement between the Union and the Sheriff to change the schedule.

B. Shift Preference.

1. After one (1) year of service in the Sheriff's Department, employees may apply for their shift preference provided it will not be detrimental to the operation of the Sheriff's Department. Seniority shall be recognized as a primary consideration for the above request.
2. In granting shift preference, the Employer (at his discretion) shall reserve the right to assure each shift is balanced by assignment of sixty percent (60%) of employees with two (2)

years seniority. All parties agree for the overall improvement of labor and management relations, the president of the Washtenaw County Deputy Sheriffs Association would best be served working the day shift. Therefore, the Police Officers Association of Michigan designated president shall have the highest seniority for shift selection for the purpose of selecting the day shift only.

3. a. Bid Jobs - Corrections Division

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

A numerical list of job's will be utilized to the individual assignments. The numerical list shall identify the job by assignment detail, hours.

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

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

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

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

impact on departmental effectiveness and efficiency.

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

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

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

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

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

<u>JOB NO.</u>	<u>DUTIES/DETAIL</u>	<u>HOURS</u>	<u>LEAVE</u>	<u>PRIORITIES</u>
8	Unit/Cell Block including all units - Booking Central Control & Roving Assistance	7a.m.-3p.m.		
9	Unit/Cell Block including all units - Booking Central Control & Roving Assistance	7a.m.-3p.m.		

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

b. Bid Jobs- Law Enforcement Division Uniform Deputy Sheriff

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

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

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

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

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

Listed below is a sample of a job posting:

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

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

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

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

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

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

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

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

4. Work Schedules

Schedules shall be posted no later than the 15th of the preceding month. After being posted between the 15th of the preceding month and the first of the following month if changes must be made in the schedules, there shall be at least a one-week notice to the affected employee before the change is to become effective.

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

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

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

C. 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 signed by the employees involved, at least twenty-four (24) hours prior to such request. The Employee agreeing to work the affected shift in such change, shall be responsible for reporting to the assigned shifts.

No employee shall be permitted to work two (2) complete shifts consecutively without permission of a Command Officer.

ARTICLE VI
COMPENSATORY TIME

6.1: Compensatory Time:

- A. Employees desiring compensatory time not covered by paragraph 2 of this section shall make their request at least 72 hours in advance. The shift supervisor shall approve or disapprove the request after considering the number of available deputies on the shift during the time requested, the need to fill for overtime, anticipated workload or special events. Denial of a request will not be arbitrary or capricious.
- B. Employees shall be given the opportunity to take accumulated compensatory time off. The Employer shall schedule such compensatory time off in blocks up to one (1) week [five (5) working days] to be drawn on the basis of seniority 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 the date of drawing. Employees entitled to more than five (5) compensatory days off may draw a second block after initial drawing is complete.
- C. Additionally time may be requested by employees and granted, provided such time would not result in replacing such employees on an overtime basis. The decision of the Employer in denying a request shall not be arbitrary or capricious.

ARTICLE VII
OVERTIME

7.1: 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. It is agreed that scheduled overtime will be by unit and will be equalized whenever possible. The Employer shall make payment of overtime worked in the pay period in which it is earned and reported properly by the Employee on carbon forms furnished by the Employer and further provided such overtime was earned and reported two (2) days prior to the ending of the pay period. However, such payment shall be made no later than the following pay period. Overtime slips will be submitted to a supervisor for transmittal to Staff Services at the conclusion of the overtime hours worked, or at the completion of the employee's next regular scheduled shift. Submitted slips shall be receipted to the employee.

7.2: Corrections Overtime

A. Purpose

1. To maintain an adequate staffing level on all shifts.
2. To provide an organized system to consistently rotate overtime in an attempt to equalize.

B. Definitions

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

C. Lists

1. Overtime lists will be maintained and updated by a POAM Corrections Representative.
2. Hospital Guard - sign up at shift bid for a four month period. Must be signed up to be called.
3. There will be two (2) lists by seniority, corrections list and corrections sergeants list. Corrections officers shall be offered all overtime first by seniority. In the event no correction officers are available, the overtime can then be offered to those on the sergeants list by seniority.
4. Restrictions, i.e., "no working Sundays", "no telephone calls between 11:00 p.m. and 7:00 a.m.", etc., can be written by name and can be updated at any time. This could constitute a pass if the time period being hired for falls within the restrictions.
5. If an officer signs up for hospital guard and then can not work it, the overtime slot will be given back to the sergeant to refill at least 24 hours in advance of the shift to be worked. This can be done either in person or by telephone.
6. The sign up list will be kept in the sergeant's office and utilized whenever hospital guard duty becomes available by calling the next up on the list until the overtime slot is filled, always starting with the person below the person who was last called and worked overtime. It should be noted with each telephone call whether the person worked it, refused, or was passed because of restrictions, or because the person would already be working. If there was no answer, the date and time of the call should be noted, and an officer should be passed if they are scheduled for vacation or would be on their birthday at the time of the overtime.
7. At no time will an officer be allowed to call in requesting overtime circumventing the use of the proper overtime list. However, an officer may return a call to a sergeant (if they were not available when the sergeant called them)

but would only be given two slots of what is left, if any.

8. All attempts will be made to supply a hospital guard from on-duty personnel. In the event staffing levels are not sufficient to provide hospital guard it may be necessary to force overtime on an officer getting off duty until the appropriate overtime list be utilized.
9. Forced overtime lists will still be maintained by the sergeants. If an officer is forced but does not want the overtime he/she may find someone else to work it for them, however, the officer being forced would only get credit for the force if they worked the first hour. The person relieving him/her would not get credit for the force. The sergeants will consider the next three people up for force when selecting one for force as in the past.
10. Based on the information at the time, a hospital guard will be posted for the amount of time needed as indicated by medical. Each officer called will be allowed two slots. After the first round of calls any slots left will be posted on the sergeant's door and will be available on a first come first serve basis, two slots at a time.

D. All Other Overtime

1. Sign up at shift bid for a four month period.
2. Must be signed up to be called.
3. List by seniority - corrections officers only.
4. Restrictions may be indicated next to name and may be updated at any time.
5. If an officer signs up to work overtime and then cannot work it, the overtime slot will be given back to the sergeant to refill at least 24 hours in advance of the shift to be worked. This can be done either in person or by telephone.
6. The sign up list shall be maintained in the sergeant's office, however, the sergeant may delegate the calling to another officer so long as the appropriate notations are made on the

list. The list shall be utilized by calling the person under the last person who worked when called, continuing down the list eventually going back up to the top of the list and so forth.

