

COLLECTIVE BARGAINING AGREEMENT

JULY 1, 1982 - JUNE 30, 1985

CITY OF ANN ARBOR

AND

ANN ARBOR POLICE OFFICERS ASSOCIATION

FOR

COMMUNICATIONS OPERATORS

AND

COMMUNITY SERVICES ASSISTANTS

Ann Arbor, City of

Ann Arbor Police Dept.

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Ann Arbor, Mich. 48107

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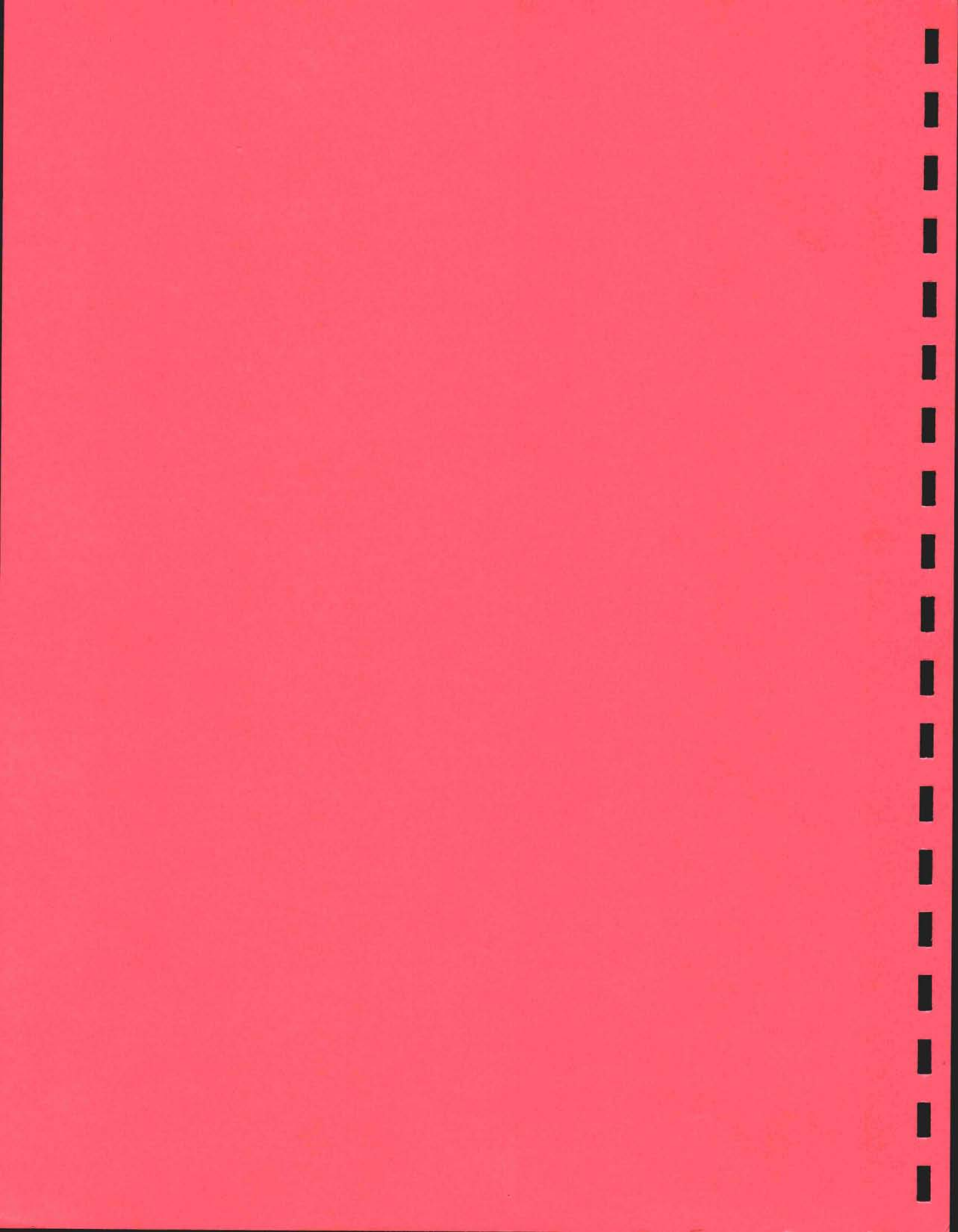


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A G R E E M E N T

THIS AGREEMENT, made and entered into this _____ day of _____, 19____ by and between the City of Ann Arbor, a Michigan Municipal Corporation, party of the first part, and hereinafter termed the Employer, and the Ann Arbor Police Officers Association, party of the second part, hereinafter called the Association for the Unit of Police Communications Operators and Community Services Assistants.

STATEMENT OF PURPOSE

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 Association.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's ability to continue to provide quality law enforcement in an efficient and effective manner to the community.

To these ends, the Employer and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees. The Employer and the Association, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of the Agreement.

ARTICLE I - DEFINITIONS

1. "Association" means the Ann Arbor Police Officers Association.
2. "Department" means the Ann Arbor Police Department.
3. "Employer" or "City" means the City of Ann Arbor.
4. "Chief" means the Chief of the Ann Arbor Police Department.
5. "Immediate Supervisor" or "Section Commander" means the immediate supervising officer of the employee.
6. "Division Commander" means the officer in charge of any division.
7. "Member" or "Employee" means any non-supervisory, non-sworn Police Communications Operator or Community Services Assistant personnel of the Ann Arbor Police Department.

8. "Executive Board" means the six (6) elected stewards of the Association and the six (6) elected officers of the Association as defined in the Association's By-laws.
9. "Steward" means any of the twelve agents of the Association recognized as "Executive Board" members.
10. "Emergency Conditions" means an unforeseen combination of circumstances or the resulting state that calls for immediate action.
11. "Working Day" for the purpose of the grievance procedure and discipline and discharge procedure a working day is any Monday, Tuesday, Wednesday, Thursday or Friday that is not a holiday governed by this Agreement. When any act, notice, or meeting is to occur on a working day, it must be after 8:00 a.m. and before 5:00 p.m.

ARTICLE II - RECOGNITION

Section 1: Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer does hereby recognize the Ann Arbor Police Officers Association 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 unit containing two divisions, Communications Operators, and Community Services Assistants.

Section 2: The Association recognizes that the Employer reserves and retains, solely and exclusively, all rights to manage, direct, and supervise the operations of the Police Department and the work force therein, except as expressly abridged by the provisions of this Agreement.

Section 3: The Employer and the Association agree that for the duration of this Agreement neither shall discriminate against any job applicant or 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.

Section 4: The Association agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Association activity during working hours.

- a. Members shall be permitted to discuss Association business with other members during their duty hours. However, such discussions shall not interfere with the performance of the member's duties.

Section 5: It is understood and agreed that all present employees covered by this Agreement who are members of the Association shall, as a condition of continued employment, remain members in good standing for the duration of this Agreement or cause to be paid to the Association a representation fee equivalent to the monthly Association dues uniformly required of all Association members. All present employees covered by this Agreement who, on the effective date thereof, were not members of the Association shall, as a condition of continued employment, become and remain members in good standing of the Association, within thirty-one (31) days after the execution of this Agreement or upon the completion of their probationary period, whichever is later, or cause to be paid to the Association a representation fee equivalent to the monthly Association dues uniformly required of all Association members. All employees covered by this Agreement who are hired after the effective date hereof shall, as a condition of continued employment, become and remain members of the Association in good standing or pay a representation fee equivalent to the monthly Association dues uniformly required of all Association members upon the completion of their probationary period.

- a. The Association shall defend, indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability arising out of this section.

Section 6: The Employer agrees to deduct from the last paycheck of each month the regular monthly dues or representation fees in amounts certified to the Employer by the Association within fifteen (15) calendar days thereafter.

- a. The Association shall defend, indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability arising out of this section.

ARTICLE III - GRIEVANCE PROCEDURE

Section 1: "Grievance" means any and all disputes about interpretations or applications of particular clauses of the Agreement, and about alleged violations of this Agreement.

Section 2: The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances or disputes. The informal resolution of grievances or disputes is urged, and it is encouraged that they be resolved at the lowest possible level of supervision.

