

IN THE MATTER OF STATUTORY ARBITRATION BETWEEN:

CITY OF ANN ARBOR

AND

MERC Act 312
Case No D86E-1121

THE ANN ARBOR POLICE OFFICERS ASSOCIATION
COMMUNICATIONS OPERATORS AND CSA UNIT

AWARD

We, the undersigned, having been named respectively as Delegates and as Chairman of a Panel of Arbitrators pursuant to Act 312 of the Public Acts of 1969, as amended, and the parties pursuant to statute having stated their last offers and the panel having carefully and deliberately considered such offers as well as their position on non-economic matters, consistent with and in light of Section 9 of said Act providing for findings, opinions and orders upon certain statutory factors including stipulations of the parties, and having exchanged ideas and recommendations on the actual draftsmanship of an Award on all unsettled issues, do make and publish this our Award in writing; that is to say:

As to the 1985-88 contract dispute the panel adopts in its entirety the settlement of the parties of September 16, 1987 which is contained herein and which, together with the provisions of the current Contract, except for necessary date changes, shall comprise the collective bargaining agreement for the period July 1, 1985 to and including June 30, 1988.

All pertinent dates will be changed to reflect that the collective bargaining agreement expires on June 30, 1988. All provisions of the agreement will be effective on the dates specifically agreed to or if no date has been agreed upon, the date the award is issued by a majority of the panel.

Article 1 Section 11:

"Working Days" - For purposes of the grievance procedure, the discipline and discharge procedure and the special conference procedure, the term "working days" means any Monday through Friday from 8:00 a.m. to 5:00 p.m., except holidays.

Article 2 Section 3:

Section 3: The Employer and the Association agree that for the duration of this agreement neither shall discriminate against any employee because of race, color, creed, sex, nationality or political belief, nor shall the Employer or its agents nor the Association, its agents or members discriminate against any employee because of his/her membership or nonmembership in the Association.

Article 3 Section 6:

Section 6: Time limits at any step of the grievance procedure may be extended only by mutual agreement between the Employer and the Association. In the event the Association does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall be considered to be denied and may be advanced to the next step by the Union by written appeal within the proper time limit after the answer is due.

Article 4 Section 3:

Section 3: Unit Bargaining Committee:

Four (4) employee members of the Bargaining Committee will be granted straight time hours for the time spent during the normal working day in negotiations with the City. Employees who bargain on other than the normal regularly scheduled work day will be granted straight time compensatory time for hours spent bargaining with the City. the Bargaining Committee shall consist of a maximum of two (2) employees from this unit of the Association and two (2) employees from the police officers unit of the Association, excluding non-employee representatives.

Article 5 Section 1:

Upon substantiation of an allegation or complaint of misconduct from within the Department or from outside the Department which may result in disciplinary action against an employee, but in no case more than seven (7) calendar days after the receipt of an allegation or complaint, a supervisor shall inform the employee of the nature of the accusation and the identify of the complainant(s). The supervisor or employee will notify the employee's Steward that a complaint has been made against the employee and the name(s) of the complainant(s). The employee shall, at the time of notification, if he or she so desires, have the right to consult privately with his/her Steward and to have the

Steward present during any discussions occurring between the employee and his/her supervisor regarding the allegation or complaint. The employee shall respond to the complaint or allegation verbally at the time of notification if ordered to do so by the supervisor. Responses involving possible criminal conduct may only be used to resolve internal police department misconduct complaints and may not be used in any criminal court proceedings against the employee.

Article 5 Section 2:

Section 2: The supervisor, after notifying the employee of the complaint or accusation in accordance with Section 1 above, shall as soon as possible reduce the allegations or complaint to writing and cause it to be presented to the employee within three (3) working days; or if the employee was relieved of duty in accordance with Section 4 of this Article, the supervisor shall give positive notification of the allegations to the employee not later than the conclusion of the next day. The employee shall have until his/her next working day after receipt of the written allegation to reply. If the employee's reply is unclear to the supervisor, the reply shall be returned to the employee for clarification. The employee shall have until his/her next working day to submit a clarification. The investigation shall be conducted with all possible haste and, except for complicated matters, shall be concluded within seven (7) calendar days from the date the employee answers the allegation.

