

POLICE SERVICES STEERING COMMITTEE
Wednesday February 6, 2008
 4:30pm – 6:00pm
 200 North Main, Ann Arbor

Members Present:

Jeff Irwin	County Commissioner, Chair of Board
Ruth Ann Jamnick	Ypsilanti Township
Pat Kelly	Dexter Township
Herb Mahony, Designee	County Under Sheriff
William McFarlane	Superior Township
Michael Moran	Ann Arbor Township
Mark Ouimet	County Commissioner
Brenda Stumbo	Ypsilanti Township
Kenneth Unterbrink	Lima Township

Members Absent: Paul Bunten, Karen Lovejoy Roe , Dan Minzey, Kenneth Schwartz, Patricia Vaillencourt

Staff Present: Mary O’Hare (Facilitator), Scott Patton (Facilitator), Linda Wicks (Recording Secretary)

Sheriff Leadership Present: Lt. Jim Anuszkiewicz, Lt. Brian Filipiak, Lt. Dieter Heren

Others Present: Mike Radzik

1. Call to Order

The meeting was called to order by Acting Facilitator Patton, 4:45 pm, at the Washtenaw County Building, 200 North Main, lower level conference room.

2. Approval of Minutes

Moran moved for approval of the January 23, 2008, Police Services Steering Committee meeting minutes; Kelly seconded; all in favor.

3. Citizen Participation

None.

4. Recruit/Training Concerns and Contractual Obligations

Patton stated four questions regarding the Recruit/Trainee issue that had been identified at the January 23, 2008, *PSSC* meeting for discussion:

- What is the status of filled positions?
- How many Recruits/Trainees are there currently?
- How are we counting Recruits/Trainees, or not counting them, as fulfilling contract positions?
- What does the contract say specifically about Recruits/Trainees?

Mahony provided an update regarding the status of filled positions, stating that two new hires had occurred this week, leaving two open positions (including an open position due to the resigning of a recent hire). He stated that there are currently 17 Trainees, of which six are at Step Five and out on solo patrol; with about 12 Trainees that are in various stages of the training program between now and July 1, 2008. Mahony stated that there are six more contract positions to fill. He stated that the Sheriff's Office has proposed that they will backfill at the County's expense those recruit hours that would bring contract staffing down below what it would normally be in terms of units on the road, indicating that this is what they are currently doing, asking the question as to whether or not this is fulfilling the contract. He stated that it comes down to what was the intent of the contract, and the understandings of the contract; indicating that he can implement whatever policy decision is made, but he needs to have this policy decision defined to act on. He said that there are three open positions in Superior and in Ypsilanti – inquiring if he should be backfilling these three positions for the entire 18 shifts to fulfill the contracts?

Radzik referenced back to the Summer 2007 Series of Township Workshops and the supporting *Police Services Workshop Summary of Questions and Answers* (dated June 18, 2007) document, noting that this issue had been used as an example of an absence in which the "two week rule" would apply. He indicated that a specific example was included that referenced time in between when somebody terminates employment and when a new person can be hired and trained. He stated his understanding from this that a deputy is somebody fully trained who can work by themselves, and that for the first two weeks of unfilled positions the jurisdiction would need to make decisions regarding whether to backfill, but that after the first two weeks the liability would shift to the County. Radzik stated that they have now been told that if the recruit is on their roster, they pay the recruit salary; and that the compromise that the Sheriff's Office was offering, within their budget constraints, was that anytime the presence of a recruit on the roster took the jurisdiction down below their minimum shift commitment, the County would backfill to bring the jurisdiction back to their minimum of cars on the road. Radzik stressed his concern that when their jurisdiction committed to a minimum, their expectation was that the minimum would only occur less than half the time, stating that even if they don't go below the minimum based on the Sheriff's Office proposal, they are losing productivity. Radzik inquired "what is a basic deputy" in terms of the contract; stating that a Recruit means somebody in Steps One through Four, that can't work alone, holidays or overtime, only working under the supervision of a training officer (16-20 weeks). He stated that the current arrangement partially compensates for their presence, but not completely.