Section 3: Grievances shall be processed according to the following procedures:

STEP 1. An employee who feels he/she has been aggrieved or dealt with unfairly or believes that any provision of this Agreement has not been applied or interpreted properly must discuss his/her complaint with his/her immediate supervisor, with or without the presence of his/her Steward as he/she chooses within seven (7) calendar days after the occurrence of the event upon which the grievance is based. 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/her job for a reasonable period of time up to thirty (30) minutes in order to discuss the complaint with his/her steward.

STEP 2. If the matter is not satisfactorily settled in Step One, the aggrieved employee shall report such grievances to his/her Steward as soon as possible, but in any case within seven (7) calendar days of the event giving rise to the grievance. Such report shall be in writing and shall set forth the nature of the grievance, the date of the matter complained of, the names of the employee or employees involved and the circumstances surrounding the grievance. The Steward shall then discuss such grievance with the Section Commander or his designee in an attempt to resolve the grievance. This discussion shall be had within four (4) working days of receipt of the grievance by the Steward and a written answer rendered by the supervisor three (3) working days after said discussion with a copy of the said answer going to the employee and the Steward.

STEP 3. If the grievance is not satisfactorily adjusted by the above procedure, it shall be referred to the Chief Steward or his designee (designee must be an Executive Board member), who shall convene the Executive Board of the Association to determine the validity and justification of the grievant's complaint. If the grievance is determined to be valid by a majority vote of the Executive Board, a written formal complaint containing all facts and circumstances surrounding the grievance shall be drawn up and presented to the Division Commander within three (3) working days after receipt of the Second Step answer. If the grievance is not determined to be valid by a majority vote of the Executive Board, the Association shall not proceed further on behalf of the employee. A meeting shall thereafter be held within four (4) working days between the Division Commander, the Chief Steward, or his designee (designee must be an Executive Board member), the Steward receiving the original grievance and the aggrieved member. A written answer shall be rendered by the Division Commander within three (3) working days of the meeting.

STEP 4. If the grievance is not satisfactorily settled in Step Three, the Chief Steward or his designee (designee must be an Executive Board member), may appeal to the Chief of Police within three (3) working days of the Step Three decision. Within four (4) working days thereafter, a meeting shall be had with the Chief or his designee, the Chief Steward or his designee (designee must be an Executive Board member), the Steward receiving the original grievance and the aggrieved member. A written answer shall be rendered by the Chief or his designee within three (3) working days after that meeting.

STEP 5. If the grievance is not satisfactorily settled at Step Four, the employee or the Association shall have the right to appeal to the City Administrator; provided said appeal is made within three (3) working days of receipt of the written Fourth Step answer. The representatives of the Association shall meet with the City Administrator and/or his designated representatives within seven (7) calendar days of the presentation of the appeal. The Association representatives may meet for thirty (30) minutes prior to this meeting. The City Administrator's written answer shall be filed within seven (7) calendar days after that meeting. In lieu of filing an answer, the City Administrator, in his discretion may submit the grievance to a mutually agreeable arbitrator. If the parties are unable to agree on an arbitrator, the services of the American Arbitration Association shall be used in making a selection. In such cases, the decision of the arbitrator shall be binding on both parties.

STEP 6. If the Fifth Step answer is unsatisfactory to both the Association and the employee, the grievance may be submitted to a mutually agreeable arbitrator; provided said submission is made in writing within seven (7) calendar days after receipt of the Fifth Step answer. If the parties are unable to agree as to an arbitrator, the grievance shall be submitted to arbitration through the American Arbitration Association in accordance with its voluntary labor arbitrating rules provided such submission is made in writing within seven (7) calendar days of receipt of the Fifth Step answer. The decision of the arbitrator shall be binding on both parties. The arbitrator shall have no power to add 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 Association where such discretion has been retained by the Employer or the Association, nor shall he exercise any responsibility or function of the Employer or the Association.

Section 4: If a grievance is submitted to an arbitrator by the City Administrator under Step Five, the City shall pay the arbitrator's fee. If a grievance is submitted to an arbitrator by an employee under Step Six, the expenses and fees of arbitration shall be shared equally by the Employer and the Association.

Section 5: 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 Association officers; provided, however, that the Employer shall notify the Association of adjustments made in accordance with this section. In no event shall any such adjustment be contrary to or inconsistent with the terms of any agreement between the Employer and the Association.

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 construed as being settled on the basis of the Association's last position.

Section 7: The Employer shall not refuse to meet with representatives of the Association in an attempt to resolve alleged violations of this Agreement in accordance with the steps outlined herein.

Section 8: The Employer and the Association shall agree on a grievance form. Once such agreement is reached, the form shall be prepared by the Employer and provided to the Association and employees as requested. One copy of this form shall be the property of the employee filing the grievance.

ARTICLE IV - STEWARDS

Section 1: The Employer recognizes the right of the Association to designate a Steward and an alternate from the members of this bargaining unit. Once a Steward and an alternate are selected, their names will be submitted to the Police Chief, to the Personnel Department and to the City's Labor Relations Unit for their information.

Section 2: The authority of the Steward and alternate so designated by the Association shall be limited to and shall not exceed the following duties:

- a. The investigation and presentation of grievances in accordance with the provisions of the Grievance Procedure.
- b. The transmission of such messages and information which shall originate with, and are authorized by, the Association, or its officers, provided, such messages and information:
 1. Have been reduced to writing, or

2. If not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the work of the Police Department.
- c. The Steward shall be permitted reasonable time to investigate, present and process grievances on the premises of the Police Department without loss of time or pay during his/her regular working hours. Such time spent in handling a grievance during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward. It is understood that only one Steward shall be allowed to present and process a particular grievance. However, if the Steward handling a particular grievance is absent, another Association Steward can substitute for him/her. Furthermore, the Association's Chief Steward will be allowed to attend grievance hearings in accordance with the grievance procedure.
- d. Bulletins and Orders. A copy of any order, general order, rule, regulation or training bulletin shall be made available to the Steward for the Association.

Section 3: Unit Bargaining Committee: 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 normal regularly scheduled work day will be granted straight time compensatory time for hours spent bargaining with the City.

ARTICLE V - DISCIPLINE AND DISCHARGE

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. The supervisor or employee will notify the employee's Steward that a complaint has been made against the employee. The employee shall, at the time of notification, if he or she so desires, have the right to consult privately with his/her Steward. The employee shall respond to the complaint or allegation except in those instances involving possible criminal conduct.

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 or refuses to answer 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.

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 not later than the working day following the day the Division Commander has received the completed investigation from the investigating supervisor.

Section 4: In severe cases where it is necessary for the Employer to relieve the employee of duty, the employee shall be informed of the reason for his/her relief from duty and be allowed the opportunity to discuss his/her relief from duty with his/her Steward before being required to leave the premises. In the event an employee is relieved from duty, only his/her salary and other monies payable shall be discontinued until returned to duty, reassigned, suspended, or discharged.

If an employee who has been relieved of duty is subsequently suspended, the suspension shall be retroactive to the first day the employee was relieved of duty. If the suspension is less than the period the employee was relieved from duty, the employee will be reimbursed for the difference. If an employee who has been relieved of duty is neither suspended nor discharged, he/she shall be paid for the period he/she was relieved from duty. If an employee who has been relieved of duty is subsequently discharged, the employee shall not be compensated for any personal leave days, vacation days, sick days or holiday time accrued while relieved of duty, or for any back pay. In this case uniform purchase and maintenance allowance, and longevity will be paid on a pro-rata basis for time worked.

Section 5: The forms of discipline shall be limited to the following:

- a. Written Warning. A form of progressive discipline whereby an employee is notified, in writing, that his/her conduct is unsatisfactory in that it does not measure up to the minimal acceptable work level or conduct of the department. When a written reprimand is issued to an employee, he/she shall signify his/her receipt of said reprimand by signing same, and he/she shall be furnished a copy of the reprimand; and the original shall be placed in the employee's personnel file. If the employee wishes to record his/her position regarding the action, he/she shall have the right to note his/her position and attach a memo to the warning, setting forth said position.
- b. Suspension. 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.
- c. Dismissal. A complete and final separation from employment of the Employer. It is recognized by both the Employer and the employee that the employee may continue to be represented by his/her bargaining unit after dismissal through all prescribed contractual appeals.