- a. Exceptions to this notification procedure outlined in Sections 1 and 2 may be made when the complaint or accusation is of a serious criminal nature and to notify the employee would hinder the investigation. Notification shall be delayed no longer than is absolutely necessary to complete the investigation.

Article 5 Section 3:

Section 3: The investigating supervisor shall, upon completion of his investigation, make a recommendation to the employee's division commander as to his findings and suggested discipline, if any. The investigating supervisor shall not base his recommendations upon infractions which have occurred more than twenty-four (24) months prior to the occurrence under investigation. The Division Commander will make a decision concerning the investigation and will assign appropriate discipline if warranted. The decision of the Division commander will be forwarded to the employee in writing within seven (7) calendar days of the day the Division Commander has received the completed investigation from the investigating supervisor.

Article 5 Section 5b:

(Sections 5a and 5c status quo)

Section 5b: Suspension is a temporary separation from the Department. A member who has been suspended will not be paid for the period of his/her suspension but will accrue all benefits with the exception of vacation and sick time. Suspension shall not exceed two hundred (200) working hours. Provided, however, that this maximum shall not be a limit on the power of an arbitrator to modify a disciplinary penalty.

Article 5 Section 7:

Section 7: In the event the employee believes the discipline administered by the Chief was unjust, it shall be a proper subject for appeal to the City Administrator or his designated representative; provided a written appeal with respect thereto is presented to the City Administrator within five (5) working days after receipt by the employee of the written decision of the Chief. The City Administrator will review the complaint or allegation, charges, investigation, and disciplinary decision, and written appeal submitted by the employee; and he will affirm or modify the proposed discipline and notify the employee and Association in writing of said decision within five (5) working days of receipt of the appeal.

Article 5 Section 9:

Where as a result of the review of a complaint or the investigation of misconduct a decision is made not to pursue disciplinary action under the terms of Section 5 of this agreement the following will apply. The employer may issue a verbal warning or reprimand, or issue a notice of infraction to the employee.

- A. A record of infraction notice signed by the employee may be placed in the employee's evaluation file where misconduct has been sustained. A copy of the notice may be kept by the employee.
1. The employee with or without representation by the Association may appeal such action to the Division Commander, provided a written appeal with respect thereto is presented to the Division Commander within five (5) working dates after receiving notice of a Record of Infraction. The Division Commander will review the basis of the Record of Infraction and will provide the employee with a written decision within five (5) working days of receipt of the appeal.
2. If the employee is not satisfied with the Division Commander's decision he may appeal the Division Commander's decision to the Chief of Police provided

written notification is presented to the Chief within three (3) working days after the Division Commander's decision. The Chief or his designee will, after meeting with the employee provide the employee with a written decision within five (5) working days of receipt of the appeal. The decision of the Chief of Police shall be final and binding and not subject to the grievance/arbitration process. The employee's written documentation used in the appeal will be attached to the Record of Infraction and placed in the Employee's Evaluation File in those cases where the Chief's decision does not support removal of the Record of Infraction.

3. Any supporting materials relating to sustained misconduct which was resolved by use of a Record of Infraction Notice will be made part of the Employee Misconduct Packet if a formal investigation was done or shall be forwarded to the Division Commander of the employee involved where only minor infraction are at issue.
4. The Notice of Infraction may remain in an employee's evaluation file for a period of time not to exceed the current evaluation period.

Article 7 Section 2:

Section 2: New permanent employees hired into the unit and permanent employees who transfer to a position classification within the unit shall be probationary employees for evaluation purposes for one year commencing with the original date of hire or transfer into the position classification. The purpose of the probationary period is to provide an opportunity for the employer to determine whether the employee has the ability and other attributes which qualify him/her for regular employee status. During the probationary period, the employee shall have no seniority status and may be terminated in the sole discretion of the Employer without regard to his/her relative length of service. Unsatisfactory employees shall be so terminated. Permanent employees who leave a position classification within the bargaining unit and subsequently return within one (1) year will not be subject to a probationary period.

Once the employee's probationary period is completed, the employee's seniority with the Employer and the Unit begins from his/her date of hire. This clause shall not be construed to interfere with benefits normally received by probationary employees, such as, step increases, vacation accrual, sick leave accrual, and insurance coverage normally received after six months, if said probationary employees have met the qualifications for said benefits. Probationary employees who have demonstrated a sufficient level of

performance and have completed six (6) months of employment, may, at the discretion of the employer, be included in the shift bid and equalized overtime procedures.

