

POLICE SERVICES STEERING COMMITTEE
Special Meeting
Monday February 25, 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
Karen Lovejoy Roe	County Commissioner
Herb Mahony, Designee	County Under Sheriff
William McFarlane	Superior Township
Michael Moran	Ann Arbor Township
Mark Ouimet	County Commissioner
Kenneth Schwartz	County Commissioner
Brenda Stumbo	Ypsilanti Township
Kenneth Unterbrink	Lima Township
Patricia Vaillencourt	Village of Manchester

Members Absent: Paul Bunten, Dan Minzey

Staff Present: Mary O'Hare (Facilitator), David Behen, SiRui Huang, Scott Patton, 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 *PSSC* Special Meeting was called to order by Facilitator O'Hare, 4:32 pm, at the Washtenaw County Building, 200 North Main, lower level conference room.

2. Citizen Participation

None.

3. Guidelines for Dispute Resolution

O'Hare reminded *PSSC* members that this special *PSSC* meeting was called for the single issue of addressing Recruit concerns and contractual obligations. O'Hare noted that processes used for today's dispute resolution are intended to put into place processes for future Police Services contracting disputes that may come to the *PSSC*.

O'Hare outlined **characteristics of a good resolution** as being:

- Resolves conflict fairly
- Is durable
- Improves or does not damage relationship between the parties

O'Hare outlined **guidelines** for the dispute resolution process:

- Separate people from problem
- Focus on interests not positions
- Invent Options
- Use objective criteria for the basis of decision making

4. **Define / Agree On:**

a. **Dispute / Problem**

Patton and O'Hare restated the dispute/problem for resolution as: ***Can training/Recruit Deputies in Steps One through Four be billable assets under the contract? And, if they are not billable, what is the plan moving forward to deal with Recruits?***

b. **Facts and Documents Referred to**

O'Hare noted that three documents had been sent to *PSSC* members prior to this meeting:

- July 18, 2007, *PSSC* approved minutes
- February 6, 2008, *PSSC* draft minutes
- Police Services Workshops 6/14-6/15/07 Contract Methodology Highlights & FAQs

O'Hare asked *PSSC* members to note any further documents that should be reviewed for this dispute resolution. Stumbo said that past history/practices should be referenced.

Irwin stated that he had reviewed documents in preparation for this meeting, and was convinced not to press for having the *PSSC* pay special attention to exhibit A of the Ypsilanti Township contract, noting that this may be where some of the County's justifiable confusion arose from in thinking that Recruits did count as Deputies. He noted that there is certainly some contradictory documentation and he expressed his preference to sit down and work the issue out, rather than dispute about language.

Radzik noted that throughout the Contract and Exhibits wherever the PSU's are referenced they indicate a concept termination date of December 31, 2007.

O'Hare stated that past practices/procedures that may have been aligned with the PSU concept may not be relevant now, noting that what is relevant are the documents outlined for review today.

Definition of a Washtenaw County Sheriff Deputy:

PSSC members agreed that the definition of a Washtenaw County Sheriff Deputy is "***One that is authorized by the Washtenaw County Sheriff Department to work and provide patrol functions in a solo capacity***"

PSSC members noted that this is currently a *Deputy at Step Five or above*, noting, however, that the definition for steps might change in the future, and clarifying the intent of this definition to demonstrate the authority for a Deputy to act on their own and ride by themselves. Mahony indicated that this definition is in the Sheriff's Field Training policy, indicating that he can get the exact wording.

Radzik inquired if there were ever any occasions other than first year probationary Deputies when Deputies may be required to work with someone else before they can work solo. Mahony responded that there is a one to two week refresher program for returning Deputies, to bring them up to speed on

changes in the law and new departmental resources, etc. He noted that some returning Deputies complete this refresher in a few days. Mahony stated that this refresher training is termed “Retreading”.

O’Hare noted that, given this agreed-upon definition, the context in which some positions were filled changes; that given this situation there is not a full contingent of Deputies. O’Hare stated the need for the *PSSC* as a group to come up with a recommendation for how this should be handled. Radzik added to this contractual issue of shifts not filled the need to look at County-wide Police Services specified in the contract which are not currently being fulfilled.

Three issues were identified for resolution: Recruit issues to-date, Recruit issues going forward (both until May for the current situation and forward into the future), and County-wide police services. O’Hare noted the need for a sustainable solution.

c. Outline the Interests of Parties Who Have a Stake in the Dispute

O’Hare asked *PSSC* members to look at the interests of the stakeholders involved, sharing a draft document which outlines the five main stakeholders and their interests: Townships, Sheriff, County, Citizens and the *PSSC*.