Section 6: If the employee is not satisfied with the Division Commander's decision on discipline, he/she may appeal said decision to the Chief of Police; provided a written appeal is presented to the Chief within three (3) working days after the Division Commander makes his decision. The Chief, or his designee, will review the complaint or allegation, charges, investigation, disciplinary decision and written appeal submitted by the employee. He will affirm or modify the proposed discipline and notify the employee and Association in writing of said decision within three (3) working days of receipt of the appeal.

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 three (3) 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 three (3) working days of receipt of the appeal.

Section 8: If the employee and the Association are dissatisfied with the City Administrator's decision, the matter shall be referred to arbitration within seven (7) calendar days of receipt of the written decision by the employee and the Association. Said arbitration shall be through the American Arbitration Association in accordance with its voluntary labor arbitration rules. Failure to request arbitration within the seven (7) calendar days shall be deemed an acceptance of the discipline and the matter shall not be subject to further appeal. The expenses and fees of arbitration shall be shared equally by the Employer and the Association.

Section 9: Verbal reprimands shall be exempt from the provisions of this Article.

ARTICLE VI - STRIKES AND LOCKOUTS

Section 1: The Association agrees that during the life of this Agreement neither the Association, its agents nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slow-down, strike or any other concerted activity which interferes with the operation of the Employer. The Employer agrees that during the same period there will be no lockouts.

Section 2: Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slow-down, strike or any other concerted activity which interferes with the operation of the Employer may be disciplined or discharged.

ARTICLE VII - SENIORITY

Section 1: Seniority encompasses three distinct types of seniority defined as:

- a. City seniority is the length of service as an employee of the City of Ann Arbor (service not interrupted for more than one (1) year by resignation from City service).

City seniority date is the date of original hire minus any time absent due to resignation providing the employee returns to City service within one year of resignation. For those members who are hired on the same date, their date of application will be the deciding factor of order of seniority.

- b. Departmental seniority is the length of service as an employee of the Ann Arbor Police Department (service not interrupted for more than one (1) year by resignation from City service).

Departmental seniority date is the date of original hire or transfer into the Police Department minus any time absent due to resignation providing the employee returns to City service within one (1) year of resignation. For those members who are hired on the same date, their date of application will be the deciding factor of order of seniority.

- c. Position classification seniority is the length of service within a position classification. Any time spent in another position classification will not be included but will apply to departmental and city seniority except that all time spent as an Animal Control Officer or Police Services Assistant will count as time spent as a Community Services Assistant. Position classification seniority date is the original date of hire into or transfer into the position classification minus any time spent in another classification.

Section 2: New permanent employees hired into the unit shall be probationary employees for evaluation purposes, for six months commencing with the date they are hired in the Police Department. 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 so be terminated.

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.

It shall be the Department's prerogative to extend the probationary period an additional six (6) months beyond the first six (6) months evaluation period which begins at the time the employee was hired by the City of Ann Arbor. 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.

Section 3: The Employer will maintain an up-to-date seniority list. A copy of the seniority list will be provided the Association each six (6) months. The names of all employees who have completed their probationary periods shall be listed on the seniority list starting with the senior employee's name at the top of the list. The seniority list on the date of this Agreement will show the names, job titles, date of hire, and length of service and will also include the dates of City seniority, Departmental seniority, and position classification seniority.

Section 4: An employee's seniority and employment shall terminate:

- a. If he/she quits or retires from City employment and is not rehired within one year; provided that a person rehired, within said one year period, will not be allowed to compete for promotion for two years subsequent to the date of rehire.
- b. If he/she is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
- c. If following a layoff he/she fails or refuses to notify the Employer of his/her intention to return to work within five (5) calendar days after receipt of a written notice sent by certified mail of such recall is sent to his/her address on record with the Employer or personal notification by other means or having notified the Employer of his/her intention to return, fails to do so within ten (10) calendar days after receipt of such notice.
- d. If he/she is absent for three (3) consecutive regularly scheduled working days without notifying his/her supervisor prior to or within such three (3) day period of a justifiable reason for such absence unless such notification was impossible. 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/her last known address that he/she 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.
- e. When he/she has been laid off for a period of twenty-four (24) or more consecutive months.
- f. Failure to return from sick leave and leaves of absence will be treated the same as (c) above.

Section 5: The Employer may layoff a permanent employee when he deems it necessary by reason of shortage of work or funds, abolition of the position, or material change in the departmental organization.

- a. Order of Layoffs. When the Employer deems it necessary to reduce the number of employees in a permanent position classification, the employee who last entered the affected classification shall be the first to be removed therefrom, providing the remaining employees have the ability and skills necessary to perform the work required in the classification. In the event there are not senior employees who possess the ability and skills necessary in that classification, then a lesser seniority level employee who is so qualified shall be retained.

- b. Bumping. Employees laid off may exercise their seniority in any other position classification within the bargaining unit by bumping into said classification if he/she possesses the ability and skills necessary to perform the work therein and will displace the last employee who entered that classification, if the employee who requests to bump has more unit-wide seniority. Unit-wide seniority shall be defined as the amount of time spent as a Community Services Assistant and/or a Communications Operator with the Employer. Any time spent classified as an Animal Control Officer or Police Services Assistant will count as time spent as a Community Services Assistant.
- c. Recall. When the work force is increased following a layoff, employees shall be recalled to work in inverse order of layoff providing the employee's ability and skills remain suitable to performance of the job to the same extent as prior to layoff.

Notice of recall shall be sent to the employee at the last known address by registered mail or certified mail. If an employee fails to report to work within ten (10) days from date of mailing of notice of recall, he/she shall be considered to have quit.

Section 6: The Association recognizes the right of Management to transfer employees to positions within the Department or outside the Department on a temporary or permanent basis; and the right of Management to reorganize Departmental functions as well as functions within the classifications covered by this Agreement. Management recognizes that such transfer or reorganization shall not be arbitrary or capricious.

Section 7: The Employer shall have the right to temporarily transfer employees within the bargaining unit from one classification to another for a period not to exceed one-hundred twelve (112) days. Such employees will receive the rate of pay of the higher classification for all hours worked while serving in such position. Employees shall not be assigned jobs which are not customarily performed by personnel in the classifications to which the employee was transferred. During such Employer initiated transfer, the employee's position seniority in their original classification will continue uninterrupted.

Section 8: If an employee is temporarily transferred by the Employer to a position outside the unit and is thereafter transferred again to a position within the unit, he/she shall have accumulated seniority while working in the position to which he/she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement. The Employer shall not transfer an employee to a position outside the unit without the consent of the employee for a period which exceeds one-hundred twelve (112) days.

Section 9: In the event of a vacancy or a newly created position within the unit, said vacancy or newly created position shall be posted in a conspicuous place within the Police Department, for at least seven (7) days and a copy of said posting shall be furnished the Association. During said seven (7) day period employees interested in being considered for said vacancy or opening shall submit an approved application to the Chief expressing their desire and qualifications. The job shall be awarded to the employee with the best qualifications who possesses the ability and interest to perform the job. In case there are two or more bidding employees who possess equal qualifications, ability and interest, the most senior employee shall be awarded the job. In the event the job vacancy is filled from those employees within the unit the employee thus awarded the job shall assume the position as soon as is practicable after the award is made and shall be on job probation for a period of six (6) months commencing with his/her first actual day on the job. An employee may be removed or request to be removed, without prejudice, from the job any time during the six (6) months probationary period during which time he/she demonstrates that he/she does not have the ability, skills or other attributes to satisfactorily perform the requirements of the job. In the event the employee is removed from the job or requests to be removed during his/her job probationary period, or thereafter, he/she shall return to any open position within the unit to which he/she has the qualifications and ability to perform.

Section 10: For the purpose of layoff and recalls, where the Chief Steward is a member of this bargaining unit, he/she and the unit Steward shall head the seniority list and shall be retained so long as they are willing and have the ability to satisfactorily perform the available work. This super-seniority shall apply only to layoffs and can be exercised only after the employees holding the afore-designated Association position have exercised their actual seniority. It is understood and agreed that the super-seniority referred to in this section is solely for the purpose of retaining a job in the Department and under no conditions can it be exercised for job preference under any of the terms and provisions of this contract.