It shall be the Department's prerogative to extend the probationary period an additional six (6) months beyond the initial one (1) year probationary period. The employee shall be so notified of any extended probationary period and the reason for said extension.

- a. The Association shall represent permanent probationary employees 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 employees discharged and disciplined for other than Association activity.

Article 8 Sections 1, 2 and 3:

Section 1: The employer may grant a leave of absence for personal reasons not to exceed thirty (30) calendar days without pay and without loss of seniority to an employee who has completed his/her probationary period provided he/she presents a reason acceptable to the Chief. Non-emergency leave of absence requests made under this section must be submitted no later than thirty (30) days prior to the start of the shift schedule during which the leave of absence will begin. Those employees granted non-emergency leaves of absence under the provisions of this section, will have their shift and leave days for the shift schedule(s) during which the leave of absence will occur assigned by management.

Section 2: Add to the end of the existing language the following:

When an employee knows in advance that a leave of absence under this section will be requested, (e.g. maternity leaves of absence) the employee is required to submit such requests no later than thirty (30) days prior to the start of the shift schedule during which the leave of absence will begin. Employees granted leaves of absence under this section will have their shift and leave days assigned by management for the shift schedule(s) during which the leave of absence will occur.

Section 3: A pregnant employee will be allowed to take up to the three (3) weeks immediately preceding her due date off on banked time without having to provide the employer with certification from a qualified physician for the necessity of such absence. Usage of banked time in this manner shall be subject to the operational demands of the Department but shall in no case be denied to avoid creating overtime. In such cases the procedure referred to in Section 2 above will

apply. An employee requesting to use this benefit must submit their request 30 days before the beginning of the portion of the three week period they are requesting.

This language will take the place of existing Sections 1 & 2. Starting with existing Section 3, sections will be renumbered.

Article 8 Section 5:

(Will be renumbered Section 6)

Section 6: Permanent employees shall be allowed forty (40) hours as funeral leave in order to attend the funeral with pay not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: spouse, mother, father, step-parent, child, or step-child, brother or sister.

Permanent employees shall, upon approval of the Chief of Police or his designee, be allowed up to three (3) working days as funeral leave in order to attend the funeral with pay not to be deducted from sick leave for a death of the employee's grandparents or grandchildren.

Permanent employees shall, upon approval of the Chief of Police or his designee, be allowed up to two (2) work days as funeral leave in order to attend the funeral with pay not to be deducted from sick leave for the death of the employee's mother-in-law, father-in-law, sister-in-law, or brother-in-law.

It is understood that the management shall continue the past practice wherein upon the death of a listed relative and upon proper notice employees on vacation may return to duty and then be placed on funeral leave.

Article 9 Section 1:

Section 1: The work day shall consist of either ten (10) hours per day or eight (8) hours per day as determined by the employer for employees assigned to the Communications Section. Effective with the first shift change following this award the employer shall have the ability to change to an 8 hour per day work schedule. After that time, the employer will announce in writing four months in advance the specific bids (tours of duty) to be changed. The work day consists of eight (8) hours per day for employees assigned as Community Services Assistants.

The work week shall consist of five (5) consecutive eight (8) hour days or four (4) consecutive 10-hour days, whichever is applicable, except at leave day, or shift change days. This shall not preclude the Employer from reducing its work force in accordance with Article VII, Section 5 of this Agreement.

Article 9 Section 4:

Section 4: For those employees working the ten (10) hour per day schedule, one and one-half times their regular straight time hourly rate of pay shall be paid for all hours worked in excess of ten (10) hours in any work day and for all hours worked on the fifth and sixth day of the employee's scheduled work week. Two times the employees regular straight time hourly rate shall be paid for all hours worked on the seventh day of the employee's scheduled work week. The change in the overtime rate for the sixth day from double time to time and one-half will be effective with the first shift change following the date of this award.

For those employees working the eight (8) hour per day schedule, one and one-half times their regular straight time hourly rate of pay shall be paid for all hours worked in excess of eight (8) hours in any work day, and for all hours worked on the sixth work day of the employee's scheduled work week and two (2) times the employee's regular straight time hourly rate shall be paid for all hours worked on the seventh day of the employee's scheduled work week.