Updates to this draft Police Services Stakeholders Interests document were:

- Townships should read “Townships/Villages”
- Jannick asked for clarification on *PSSC* “Follow through on established processes”
O’Hare replied that this references not just the agreements that the *PSSC* arrives at, but the *PSSC* process of information sharing & discussion
- Schwartz asked for clarification on *PSSC* “Follow through on agreements”
O’Hare replied that this references the need to follow through on items that are agreed to by the group and reflected in *PSSC* minutes. She further clarified that this did not reference enforcement of contracts, noting that the *PSSC* does not have this authority
- Kelly stated that Townships/Villages should reference provision of “good” service – provide quality service to citizens (not shifts filled by Deputies working multiple shifts)
- Vaillencourt stated that County “Fulfill Police Services contract obligations” needs to keep focused on two obligations: 1) Deputies contracted for by Jurisdictions, and 2) County-wide Deputies
- Unterbrink stated that Citizens “Law Enforcement available to respond to needs” should reference also “in an adequate time frame”
- Lovejoy Roe stated the importance for all stakeholders to get updated numbers expediently regarding the situation in terms of the budget – indicating that figures should be available on a monthly/regular basis. O’Hare inquired if this request would translate to an overall interest in staying within the allocated budget, or for providing a good model of Police Services. Lovejoy Roe responded that it would be both, stating that we need to know where we are at in terms of the model and how it relates to the actual budget. O’Hare stated the need for Townships/Villages, County, Sheriff and *PSSC* to have the numbers available to make good decisions

O’Hare received *PSSC* consensus that this stakeholder document, with these additions, now describes the interests of the parties.

5. Create Options
6. Weigh Options
7. Agree on most likely acceptable option

O'Hare asked *PSSC* members to discuss options that can be created to help meet the interests of the various parties. She referenced the "standing" option currently operational that Mahony discussed at the prior meeting:

"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"

Stumbo inquired if the Sheriff's Department had billed yet for January 2008, with Mahony replying no. Mahony indicated that billing is usually out by the 15th of the month, with payment due in 30 days, indicating that the January bills have not gone out due to this dispute issue and a payroll report issue. Ouimet inquired regarding what happens if there is a billing discrepancy or late billing, if there is money owed. Vaillencourt stated that any billing disputes would go first to the County, and if unresolved it would come to the *PSSC* for review. O'Hare noted that the contract itself was very clear about invoice disputes, but that it was less clear about other disputes.

O'Hare asked *PSSC* members to assess this current option in terms of the interests of the multiple parties.

Radzik shared an Ypsilanti Township example regarding shift minimums, indicating that part of the time more than the minimum would be reporting to duty – that if the minimum is 6, and that if they are staffing for 7 with one Recruit only six cars could be out, and there would be no additional backfill to bring staffing back to 7. He noted that because of this there are shifts going unfilled, with a loss of productivity – there may not be as many bodies on the road. Radzik noted that they are especially sensitive to this because they had gone down to the bare minimum recommended by the Sheriff to answer calls for service.

Kelly noted that this option does not fulfill the Police Services contract obligation.

McFarlane stated that if the Recruit is riding with someone else it is not the same as having a full Deputy, and you are getting less. He proposed that a solution be developed for the contract time to-date impacting Ann Arbor, Ypsilanti and Superior Townships, and then talk about a solution for the future, stating his preference that the 12 General Fund Deputies be used to fill contract positions first, indicating that the General Fund deputies would be the natural place to absorb the Recruits.

Vaillencourt inquired if it would be possible to fill all Ann Arbor, Ypsilanti and Superior Township positions with overtime. Mahony replied yes, but this would include Deputies working multiple shifts.

Vaillencourt inquired regarding how many Recruits there are currently in Steps One through Four. Mahony replied that there are ten Recruits currently in steps 1-4; eight of which are in the General Fund. Vaillencourt agreed that fulfilling the contracts for the paying Jurisdictions should be the first priority. Mahony stated that there are enough Deputies to fill all contract positions with non-Recruits; but that he must abide by Union Contracts and Shift Bid, which does not allow him to relocate the Deputies, noting further that the eight Deputies currently working the General Fund Road Patrol are not working matching shifts for the Recruits.

Mahony noted that shift bid will go out again in March, effective May 3, 2008. He clarified that it is a year area bid, with three shift bids within the areas throughout the year. He noted that if he makes significant changes for the next shift bid this will impact the current Recruit situation for about 25 days.