Mahony clarified that Recruits/Trainees are fully empowered by the State of Michigan from day one, but that the Washtenaw County Sheriff's office has additional standards. Mahony said that the Sheriff's Office has a *Structured Field Officer Training Program*, based on a model nationalized in the mid 1980's. This model was upheld through courts as a reasonable standard of training for local law enforcement officers to be equipped beyond what the academy does, offering hands-on experience with situations and applying departmental policy and local ordinances, with recruits demonstrating proficiency in order to pass. When the Washtenaw County Sheriff's Office adopted this policy it was accepted by WC Risk Management. This County training program is provided in five steps, taking 20 weeks. It was clarified that at Step Five, recruits may be on their own, with full Deputy powers; however they are still under their "probationary period" for the entire first year.

Mahony stated his understanding of the contracts; that recruits were going to count as service hours, indicating that this is what was used as an assumption when the schedule was built and shifts bid. He indicated that this was also the understanding of the County Budget Office, when the County committed to a half million dollars for the County's contribution towards backfilling vacancies and overtime. He noted that technically all the contract positions are filled, they are just not all trained – stating the question as to whether the Sheriff's Office should be backfilling for contract fulfillment those deputies still in Steps One through Four of the training process. Kelly and Stumbo both stated "yes", with Kelly
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further noting that it is unlikely that this many recruits will be in a similar position at the same time in the future; stating that the current issue is reflecting big dollars and impacts, but that this may not be the situation in the future.

McFarlane said that he has concerns with backfilling, that if you bring a deputy back in on overtime to fill hours, the productivity may not be as good. He stated his solution would be to fulfill contract hours with the General Fund deputies, asking how many of the twelve General Fund deputy positions are now filled. Mahony said that six of the General Fund deputy positions are currently filled and fully trained. Mahony noted that the contract indicates staffing both the contracted services and the twelve General Fund deputies, with McFarlane stating his preference to fill the contracted services first, gradually filling the General Fund positions as recruits become qualified.

Mahony stated that if the Sheriff's Office had operated under the understanding that all Recruit/Trainee positions would need to be backfilled, they could have designated where the vacancies would be for shift bid; noting that the shift bid was designed under the assumption that Recruit deputies counted as a body. He said that now that shift bid has gone out, this can not be changed. He noted that for the next shift bid, going into 2009, vacancies could be designated up front. He noted that this is an issue for 2008, as a shift bid was done under the assumption that Recruits counted as bodies, and this shift bid can't be changed. Mahony stressed that the labor agreement states that jobs must be posted by a specific date, and that when somebody bids a job, the Sheriff's Office does not have the ability to reassign that job to another area. He indicated that under the labor agreement he can not reassign the six General Fund deputies to the contract areas, to areas and shifts they did not bid and potentially to leave days they did not bid. Mahony stated that if there was a confirmed policy in place to backfill every Recruit hour, he would have blocked out six positions, spreading these throughout the agency. He noted that to go direct to the six General Fund deputies and see if they would be willing to be temporarily reassigned would be going outside the contract, and would take a letter of agreement; indicating that it would be improbable. Mahony stated that six jobs were actually bid as temporary assignments until trained Recruits could replace them and they could move to their bid positions.

Stumbo stated a concern that the issue was not shared with the contract communities, indicating that the stakeholders were not informed of this understanding.

Radzik stressed his understanding was not that Recruits would not be in contract areas; but that if that happened the two week shared liability would apply, stating that this is what his jurisdiction had budgeted for.

Moran stressed that he had raised this issue at past meetings, indicating that it was an issue that needed to be decided: "who is going to pay for it if there aren't people to fill the staff positions that are contracted for?" stating his understanding was that the County would pay for it. He noted that it had certainly been identified as a clear issue to be resolved.

Radzik noted that there are some jurisdictions where the Training Officer is stationed that may be benefiting from having the recruit there also; that these areas may have more than their assigned deputies, having the Recruit from another area there.

Mary O’Hare took over facilitation of the meeting at this point.

Kelly suggested that *PSSC* members look at what happens in the future, noting that the current situation is a unique issue, asking *PSSC* members to agree that this should not have occurred.

Mahony stated that he needs clear policy and direction regarding the issue and contract understanding, including the impacts of backfilling. He indicated that he can go to the union and these six individuals and ask if they would mind being temporarily reassigned, and that they can decline to do so, however if they agree this can mitigate backfill costs. Mahony stressed however that the contract also reflects twelve deputies on General Fund Road Patrol, which would then be impacted. Mahony stressed the need for policy and direction; given this he can provide some solutions and associated cost estimates for each.

