

6/30/84

363

AGREEMENT
 BETWEEN
 THE CITY OF ANN ARBOR
 AND
 LOCAL UNION NO. 214
 AFFILIATED WITH THE
 INTERNATIONAL BROTHERHOOD OF TEAMSTERS
 CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA
 FOR THE UNIT OF
 MAJORS
 (POLICE ADMINISTRATIVE COMMAND UNIT)
 COMMENCING JULY 1, 1981
 AND
 CONCLUDING JUNE 30, 1984

Ann Arbor, City of

*Ann Arbor Police Dept.
 100 N. Fifth Ave.
 P.O. Box 8647
 Ann Arbor, Mich. 48107*

Michigan State University
 LABOR AND INDUSTRIAL
 RELATIONS LIBRARY

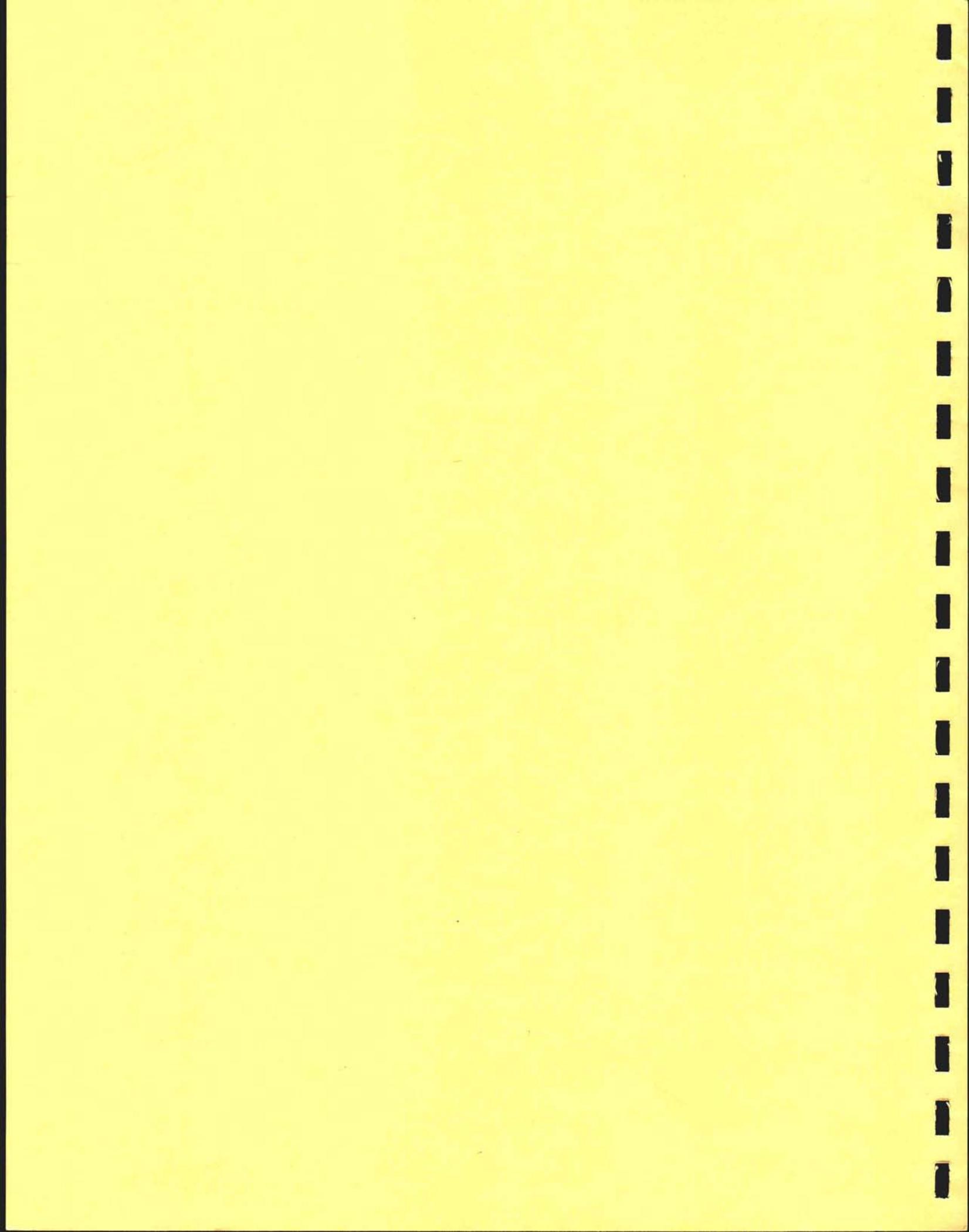


TABLE OF CONTENTS

	PAGE
Accidents-----	24
Appeal from Discipline-----	25
Discipline for Cause-----	25
Bulletin Boards-----	23
Definitions-----	1
Deputizing-----	26
Discipline and Discharge-----	5
Department Recommendations-----	5
Employee Response-----	5
Notification of Complaint-----	5
Reference to the Grievance Procedure-----	5
Duration-----	28
Educational Bonus-----	"A"
Equipment-----	24
Furnishing Of-----	24
Unsafe for Use-----	24
Use Of-----	24
Grievance Procedure-----	33
Definition Of-----	3
Procedural Requirements-----	3
Waiver of Time Limitations-----	4
Holidays-----	15
Employee's Birthday-----	15
Hours Worked During-----	16
Qualifications for Payment-----	16
Hours-----	12
Compensatory Time-----	13
Maximum Accumulations-----	13
Use Of-----	13
Emergency Overtime-----	14
Equalization of Overtime-----	14
Hours Per Day/Per Week-----	12
Lunch ¹⁷ Period-----	12
Overtime, Computation Of-----	13

	PAGE
Rest Period-----	12
Scheduling of Hours-----	14
Insurance-----	20
Delta Dental-----	21
Eye Coverage-----	21
Hospitalization-----	21
Registration for Benefits-----	21
Retiring Employees-----	21
Life Insurance-----	21
Additional Insurance-----	22
Retiring Employees-----	21
Layoffs-----	8
Bumping-----	8
Notification-----	8
Order Of-----	8
Recall From-----	8
Leave of Absence-----	10
Administrative Leave-----	12
Educational Leave-----	13
Funeral Leave-----	11
Illness-----	10
Leave for Union Business-----	11
Military Service-----	11
National Guard-----	11
Personal Leave Days-----	11
Personal Reasons-----	10
Public Position-----	11
Legal Assistance-----	27
Lockouts-----	6
Longevity-----	20
Accumulation Of-----	20
Payment Due-----	20