Article 9 Section 6:

Section 6: For purposes of overtime scheduling, all overtime known over forty-eight (48) hours in advance will be considered non-emergency overtime.

- a. In non-emergency situations where it is deemed necessary to schedule more than one (1) hour of overtime it will be equalized among unit members within the same classification on the basis of seniority and non-emergency overtime hours offered to the employee.

Section b and c status quo.

Article 10 Section 2:

Section 2: Employees covered by this agreement shall be paid in full bi-weekly. While the official pay day is Friday, pay checks will normally be made available on Thursday after 3 p.m. unless there is a computer malfunction or other adverse event beyond the Employer's control.

Not more than seven days shall be held from a regular employee (initial holdback) excluding holidays and overtime which can be held back a maximum of 10 days. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose on a form provided by the City of Ann Arbor.

Article 10 Section 4:

Section 4:

A. Hospitalization

- 1) After six (6) months of employment, an employee shall be provided the High Benefit Comprehensive Blue Cross-Blue Shield MVF-1 Plan providing up to 365 days of hospitalization which includes the Comprehensive Blue Shield Surgical Plan, prescription drug rider, Master Medical Option 4 Plan, PPNV, Voluntary Sterilization, and ML riders or another plan which is equal to or better.
- 2) An employee may elect to take his/her hospitalization insurance at the time he becomes a permanent employee. An employee may also elect to take his/her hospitalization plan at the yearly re-opening period which generally occurs for a two week period in May, taking effect July 1. A newly appointed permanent employee will be required if he elects to take his/her insurance upon the commencement of his/her permanent employment, to pay the insurance premium for the first six (6) months of his/her employment. At the end of this time, the City of Ann Arbor will assume the full cost for his/her hospitalization premium, including that premium portion that is for his/her spouse and children under 19 years of age; but shall exclude special dependent coverage such as, for example, a parent, mother-in-law, or child over 19 years of age.
- 3) The Employer shall pay the entire cost of a like Blue-Cross Blue Shield Plan minus the PPNV-1 Rider for employees retiring after 1/1/83 provided that the level of coverage in effect at the time of their retirement shall constitute the total coverage to be provided such employee. Any change in coverage levels subsequently provided to current employees will not attach to the coverage level provided retired employees. Further, it is understood that should an employee retire from the City and assume employment with another employer who provides his/her coverage, then the employee shall take said coverage, and the City's obligation to provide hospitalization to said employee shall be reduced to that of complimentary coverage. When an employee who remains under coverage by the City reaches age 65 and thereby becomes eligible for the Federal Medicare Program, the City's obligation to provide hospitalization to said employee, current or retired, shall be reduced to that of a complimentary partner with the Federal Medicare Program (Medicare Complimentary Coverage Option 2/1).

- 4) If the City extends an option to the employees of this bargaining unit to choose to be covered by a Health Maintenance Organization (HMO) Plan rather than the Blue Cross-Blue Shield Plan provided in the collective bargaining agreement, an employee who chooses to be so covered will not be entitled to continue coverage under the Blue Cross-Blue Shield Plan as provided in the agreement. Provided, however, that should the cost of the HMO Plan either now or in the future be greater than the cost of the basic Blue Cross-Blue Shield Plan, the employee will be responsible for paying the difference through payroll deduction. Employees will be advised of this proviso in writing along with the policy duration at the time of enrollment. The above option shall be available at the time an employee first becomes eligible for medical coverage and during the annual open enrollment period. Once the option is made, the employee must maintain his/her coverage under the plan selected until the next open enrollment period.

B. Dental Coverage

After six (6) months of employment an employee shall be provided a "50% Delta Dental Plan" with a maximum benefit of \$1000 per year per person or another plan which is equal to or better.

C. Optical Coverage

After six (6) months of employment, an employee shall be provided the "Full Service Benefit" Plan "A" Mutual Eye Claims Audits, Inc. or another plan which is equal to or better.

D. Life Insurance Coverage

- 1) The Employer will pay the entire premium cost of \$15,000 of life insurance on all permanent employees who have completed six (6) months employment. The Employer will further pay the entire cost of \$5,000 of life insurance for retiring employees; i.e., employees who have completed fifteen (15) or more years with the City and are retiring on a City pension.
- 2) Eligible employees will be permitted to take additional insurance equal to twice the amount of their yearly salary with the employee paying one-half and the Employer paying the other half.
- 3) Persons who take additional life insurance according to paragraph 2) above are entitled to subscribe to group life insurance for their family as follows:

Coverage

Spouse	\$1,500.00
Children:	
Birth to age 6 months	100.00
Age 6 months to 19 years	1,000.00

Cost of this coverage is to be paid by the employee.