Stumbo suggested that Jurisdictions not be billed for the Recruits, indicating that this could fix the immediate problem. O'Hare inquired regarding, if Recruits are not charged for, would the County still be paying for the overtime that was used to backfill? Kelly suggested that it would make sense to pro-rate for what had been backfilled for. Irwin suggested that the *PSSC* should look at what actually happened, and what resources were actually provided, and have the contracting Jurisdictions pay for those Deputies that were sent out to patrol their areas who were Step Five or above.

Radzik stated his understanding from the documents established for today's resolution, indicating that what should have happened is that during the first two weeks of January the Jurisdictions would have decided which shifts to backfill, and after two weeks the County would have been backfilling.

Mahony stated that in many cases having Recruits has actually added staffing and response vehicles to the Jurisdiction.

Mahony stated that if every single shift is backfilled for Recruits, not counting benefit time off or other backfills, it would be about 30 shifts of overtime per week, dropping off some in March with a significant drop May 11, 2008. He stressed that he can't both tell Jurisdictions that they won't have Deputies working double-shifts and backfill all the shifts.

Mahony stated three possible ways to resolve the situation:

- 1) What is currently being operationalized – which he noted does not fulfill the Contracts *“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.”*
- 2) **Backfill approximately 28 shifts a week; but do not backfill Wednesdays**
Mahony noted that Wednesdays are used for reassigning Deputies to training, and Jurisdictions are usually above minimum staffing. Mahony stated that this modified proposal would help balance the number of shifts that are filled with overtime and it helps control the budget. He noted this modified approval would save about \$50,000. He noted that if staffing were below minimum on Wednesday it would still be backfilled.
- 3) Backfill all shifts.

Mahony indicated that the difference between what is currently being done (Option One) and backfilling totally (Option Three) is about \$112,000.

Lovejoy Roe stated that this is the reason why models should have been run going back two or three years, noting that we should have known that the \$½ million backfill budget is not enough. She stated that Jurisdictions should be charged based on contracts and expected service delivery, and whatever model is agreed upon for this point forward should be the same model that goes backwards, and that it may mean dollars that need to be paid back.

Mahony proposed that Scenario Two – **Backfilling all except Wednesdays** - would fulfill the spirit of the contract, the FAQs, and the minutes, indicating that this can resolve this situation and also help contain costs. It would present a \$50,000 savings; representing about a six shift difference.

Radzik indicated that Ypsilanti Township has been organizing efforts around Wednesdays when no training is scheduled and staffing may be more full; using these days to run “Traffic Blitz” initiatives, etc. He inquired if Scenario Two would have a significant impact on this scheme.

Vaillencourt suggested that there might be an interim solution until May 2008, having a fresh Recruit backfill rather than an overworked Deputy, if there were a corresponding reduced rate for the Recruit. This option could allow Recruits to be counted as a billable asset, but at a reduced rate.

Kelly suggested that the Jurisdictions currently impacted by the Recruit issue meet and come up with a pro-rated financial solution for the period to-date; reviewing shifts filled/not-filled. O’Hare stressed the need for the *PSSC* to come up with a recommended solution before numbers are looked at.

Irwin restated the proposal that Mahony had put on the table, in which the County would cover the cost of backfilling all shifts except for Wednesdays, making sure that Recruits do not count as contract fulfillment. He inquired if this would meet the needs of the contracting Jurisdictions. He restated the future solution proposed by McFarlane of utilizing the other County-wide positions (General Fund, Detective Bureau, etc.) as the “flex-ability” for absorbing future Recruit Deputies. Irwin indicated that he could “live with” this proposal.

Vaillencourt stated her concern regarding the General Fund Road Patrol, indicating that Jurisdictions had agreed to pay more per Deputy because the County was going to provide a County-wide patrol. Mahony stated that this scenario would have the General Fund Road Patrol staffed by about July 12th.

Mahony stated that it would be approximately \$197,000 to backfill all vacant shifts, except Wednesdays, going forward from March 2, 2008. He further clarified that they may need to fill some Wednesday shifts to assure minimum staffing.

Moran inquired about January to-date; for Recruit time billed, and how this solution going forward would impact this past contract period. He inquired if there would then be a rebate for shifts not filled before March 2, 2008.

Mahony proposed that a decision be made for March 2, 2008, forward; and that then he could meet with the Townships impacted to-date and go through each day and see where money may have been saved, and where shifts may not have been filled. Lovejoe Roe concurred that this would be a good approach, noting that if there is a dispute then it could return to the *PSSC*.