7. At no time will an officer be allowed to call in requesting overtime circumventing the use of the proper overtime list. However, an officer may return a call to a sergeant (if they were not available when the sergeant called them) but would only be given two slots of what is left, if any.
8. Each officer called will be allowed two slots of overtime during the first round of calls. If there are any slots left, the remaining slots will be posted on the sergeant's door and available on a first come first serve basis, two slots at a time.
9. In the event the overtime is not known 24 hours in advance, such as a sick call for the next shift, the sergeant will then announce the overtime to the shift on duty, keeping in mind that not all officers will be able to leave their work assignment to sign up, then if no one on duty wants the overtime the sergeant may have to force an officer from the next three in line to be forced. Forced overtime will work as in the past. If the officer being forced does not want the overtime he/she may find someone to work it for them. However, they would only get credit for the force if they work the first hour.

ARTICLE VIII HOLIDAYS

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

- A. 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 eight hour shift and 2 1/2 times the hourly rate for overtime.

New Year's Day (1/1)
Martin Luther King Day (Third Monday in January)
Washington's Birthday (Third Monday in February)
Good Friday (12-3 p.m.)
Memorial Day (Last Monday in May)
July 4th
Labor Day (First Monday in September)
Columbus Day (Second Monday in October)
Veterans' Day (November 11)
Thanksgiving Day (Fourth Thursday in November)
Christmas Day (12/25)
An Employee's Birthday

Effective January 1, 1992, Lincoln's Birthday will be eliminated and the day following Thanksgiving Day shall be added.

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.

Employees scheduled to work on a holiday, and/or the day following a holiday must report to work according to their schedule or be on an authorized absence which began not in excess of thirty (30) days prior to the holiday in order to receive credit for the holiday. If a holiday falls on an employee's regular leave day, he will receive an extra leave day that month.

ARTICLE IX
VACATIONS

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

- A. An employee shall not accrue vacation leave during the probationary period. Upon completion of said probationary period and employee shall be credited with one (1) day of vacation for each month of continuous service dating from employment.
- B. Employees who have completed five (5), twelve (12), and fifteen (15) years of continuous service with the County shall be granted fifteen (15), eighteen (18), and twenty-one (21) working days vacation leave per annum based on 1-1/4, 1-1/2, and 1-3/4 days per month accrual respectively.

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Effective January 1, 1995 to December 31, 1997
SIGNATURE COPY

C. The vacation schedule shall be as follows:

<u>Years of Service</u>	<u>Vacation Accumulation Per Month</u>
1 - 4	1.0
5 - 11	1.25
12 - 14	1.5
15 and Over	1.75

Effective July 1, 1991 the following vacation increase will be in effect.

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

- D. Absence on account of sickness, off the job injury, or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee and within the discretion of the Sheriff, be charged against vacation leave allowance.
- E. The Sheriff shall keep records of vacation leave allowances and shall schedule vacation leaves in accordance with the following:
1. Vacation sign up for the entire year will be at a designated time in December of the preceding year. The selections will be for one or two week period(s) by seniority except those employees with twelve (12) or more years seniority may select a three week vacation period. The employer will discuss with the Union the number of employees to be off on the vacations throughout the year and shall take into consideration fully any request made for revisions in the vacation schedule.
 2. Employees will be encouraged to take vacations throughout the year.
 3. Vacation sign up shall be by assignment. If an employee is reassigned, a new selection process will be instituted.
 4. Vacation utilization. The parties recognize that the unique character of the law enforcement mission requires as its first

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

- F. Employees shall be encouraged to take yearly vacations and in no case shall an employee be allowed to accrue, at any one time, more than three (3) times the amount of annual vacation to which he/she is entitled. Vacation time accrued above the maximum limit on December 31 of each year will be forfeited. For December 31, 1986 only, employees with more than three (3) times the amount of annual vacations accrual shall be allowed until July 1, 1987 to take said time and it will not be forfeited on December 31, 1986.
- G. If a regular pay day falls during an employee's vacation and he is to be on vacation for two weeks or longer, he may request to receive that check in advance before going on vacation. Employees must request the check in writing to staff services two (2) weeks prior to the regular pay day they wish to receive the check. Employee's time sheet and vacation slip signed by the supervisor must accompany the request.
- H. If, for convenience of the Sheriff's Department, an employee is required to cancel his vacation, the employee shall have the option of rescheduling his vacation preference to be paid for that number of days so scheduled at the premium rate of pay up to a maximum of ten (10) days. Exceptions to the above may be made in cases of emergency. An emergency shall be defined as an Act of God, which cannot be foreseen by the Employer or an emergency called by the Governor of the State of Michigan, or a major disturbance within the County. An employee may change his vacation in cases of emergency but

this shall not result in the bumping of other scheduled employees.

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

ARTICLE X
SICK LEAVE

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

- A. For payment purposes, unused sick leave may be accumulated up to a maximum of one hundred and twenty (120) days. Sick days beyond the 120 which may be accumulated may be converted to vacation days at the rate of one vacation day per two sick days. For use as sick time, there shall be unlimited accumulation. There shall be no pay whatsoever for these excess days.
- B. Employees absent from work on legal holidays during sick leave, vacation, or disability arising from injuries sustained in the course of their employment, or on special leave of absence as though they were employed with pay shall continue to accumulate sick leave at the regularly prescribed rate during such absence, subject, however, to the maximum limitation herein provided.
- C. An employee eligible for sick leave with pay may use such sick leave, upon approval of his department head, for absence, subject, however, to the maximum limitation herein provided.
1. due to personal illness, dental care, or physical incapacity caused by factors over which the employee has no reasonable control;
 2. due to exposure to contagious disease by which the health of others would be endangered by attendance at work. A physician's statement recommending absence from work shall be requested and submitted;

3. due to illness in immediate family who require the care of the employee for their well being (limited to two days per instance unless additional time is specifically approved by the Sheriff);
 4. due to lost time not covered by compensation if employee is injured on the job.
- D. A physician's certificate of the employee's inability to work, or inability to return to work, may be required:
1. If it is necessary to be absent on sick leave.
 2. When an employee is ready to return to work following a prolonged absence.
 3. For any sick leave requests in excess of three (3) consecutive days, the Sheriff may designate a physician to examine the sick or injured member and submit directly to the Sheriff at no expense to the employee.
- E. When an employee finds it necessary to be absent for any reasons, he shall cause the facts to be reported to his department as soon as possible, such report must be made before the hour to report for work. Failure to do so may be cause for denial of sick leave with pay for the period of absence.
- F. Absence for a fraction or part of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one (1) hour.
- G. Sick leave is provided for protection against loss of income in event of unavoidable absence resulting from illness, injury, or death in the family. Use of sick leave for personal business is not allowed and its use as such may be cause for disciplinary action.
- H. Sick leave will not be charged for absence caused by accident or illness whereby Workers Compensation Insurance payments are received by the employee.
- I. Visits to the employees' homes are unwarranted intrusions into the employee's privacy and are not permissible.