The Association shall defend, indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability arising out of this section.

Section 11: Both the Employer and the Association recognize the value of on-the-job training. In the event of a vacancy in a training position or a newly created training position within the unit, said vacancy or newly created position shall be posted in a conspicuous place within the Police Department for at least seven (7) days and a copy of said posting shall be furnished the Association. During said seven (7) day period, employees interested in being considered for said vacancy or opening shall submit an

approved application to the Chief expressing their desire and qualifications. The job shall be awarded to the employee with the best qualifications who possesses the ability and interest to perform the job. In case there are two (2) or more bidding employees who possess equal qualifications, ability and interest, the most senior employee shall be awarded the job. An employee may be removed or request to be removed from the job any time during the training period during which time he/she demonstrated that he/she does not have the ability, skills or other attributes to satisfactorily perform the requirements of the job. In the event the employee is removed from the job or requests to be removed, he/she shall return to the permanent classification he/she occupied prior to his/her transfer. Notification of training vacancies shall be sent to all employees on vacation during the seven (7) day posting period.

- a. An employee shall not be assigned to a training position for more than six months.
- b. When an employee is assigned a training position pursuant to this section, he/she shall continue to be paid the salary to which he/she is entitled in his/her permanent classification.
- c. During a training assignment, the employee being trained will always be supervised by a qualified employee or a qualified supervisor.

Section 12: If the Employer fails to give an employee work to which his/her seniority and qualifications entitle him/her and such work does exist and a written notice of his/her claim is filed within seven (7) days of the time the Employer first failed to give him/her such work, the employee may file a grievance under the grievance procedure and if successful in the grievance, the Employer will reimburse him/her for the earnings he/she lost through failure to give him/her such work.

Section 13: No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate.

ARTICLE VIII - LEAVES OF ABSENCE

Section 1: The Employer may grant a leave of absence for personal reasons of 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.

Section 2: An employee who, because of illness, to himself/herself or his/her immediate family (to mean only the spouse and children of the employee), disability or accident, other than illness, disability or accident compensable under the Worker's Disability Compensation Act, is physically unable to report for work may be given a leave of absence, upon the employee's request, of not to exceed one (1) year provided he/she promptly notifies the Employer of the necessity therefor and provided further that he/she supplies the Employer with a certification from a qualified physician of the necessity for such absence. The Employer may request additional medical certification to include sending the employee to a physician of the Employer's choice to substantiate the necessity for continued leave but at no time shall said leave exceed one (1) year unless said extension is approved by the Employer. If an extension is approved beyond the one-year period, the employee may return if an open position exists and he/she remains capable of performing the responsibilities of the position.

Section 3: A regular employee who enters the military service of the United States by draft or enlistment shall be granted a leave of absence for that purpose and upon the termination of such service shall be afforded reinstatement in accordance with all applicable provisions of the Selective Service and Universal Military Training Act and/or any other applicable laws then effective. Where circumstances have so changed as to make it impossible or totally unreasonable to offer re-employment in the employee's previous position, he/she shall be afforded such employment as may be available which he/she is capable of performing at the current rate of pay for such position. Such request for reinstatement must be made within ninety (90) days of the date of the termination of such service or ninety (90) days after hospitalization continuing after the termination of such service.

Section 4: The City will allow unit employees who are elected officials of the AAPOA reasonable time off the job with pay to attend to business relating to their official functions. Such time off will be granted at the discretion of the Chief of Police upon reasonable notice by written request to permit proper evaluation and manpower consideration.

- a. Monthly membership meetings
- b. Executive board meetings
- c. Training seminars/conferences
- d. Special committee meetings
- e. One (1) hour per day for internal Association affairs.

Section 5: 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: Mother, Father, Sister, Brother, Spouse, legitimate child, Mother-in-law, Father-in-law, or a member of the employee's household.

Permanent employees shall upon approval of the Chief of Police, or his designee, be allowed up to forty (40) hours as funeral leave in order to attend the funeral with pay not to be deducted from sick leave for a death of a step-parent or step-child.

Permanent employees shall be allowed two (2) work 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 or spouse's grandparents or grandchild.

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 sister-in-law or brother-in-law.

Section 6: A permanent employee who has completed his/her probationary period, who has been elected or appointed to a public position will be granted a leave of absence without pay for a period of not to exceed two (2) years. An employee elected or appointed to a position shall not accrue seniority while on leave, unless the appointment is police related, and at the expiration of the leave he/she shall be returned to the permanent job classification that he/she held prior to said leave.

Section 7: Employees may take up to three (3) personal leave days in any July 1 through June 30 period, except that only one personal leave day of the three may be taken in May or June. Any unused personal leave days remaining upon completion of the employee's last scheduled work day in the fiscal year shall be converted to compensatory time.

Requests for such personal leave days must be made at least twenty-four (24) hours before the day requested. Granting of personal leave time shall be subject to the operational requirement of the Department but shall in no case be denied to avoid creating overtime.

In the event that new employees are added to the bargaining unit, they shall accrue one (1) personal leave day in the four (4) month increment of their hire and each succeeding increment until the beginning of the next fiscal year. As of the start of the fiscal year, said employee shall be considered a permanent employee for purposes of this article. The four (4) month increments shall consist of July 1 to October 31; November 1 to February 28; March 1 to June 30.

Section 8: Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves of the United States for the purpose of fulfilling their annual field training obligations and when called out due to temporary civil disturbances. An application for a leave of absence for such purposes must be made as soon as possible after the employee received his/her orders.

- a. The Employer shall make up the difference between what an employee would have received, had he/she worked during said leave time, and the pay he/she received from his/her activities, for a maximum of two (2) weeks per year, provided said employee submits proof of payment from the military.

Section 9: In keeping with the Employer's policy of encouraging the improvement and professionalism of its personnel through education, the Employer shall provide to employees the opportunity to take courses at an accredited college, university or community college reimbursing the employee for tuition and required textbooks for six (6) credit hours per semester or term. Any late registration fees will not be reimbursable.

- a. In the event that an employee leaves the service of the City within a year after receiving educational benefits, he/she shall reimburse the City, on a pro-rated basis, for the monies received.
- b. In order to be eligible for textbooks and tuition reimbursements, the employee must not be eligible for reimbursement from any other source. The employee shall advance the cost of all tuition and required textbooks and shall be reimbursed by the City upon the satisfactory completion of each course.
- c. Courses taken must be job related and approved by the Chief with consideration given to past practice. Courses to be considered for reimbursement must be specifically stated with the curriculum guidelines, thus excluding unspecified electives.
- d. The employee must receive prior approval of the course or courses from the Chief, and the employee must receive a grade of "C" if deemed a satisfactory grade.

Communications Operators may request prior approval by the Chief to take graduate level courses at an accredited college or university and where the approval of such job related graduate level work is granted the employee must receive a grade of "B" or better. Community Services Assistants will not be granted approval for graduate level courses.

- e. Courses shall be taken on the employee's off duty time. Courses may be taken during duty hours with the prior approval of the Chief or his designated representative. Hours lost under these circumstances shall be made up by the employee, or on the agreement of the employee and the Chief, or his designated representative, be deducted from the employee's accrued vacation or compensatory time.

ARTICLE IX - HOURS

Section 1: The work day consists of ten (10) hours per day for employees assigned to the Communications Section. 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.

Section 2: All employees shall be entitled to two (2) fifteen minute rest periods of coffee breaks during such shift. A lunch period shall not be considered a rest period or coffee break. Lunch periods for all unit members shall consist of thirty (30) minutes.

Section 3: It is recognized by the Association that scheduling work is a Management right. It is recognized by the Employer that scheduling must not be arbitrary nor capricious, such as changing a member's work schedule from day-to-day except during periods of emergency. Employees shall be assigned to their respective shifts on the basis of seniority through the following shift bid procedure.