O’Hare suggested *PSSC* members list out the differences of opinion and review solutions that may be moved towards.

Mahony stated that they can stay within about a 20% margin of the County’s half-million dollar backfill budget, if they work with the compromise of staffing those times “where having a recruit in your community brings your on-duty patrol units down below the level it would be if you were fully staffed with sworn, fully-trained officers”. He stated that if every shift needs to be backfilled, there is no way to come close to this half-million dollar backfill budget.

Radzik inquired if this proposed backfill would be getting communities to the minimum staffing commitment or to where the jurisdiction would be had the Recruit not been there, noting the difference in these two counts. Mahony stated it would get contract communities to the minimum staffing level.

McFarlane inquired about the timeframe in discussion. Mahony said that all contract positions are projected to be filled by the end of May. If the General Fund deputies are rolled out according to the shift bid, these positions will be all filled by April 30. Mahony noted that two positions in the General Fund did not get bid, therefore the final two Recruits will go into these positions.

Radzik clarified his understanding of the contract, referencing Article II – Compensation, Paragraph one under 2008-2009 Compensation “...contracting entities will be charged for the cost of a basic deputy and any additional personnel, equipment or services they require”. He stated their assumption of a basic deputy was just that “a basic, fully trained, able to work by themselves deputy”, not a Step One through Four recruit. He stated that the final draft of the *Frequently Asked Questions* from the 2007 Townhalls gave this as a specific scenario of when an absence may occur when the two week shared liability would kick in.

Irwin referenced Exhibit A of the Contract “Selection of Sheriff’s Personnel to Fulfill Contract”, stating more specifically in the contract “For the first year of this contract, (January 1, 2006-December 31, 2006) the parties agree that hours worked by deputies in Field Training program who have not been approved for solo patrol will not be counted as PSU hours under this contract”. He stated that by inference of this exception the remainder years of this contract would interpret to include Field Training hours.

Kelly and Radzik presented their interpretation that this represented the fact that the PSU concept no longer existed after 1/1/07.

Irwin stated his understanding of prior two-week backfill discussions representing a situation where someone leaves employment of the Sheriff’s Office and the position is vacant with two weeks elapsing, at

which time the County's liability would kick in, not being an issue of Recruits not approved for solo patrol.

Moran stated his understanding that the contracting jurisdictions had "signed up" for the first two weeks if somebody is hurt or sick; noting that there was no formal resolution to this discussion. He stressed that the question of "what if there is nobody to fill the slot" is separate.

Kelly stated that she never understood that jurisdictions would be in the position of having to use Recruits that "can't do anything" as deputies.

Radzik stated his understanding of shared liability being that the jurisdictions would cover the first two weeks, the County the rest. Patton stated the overall intent of the contract was very clear to shifting the risk to jurisdictions. Radzik noted that the "time between when someone quits and someone is hired and trained" was given as an example of absence when the two week rule would apply in the *Police Services Workshop Summary of Questions and Answers* (dated June 18, 2007) document.

Stumbo stated that at the December *PSSC* meeting Mahony was asked if the contract positions would be filled before the General Road Patrol, with an affirmative response. Mahony indicated that based on his understanding of what fulfilled the contract they are all currently filled, noting that what is in dispute is whether the Recruit actually counts as fulfilling the contract. He stated that he had asked this specific question of Washtenaw County Budget and Finance, and was told that Trainees do count toward fulfillment.

Stumbo inquired regarding whether this contract interpretation discussion had ever occurred at the *PPSC*.

Moran stressed his concern that when discussions were taking place regarding the interpretation of the contract language regarding Recruits that this should have been brought to the *PSSC*.

Jamnack stated the need to go back to definitions, addressing: 1) how the Sheriff's Office determines a position is filled, and how the jurisdictions understand it is filled; 2) need to define "Deputy", indicating that there needs to be actual written definitions that explain; 3) count for contracts filled. She stated that the service they agreed to provide for their community was 38 deputies in cars, able to work. She noted that "we are currently in a situation where none of us intended to be" suggesting a possible sharing of costs for this current situation, noting that it is not the jurisdiction's total responsibility and that those currently with the recruits should not have to pay for it. She stressed the need to know how this situation will not occur again, noting that for Ypsilanti Township it can be a continuing problem. O'Hare asked for clarification regarding splitting the costs, whether this means the first two weeks or overall. Jamnack clarified the whole costs until the Recruit is at Step Five and able to work solo.