E. No Double Coverage:

It is expressly understood that the City's obligation to provide optical, health, and dental insurance under this agreement may be satisfied through family coverage extended to another City employee outside this bargaining unit or otherwise and that in such case both employees must be covered by the same insurance carrier.

Article 10 Section 5b:

Section 5b: Upon providing the Employer with documentation outlining a requirement to report for jury duty and the expected duration of such jury duty obligation, an employee whose shift assignment start time is later than 12:01 p.m. will be assigned to a shift whose assignment start time begins before 12:01 p.m. in accordance with the procedural order on jury duty. For the duration of such assignment, it will be necessary to concurrently change the assignment of another employee of the same classification to the shift and leave day assignment formally held by the employee notified of a requirement to report for jury duty.

Article 11 Sections 1 and 2:

Section 1: All employees of the City shall receive their regular compensation for the following holidays or parts thereof and any other day or part of a day proclaimed in writing as a City holiday by the Mayor upon the recommendation of the City Administrator, during which the public offices of the City are closed:

- New Years Day
- Martin Luther King's Birthday
- Lincoln's or Washington's Birthday
- Good Friday (1/2 day)
- Easter
- Employee's Birthday
- Memorial Day
- July 4th
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day
- December 24 (1/2 Day)
- December 31 (1/2 Day)

Communications Operators on shift schedules will celebrate the holiday on the actual day. The Chief will determine in advance the day to be celebrated as the holiday by Community Services Assistants.

An employee who works both the calendar date and the designated date of a holiday shall receive holiday benefits only for the calendar date of the holiday.

Section 2:

- a. In cases where an employee's assigned leave day falls on a holiday, he/she shall receive eight (8) hours of straight time compensation if he/she is working eight (8) hour shifts and ten (10) hours of straight time compensation if he/she is working ten (10) hour shifts. For example, an employee who is working the ten (10) hour day when a holiday falls on his/her assigned leave day shall be compensated for fifty (50) hours for that week. An employee who is working the eight (8) hour day when a holiday falls on his/her assigned leave day shall be compensated for forty-eight (48) hours for that week.
- b. Employees who are scheduled to work and do work on a holiday will receive two (2) times their regular hourly rate for the holiday and pay for that scheduled day. For example, employees working a ten (10) hour day and working on a holiday shall receive compensation for sixty (60) hours for that week. Employees working an eight (8) hour day and working a holiday shall receive compensation for fifty-six (56) hours for that week.
- c. If an employee is scheduled to work but is on approved time off, they will receive their regular pay for that day plus straight time pay for the number of hours of their approved time off. The employee will be required to use some type of banked time to be off. For example, if an employee is scheduled to work but has an approved compensatory day, the employee will receive 50 or 48 hours of pay for that week, depending on their regular work schedule, but will use 10 or 8 hours of compensatory time.
- d. Employees outside the Communications Section will take the holiday as a day off and will receive forty (40) hours of pay per week. This section does not prevent the Employer from scheduling work if advantageous to the Department.

Article 12 Section 1:

Section 1: Employees, as of the anniversary date of their employment by the Employer, shall be eligible for vacation pay according to the following schedule:

- a. An employee who, as of the anniversary date of his/her employment, has completed one (1) but less than ten (10) years of continuous service with the Employer since his/her last hiring date, shall receive fifteen (15) working days of vacation with pay except that Communications Operators shall receive one hundred fifty (150) hours of vacation with pay at this level of service.
- b. An employee who, as of the anniversary date of his/her employment, has completed ten (10) but less than fifteen (15) years of continuous service with the Employer since his/her last hiring date, shall receive eighteen (18) working days of vacation with pay except that Communications Operators shall receive one hundred eighty (180) hours of vacation with pay at this level of service.
- c. An employee who, as of the anniversary date of his/her employment, has completed fifteen (15) or more years of continuous service with the Employer since his/her last hiring date shall receive twenty-one (21) working days of vacation with pay except that Communications Operators shall receive two hundred ten (210) hours of vacation with pay at this level of service.