- a. Shift schedules shall be from 28 to 112 days in length. Employees may bid for a different job classification assignment within the unit with only the permission of Management.
- b. Three weeks prior to the posting of a new shift the Employer shall furnish the Association President a shift schedule bid form. The Association President or his assigned designee shall be responsible for obtaining shift and days off bids from employees in the unit and shall return the completed shift schedule to the Employer not later than fourteen (14) days prior to the shift change.
- c. It is understood and agreed that when a vacancy occurs on a shift due to job transfer, resignation, retirement, or illness, disability, or accident of over two (2) weeks probable duration, the Employer shall have the right to fill said vacancy with an employee in the same classification from another shift. It is understood that such change will begin on a Sunday and the Employer will give any employee being moved at least seven (7) calendar days notice prior to the move.
- d. An employee may be allowed to trade work schedules with another employee to accommodate personal needs provided such trade is approved by the Division Commander and the employee involved.

Section 4: For those employees working the ten (10) hour per day schedule, time and one-half 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 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 sixth and seventh day of the employee's scheduled work week.

For those employees working the eight (8) hour per day schedule, 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.

- a. Overtime shall be compensated by payment at the appropriate rate.
 1. All overtime earned with respect to holidays shall be paid in cash, unless compensatory time is requested by the employee and approved by the Employer.
 2. All other overtime earned will be paid in either cash or compensatory time as requested by the employee.
- b. Compensatory time accumulation shall not exceed one hundred and twenty (120) hours. Time earned in excess of one hundred and twenty (120) hours will automatically be paid at the appropriate rate in cash. Upon termination or death, all compensatory time accumulated will be paid in full. However, if Federal or State law changes so as to make the present system for granting and administering compensatory time and time-off illegal, the Employer shall be allowed to change the existing system so as to comply with said law. Employees shall not be allowed to take more than forty (40) hours compensatory time off in conjunction with vacation leave or at any other single occasion.
- c. A maximum of eighty (80) hours of compensatory time may be taken in any July 1 through June 30 period unless otherwise requested by the employee and approved by the Chief or his designee.
- d. Employees will be allowed to work for one another and trade compensatory time with the Employer's approval.
- e. Compensable time off shall be considered as time worked for the purpose of computing benefits under this Agreement. For employees not on the Department payroll as of June 30, 1982, compensatory payout at retirement will not be included in final average compensation.

Section 5: The Employer has a right to schedule overtime for emergency situations in a manner most advantageous to the Department and consistent with the requirements of public safety.

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 the scheduling of overtime is deemed necessary, 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.
- b. If there are no volunteers available the Department may order overtime as in emergency situations.
- c. For the purposes of overtime equalization, any new members added to the unit or any members coming back from a leave of any type will be credited with the highest number of offered overtime hours held by any active unit members.

ARTICLE X - WAGES AND BENEFITS

Section 1: The job classifications, rate ranges and incremental steps applicable thereto are set forth in Appendices A and B attached hereto and by this reference made a part hereof.

Section 2: Employees covered by this Agreement shall be paid in full bi-weekly. Paychecks will normally be available on Thursday. The only exceptions shall be when there is a computer malfunction or other such adverse event which is beyond the Employer's control.

Not more than seven (7) days shall be held from a regular employee, (initial holdback) excluding holidays and overtime which can be held back a maximum of ten (10) days. Each employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose on a form provided by the City of Ann Arbor.

Section 3: If an employee is called back to work on any other shift, he/she shall be compensated for a minimum of three (3) hours overtime unless such callback shall extend past three (3) hours, in which case he/she shall be paid overtime for the exact hours or portion thereof worked. This provision includes, but is not limited to, returning to work for court appearances. If an employee is called back by the Employer within eight (8) hours of the end of his/her regular shift, he/she shall be compensated at the rate of double time. This shall not apply to shift change days. In the event of the necessity of overtime in the Communications Section and callback of employees occurs, Communications Operators will be called back first.

- a. An employee called back to work because of negligence of duty shall not be entitled to overtime compensation. Determination of when an employee will be called in under such circumstances will normally not occur where the timeliness of rectifying the perceived negligence will not impact operational efficiency by waiting until the employee is next scheduled to return to duty. Where it is deemed necessary to call an employee back to work because of perceived negligence the employee affected will be given a written memo outlining the negligent action and necessity for callback of the employee.

Section 4: Insurance

- a. Hospitalization: The Employer agrees to the following conditions regarding hospitalization insurance. The Employer may change insurance carriers for health or dental coverage provided that the level of benefits remains equal to or better. In the event a benefit is denied by the new carrier which would have been paid for by the former carrier, the City shall be responsible for its payment.
 - (1) The hospitalization plan is the High Benefit Comprehensive Blue Cross-Blue Shield MVF I Plan. This plan provides for up to 365 days of hospitalization and it includes the Comprehensive Blue Shield Surgical Plan, prescription drug deductible, Master Medical Plan, and PPNV-1 + ML Riders. The true cost of a "50% Delta Dental Plan" with a maximum benefit of \$1,000 per year per person will be paid by the City. The City will provide eye coverage by "Mutual Eye Claims Audits, Inc." This is to be the "Full Service Benefit" Plan "A" as submitted by Mutual Eye Claims Audits, Inc. 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 hospitalization coverage, then the employee shall take said coverage, and the City's obligation to provide hospitalization coverage 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).

- (2) An employee may elect to take this hospitalization insurance at the time he/she becomes a permanent employee. An employee may also elect to take this 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/she elects to take this 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.

b. Life Insurance Coverage

- (1) The Employer agrees to pay the entire premium cost of \$15,000 of life insurance on all permanent employees who have completed their probationary period. The Employer further agrees to pay the entire cost of \$5,000 of life insurance for retiring employees; 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 up to twice his/her annual salary with Employer paying one-half and the employee paying one-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:

<u>Coverage</u>	<u>Amount</u>
Spouse	\$1,500
- Birth to Age 6 Months	\$ 100
- Age 6 Months to 19 years	\$1,000

The employee will pay the entire cost of this coverage.

Section 5: An employee who is required to report for and/or perform jury duty as prescribed by applicable laws, for each day on which he/she reports for and/or performs jury duty during hours he/she otherwise would have been scheduled to work for the Employer, shall be paid the difference between what he/she receives from the court as daily jury duty fees and what he/she would have earned from the Employer for the hours lost from work for jury duty not to exceed either eight (8) hours of pay for those working an eight (8) hour per day schedule and not to exceed ten (10) hours per day for those working a ten (10) hour per day schedule at his/her regular straight time hourly rate of pay. This provision shall not apply for any day upon which the employee was excused from jury duty in time to reasonably permit him/her to return to work on his/her shift for two (2) or more hours unless such employee does so return to work.

- a. In order to receive the payment above referred to, an employee must give the Employer notice as soon as possible that he/she has been notified of a requirement to report for jury duty and must furnish satisfactory evidence that he/she reported for and/or performed such jury duty for the hours for which he/she claims such payment.
- b. 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 12:00 p.m. will be assigned to a shift whose assignment start time begins before 12:00 p.m. in accordance with the procedural order governing 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.

Section 6: Each employee covered by the Agreement shall receive a uniform purchase and maintenance allowance of five hundred (\$500.00) dollars annually. Fifty percent (50%) of said allowance shall be paid on or before July 20 of each year and fifty percent (50%) shall be paid on or before January 20 of each year.

ARTICLE XI - HOLIDAYS

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
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: 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 shift and ten (10) hours of straight time compensation if he/she is working ten (10) hour shifts. For example, i.e. 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.

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.

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.

If an employee is scheduled to work and is told not to work, the employee will receive 50 or 48 hours of pay for that week, depending on their regular work schedule, but will not use banked time to be off.

Section 3: To qualify for holiday pay under this Article, an employee must be a regular full-time employee as of the time the holiday occurs and must have worked all of the scheduled hours he/she was scheduled to work the last day he/she was scheduled to work before the holiday and the next day following such holiday; except where the employee's absence on such day or days is due to the fact that such day or days occur during his/her regularly scheduled vacation, the employee is on a compensatory leave day, or the employee presents a reasonable excuse acceptable to Management.

ARTICLE XII - VACATION

Section 1: Employees, as of the anniversary date of their employment by the Employer, shall be eligible for vacation with 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.