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

10.2: Sick Leave Incentive. Effective January 1, 1994, 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.

ARTICLE XI
LEAVES

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

A. The term "immediate family" as used in this section shall mean spouse, children, brothers, sisters, parents, grandparents, spouse's grandparent, mother-in-law, father-in-law, or legal dependents.

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

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

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

11.4: Personal Leave Day

A. Each employee will receive one (1) personal leave day annually with pay, not deducted from sick or vacation time.

- B. Employees with forty-eight (48) hours notice can take a personal leave day. Personal leave cannot be denied except for contractual holidays, or if another employee on the same shift within 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 the sick leave will not count against an employee for sick leave use, or the incentive program.

ARTICLE XII
SHIFT DIFFERENTIAL

12.1: Shift Differential. For hours worked between 6:00 p.m. and 6:00 a.m. employees will receive a shift differential of 20 cents an hour.

ARTICLE XIII
INSURANCE

13.1: Hospitalization.

- A. The Employer agrees to continue in full force and effect the existing Blue Cross-Blue Shield coverage on behalf of employees qualified for same.
- B. The Employer agrees to pay the full premium for hospitalization-medical coverage for all full-time employees and employees working thirty (30) hours or more, and his/her family, the plan to be Blue Cross-Blue Shield, MVF 1, Master Medical IMB-OB. This coverage shall be applied to all employees covered by the terms of this Agreement.
- C. The Employer agrees to pay the full premium for hospitalization-medical coverage for the employee and his/her family during an employees's absence as a result of any injury, illness, or maternity, for the first six (6) months.
- D. Continue the same benefits with the county paying the full premium for the present benefits and for a \$2.00, co-pay prescription drug rider.

- E. The County will pay the full premium for the following dental benefits:

100% of treatment costs for Preventive, Diagnostic (except Radiographs) and Emergency Palliative (Class I) services and 50% of the balance of Class I benefits paid by Delta and 50% of 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.

- F. Effective upon ratification by both parties:

1. Prescription co-pays shall increase to \$5.00.
2. The County will establish a pre-tax payment plan allowing employees to purchase health care benefits from pre-tax dollars.
3. Newly hired employees shall receive the same medical plan with additional rate of CMM-250.

13.2: 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.

13.3: Life Insurance. The Employer agrees to pay full cost of premiums for Life Insurance for permanent salaried and hourly-rated employees who work thirty (30) hours or more per week. This insurance also provides accidental death and dismemberment coverage. Coverage is effective six (6) months following hire. The amount of Life Insurance is based on one (1) times the annual base salary including longevity payments, but excluding overtime payments, adjusted to the next higher five hundred (500) dollars [if not already a multiple of five hundred (500)].

Examples:

1. All employees earning \$8,000 or less are insured for \$8,000.
2. All employees earning \$8,001 - \$8,500 are insured for \$8,500; \$8,501-\$9,000 for \$9,000; \$9,001-\$9,500 for \$9,500, etc.
3. All employees earning \$30,000 and above are insured for \$30,000.

The Employer agrees to provide a supplemental life insurance program for those employees who are desirous of

participating. Any employee desiring to participate in such supplemental life insurance will be allowed to do so at the employee's expense and the County agrees that the expense for said insurance or the monthly premium may be deducted through payroll deduction upon authorization of the employee.

ARTICLE XIV
SUCCESSOR CLAUSE

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

ARTICLE XV
SENIORITY

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

15.2: Seniority and Seniority Lists:

- A. It is recognized for seniority purposes that there are two distinct divisions; the corrections division and the law enforcement 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 Employee.
- D. The seniority list on the date of this Agreement will show the names, job titles, division, 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.

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

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

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

15.5: Layoffs.

- A. Permanent Employees: The Employer may layoff a permanent Employee when he deems it necessary, by reason of shortage of work or funds, the abolition of the position, material change in the departmental organization, or for other related reasons which are outside the Employee's control and which do not reflect discredit upon the services of the employee. The duties performed by

an Employee laid off may be reassigned within reason to other Employees already working who hold positions in appropriate classes.

- B. Order of Layoff: Layoff of Employees shall be made first by inverse order of their seniority within a position classification within a division. Further, bumping downward, by seniority, will be allowed, into any position classification within a division a person has seniority in, provided, however, those members hired on or before January 1, 1973 shall have seniority in both divisions.
- C. Notice of Layoff: The Sheriff shall give written notice to the Director of Personnel and to the Employees and Union on any proposed layoff. Such notice shall state the reasons therefore and shall be submitted at least two (2) weeks before the effective date thereof.

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

ARTICLE XVI
TRANSFERS AND PROMOTIONS

16.1: Transfers 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, she/he shall have accumulated seniority while working in the position to which she/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 their "seniority" for promotions from date of transfer, unless their absence was less than one (1) year and in that event, no seniority would be lost except for the actual period of absence.

16.2: Promotions.

- A. The language in this Article will be used to govern promotions between the following classifications, except as noted, unless specifically addressed in another section of this Article.

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

- B. The minimum requirements for promotion are as follows:

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

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

- C. The promotional process will include the following components:

Sergeant-Detective	Corrections to Law Enforcement
a. Written Test . . . 47.5%	a. Written Test . . . 44%
b. Oralboard . . . 47.5%	b. Oralboard . . . 44%
c. Seniority* . . . <u>5.0%</u>	c. Certification . . . 02%
	d. Seniority* . . . <u>10%</u>
100.0%	100.0%

- D. Assessment Center. An assessment center selection process may be used in addition to the written test, oral board and seniority. The Employer will test not more than the top ten (10), nor less than the top three (3), candidates, as determined by written test, oral board and seniority. The Union will be given notification of the change in a reasonable period of time. The Union may challenge the change if the Union has just cause to believe the change will result in an arbitrary or capricious selection process. The Union and employer agree to expedite any arbitration in order to facilitate the selection process. The Sheriff will choose for promotion from those "qualified",

except the Sheriff may bypass for cause as defined in section 16.3(G). Employees rated other than "highly qualified" or "qualified" will not be selected.