Article 13 Section 4:

Section 4: Employees, subject to the provision set forth in this Article, shall be eligible for paid sick leave when the employee's absence from work is due to an illness, pregnancy, or injury which is not related to work. Employees shall not be allowed to use sick time for routine doctor's or dentist's appointments which would not at that time prevent the employee from working.

- a. Effective with the first shift change following this award employees with accumulated sick leave credits who meet the qualifications of this article and who use sick leave pursuant to this article shall receive the straight time pay they would have received had they actually worked and shall have a corresponding amount of time deducted from their accumulated sick bank to the nearest half hour.

Article 13 Section 5:

Section 5: Sick leave absences shall be charged for all time taken off work to the level of one-half hours. The determination of how much time will be charged is based on the percentage of the work shift completed as applied to the hours charged for a single day. If, for example, an eight (8) hour employee has worked 25% of their scheduled work

shift and leaves work sick, they will be charged 75% of eight (8) hours or six (6) hours sick time. Less than whole numbers will be rounded off to the nearest one-half hour.

Article 15 Section 1:

Section 1:

- a. Each employee will be covered by the applicable Worker's Disability Compensation Act.
- b. The Employer agrees that an employee whose absence from work is due to illness or injury arising out of and in the course of his/her employment with the City, and who is eligible for Worker's Compensation shall, in addition to Worker's Compensation benefits, receive the difference between the Worker's Compensation benefits and his/her City net after tax (gross minus State and Federal taxes) salary and all fringe benefits (except clothing and equipment allowance) as of the date of illness or injury (excluding overtime) commencing the first actual day on which he/she is unable to work following the day of illness or injury, and continuing thereafter until the 365th day following such illness or injury.
- c. In the event that the employee is receiving income from another job and still remains on Worker's Compensation, the amount of the City's contribution shall be reduced by such an amount so that the total of the Worker's Compensation, City contribution, and outside income will not exceed his/her City net salary as of the date of the injury.
- d. Thereafter, an employee injured on the job and eligible for Worker's Compensation shall, in addition to Worker's Compensation benefits, receive 70% of the difference between the Worker's Compensation benefits and his/her City net salary and all fringe benefits (except clothing and equipment allowance) as of the 365th day following said illness or injury (excluding overtime) until such time as the employee either receives a duty disability pension or is able to return to his/her original classification or another open classification within the Department, if possible, or if not, within the City.
- e. If the employee is able to return to his/her original classification, he/she shall do so. If the employee is not able to return to his/her classification but is able to perform work in another open classification, he/she shall be offered a position in that classification, and his/her pay shall be commensurate with the salary or wage grade for that position, or 70% of the salary or wage grade of his/her original classification or position, whichever is higher.

- f. Following the 365th day, an employee's health and ability to perform work for the City shall be reviewed.
- g. After the 365th day, if the employee is receiving income from another job outside the City and is still on disability leave, the amount of salary paid by the City will be reduced by such an amount so that the total will not exceed 100% of the employee's net salary or wage grade. In other words, once the employee earns 30% of his/her net salary or wage grade, any additional money earned will decrease the City's contribution by a like amount.
- h. Commencing with the 366th day of illness or injury, the employee may use accumulated sick time in such an amount so as to receive a full net salary when added to the 70% benefit level, until receiving a disability pension or returning to his/her original or an open classification.

Section 2:

The Worker's Compensation and pension benefits paid to an employee or retiree shall be coordinated so that the amount of pension paid to that person shall be reduced by the amount of the Worker's Compensation payments. Upon termination of the period for payment of Worker's Disability Compensation, arising on account of his/her City employment, the employee or retiree shall again receive his/her full periodic pension payments.

Article 16 Section 1d:

Section 1d: Such special conferences shall be held during the working day. Employees shall be paid for all time necessarily lost from their regularly scheduled work while attending such conferences.

Article 16 Section 2d:

Section 2d: Such special conferences shall be held during the working day. Employees shall be paid for all time necessarily lost from their regularly scheduled work while attending such conferences.

Article 17 Section 6:

Section 6: The employer shall make reasonable provisions for the safety and health of the employees during the hours of their employment. When the employer is notified of a serious health or safety hazard in the work place, necessary steps to correct the hazard will begin immediately. The employer shall endeavor to maintain its equipment in safe operating condition and equipped with safety appliances prescribed by

law. The employer shall furnish such protective devices and/or equipment as it deems necessary to properly safeguard the health of the employees and protect them from injury.