- 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.
- 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.

Section 2: Employees shall earn vacation leave with pay at the rate of one-twelfth (1/12) of their annual vacation allowance for each month of continuous service.

Section 3: Sickness or Injury. Absence on account of sickness, 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 Chief, be charged against the employee's vacation leave allowance.

Section 4: Records. The Chief shall keep records of vacation leave allowances and shall schedule vacation leaves with particular regard to the seniority of employees, in accord with operating requirements and within the written request of the employees. The official records for vacation and sick leave are in the Controller's Office.

Section 5: An hour of vacation pay as provided for in this section shall equal the employee's annual salary at the time he/she takes his/her vacation divided by 2080.

Section 6: Subject to the constraints of this section and procedural orders, an employee may, to the extent of their unused vacation take one (1) vacation during a designated 112-day vacation period.

- a. Vacations shall be a minimum of one week unless otherwise approved by the Employer.
- b. Vacations shall begin on a Sunday and end on a Saturday unless otherwise approved by the Employer.
- c. Additional vacation time may be taken with the Employer's approval.
- d. During a new employee's probationary period, vacation time may not be used except with the express permission of the Chief.

Section 7: The Chief shall determine the number of employees who can be assigned for vacation purposes at any time agreeing that an effort shall be made to schedule vacation leave in accordance with the manpower and workload requirements as determined by him. Vacation leaves shall be granted giving preference to senior employees. Such vacation sign-up will be with the Division Commander or his designee. A final vacation list shall be prepared by the Chief showing vacations which have been selected.

- a. If an employee is not on the shift or in the classification for which he/she had approved vacation leave at the time said leave is due, said leave shall be rescheduled on the shift and within the classification the employee then occupies; provided there is available vacation time on such shift in such classification.
- b. If the employee is transferred for the convenience of the Employer from one shift to another or to another job classification after said employee has selected his/her vacation leave days, said vacation leave shall be honored.

Section 8: Vacation time off shall be cumulative from year to year. However, no employee shall be allowed to accumulate more than two (2) times the annual vacation he/she is entitled to pursuant to this section. For employees not on the department payroll as of June 30, 1982, vacation payout at retirement will not be included in final average compensation.

Section 9: If a regular payday falls during an employee's vacation and he/she is to be on vacation for two (2) weeks or longer, he/she will be entitled to receive that check in advance before going on vacation. An employee must make a request to the City Controller's Office for his/her check two (2) weeks before leaving, if he/she desires to receive it in advance.

Section 10: Employees separated from City service shall be paid at their normal salary rate for their unused vacation time.

Section 11: In the event an employee is called back to work from his/her scheduled vacation or compensable time or personal leave time taken in conjunction with his/her scheduled vacation, he/she shall be compensated by returning to him/her, on a one (1) day for one (1) day ratio, those days lost due to the callback and by paying him/her at the rate of pay which would normally apply for the hours worked had he/she not been on vacation.

ARTICLE XIII - SICK LEAVE

Section 1: Sick leave for all employees covered by this Agreement shall be accrued and granted in accordance with the provision of this section.

Section 2: Employees covered by this Agreement shall accumulate eight (8) hours of sick leave for each completed month of service with a maximum accumulation of nine hundred and sixty (960) hours. Employees who work less than a normal work shift, due to illness or injury, shall accumulate sick leave on a pro-rata basis. New employees on their date of hire shall have accredited to them 96 hours sick time, however, they shall not accumulate additional sick time until after the completion of one year of service. If a new employee uses a portion of their advance accrual and then leaves City employment prior to when they normally would have acquired the amount used, the cash value of such excess usage will be deducted from their final payout.

Section 3: In order to qualify for sick leave payments, the employee must notify the department not later than one (1) hour before his/her normal starting time on the first day of absence unless in the judgment of the Chief the circumstances surrounding the absence made such reporting impossible in which event such report must be made as soon thereafter as is possible.

- a. In order to qualify for sick leave payments which involve the use of three (3) work days in any seven calendar day period, employees shall furnish a signed doctor's certificate upon return to duty if requested by the Chief.
- b. An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or dismissal depending upon the circumstances involved.
- c. Given reasonable justification, the City has the right, at its expense, to order an employee to report to a City doctor at any time. The employee shall receive no additional compensation for the time that he/she is examined if the examination occurs during the employee's regularly scheduled work period. If the employee is ordered to be examined during time when they are not regularly scheduled to work, the employee will be compensated at the appropriate overtime rate unless sick leave abuse is suspected and verified.
- d. Employees who are on sick leave must notify the Employer of their whereabouts.
- e. An employee who calls in sick and is subsequently taken off the payroll because of a lack of accumulated sick time is subject to the following circumstances:

- (1) Such employee shall not qualify for overtime in each week such instances occur until they have completed 40 hours work in that week.
- (2) Employees will be subject to disciplinary action or dismissal depending on the circumstances.

Section 4: Employees, subject to the provisions set forth in this section, 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 doctors or dentists appointments which would not at that time prevent the employee from working.

- a. All eligible employees: employees with accumulated sick leave credits who meet the qualifications of this section, who take sick leave pursuant to this section, shall receive the straight time pay they would have received had they actually worked the day taken as sick leave and shall have eight (8) hours deducted from their accumulated sick leave bank. Hypothetically the procedure shall work as follows: An employee working ten (10) hour shifts, who has available sick leave credits and qualifies pursuant to this section, takes a day sick leave shall receive one-fourth (1/4) of his/her weekly salary and shall have eight (8) hours deducted from his/her accumulated sick leave bank. An employee working eight (8) hour shifts, who takes a day sick leave, shall receive one-fifth (1/5) of his/her weekly salary and have eight (8) hours deducted from his/her sick leave bank.

Section 5: Sick leave absences shall be charged for all time taken off work to the level of one-half (1/2) hours. The determination of how much time will be charged is based on the percentage of the workshift completed as applies to the eight (8) hours that may be charged for a single day. If for example, an 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 to the nearest one-half hour.

Section 6: An hour of paid sick leave shall be determined by dividing the employee's annual salary by 2080.

Section 7: When an employee dies or retires under the Employer's Retirement Plan, any unused accumulation, not to exceed nine hundred and sixty (960) hours of paid sick leave, shall be paid to said retiring employee or his/her estate at the rate of pay applicable to the permanent classification held by the employee at the time of said death or retirement. For employees not on the department payroll as of June 30, 1982, sick leave payout at retirement will not be included in final average compensation.

Section 8: An employee who has accumulated the maximum of nine hundred and sixty (960) hours of sick leave credit shall, if he or she notifies the City Controller's Office between December 1 and December 15 on the form provided be paid on or before January 20 of the following calendar year for one-half of the unused sick leave hours earned in the preceding calendar year of employment with the City above the nine hundred and sixty (960) hours accumulation authorized above, and the remaining one-half shall accumulate and may be used for sickness only, and will not be compensated for in any way upon death or retirement.

If the employee chooses to elect this payment option, he/she shall be paid at the rate in effect for his/her classification during the notification period. If an employee wishes to accumulate all of the unused sick leave hours earned in such year, he/she may accumulate it but it may be used for sickness only and will not be compensated for in any way upon death or retirement.

Section 9: Whenever sick leave payments are made under this section, the amount of such payments shall be deducted from the employee's accumulated unused bank of sick leave credits.

Section 10: If and when an employee quits or is discharged from his/her employment, any unused accumulation of paid sick leave shall be cancelled.

Section 11: An employee eligible for sick leave with pay may use such sick leave, upon approval of the division or unit commander, for absence due to exposure to contagious diseases which could be communicated to other employees, or due to illness or injury in the employee's immediate family, living in the employee's household (which is limited to husbands, wives, children and parents). Immediate family does not include in-laws. The City reserves the right to require an employee to bring in medical verification, at the employee's expense, of family illness or injury.

An employee eligible for sick leave with pay may use such sick leave, upon approval of the division or unit commander, for absence caused by illness or injury creating emergency conditions which involve the employee's legitimate children or parents living outside the employee's household. Once the emergency condition stabilizes, the employee is expected to return to work. The City reserves the right to require the employee to bring in medical verification at the employee's expense, of such illness or injury.