Proration Of-----	20
Meals During Emergency Conditions-----	26
Parking-----	28

	PAGE
Pension Plan-----	25
Personal Property-----	26
Damage Of-----	26
Personal Vehicles-----	26
Use Of-----	26
Personnel Files-----	25
Personnel Rules-----	27
Physical Fitness for Duty-----	23
Provisions Contrary to Law-----	27
Purpose and Intent-----	1
Recognition-----	1
Check-Off of Association Dues-----	2
Discrimination-----	2
Management Rights-----	2
Unit Definition-----	1
Residency-----	26
Salary Schedule-----	"A"
Seniority-----	6
Definitions Of-----	6
Layoffs-----	8
Bumping-----	8
Notification-----	8
Order Of-----	8
Recalls From-----	8
Probationary Employees-----	7
Reclassification of Positions-----	9
Seniority List-----	7
Termination Of-----	7
Transfers Within the Bargaining Unit-----	9
Vacancies-----	9
Filling Of-----	9
Probationary Period-----	9
Retention of Seniority-----	9
Sick Leave-----	19
Accumulation Of-----	19

	PAGE
Cancellation of Accumulation-----	20
Maximum Accumulation-----	19
One-Half Pay Off-----	20
One-Third Pay Off-----	19
Pay Upon Death or Retirement-----	19
Special Conferences-----	26
Stewards-----	4
Designation and Authority Of-----	4
Time Off for Investigations-----	4
Strikes-----	6
Subcontracting-----	23
Supplemental Agreements-----	27
Training Assignments-----	26
Uniform Board-----	25
Vacancies-----	9
Filling Of-----	9
Probationary Period-----	9
Retention of Seniority-----	9
Vacations-----	17
Accumulation Of-----	17
Call Back to Work During-----	18
Eligibility-----	17
Maximum Accumulation Of-----	18
Pay Day During-----	18
Pay Upon Separation-----	18
Rescheduling Of-----	18
Scheduling Of-----	17
Wages-----	14
Clothing and Equipment-----	15
Fair Days Work-----	14
Jury Duty-----	14
Pay Day-----	14
Rate Ranges-----	"A"
Waiver of Rights to Further Bargaining-----	27
Worker's Disability Compensation-----	22

A G R E E M E N T

THIS AGREEMENT, entered into this _____ day of _____, 1982, by and between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, and hereinafter termed the Employer, and Local Union No. 214, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, located at 3717 Van Slyke, Suite 7, Flint, Michigan, 48507, hereinafter called the Union.