16.3: For All Promotions

- A. Administrative Review for Promotional Potential: The Sheriff shall take such measures as he feels necessary to evaluate the promotional potential of candidates and reorder the numerical list of candidates formed through the cumulative scores of components (a)-(d) above. Such evaluation will be neither arbitrary nor capricious, and adjustments of the list will be based on just cause.

*Seniority will be determined as follows:

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

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

- B. The maximum number of candidates to be given an oralboard will be twenty-one (21) per test cycle. Selections for oralboards will be based upon the twenty-one (21) highest written test scores.
- C. Should a challenge arise as a result of an adjustment being made in the list based on Section 3e above (Administrative Review), the Union and the Sheriff agree to seek an expedited arbitration settlement.
- D. Once an eligibility list is established pursuant to "C", all promotions will be in numerical order beginning with top position, except as noted in "I".
- E. Testing will be conducted on an "as needed" basis, i.e., when positions are actually available or can be reasonably anticipated within the foreseeable future (90-120 days). The decision of when to test will be made by the employer. Once a testing has been conducted, the resulting eligibility list will remain in effect for twelve months after the day of the last oralboard for promotions from Corrections to Law Enforcement and eighteen (18) months for detective or sergeant testings.

- F. When a position becomes vacant, the Sheriff agrees to promote an individual to that position within ninety (90) days. This section will not be interpreted to mean, however, that the Sheriff relinquishes his right to hold positions vacant or eliminate positions based upon budgetary or other management or operational needs, as further defined in Article XXIX of this agreement.
- G. Once an eligibility list is established pursuant to 16.2 "C", all promotions will be in numerical order, except that the Sheriff reserves the right to withhold promotion and bypass individuals for just cause, such cause including but not limited to a serious violation, or repeated violations, of policy and procedure/rules and regulations, or decline in the quality of work performance. The employee bypassed will be informed of the reasons for this action.

16.4: In the event an employee is promoted or transferred from one classification to another classification within the bargaining unit, and that employee is unable to satisfactorily perform the duties of the new classification within the probationary period, or wishes to rescind his promotion for just causes, the employee shall be returned to his/her previous classification without any loss of seniority within that classification.

16.5: In unit promotions, all current members will be considered for vacancies in higher paid classifications before going outside to hire.

16.6: When an employee is promoted, and subsequently returns, for any reason, to their former classification, they shall return without loss of seniority or benefits.

16.7: All deputies who perform such duties for more than 30 days shall, after such 30 day period, be paid at the detective classification which is set forth in Schedule A.

ARTICLE XVII
GRIEVANCE PROCEDURE

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

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

17.3: Timely Action. Immediate supervisors, commanding officer, and reviewing officers shall consider promptly all grievances presented to them and, within the scope of their authority, take such timely action as is required.

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

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

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

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

Step 3. If the grievance is not satisfactorily settled as a result of this meeting the Steward shall appeal such grievance to the Undersheriff. A meeting shall be had with the Undersheriff, the Steward receiving the original grievance and the aggrieved member and as soon as a mutually agreeable time can be arranged or no later than (10) calendar days and a written decision shall be rendered by the Undersheriff within five (5) days of the meeting.

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

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

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

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

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

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

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

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

ARTICLE XVIII
DISCHARGE AND DISCIPLINE

18.1: Notice of Discharge or Discipline. 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 his superior officer who is rendering such discipline. 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, except as specifically expected herein. 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.

18.2: 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 and copies shall be furnished, if the employee wishes, to the Steward and the member against whom the charges are brought. The Union will receive notice of the final disposition of any disciplinary action. The employee shall sign a copy of the charge with the understanding that said signing does not necessarily constitute acceptance thereof.

18.3: Specific Sections. Such charges shall cite the specific sections of rules and regulations and/or appropriate law or ordinance which the member is alleged to have violated.

18.4: Statements. No member shall be required to make any statements concerning the alleged offense prior to the hearing and the member shall be informed that a hearing, if he wished one, will be held before the Sheriff or his designated representative (not more than two persons) 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.

18.5: 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.

18.6: Trial Board. In any matter where there has been discipline invoked against deputy sheriffs and corrections officers involving the loss of five (5) days or more or its equivalent, the employees may request a Trial Board.

18.7: Composition of Trial Board. The Trial Board shall be made up of four (4) persons as follows: two persons shall be from the same job classification as that person requesting the Trial Board, two persons shall be command officers that are responsible for supervision of persons in the job classification of the disciplined person, and the Undersheriff who shall act as the presiding officer without vote. Members of the Trial Board shall be picked by lot. Each side will be entitled to one preemptory challenge.

18.8: Decision of Trial Board. The Trial Board shall determine by secret ballot (a) whether there was cause for discipline and (b) whether the discipline ordered was of proper severity. The Sheriff shall make the final decision in the matter and shall notify the employee and the Union of it within five (5) days of the Trial Board. If the decision of the Sheriff is unsatisfactory to the Union and the employee, Step 5 of the grievance may be invoked.

18.9: 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.

18.10: 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.

18.11: 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 Trial Board 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.

18.12: Reassignment. The Department may, at its discretion, reassign an officer instead of taking one of the actions described above until the investigation is complete. Such reassignment shall be without prejudice.

18.13: 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.

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.

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.

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

18.15: 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.

If any member is ordered to make an oral statement, he shall comply subject to the receipt of Miranda or Garrity warnings or both and shall be given a reasonable amount of time to act in accordance with such rights.

- C. An Association officer, counsel or both shall have the right to be present at all disciplinary hearings at the request of the member and shall further have the right to be present during all administrative and investigatory proceedings when the investigated officer must be present.
- D. A member shall have the right to have counsel present at any disciplinary proceeding where testimony is given, to have counsel cross-examine all witnesses against the member.
- E. No member shall be prohibited from engaging in political activity, either partisan or non-partisan, except when actually on duty, or while in uniform or while acting in an official capacity as a police officer, except as where allowed by law.
- F. If an employee's disciplinary penalty is simply modified or lessened to the extent that he has a claim for partial back wages during a period of suspension as the result of the modification or the lessening of the penalty, claims for back wages shall be limited to the amount of base wages that the employee otherwise would have earned.