Section 12: When an employee has exhausted his/her accumulated paid sick leave credits, said employee may, at the discretion of the Chief, use accumulated paid vacation days or accumulated paid compensatory time to the extent of said employee's unused accumulated vacation or accumulated compensatory time as paid sick leave.

ARTICLE XIV - LONGEVITY

Section 1: Employees who, during a given calendar year, complete five (5) or more years of continuous service for the Employer and who are employed on December 1 of said calendar year shall receive a longevity allowance in accordance with the following schedule:

Five (5) but less than ten (10) years of continuous service = \$300.00

Ten (10 but less than fifteen (15) years of continuous service = \$600.00

Fifteen (15) but less than twenty (20) years of continuous service = \$900.00

Twenty (20) but less than twenty-five (25) years of continuous service = \$1,200.00

Twenty-five (25) or more years of continuous service = \$1,500.00

Section 2: Longevity payments specified above shall be paid to all eligible employees in a lump sum payment on or about December 15 each year.

Effective 1/1/83 longevity payments specified above shall be paid to all eligible employees in a lump sum payment in the month following the employee's anniversary date.

Section 3: Employees who leave City employment shall be eligible for prorated longevity payment from their anniversary date.

Effective 1/1/83, for example, if an employee hired January 10, 1974 left City employment on May 10, 1983, that employee would receive a final longevity payment equal to 4/12 of his/her payment.

ARTICLE XV - WORK RELATED INJURY

Section 1: Each employee will be covered by the applicable Worker's Disability Compensation Act and the Employer further 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 salary and all fringe benefits (except uniform purchase and maintenance allowance) as of the date of the injury (excluding overtime) commencing the first actual day on which he/she is unable to work following the day of injury and continuing thereafter until the 365th day following such injury. 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 salary as of the date of the injury. 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 salary and all fringe benefits (except uniform purchase and maintenance 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 other open classification within the Department, if possible, or if not, within the City. 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 either 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. Following the 365th day, the Employee's health and ability to perform work for the City shall be reviewed. 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 salary or wage grade. In other words, once the employee earns 30% of his/her salary or wage grade, any additional money earned will decrease the City's contribution by a like amount. Commencing with the 366th day of illness or injury, the employee may use accumulated sick time in such an amount so as to receive full 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 XVI - SPECIAL CONFERENCES

Section 1: Special conferences for the discussion of important matters (not grievances) may be arranged at a mutually satisfactory time between the Association and Employer representatives within a reasonable amount of time after the request of either party, subject to the following conditions:

- a. Such meetings shall be held only as necessary and shall not become unreasonable in number.
- b. Such meetings shall be attended by a maximum of two (2) Association representatives unless additional representatives are requested by the Chief.

- c. There must be reasonable advance written notice of the desire to have such meeting, which notice must be accompanied by an agenda of the subjects the party serving such notice wishes to discuss. If both parties have subjects they wish to discuss, they shall exchange agenda.
- d. Such special conferences shall be held during the regulary scheduled working hours. Employees shall be paid for all time necessarily lost from their regularly scheduled work while attending such conferences.

Section 2: In matters (not grievances) concerning citywide policies and procedures or departmental policies and procedures where it is advisable to maintain effective communication between departmental management, the Association and the City Administrator, the Association or the Employer may request a program committee meeting subject to the following conditions:

- a. Such meetings shall be held only as necessary and shall not exceed one (1) per month.
- b. Such meetings shall be attended by the Chief and/or his designated representative, two (2) members of the Association Executive Board chosen by the Chief Steward, and a representative of the City Administrator's Office.
- c. There must be reasonable advance written notice of the desire to have such meeting, which notice must be accompanied by an agenda of the subjects the party serving such notice wishes to discuss. If both parties have subjects they wish to discuss, they shall exchange agenda.
- d. Such special conferences shall be held during the regularly scheduled working hours. Employees shall be paid for all time necessarily lost from their regularly scheduled work while attending such conferences.
- e. The recommendations resulting from these program committee meetings shall be given strong consideration on matters of policy and procedure discussed therein.

ARTICLE XVII - GENERAL

Section 1: Rules and Regulations. All departmental rules and regulations, policies and procedures shall be and hereby are incorporated and made a part of this Agreement as though included herein. Except when immediate action is required, the Employer will give the Association prior notice of any change in any rule, regulation, policy or procedure. The Employer shall give the Association the opportunity to discuss the desired change with the Chief or his designee after the change has been implemented. If after the discussion, the Association believes the desired change or new rule, regulation, policy or procedure to be unreasonable or discriminatory, the Association shall have the right to submit said dispute to the grievance procedure contained in this Agreement.

Section 2: Bulletin Boards. The Employer will provide bulletin boards in the Police Building which may be used by the Association for posting notices, including, but not limited to, notice of the following types:

- a. Notices of recreational and social events
- b. Notices of elections
- c. Notices of results of elections
- d. Notices of meetings
- e. Miscellaneous items placed on the board by employees, such as For Sale Notices.

Section 3: Contracting. The Association recognizes the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting shall not be used for the purpose or intention of undermining the Association nor to discriminate against any of its members.

Section 4: Uniform Board. The Employer agrees to recognize as a permanent Advisory Board, the Uniform Board. The Board will be composed of two (2) representatives from each of the four (4) units recognized in the Ann Arbor Police Department. These members shall be appointed by their various units. The members shall elect at each meeting a chairman. The Board, by majority vote, will advise the Chief of Police in matters concerning the type, style, and wearing of the uniform. The Police Department will consult with the Uniform Board prior to making any changes in the type, style, and wearing of the Police uniform except during emergencies. Meetings of this committee will be scheduled as the need arises, based on requests of the Department. It is understood by both parties of this Agreement that this Board is advisory and final decision in all cases rests with the Police Chief.

Section 5: Fitness for Duty. The Employer reserves the right to suspend or discharge employees who are not physically/psychologically/psychiatrically fit to perform their duties in a satisfactory manner. Such action shall only be taken if a physical/psychological/psychiatric examination performed by a medical doctor/psychologist/psychiatrist of the Employer's choice at the Employer's expense reveals such unfitness. If the employee disagrees with such doctor's/psychologist's/psychiatrist's findings, then the employee at his/her own expense may obtain an examination from a medical doctor/psychologist/psychiatrist of his/her choice. Should there be a conflict in the findings of the two (2) doctors/psychologists/psychiatrists, then a third doctor/psychologist/psychiatrist mutually satisfactory to the Employer and the Association shall give the employee a physical/psychological/psychiatric examination. The fee charged by the third

doctor/psychologist/psychiatrist shall be paid by the Employer, and his/her findings shall be binding on the employee, Employer and the Association. In the event an employee's seniority is terminated pursuant to this Article, he/she shall be afforded the opportunity to apply for, and the Employer will attempt to place him/her in a position with another department with the Employer; and if he/she is employed by another department, he/she shall retain all accrued benefits.

Section 6: The Employer shall make reasonable provisions for the safety and health of the employees during the hours of their employment and 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.

- a. Every employee shall faithfully observe all safety rules and shall use such safety devices and/or equipment as is required thereby. Any infraction of any safety rule or failure to use such safety devices or equipment shall subject the employee to disciplinary action and in case of flagrant or serious violation, to dismissal.
- b. In the event an employee believes that his/her assigned vehicle is unsafe for use during his/her tour of duty, he/she shall return it to the station. If his/her immediate supervisor agrees with the employee, the vehicle shall be tagged and parked. Except for the emergency situations, such vehicle shall remain parked until either cleared by the Employer's mechanics as being safe for road service or released by the Chief or his designated representative in writing. It is understood and agreed that the vehicles will at all times be maintained in a state of general repair and will be mechanically functional. If it is determined by the employee and his/her shift supervisor that an assigned patrol vehicle is in violation of this section, the vehicle will be deadlined and not be used until repairs are completed.
- c. The Association shall have a representative of their own choosing on the City Safety Committee. The Chief Steward will appoint two (2) members to an Association Safety Committee. This Committee will be responsible for reviewing all equipment, departmental procedures and policy, that are related to the safety of the employee. This committee may make recommendations to the Chief at programmed committee meetings or at other times as they deem necessary.