W I T N E S S E T H :

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's and the employee's commitment to continue to provide quality law enforcement service in an efficient manner to the community. The Employer and the Union, 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 this Agreement.

To this end, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I: RECOGNITION, SECTION: 1

Pursuant to and in accordance with the applicable provisions of ACT 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize Local 129, International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of work, and conditions of employment for the term of this Agreement for the following unit: Majors (Police Administrative Command Unit).

- (a) The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

Section 2: The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations of the Police Department and the employees therein are vested solely and exclusively in the Employer.

Section 3: The Employer and the Union 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 Union, its agents or members discriminate against any employee because of his membership or non-membership in the Union.

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

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

- (a) The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits or any other forms of liability arising out of this Section.

Section 6: All those employees who are or become members of the Union and who presently execute payroll deduction authorization cards therefor, the provisions of which must conform to the legal requirements imposed by the State Law, the Employer agrees to deduct from the last paycheck of each month the regular monthly dues or representation fee and initiation fees for members in the amounts certified to the Employer by the financial secretary of the Union within fifteen (15) calendar days thereafter.

- (a) The Union shall indemnify and save the Employer harmless from any liability that may arise out of the Employer's reliance upon any payroll deduction authorization cards presented to the Employer by the Union or employees.

ARTICLE II - GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of the Agreement.

Section 2: Grievances shall be processed according to the following procedures.

Step 1: An employee who feels he has been aggrieved or believes that any provision of this Agreement has not been applied or interpreted properly must discuss his complaint with the Chief of Police, with or without the presence of his Steward as he chooses within five (5) calendar days after the occurrence of the event which the grievance is based or within five (5) calendar days after the employee becomes aware of the facts giving rise to the grievance or within five (5) calendar days after circumstances were such that the employee reasonably should have had knowledge of the facts giving rise to the grievance.

The parties shall discuss the complaint in a fair manner and shall make every effort to reach a satisfactory settlement at this point. The supervisor shall make arrangements for the employee to be off his job for a reasonable period of time in order to discuss the complaint with his Steward.

Step 2: If the matter is not satisfactorily settled in Step One, the aggrieved employee shall report such grievance to his Steward and the Chief of Police 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 Chief of Police in an attempt to resolve the grievance. This discussion shall be had within five (5) calendar days of receipt of the grievance by the Steward and a decision in writing must be rendered by the Chief within five (5) calendar days after said discussion with a copy of said decision going to the employee and the Steward.

Step 3: If the grievance has not been resolved in the foregoing Steps and the Union desires to process the grievance further it shall submit the grievance to arbitration through the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules, then obtaining, provided such submission is made within fifteen (15) calendar days after receipt by the Union of the Chief's Third Step answer. Failure to request arbitration in writing within such period shall be deemed a withdrawal of the grievance and it will not be considered further in the grievance procedure. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement

but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator, in his own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator shall be shared equally by the Employer and the Union.

Section 3: Time limits at any Step of the grievance procedure may be extended only by mutual agreement between the Employer and the Union. In the event the Union 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 Union's last position.

ARTICLE III - STEWARDS

Section 1: The Employer recognizes the right of the Union to designate a Steward and an alternate from the seniority list of each of the units described in Section 2. 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.

The authority of the Steward and alternate so designated by the Union 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 local Union 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.

Section 2: 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 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.

ARTICLE IV - DISCIPLINE AND DISCHARGE

Section 1: Upon receipt of an allegation or complaint of misconduct from within the department or from outside the department, or an incident has occurred which may result in disciplinary action against an employee, the Chief shall inform the employee of the nature of the accusation. The Chief 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 Steward. If the employee chooses not to respond to the complaint or allegation or if the response is not satisfactory, the Chief may then proceed to Section 2 of this Article.

- (a) In severe cases where it is necessary for the Chief to immediately relieve the employee of duty, the employee shall be informed of the reason for his relief from duty and be allowed the opportunity to discuss his relief from duty with his Steward before being required to leave the premises. In the event an employee is relieved from duty, only his salary shall be discontinued until returned to duty, reassigned, suspended, or discharged.