ARTICLE XIX
LIMITATIONS OF AUTHORITY AND LIABILITY

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

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

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

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

19.5: It is the intent of the parties of this Agreement that the grievance procedure herein shall serve as a means for the

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

ARTICLE XX
STEWARDS

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

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

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

20.3: President and Executive Board Members 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 Police Officers Association of Michigan.

20.4: The sheriff recognizes the limitations upon the authority of President and Executive Board Members and their alternates, and shall not hold the Union liable for any unauthorized acts. The Sheriff, in so recognizing such limitations, shall have the authority to impose proper discipline up to and including discharge,

in the event the steward has taken action, slow-down, or work stoppage in violation of law or of this Agreement. President and Executive Board Members shall be permitted reasonable time to investigate, present and process grievances on the premises of the Sheriff's Department without loss of time or pay during his regular working hours. Such time spent in handling grievances during the Sheriff's regular working hours shall be considered working hours in computing overtime if within the regular schedule of the President and Executive Board Members.

ARTICLE XXI
ABSENCE

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

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

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

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

- A. The Employer shall be notified as soon as possible after such medical confirmation or pregnancy is received; such notice shall include estimated date of delivery.
- B. An Employee will not be allowed to return to work after delivery until she has supplied the Employer with a statement from her physician that she is

physically or medically able to return to her duties as a Washtenaw County Employees.

- C. Pregnancy sick leave may commence at any time after the Employee's physician has confirmed the pregnancy. An Employee may continue to work after pregnancy is confirmed so long as her condition, as determined by her physician, permits.
- D. When an Employee has exhausted all her accrued sick leave benefits and is physically unable to return to work, such Employee shall be entitled to a leave of absence without pay, not to exceed six (6) months.
- E. Upon return to work after a Maternity Leave the Employee will be reinstated to the position held immediately prior to the leave.

ARTICLE XXII
PENSION

22.1: 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:

- A. Deductions are made each pay day for deposit to the Employees Retirement Plan. Deductions start at the beginning of an 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.
- B. 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 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 benefit.
- C. 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.

- D. To be eligible for normal benefits an employee must reach age fifty (50) with twenty-five (25) years service at a reduced benefit.
- E. Employees must retire at age seventy (70) unless an extension of service is granted.
- F. 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).
- G. An employee who is injured in the line of duty and is totally and permanently disabled, shall receive a Disability Retirement and shall receive a retirement of seventy-five (75%) percent of final average compensation, less Worker's Compensation payments.
- H. 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.
- I. The Employer agrees to pay for two thousand (\$2,000) dollars of life insurance for employees retiring.
- J. 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, s/he must certify that such other coverage is not available.

22.2: Effective January 1, 1988, for Deputies, Detectives, Corrections Officers, and Communications Officers only, the amendments agreed upon as part of the tentative agreement for the

1986-1988 contract shall be in effect. The major provisions of the amended plan for this bargaining unit are as follows:

- A. 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.
- B. 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.
- C. Employee's contribution to the pension plan will be eight (8%) percent of the first \$4,200 annual compensation plus ten (10%) percent of the portion, if any, of annual compensation in excess of \$4,200.
- D. Existing employees have the option of joining the County Money Purchase Pension Plan (MPP). This plan provides for five (5%) percent employee contribution and five (5%) percent employer contribution. All employees hired after January 1, will be in the MPP.
- E. Upon retirement and 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. 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 year thereafter, she/he must certify that such other coverage is not available.

22.3: Effective and retroactive to July 1, 1991 the employees contributing ten (10%) percent to the pension plan shall have their contribution reduced by 2.5% bringing total employee contribution to 7.5%.

22.4: Effective January 1, 1992 the employees contributing 7.5% to the pension plan shall have their contribution reduced by 2.5% bringing total employee contribution to five (5%) percent.

22.5: MERS Pension. 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 and credit by MERS for past service. 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.

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

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

ARTICLE XXIII
CONTINUING BENEFITS OR DEDUCTIONS

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

ARTICLE XXIV
BONDS AND LIABILITY INSURANCE

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

The primary obligation to procure the bond shall be on the Employer. If the Employer cannot arrange for a bond within ninety (90) days, he must so notify the Employee in writing. Failure to so notify shall relieve the Employee of the bonding

requirement. If proper notice is given, the Employee shall be allowed thirty (30) days from the date of such notice to make his own bonding arrangements; standard premiums only on said bond to be paid by the Employer for bonds applicable to all other of its Employees similar classifications.

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

24.2: The 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 XXV
LOSS OR DAMAGE

25.1: Uniforms, equipment or personal items 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 into the Department and the Undersheriff determines the equipment is not usable due to the damage incurred and if the damage is clearly not the result of negligence on the officer's part. The Undersheriff's determination in this matter is final.

ARTICLE XXVI
EQUIPMENT, ACCIDENTS AND REPORTS

- 26.1: A. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be in violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified, in which case the employee may be subject to discipline up to and including discharge.
- B. The employer shall not require a member of this bargaining unit to use, operate or carry any equipment that is in disrepair, that malfunctions, or is unsafe where such disrepair, malfunction, or unsafe status would impair or endanger.

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

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

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

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

A. Procedural Guideline

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

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

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

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

ARTICLE XXVII
WORKER'S COMPENSATION

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

ARTICLE XXVIII
MILITARY SERVICE

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

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

28.3: Leave of Absence for Veterans.

- A. Employees who are reinstated in accordance with the Universal Military Training act, as amended, and other applicable laws and regulations, may be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable Federal laws in effect on the date of this Agreement.
- B. Employees who are in some branch of the Armed Forces Reserve of the National Guard will be paid

the difference between their reserve pay and their regular pay with the County when they are on full time active duty in the Reserve and National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the normal limit, except the Employer may extend this limit in proper cases.

ARTICLE XXIX
MANAGEMENT RIGHTS AND RESPONSIBILITIES

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

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

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

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

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

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

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

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

29.9: Employees assigned as fatal accident investigators or as marine supervisors shall be paid at the rate of a detective (detective differential).

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

ARTICLE XXX
UNION RIGHTS

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

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

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

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

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

ARTICLE XXXI
GENERAL

31.1: Non-Discrimination. No persons employed by the County nor applicants for the County employment shall be discriminated

against because of race, creed, color, sex, sexual preference, national origin, physical handicap, age, height, weight or marital status (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business). Active efforts shall be made to encourage applicants for the County employment in all departments from all segments of the community, with special emphasis on under-represented or under-utilized minorities. The County shall take steps to assure that employment assignments and promotions are given in an equal, non-discriminatory basis. Membership in the Union shall be open to every employee covered by this contract on a non-discriminatory basis.