The remainder of Section 6 is status quo.

Article 17 Section 8:

Section 8: Any employee involved in a motor vehicle accident in which he/she is at fault may be disciplined in a manner commensurate with the severity of the accident. In order to improve the employee's driving ability, such discipline shall normally be designed to achieve that end.

- a. Discipline for an employee involved in a motor vehicle accident shall not be mandatory but shall be at the discretion of command.
- b. Any employee involved in a motor vehicle accident in which he/she is not at fault shall not be disciplined.
- c. Any employee being disciplined for a motor vehicle accident has the full right of hearing and appeal as set forth in the discharge and discipline section of this agreement.

If during the life of this agreement the Employer develops and implements a City-wide motor vehicle accident policy, this action shall not preclude employees covered by this agreement from becoming subject to said City-wide policy.

Article 17 Section 15:

Section 15: The Employer agrees to reimburse employees, on a pro-rata basis according to condition and age, for the reasonable value of necessary personal articles such as eye glasses, wrist watches, etc. which are damaged in the line of duty not through the negligence of the employee. The City will establish a schedule of maximum reasonable values of articles for which reimbursement may be made. The damaged article shall become the property of the City following the reimbursement. In the event that an employee receives compensation from his insurance company or from any third party for any damaged item, this section shall not apply.

LETTER OF UNDERSTANDING

It is understood and agreed between the City of Ann Arbor and the Ann Arbor Police Officers' Association that the maximum amount that the City will pay an employee for a lost or damaged watch under Article 17, Section 15 shall be seventy-five dollars (\$75) and for lost or damaged eyeglasses one hundred and fifty dollars (\$150). This is not meant to exclude other personal articles damaged in the line of duty.

Article 17 Section 21

Section 21: Reclassification: The Employer reserves the right to reclassify existing positions based on assigned 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/her respective job classification. It is understood and agreed that such reclassification shall not be arbitrary or capricious.

Second paragraph deleted.

Article 17 Section 26:

This provision is to affirm the City's intent to offer the Communications Operators and Community Service Assistants the opportunity to attend, with pay, job-related classes, seminars, and special training when approved by the Chief of Police or his designee.

Article 17 Section 27

Section 27: The City of Ann Arbor shall provide a copy of this collective bargaining agreement to each member.

The Employer agrees to add the following clarifying language to Ann Arbor Police Department Information and Procedural Order 27, Vacations on page 3.

3. In the Communications Section a vacation slot available for use in one to three day increments will be deemed to exist when:
 - a. The employee requesting to use vacation time in one to three day increments is not on the same shift, or on a shift that overlaps by more than 1/2 hour, as an employee of the same classification who is on vacation on the specific day(s) requested.
 - b. Less than two employees of the same classification as the employee requesting to use vacation time in one to three day increments, are on vacation on the specific day(s) requested.
 - c. At the time of initial consideration of the request, overtime will not result if the request is granted.

APPENDIX A

COMMUNICATIONS OPERATORS

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6*</u>
July 1, 1985	20,233	22,164	22,672	23,213	23,752	24,221
July 1, 1986	20,840	22,829	23,352	23,909	24,465	24,948
July 1, 1987	21,465	23,514	24,053	24,626	25,199	25,696

*Effective July 1, 1985 it will require five (5) years of completed service as a Communications Operator to attain Step 6.

APPENDIX B

COMMUNITY SERVICE ASSISTANTS

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
July 1, 1985	16,833	18,127	19,753	20,977	21,603	22,236
July 1, 1986	17,338	18,671	20,346	21,606	22,251	22,903
July 1, 1987	17,858	19,231	20,956	22,254	22,919	23,590

ON THE BEHALF OF THE ANN ARBOR
POLICE OFFICERS ASSOCIATION
COMMUNICATIONS OPERATORS AND
CSA UNIT

FOR THE CITY OF ANN ARBOR

David Burke
DAVID BURKE, UNION DELEGATE

Richard V. Parker
RICHARD PARKER, CITY DELEGATE

10-09-87
DATE

10-9-87
DATE

George T. Roumell, Jr.
GEORGE T. ROUMELL, JR.
CHAIRMAN

10-30-97
DATE

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