Section 2: The Chief 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 present it to the employee not later than the conclusion of the employee's next working day or if the employee was relieved of duty in accordance with Section 1 (a) above, give positive notification of the allegations to the employee not later than the conclusion of the next day. The employee shall have until his next working day after receipt of the written allegations to reply. If the employee does not reply within the required time limits the Chief may proceed as though the employee has engaged in the conduct which was the subject of the allegation or complaint and thus proceed with an investigation of the matter. 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.

Section 3: The Chief shall, upon completion of his investigation, administer appropriate discipline if warranted and forward a copy of said discipline to the employee in writing. Discipline shall only be for just cause and the Chief shall

not base his discipline upon infractions which have occurred more than twenty-four (24) months prior to the occurrence under investigation.

Section 4: In the event the employee believes the discipline administered by the Chief was unjust, it shall be a proper subject for the grievance procedure provided a written grievance with respect thereto is presented to the Chief pursuant to Step Two of the grievance procedure within two (2) days after the Chief has notified the employee of the discipline and administered same to the employee.

Section 5: In the event it should be decided under the grievance procedure that the employee was unjustly discharged or suspended, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the rate of the employee's straight time earnings during the pay period immediately preceding the date of the discharge or suspension less such compensation as he may have earned at other employment during such period.

ARTICLE V - STRIKES AND LOCKOUTS

Section 1: The Union agrees that during the life of this Agreement neither the Union, its agents nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations 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, slowdown, strike or any other concerted activity which interferes with the operations of the Employer may be disciplined or discharged.

ARTICLE VI - SENIORITY

Section 1:

A. DEFINITIONS

1. Department seniority: An employee's length of continuous full time employment with the Employer since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer and since which he has not quit, retired or been discharged.
2. Unit Seniority: An Employee's length of service as a command officer including rank held as corporal.

3. Classification seniority: An employee's length of service in a particular classification. Instances where an employee enters a rank classification by reclassification, his classification seniority shall date from that date of reclassification.
- B. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves or for layoffs except as hereinafter provided.
- C. It is understood and agreed that Raymond Woodruff, who left the employ of the Employer, was, at the time of his rehire, allowed seniority to the date of original hire. This employee who was given seniority to his original date of hire shall maintain said seniority date.

Section 2: All new employees shall be probationary employees until they have actually worked one (1) year for the Employer. 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 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 relative length of service. Upon the successful conclusion of his probationary period, the employee's name shall be added to the seniority list as of his last hiring date.

Section 3: The Employer will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate Department bulletin board each six (6) months. The names of all employees who have completed their probationary periods shall be listed on the seniority list in order of their promotion date and date of last hire, starting with the senior employee's name at the top of the list.

If two (2) or more employees have the same last hiring date, their names shall appear on the seniority list in order of the application for employment with the City of Ann Arbor.

- (a) Instances where an employee enters a rank classification by reclassification, his classification seniority shall date from that date of reclassification. For purposes of rank reduction and promotion, an employee's rank classification shall be determined by the date of reclassification if two (2) or more employees have the same reclassification date their seniority shall be determined on the basis of their entry dates into the rank classification from which they were reclassified. If two (2) or more employees have the same entry date into the classification from which they were reclassified, then the employee's last date of hire shall be the determining factor.

Section 4: An employee's seniority shall terminate:

- (a) If he quits, retires or is justifiably discharged.
- (b) If following a layoff for lack of work or funds, he fails or refuses to notify the Employer of his intention to return to work immediately upon receipt of a written notice sent by certified mail of such recall to his address on record with the Employer or, having notified the Employer of his intention to return, fails to do so within fourteen (14) calendar days after such notice is sent.
- (c) He is absent for three (3) consecutive working days without notifying the Chief or his designee. In proper cases, exceptions may be made with the consent of the Chief. After such absence, the Employer will send written notification to the employee at his last known address that he has been terminated. If the disposition made of any such case is not satisfactory to the employee, the matter may be referred to the grievance procedure.
- (d) When he has been laid off from the Department for lack of work or funds for a period of twenty-four (24) or more consecutive months.

Section 5: The Employer may layoff a permanent Employee when he deems it necessary, by reason of shortage of work or funds, the abolition of the position, material change in the departmental organization, or for other related reasons which are outside the Employee's control and which do not reflect discredit upon the service of the Employee. The duties performed by any Employee laid off may be reassigned within reason to other Employees already working who hold positions in appropriate classes.