31.2: Affirmative Action. Sheriff R.J. Schebil gives his full support to the provisions set forth in Section 1 above, as well as the County's affirmative action plan for recruitment and employment of minority candidates. Further, he affirms his Department's commitment to equal employment opportunity within the Sheriff's Department in all aspects of organizational operations, including recruitment, hiring and promotional practices.

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

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

31.5: County and 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 of any new department Personnel Rules.

31.6: Temporary Assignments. Temporary assignments for the purpose of filling vacancies in positions will be granted to a qualified employee for such job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy. The Sheriff shall determine when a vacancy exists and it shall not include filling in for members on routine vacations, sick or leave days. A qualified employee shall include

all those who are eligible or will be eligible within six (6) months to take the promotional test for the position involved.

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

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

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

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

31.10: Educational Allowance. 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 for his designee.

The Employer shall post a list of schools and training courses which it makes available to department personnel and will offer such schooling and training to a predetermined number of those employees of the bargaining unit who request in writing their desire to attend. Seniority shall be considered in the selection of employees who attend such schooling, and training. The decision of the Employer in his selection shall not be arbitrary or capricious.

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

31.12: Divers, S.O.T. and Hostage Negotiators. Members of the bargaining unit who engage in underwater diving for rescue or investigative purposes (excluding practice diving), S.O.T. assignments or hostage negotiators shall be paid as follows:

- A. on-duty personnel shall be paid at time and one-half.
- B. off-duty personnel shall be compensated at double time for a minimum of two hour call back.

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

- A. The canine must be owned by the County.
- B. The canine is kept properly trained and ready to respond to calls normally performed by canines assigned to police duties.

When possible, canine training will be done during the deputies' regular tour of duty.

31.14: It is agreed that no deputy 50 years of age or older will be ordered on regular or normal road patrol except by mutual agreement or in cases of emergency.

31.15: The Employer agrees that auxiliary officers will not be used at any time to replace certified law enforcement officers or for the purpose of filling allocated positions or for the purpose of avoiding payment of overtime to certified officers.

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

31.17: The Employer agrees to reimburse employees for use of their personal cars while on assignment twenty-three (23) cents per mile.

The Employer further agrees to increase the allowance one (1) additional cent when the cost of low lead regular gas reaches one dollar and thirty-two cents (\$1.32) per gallon for low lead regular gas as an average, using stations within one (1) mile radius of the County Building as the determining factor.

In addition to the above, the Employer agrees to increase the allowance by one (1) cent per mile for each twelve (12) cent rise in the cost per gallon for low lead regular gas, using the same criteria as above for making the adjustment.

It is agreed that the allowance will be reduced in the same manner, but will not reduce below the twenty-three (23¢) cents per mile "floor".

The County of Washtenaw Standardized Travel Regulations Policy shall remain in effect for the life of this contract and a copy of such policy shall be given to any employee upon demand.

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

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

31.20: All employees shall be required to reside within 50 miles of Station 1.

31.21: Job Sharing. One bargaining unit position shall be available for use as a shared position (two [2] employees working one position). To be eligible, must be a full time employee who has completed probation. There will be no more than two (2) people used for one (1) position. All bidding for shifts, vacations, comp time, assignments, etc., shall be based on the seniority of the lowest of the two (2) persons sharing said position. All pay and benefits will be pro-rated to hours worked, and once an employee is in a job sharing position, all future seniority will be pro-rated on hours worked.

ARTICLE XXXII
RESERVE TO REGULAR RATIO

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

ARTICLE XXXIII
PSYCHOLOGICAL COUNSELING AND EVALUATION

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

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

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

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

- D. After evaluation, the doctor shall report in writing to the Employer whether the employee is fit or unfit for duty. If the employee has been found to be fit for full, unrestricted duty, the doctor's report shall only state that the employee is fit for duty, and no further action will be taken. If the employee is found to be unfit for duty the doctor shall forward recommendations for further treatment and the prognosis of return to restricted or unrestricted duty.

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

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

ARTICLE XXXIV
SEPARABILITY AND SAVINGS CLAUSE

34.1: If any article or section of this contract, or of any riders thereto, should be held invalid by operation of law, or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the

application of such article or section to persons of circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union or the Employer for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

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

This Agreement shall supersede any rules and regulations inconsistent herewith.

ARTICLE XXXV
TERMINATION OF AGREEMENT

35.1: These agreements including economic items, shall be in full force and effect from January 1, 1995 to and including December 31, 1997, 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.

33.2: It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to December 31, 1997 or of any subsequent contract year advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement.

33.3: 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.

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

POLICE OFFICERS ASSOCIATION
OF MICHIGAN:

K. E. Grabowski 9-1-95
Kenneth E. Grabowski
Business Agent

WASHTENAW COUNTY

Harry Valentine
Harry Valentine
President

Eugene Smith 9-16-95
Eugene Smith
Vice President

Michael Williams
Mike Williams
Vice President

Lenora Daniels 9-16-95
Lenora Daniels
Secretary

Nancy Mills
Nancy Mills
Treasurer

THE WASHTENAW COUNTY
BOARD OF COMMISSIONERS:

Grace Shackman
Grace Shackman
Chairperson

Ronald J. Schebil
Ronald J. Schebil
Sheriff

Peggy M. Haines
Peggy Haines
County Clerk

		EFFECTIVE JANUARY 1, 1995				
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
DEPUTY DISPATCHER/SHIFT LEADER	2.00%	26,855.09	31,263.83	32,849.59	34,439.32	37,992.45
DETECTIVE	2.00%	27,930.11	32,514.22	34,163.36	35,816.47	39,512.20
CORRECTIONS OFFICER	2.00%	23,571.69	27,874.18	30,727.95	33,241.37	36,969.15
ASS'T DISPATCHER/SHIFT LEADER	2.00%	23,502.66	27,792.54	30,637.95	33,144.02	36,860.87
COMM OPER I	2.00%	20,604.44	22,574.45	23,632.06	24,951.12	27,676.36
Comm Oper I base to increase by \$500.00 each step on 7/1/95						
COURT OFFICER CO. BLD. SECURITY OFFICER	2.00%	18,759.35	21,492.61	23,547.85	24,648.31	25,804.38
ANIMAL CONTROL OFFICER	2.00%	20,604.44	22,574.45	23,632.06	24,951.12	27,676.36
COMMUNITY WORK PROGRAM SUPERVISOR	2.00%	21,491.28	23,546.53	24,649.64	26,025.52	29,156.07
CIVIL PROC. OFF. COMMUNITY WORK PROGRAM COORD	2.00%	28,011.91	32,609.72	34,263.70	35,921.66	39,628.25
PROPERTY CLERK I	2.00%	23,051.18	25,106.64	26,209.63	27,585.51	30,427.67
ACCOUNT CLERK II	2.00%	21,491.28	23,546.53	24,649.64	26,025.52	29,156.07
ACCOUNT CLERK I SECRETARY II	2.00%	20,086.26	23,084.36	24,554.29	25,807.02	27,294.16
DATA ENTRY CLERK	2.00%	18,759.35	21,492.61	23,547.85	24,648.31	25,804.38
SECRETARY I CLERK II	2.00%	18,762.00	20,536.50	22,496.40	23,547.85	24,894.62
CLERK I	2.00%	17,154.36	19,628.06	20,536.50	21,492.61	22,721.52
OFFICE ASSISTANT	2.00%	17,958.12	19,394.28	20,946.72	22,621.56	24,432.06
OFFICE SPECIALIST I	2.00%	19,422.84	20,976.30	22,655.22	24,466.74	26,424.12
OFFICE SPECIALIST II	2.00%	20,286.78	21,909.60	23,662.98	25,555.08	27,600.18

		EFFECTIVE JANUARY 1, 1996				
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
DEPUTY DISPATCHER/SHIFT LEADER	2.00%	27,392.19	31,889.10	33,506.58	35,128.11	38,752.30
DETECTIVE	2.00%	28,488.71	33,164.51	34,846.63	36,532.80	40,302.44
CORRECTIONS OFFICER	2.00%	24,043.12	28,431.67	31,342.51	33,906.20	37,708.53
ASS'T DISPATCHER/SHIFT LEADER	2.00%	23,972.71	28,348.39	31,250.71	33,806.90	37,598.09
COMM OPER I +	\$500.00 2.00%	22,036.08	24,045.94	25,124.70	26,470.14	29,249.89
COURT OFFICER CO. BLD. SECURITY OFFICER	2.00%	19,134.54	21,922.47	24,018.81	25,141.28	26,320.47
ANIMAL CONTROL OFFICER	2.00%	21,016.53	23,025.94	24,104.71	25,450.14	28,229.89
COMMUNITY WORK PROGRAM SUPERVISOR	2.00%	21,921.10	24,017.46	25,142.63	26,546.03	29,739.19
CIVIL PROC. OFF. COMMUNITY WORK PROGRAM COORD	2.00%	28,572.15	33,261.91	34,948.97	36,640.09	40,420.82
PROPERTY CLERK I	2.00%	23,512.21	25,608.77	26,733.83	28,137.22	31,036.22
ACCOUNT CLERK II	2.00%	21,921.10	24,017.46	25,142.63	26,546.03	29,739.19
ACCOUNT CLERK I SECRETARY II	2.00%	20,487.98	23,546.05	25,045.37	26,323.16	27,840.04
DATA ENTRY CLERK	2.00%	19,134.54	21,922.47	24,018.81	25,141.28	26,320.47
SECRETARY I CLERK II	2.00%	19,137.24	20,947.23	22,946.32	24,018.81	25,392.51
CLERK I	2.00%	17,497.45	20,020.63	20,947.23	21,922.47	23,175.95
OFFICE ASSISTANT	2.00%	18,317.28	19,782.17	21,365.65	23,073.99	24,920.70
OFFICE SPECIALIST I	2.00%	19,811.30	21,395.83	23,108.32	24,956.07	26,952.60
OFFICE SPECIALIST II	2.00%	20,692.52	22,347.79	24,136.24	26,066.18	28,152.18

		EFFECTIVE JULY 1, 1996				
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
DEPUTY DISPATCHER/SHIFT LEADER	2.00%	27,940.04	32,526.88	34,176.71	35,830.67	39,527.30
DETECTIVE	2.00%	29,058.49	33,827.80	35,543.56	37,263.46	41,108.46
CORRECTIONS OFFICER	2.00%	24,523.99	29,000.30	31,969.36	34,584.32	38,462.70
ASS'T DISPATCHER/SHIFT LEADER	2.00%	24,452.16	28,915.36	31,875.73	34,483.04	38,350.00
COMM OPER I	2.00%	22,476.80	24,526.86	25,627.19	26,999.54	29,834.80
COURT OFFICER CO. BLD. SECURITY OFFICER	2.00%	19,517.23	22,360.92	24,499.19	25,644.10	26,846.80
ANIMAL CONTROL OFFICER	2.00%	21,436.86	23,486.45	24,586.80	25,959.14	28,794.40
COMMUNITY WORK PROGRAM SUPERVISOR	2.00%	22,359.53	24,497.81	25,645.48	27,076.96	30,333.90
CIVIL PROC. OFF. COMMUNITY WORK PROGRAM COORD	2.00%	29,143.59	33,927.15	35,647.95	37,372.89	41,229.20
PROPERTY CLERK I	2.00%	23,982.45	26,120.95	27,268.50	28,699.97	31,656.90
ACCOUNT CLERK II	2.00%	22,359.53	24,497.81	25,645.48	27,076.96	30,333.90
ACCOUNT CLERK I SECRETARY II	2.00%	20,897.74	24,016.97	25,546.28	26,849.62	28,396.80
DATA ENTRY CLERK	2.00%	19,517.23	22,360.92	24,499.19	25,644.10	26,846.80
SECRETARY I CLERK II	2.00%	19,519.99	21,366.17	23,405.25	24,499.19	25,900.30
CLERK I	2.00%	17,847.40	20,421.04	21,366.17	22,360.92	23,639.40
OFFICE ASSISTANT	2.00%	18,683.63	20,177.81	21,792.97	23,535.47	25,419.10
OFFICE SPECIALIST I	2.00%	20,207.52	21,823.74	23,570.49	25,455.20	27,491.60
OFFICE SPECIALIST II	2.00%	21,106.37	22,794.75	24,618.96	26,587.51	28,715.20