Quimet requested that Mahony provide some costs figures, with Mahony responding that he can provide specifics regarding what it will cost to fulfill whatever definitions and policy decisions are made.

Patton clarified two definitions for Deputy as being State Policy vs. County Policy:

- 1) MCOLES certified (Michigan Commission on Law Enforcement Standards)
- 2) Washtenaw County trained, Step Five and beyond

Radzik stated that under the current contract interpretation in effect there could be a Recruit paid for by one township, but working in another township where the Field Training Officer is.

Irwin asked for clarification of the Field Training Program, and what a definition for deputies in this program would be. Mahony stated that for their entire first year they are a probationary employee, and are in one of the five steps of the Field Training Program. Once they are at Step Five they are on solo patrol and fully enabled, but still probationary.

Radzik shared his definition as being:

A Recruit is a newly hired Deputy who is in training Steps One through Four. They are not permitted to work alone. They are not permitted to work holidays or fill in overtime or anything where they are away from their teacher. They must work under the direction of a Field Training Officer. No exceptions. Each step One through Four is designed to be four weeks, for a total of 16 weeks. Step Five is when they “graduate” and are certified to go work by themselves, and the Sheriff is satisfied that the liability factor has been covered. They can now work alone, they can work holidays, they can sign up to work overtime, and they can be forced at the end of a shift to work overtime. The only difference is that they remain on probation until the end of their year, and they don’t have seniority bidding rights. They can’t go to shift bid and bid for a job, the Sheriff gets to assign them wherever they need them to go work.

Mahony added that they also do not have access to benefit time off, other than sick time.

Irwin stated that the contract language would lead him to the same conclusion that the Budget Staff and Sheriff’s Office is currently operating under, further indicating that jurisdictions are all raising reasonable arguments, noting that perhaps there is a way to manage this better or perhaps share some of the unintended additional costs.

Radzik noted that the contract references the concept of PSU ending 12/31/07, but that it nowhere references what happens 1/1/08.

Moran reiterated his concern that this issue was recognized before the solution which has caused all the problems, asking why this issue did not come back to the **PSSC** for discussion. Mahony stated that he had asked at a **PSSC** meeting, following the Police Services Workshops, a specific question about Trainees, asking if **PSSC** members were clear about deputies in the training program, with an affirmative response from **PSSC** members, but no written clarification – different members having different clear understandings.

McFarlane restated the two issues at hand: How the Recruit/Trainee issue will be handled in the future, and how it can be quickly and reasonably resolved now. He said that future Recruits should be spread over the whole County, not concentrated in jurisdictions. He noted that the Field Training Officers themselves may not be as productive with a Recruit. He suggested a possible splitting of costs to resolve the current situation, noting that “we are where we are at now”, and need to move ahead.

Mahony clarified that there were a total of eight jobs that went unbid: Three in Ypsilanti Township, Three in Superior Township and two in the General Fund. He stated that the last two unfilled positions are the General Fund positions. Stumbo suggested that there could be monies saved from these two currently unfilled positions that can be put towards resolving the issue (approximately six weeks with no body expenditure).

O’Hare suggested to **PSSC** members that they should center on issues of policy and definition, rather than the dollars/costs.

Moran stressed that the biggest problem the **PSSC** currently has regarding this issue is how they got in this situation. He stated that this problem had been identified, and was ignored. He indicated his hope

that the first thing recognized from this issue going forward is if issues or disputes are identified that they get brought to the *PSSC* for to be addressed for resolution.

Radzik stated his hope that all *PSSC* members have agreed regarding what the various capabilities are of recruits at the various steps, One through Four.

Unterbrink inquired if all trainees could be assigned as a second person in a car. Mahony stated that they have to place the trainees where the official trainers are, and that he can not force a trainer to work a specific shift.

O'Hare inquired, money aside, if any *PSSC* members have a concern with a Recruit being the second person in a car. Radzik inquired if this Recruit would fulfill the requirement for critical incidents which require two or more deputies to respond – if an incident would normally require two single cars, would the FTO and Recruit be adequate to respond, or would another resource still need to be sent? McFarlane noted that for critical incidents it is likely that more cars would be sent, wanting all the support possible, that having the Recruit there may be a positive.