- (a) Layoff of employees shall be made first by inverse order of their seniority within a position classification. Further, bumping downward, by seniority, will be allowed, including into the Police Command Unit. If an employee bumps into a lower rank classification he shall bump the lowest seniority employee in said lower classification and shall carry all accumulated seniority into said lower classification.
- (b) The Chief shall give written notice to the Director of Personnel and to the Employees and Union on any proposed layoff. Such notice shall state the reasons therefore, and shall be submitted at least one (1) week before the effective date thereof.

Section 6: When the working force is increased after a layoff, Employees will be recalled in inverse order of layoff. Notice of recall shall be sent to the Employee at the last known address by registered mail or certified mail. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall, he shall be considered to have quit.

Section 7: The Employer shall have the right to temporarily transfer employees within the bargaining unit from one classification to another for a period of not to exceed ninety (90) days to cover for employees who are absent. Such employee will receive the rate of pay of the higher classification for all hours worked while filling such vacancy. It is understood and agreed that when an employee is temporarily transferred due to vacation, the provisions of this Section shall not apply.

Section 8: Deleted.

Section 9:

- (a) Any position vacancy classified within the bargaining unit and declared open by the Chief of Police must be filled within ninety (90) calendar days after the date the vacancy was declared open, and/or was newly created.
- (b) Except in an emergency, no person except for the position of Chief whose command responsibilities may overlap the responsibilities of those in the unit, shall perform the duties of a member of this bargaining unit who is not a member of this bargaining unit.
- (c) If an employee is transferred or promoted to a position under the Employer not included in the Department or Unit and is thereafter transferred again to a position with the Department or Unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement, with the exception of the privilege of promotion. Concerning promotions, this transferred employee is treated as a new employee and must begin his "seniority" for promotions from date of transfer, unless his absence was for less than one (1) year and in that event, no seniority would be lost except for the actual period of absence.

Section 10: The Employer reserves the right to reclassify existing positions based on assignment duties and responsibilities or make changes in assigned duties and responsibilities; provided, however, no employee shall be assigned duties which are not customarily performed by persons in his respective job classification. It is agreed that such reclassification shall not be arbitrary or capricious. If other sections expressly abridge this Section, the other sections shall govern.

Section 11: For the purpose of layoffs and recalls, only the Union Steward shall head the seniority list and shall be retained at work so long as he is willing and has 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 Steward's position has exercised his 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 unit and under no condition can it be exercised for job preference under any of the terms and provisions of this contract.

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

Section 13: No claim for back wages shall exceed the amount of wages the employee would otherwise have earned.

ARTICLE VII - 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 probationary period provided, he presents a reason acceptable to the Chief.

Section 2: An employee who, because of illness, of himself or his immediate family (to mean only the spouse and children of the employee), pregnancy or accident, other than illness or accident compensable under the Michigan Workmen's Compensation Laws, 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 promptly notifies the Employer of the necessity therefor and provided further that he supplies the Employer with a certification from a qualified physician of the necessity for such absence. The Employer may request additional medical certification at any time during said one (1) year period 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.

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 at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and/or any other applicable laws then effective.

Section 4: The Employer agrees to grant a leave of absence for not to exceed three (3) days in any one (1) calendar year with pay to two (2) employees designated by the Union to attend a Union convention provided said employees give thirty (30) days written notice of their intent to attend said convention and provided further that said employees can be spared without the curtailment of operations or the necessity of overtime pay on behalf of the Employer.

Section 5: Permanent employees shall be allowed forty (40) hours as funeral leave in order to attend the funeral with pay for a death in the immediate family. Immediate family is to be defined as follows: mother, father, sister, brother, wife or husband, son or daughter, mother-in-law, father-in-law, or a member of the employee's household. 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 spouses' grandparent or grandchild.

Section 6: A permanent employee, who has completed his 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 shall be returned to the permanent job classification that he held prior to said leave.

Section 7: An employee may take up to three (3) personal leave days per year. These days will not be charged as sick leave days. Request for such personal leave must be made at least twenty-four (24) hours before the day requested. Granting of this leave is subject to the operational requirements of the Department, but shall in no case be denied to avoid creating overtime work.

Section 8: Leaves of absence shall be granted to employees who are active in the National Guards 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 receives his orders.

- (a) The Employer shall make up the difference between what an employee would have received, had he worked during said leave time, and the pay he received from his 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 police personnel, through education, the Employer shall provide to employees the opportunity to take courses at an accredited college, university or community college by reimbursing the employee for tuition and required textbooks for three (3) courses or ten (10) credit hours per semester or term.