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		EFFECTIVE JANUARY 1, 1997				
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
DEPUTY DISPATCHER/SHIFT LEADER	2.00%	28,498.84	33,177.42	34,860.25	36,547.28	40,317.88
DETECTIVE	2.00%	29,639.66	34,504.35	36,254.43	38,008.73	41,930.66
CORRECTIONS OFFICER	2.00%	25,014.47	29,580.31	32,608.75	35,276.01	39,231.98
ASS'T DISPATCHER/SHIFT LEADER	2.00%	24,941.21	29,493.67	32,513.24	35,172.70	39,117.08
COMM OPER I	2.00%	22,926.34	25,017.40	26,139.74	27,539.53	30,431.58
COURT OFFICER CO. BLD. SECURITY OFFICER	2.00%	19,907.57	22,808.13	24,989.17	26,156.98	27,383.81
ANIMAL CONTROL OFFICER	2.00%	21,865.60	23,956.18	25,078.54	26,478.33	29,370.38
COMMUNITY WORK PROGRAM SUPERVISOR	2.00%	22,806.72	24,987.76	26,158.39	27,618.49	30,940.68
CIVIL PROC. OFF. COMMUNITY WORK PROGRAM COORD	2.00%	29,726.47	34,605.69	36,360.91	38,120.35	42,053.82
PROPERTY CLERK I	2.00%	24,462.10	26,643.36	27,813.87	29,273.97	32,290.08
ACCOUNT CLERK II	2.00%	22,806.72	24,987.76	26,158.39	27,618.49	30,940.68
ACCOUNT CLERK I SECRETARY II	2.00%	21,315.70	24,497.31	26,057.21	27,386.62	28,964.78
DATA ENTRY CLERK	2.00%	19,907.57	22,808.13	24,989.17	26,156.98	27,383.81
SECRETARY I CLERK II	2.00%	19,910.39	21,793.49	23,873.36	24,989.17	26,418.37
CLERK I	2.00%	18,204.34	20,829.46	21,793.49	22,808.13	24,112.28
OFFICE ASSISTANT	2.00%	19,057.30	20,581.37	22,228.83	24,006.18	25,927.50
OFFICE SPECIALIST I	2.00%	20,611.67	22,260.22	24,041.90	25,984.30	28,041.48
OFFICE SPECIALIST II	2.00%	21,528.49	23,250.64	25,111.34	27,119.26	29,289.58

		EFFECTIVE JULY 1, 1997				
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
DEPUTY DISPATCHER/SHIFT LEADER	3.00%	29,353.80	34,172.75	35,906.05	37,643.70	41,527.4
DETECTIVE	3.00%	30,528.84	35,539.49	37,342.06	39,148.99	43,188.5
CORRECTIONS OFFICER	3.00%	25,764.90	30,467.71	33,587.01	36,334.29	40,408.9
ASS'T DISPATCHER/SHIFT LEADER	3.00%	25,689.44	30,378.48	33,488.64	36,227.88	40,290.5
COMM OPER I	3.00%	23,614.13	25,767.92	26,923.93	28,365.72	31,344.5
COURT OFFICER CO. BLD. SECURITY OFFICER	3.00%	20,504.80	23,492.38	25,738.84	26,941.69	28,205.3
ANIMAL CONTROL OFFICER	3.00%	22,521.56	24,674.87	25,830.89	27,272.68	30,251.4
COMMUNITY WORK PROGRAM SUPERVISOR	3.00%	23,490.92	25,737.40	26,943.14	28,447.05	31,868.8
CIVIL PROC. OFF. COMMUNITY WORK PROGRAM COORD	3.00%	30,618.26	35,643.86	37,451.74	39,263.96	43,315.4
PROPERTY CLERK I	3.00%	25,195.96	27,442.66	28,648.29	30,152.19	33,258.7
ACCOUNT CLERK II	3.00%	23,490.92	25,737.40	26,943.14	28,447.05	31,868.8
ACCOUNT CLERK I SECRETARY II	3.00%	21,955.17	25,232.23	26,838.92	28,208.21	29,833.7
DATA ENTRY CLERK	3.00%	20,504.80	23,492.38	25,738.84	26,941.69	28,205.3
SECRETARY I CLERK II	3.00%	20,507.70	22,447.30	24,589.56	25,738.84	27,210.9
CLERK I	3.00%	18,750.47	21,454.34	22,447.30	23,492.38	24,835.6
OFFICE ASSISTANT	3.00%	19,629.02	21,198.81	22,895.69	24,726.37	26,705.3
OFFICE SPECIALIST I	3.00%	21,230.02	22,928.02	24,763.16	26,743.23	28,882.7
OFFICE SPECIALIST II	3.00%	22,174.35	23,948.16	25,864.68	27,932.83	30,168.2

SCHEDULE B
CLOTHING PAYMENTS

	<u>Allowance</u> <u>745-000</u>	<u>Maintenance</u> <u>745-001</u>
Deputies/Detectives	\$400.00	\$350.00
Corrections Officers	\$350.00	\$350.00
Court Officers	\$250.00	\$150.00
Communications Operators	\$250.00	\$100.00
Property Clerk/Animal Control Officers	\$250.00	\$150.00

SCHEDULE C

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

LETTER OF UNDERSTANDING

All parties agree that upon the retirement of Deputy Frank Combs from the Washtenaw County Sheriffs Department, Deputy Combs will be allowed to continue the performance and duties of a polygraph operator for the Washtenaw County Sheriffs Department on a contractual basis. Mr. Combs will not be covered by the labor agreement, nor will he be a member of the bargaining unit.

It is the intent of the parties that when Mr. Combs discontinues performing said duties, the duties will remain within the POAM bargaining unit and not be contracted to an outside source without negotiations. It is also the intent of the parties to have Mr. Combs and the department begin training a POAM bargaining unit members for polygraph duties within a reasonable period of time, subject to budgetary and staffing constraints.

The parties agree that the transfer of these bargaining unit duties on a contractual basis to Deputy Combs upon his retirement is not precedent-setting on this or any other position within the bargaining unit.

This Agreement will be subject to negotiations at the expiration of the POAM contract, or if Mr. Combs stops performing said polygraph duties.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN:

K. E. Grabowski 9-1-95
Kenneth E. Grabowski
Business Agent

WASHTENAW COUNTY

Harry Valentine
Harry Valentine, President

Eugene J. Smith 9-16-95
Eugene Smith, Vice President

Michael Williams
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Lenore Daniels, Secretary

Nancy Mills 10-18-95
Nancy Mills, Treasurer

THE WASHTENAW COUNTY
BOARD OF COMMISSIONERS:

Grace Shackman
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Ronald J. Schebil 10-4-95
Ronald J. Schebil
Sheriff

Peggy M. Haines
Peggy M. Haines
County Clerk