Section 7: Any employee involved in any accident shall immediately report said accident and any physical or personal injury sustained therein to the Chief of Police. When required by the Chief, the employee shall make out any and all accident reports requested by the Chief and shall turn in all available names and addresses of witnesses to any accident. Failure to comply with this provision shall subject such employee to disciplinary action.

- a. Employees shall immediately, or at the end of their work day, report all defects of equipment to their immediate supervisor.

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 officer's driving ability, such discipline shall normally be designed to achieve that end.

- a. Discipline for an officer involved in a motor vehicle accident shall not be mandatory but shall be at the discretion of command.
- b. Any officer involved in a motor vehicle accident in which he/she is not at fault shall not be disciplined.
- c. In recognition of the principle that if discipline is given it should be given promptly, it is mutually agreed that any discipline for a motor vehicle accident will be given within seven (7) calendar days of the accident.
- d. 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 citywide motor vehicle accident policy, this action shall not preclude employees covered by this Agreement from becoming subject to said citywide policy.

Section 9: Department Personnel File. The Employer shall not allow anyone, with the exception of Police Department personnel, or the City Administrator, City Personnel Director or Assistant City Administrator, the City Attorney, or Assistant City Attorneys to read, view, have a copy of, or in any way peruse a member's personnel file, which is kept by the Police Department. This language does not prohibit the above individuals from making official reports regarding information contained therein. Any member may inspect his/her own file in the presence of the Chief or his designee, with the exception of the background investigation reports, anytime between 8:00 a.m. and 5:00 p.m., Monday through Friday, upon request to the Office of the Chief.

Section 10: Legal Assistance. The Employer shall, subject to the approval of the City Administrator, City Attorney, and Police Chief, provide to the employee such legal assistance as shall be required or needed as a result of the acts occurring when and while said employee is in the performance of his/her duties and responsibilities. The determination of whether the Employer will indemnify employees will be made on a case-by-case basis. If legal counsel is denied, then a written report will be submitted to the affected employee and the Association setting forth the specific reasons for such denial. Such denial is subject to the grievance procedure.

Section 11: Pension. The Employer agrees to maintain the pension plan, and its contributions thereto, in the same manner and to the same extent as it did immediately prior to the effective date of this Agreement.

Section 12: Emergency Conditions (meals). The Employer shall provide well balanced meals during emergency conditions or where employees are confined, during their tour of duty, due to the nature of their job.

Section 13: Use of Personal Vehicles. The Employer shall reimburse employees who use their personal vehicles for City business at the current City rate.

Section 14: Parking. The Employer shall provide parking spaces within a reasonable distance from the police station for the use of employees.

Section 15: Personal Articles Damage. The Employer agrees to reimburse employees on a pro-rated basis according to the condition and age, for all necessary and reasonable personal articles damaged in the line of duty. The Chief shall make the determination on the pro-rata compensable value of an article claimed for reimbursement pursuant to this section.

Section 16: Deceased Animals. When Community Services Assistant personnel are required to collect deceased animals, they shall be provided with sufficient and proper equipment.

Section 17: Provisions Contrary to Law. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provisions herein contained are so rendered invalid, upon written request by either party hereto, the Employer and the Association shall enter into collective bargaining for the purposes of negotiating a mutually satisfactory replacement for such provisions.

Section 18: Waiver Clause. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

Section 19: Prior Agreements and Understandings. No agreement or understanding contrary to this collective bargaining agreement, nor any alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such arrangement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreements, understandings, practices and arrangements heretofore existing.

Section 20: 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 Association.

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.

The Employer recognizes the right of the Association to initiate a request for a reclassification study of the positions occupied by the members of this bargaining unit. In the event such request is made on behalf of one or more of the members of this bargaining unit, the Employer agrees to complete such study within 90 calendar days. Where the Association alleges there exists comparable work positions in other Departments within the City, such reclassification study will include a review of those indicated positions, to a maximum of three, in appropriate areas of comparison to include rates of pay. The results of such study would be presented to the City Administrator for consideration and upon completion of his review a determination of appropriate classification will be made. In the event such reclassification study results in a decision by the City Administrator to reclassify one or more of the positions within this bargaining unit to a level which would result in a higher rate of pay, such reclassification will be immediately effective. A copy of the results of any reclassification study involving positions covered within this bargaining unit shall be furnished to the Association.

Section 22: Credit Union. The Employer agrees to deduct from each employee, who so authorizes it in writing, a specified sum each and every payroll and to pay this sum to the Credit Union so designated by the employee. The employee may revoke at any time this authorization and assignment by filing with the Employer and the Credit Union, a statement in writing that he/she does not wish the Employer to continue making such deductions, provided that such revocation shall not be effective for ten (10) days from the date it is received by both the Employer and the Credit Union. Said deductions shall be posted once a month.

Section 23: 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.

Section 24: Act 312 of the Public Acts of 1969. It is agreed by the City and the Association that employees classified as Community Services Assistants under this Agreement do not come under Act 312 of the Public Acts of 1969 for interest disputes. This does not preclude employees in that classification from the full use of the grievance procedure of this Agreement including arbitration as it is set forth in this Agreement.

Section 25: Computation of Benefits. Any compensable day shall be considered a day worked for the purposes of computing benefits under this Agreement.

ARTICLE XVIII - DURATION OF AGREEMENT

This Agreement shall become effective as of the 1st day of July, 1982, and shall remain in full force and effect until the 30th day of June, 1985, and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration date of any subsequent automatic renewal period of its intention to amend, modify, or terminate this Agreement.

EMPLOYER

ASSOCIATION

CITY OF ANN ARBOR

ANN ARBOR POLICE OFFICERS ASSOCIATION

BY *John D. Belcher*
Louis Belcher, Mayor

Frank Hoy
Frank Hoy, President

BY *Winifred Northcross*
Winifred Northcross
City Clerk

Mary E. Oxender
Mary E. Oxender, Steward

Approved as to Substance:

David Woodside
David Woodside, Vice-President

Godfrey W. Collins
Godfrey Collins
City Administrator

William J. Corbett
William J. Corbett
Chief of Police

Approved as to Form:

R. Bruce Laidlaw
R. Bruce Laidlaw
City Attorney

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, 1982	\$15,387	\$18,040	\$18,617	\$19,159	\$19,745	\$20,330
January 1, 1983	\$15,533	\$18,213	\$18,794	\$19,343	\$20,524	\$21,140
July 1, 1983	\$16,154	\$18,213	\$19,546	\$20,117	\$21,345	\$21,986
April 1, 1984	\$16,776	\$18,213	\$20,298	\$20,890	\$22,166	\$22,831
July 1, 1984	\$17,279	\$18,760	\$20,298	\$21,517	\$22,831	\$23,516

* Effective January 1, 1983, it will require ten (10) years of completed service as a Communications Operator to attain or remain at Step 6.

APPENDIX B

Community Services 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, 1982	\$14,691	\$17,087	\$17,757	\$18,308	\$18,855	\$19,407
July 1, 1983	\$15,279	\$17,087	\$18,468	\$19,040	\$19,609	\$20,183
April 1, 1984	\$15,867	\$17,087	\$19,178	\$19,773	\$20,363	\$20,959
July 1, 1984	\$16,343	\$17,599	\$19,178	\$20,366	\$20,974	\$21,588

LETTER OF UNDERSTANDING

It is agreed by the City that any general wage rate increase in excess of three percent (3%) granted for the fiscal year 1984-1985, to any other certified bargaining unit in the City will also apply to the members of this bargaining unit for fiscal year July 1, 1984 to June 30, 1985.

However, it is also agreed that this letter of understanding will not apply if any bargaining unit subject to Act 312 receives a general wage increase in excess of three percent (3%) for the fiscal year starting July 1, 1984, as the result of an award or a stipulated award pursuant to Act 312.

CITY OF ANN ARBOR

ANN ARBOR POLICE OFFICERS ASSOCIATION

William J. Carlett
Gregory H. Collins

Frank Hoy
Mary E. Oxender
Walter Woodson

Date: April 1, 1983