Mahony made a motion that the Sheriff’s Office ***“backfill all vacant contract positions at the cost of the County from March 2, 2008, forward; and that Recruit Deputies Steps One through Four, from March 2, 2008, forward, do not count toward minimum staffing or staffing of vacant positions.”*** He clarified this further as ***“we backfill at the County’s expense all vacancies in contract areas that are due to Recruits in Steps One through Four being assigned in that Township, with the exception of Wednesdays”***. Mahony stated that this motion would be for March 2, 2008, forward.

Mahony shared an example indicating that if a vacancy comes up in a Jurisdiction, he has no “body” that he can move to that Jurisdiction to fill this vacancy; that no Deputy that has already participated in the bid has any capacity to move to this Jurisdiction – they are committed to the area that they have bid for the

year. He stated that he now has to start over and train a Recruit for that Jurisdiction. Once this Recruit is trained and is done with Step Four, they will be assigned to this vacancy in the Jurisdiction. He stated that the first two weeks of this vacancy is up to the Jurisdiction as to whether or not they wish to backfill, and that after these first two weeks the County will backfill. Mahony stated that under his motion today, the County would backfill after the first two weeks until the Recruit is trained and ready to fill the vacancy (except for Wednesdays unless necessary to maintain minimum staffing).

Moran stated that he could understand this proposal with the Wednesday exception for the current time and situation; but inquired why the Wednesday exception would apply for 2009, when there should not be large groups of Recruits to deal with.

Jamnick stated her concern that the motion for this proposal needs to be clarified in writing, so that *PSSC* members can be assured that it will bring resolution. She requested that the action be deferred to the next *PSSC* meeting.

Moran indicated support for Mahony's motion, with an amendment to include a "commitment from Washtenaw County that for the period January 1, 2008, to March 2, 2008, to meet with us and to make sure that we are whole under the contract, either by upholding it or by not us billing for the period of time we were being staffed with Recruits in Steps One through Four". Mahony accepted this amendment to his motion. Vaillencourt indicated a further amendment to this motion that there be further discussion and a need to come to a resolution about County-wide Deputies. O'Hare inquired if this should be a separate motion, rather than as part of Mahony's initial motion. Schwartz concurred with the need to keep the scope of the motion narrow so that all come away with the same interpretation.

Mahony restated his motion as:

"From March 2, 2008, moving forward throughout this contract period – that vacant contract police positions be for the first two weeks of the vacancy backfilled at the choice and cost of the contracting Jurisdiction, and after those two weeks that the cost for all shifts due to vacancies be at the County's expense, with the exception of Wednesdays (unless not backfilling Wednesday would bring the contracting Jurisdiction below the regular minimum staffing level).

And, in the interest of resolving the time period January 1, 2008, through March 1, 2008, issues of shifts that were not backfilled, that the Sheriff's Office will commit to meet with Superior Township, Ann Arbor Township and Ypsilanti Township to attempt to bring resolution to how they are to be remunerated for any lack of service that they contracted for"

Irwin and McFarlane seconded this restated motion.

Vaillencourt expressed her concern about the initial two week coverage being at the Jurisdiction's expense for a vacancy, referencing minutes from the July 18, 2007, meeting. She stated her understanding that the *PSSC* had come to an agreement, captured in a subsequent document to the *PSSC*, that if you "do not have a body" that has been contracted for that the Jurisdiction does not have to pay the first two weeks – that the Jurisdiction would not be responsible if the vacancy is a direct result of a lack of staffing.

O'Hare summed up that *PSSC* members were not yet ready to vote, and Mahony withdrew his motion for later discussion. O'Hare indicated that the document referenced by Vaillencourt would be researched and shared with *PSSC* members. She noted that a reasonable solution was put on the table, noting that it would be good not to lose this if it is just a matter of clarification regarding the two weeks. O'Hare noted that the *PSSC* is an advisory committee and has no official authority; indicating that this motion would be

a policy **recommendation** to the Sheriff for deployment and to the BOC for the County picking up the costs. Mahony indicated that he needs to know that if he does something date-specific forward regarding deployment, that it will have the support of the **PSSC**.

8. Next Steps

PSSC members decided to hold a Special Meeting on March 4, with the sole agenda item of resolving this dispute issue. **PSSC** members asked that a written proposal be sent out in advance, along with any additional supporting documentation. This special meeting will be posted per Open Meeting Act standards.

9. Adjournment

The meeting was adjourned by Facilitator O'Hare at 6:30 pm.

Next Meetings:

Special Meeting

Tuesday, March 4, 2008

3:00pm – 4:00pm

110 North Fourth Avenue, Large Conference Room

Regular Meeting

Wednesday, March 5, 2008

4:30pm – 6:00pm

200 North Main, lower level conference room

Approved by Committee: 5 March 2008