McFarlane stated that while it is important how we arrived in the current situation, it is more important how we are going to go in the future. He noted that sometimes you need to take a step back and look at what the impacts might be if a jurisdiction had their own police department, and would have to absorb some of the costs for this training issue.

Ouimet stated that it is important that the *PSSC* come to a definition, and then see what that definition costs, looking at how that cost can be allocated. He said that there probably wouldn't be a reaction from the BOC until we know what the implications are going to be on the budget. He suggested that the next step may be for the *PSSC* to make some recommendations and move this on to the BOC for consideration.

Kelly asked for clarification confirming that the *PSSC* is now an official advisory body, and can pass a motion providing recommendations for BOC consideration. She indicated that the *PSSC* needs to adopt a definition of Deputy, suggesting the definition supplied by Radzik, further indicating that the *PSSC* needs to decide the immediate problem and how to fix, along with its financial burden, stating that perhaps all should share in this burden. Kelly stated her concern that when “people start hauling the contract out and looking at the specific language, we are not doing what we are supposed to do here”.

Ouimet noted that he would lean more on the side of Townships and Villages, having the County bear more of the cost. He stated the need to get BOC buy-in regarding definitions, and agreement regarding costs associated.

Jamnick suggested split costs, with increases to 50%, based on the weeks of training satisfactorily completed. She stated that there needs to be several proposals suggested.

O'Hare summarized that the problem has been defined, inquiring if there is any missing information. A definition of the capabilities and liabilities of Steps One through Four, versus Step Five was requested. O'Hare inquired if anything may be changed by the Sheriff about this definition, with Moran inquiring if it is defined in any of the labor contracts. Mahony stated that prior to making any changes in the training program, discussions would occur with Risk Management and the *PSSC*, also looking at the national models. He indicated that the Sheriff's Office is committed to this training process because they truly believe it gets you a highly trained, highly effective person relatively quickly, and it is legally defensible.

Kelly requested information about a deployment scenario assuming that a Step One through Step Four Trainee does not count, to share the burden physically from a service standpoint (and financially). Herb stated his belief that what he has proposed as a compromise is the most cost effective solution, and also the most oriented to providing the level of service to match what the jurisdiction is willing to support and is expecting. He noted that the reality is that the situation will work both ways, that there will be times having the Recruit in your community will be a benefit; that it is not always a negative.

Mahony stated that to backfill the six positions for the full twenty weeks to train them, it would cost approximately a quarter million dollars – about half of the County’s backfill budget for the entire year.

Kelly inquired of Mahony what the level of financial risk is to the County and Jurisdictions going forward. Mahony stressed the uniqueness of having 18 Recruits at the same time. Kelly inquired regarding how many are at levels One through Four currently; with the response of eleven. Mahony shared information about the Field Training process, indicating that the workload balance moves from 0% Recruit / 100% Trainer to 100% Recruit and 0% Trainer. He indicated that by the end of the 16 weeks, the workload has shifted totally, and the last two weeks the Training Officer “shadows” the Recruit. He noted that by week 12 the Recruit is doing about 80% of the workload.

Unterbrink stated that when the definition for a Washtenaw County Deputy is written, any evaluation change should be covered in this definition.

O’Hare inquired if a Subcommittee should be formed to look at various financing scenarios. She noted that Township Officials may get together to discuss further and will advise of any outcomes.

Radzik asked for clarification regarding who was paying the Field Training Officer compensation for being the trainer, with Mahony responding that the County is.

Mahony stated that until further direction the Sheriff’s Office is operating under their current proposed solution, where if having a Recruit in your community brings your on-duty patrol units down below the level it would be if you were fully staffed with sworn, fully-trained officers, the County is back-filling this.

5. 2008 Committee Workplan

Postponed to March 5, 2008, *PSSC* meeting.

6. Committee Check-In

Postponed to March 5, 2008, *PSSC* meeting.

7. Adjournment

The meeting was adjourned by Facilitator O’Hare at 6:25 pm.

Next Meeting:

Wednesday, March 5, 2008

4:30pm – 6:00pm

200 North Main, lower level conference room

Approved by Committee: 5 March 2008