- (a) In order to be eligible for book and tuition reimbursement, the employee must not be eligible for reimbursement from any other source, the courses taken must be job related or a course necessary to a degree in a job related course of study, the employee must receive approval of the Education Committee, and the employee must receive a grade of "C" or better in undergraduate work or in professional schools where a "C" is deemed satisfactory grade or a "B" or better in graduate school.
- (b) The above referred to Educational Committee, to whom all applications for course approval must be submitted, shall be comprised of the Chief, Administrative Major, and Union Steward.

Section 10: Administrative leave of up to fifteen (15) days per year may be granted by the Chief with pay at the Chief's discretion. It shall be granted subject to working conditions and it shall not be denied for arbitrary or capricious reasons and if so requested the Chief shall put his reasons in writing and submit them to the employee.

ARTICLE VIII - HOURS

Section 1: The regular work week shall consist of four (4) ten (10) hours days or five (5) eight (8) hour days upon agreement between the Union and the Department. The regular work week shall be forty (40) hours per week. However, this shall not preclude the Employer from reducing its work force in accordance with Section 4 of Article V.

Section 2: Employees shall be entitled to a rest or break period of not to exceed fifteen (15) minutes duration during the first half of their shift and of not to exceed fifteen (15) minutes duration during the second half of their shift. Employees shall be entitled to a lunch period during their work day.

Section 3: For those employees working the ten (10) hour per day schedule, one and one-half times their regular straight time hourly rate of pay shall be paid for all hours worked in excess of ten (10) hours in any work day and for all hours worked on the fifth 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 one and one-half times their regular straight time hourly rate of pay shall be paid for all hours worked in excess of eight (8) hours in any work day, and for all hours worked on the sixth work day of the employee's scheduled work week and two (2) times the employee's regular straight time hourly rate shall be paid for all hours worked on the seventh day of the employee's scheduled work week.

- (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.
 - (3) Employees shall not be allowed to take more than forty (40) hours compensatory time off in conjunction with vacation or at any other single occasion.

Section 4: If an employee is called back to work on any other shift, he shall be compensated for a minimum of three (3) hours overtime unless such call back shall extend past three (3) hours, in which case he 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 within eight (8) hours of the end of his regular shift, he shall be compensated at the rate of double time. This shall not apply to monthly shift change days.

Section 5: 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. For those employees currently possessing over one hundred and twenty (120) hours compensatory time no additional compensatory time will be earned until their compensatory banks are below the one hundred and twenty (120) hour level.

Section 6: Compensable time-off shall be considered as time worked for the purpose of computing benefits under this Agreement.

Section 7: 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. In non-emergency situations where the scheduling of overtime is deemed necessary, officers will be assigned on a voluntary basis, if there are no volunteers available, the Department retains its right to order overtime as in emergency situations.

Section 8: It is recognized by the Union that scheduling work is a management right. It is recognized by the Employer that such scheduling must not be arbitrary nor capricious, such as changing a member's work schedule from day to day except during periods of emergency. Leave days shall be consecutively assigned.

Section 9: For employees not on the Department payroll as of January 1, 1982, compensatory time payout at retirement will not be included in final average compensation.

ARTICLE IX - WAGES

Section 1: The job classification, rate range and incremental steps applicable thereto are set forth in Appendix A attached hereto and by this reference made a part hereof.

Section 2: Employees covered by this Agreement shall be paid in full bi-weekly. Not more than seven days shall be held from a regular employee (initial holdback). Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

Section 3: It is understood and agreed that in return for the wages, fringe benefits and working conditions specified in this Agreement, employees shall be required as a condition of continued employment, to render a fair day's work for the Employer.

Section 4: An employee who is required to report for and/or perform jury duty as prescribed by applicable laws, for each day on which he reports for and/or performs jury duty during hours he otherwise would have been scheduled to work for the Employer, shall be paid the difference between what he receives from the court as daily jury duty fees and what he would have earned from the Employer for the hours lost from work for jury duty not to exceed 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 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 to return to work on his 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 was required to report for jury duty and must furnish satisfactory evidence that he reported for an/or performed such jury duty for the hours for which he claims such payment.

Section 5: Each employee covered by this Agreement, shall receive effective July 1, 1981 the sum of \$850.00, effective July 1, 1982 the sum of \$950.00 and the sum of \$950.00 each July 1 thereafter for the term of this agreement as a clothing and equipment purchasing and maintenance allowance.

- (a) The clothing purchase and maintenance allowance shall total \$700.00 for 1981 and \$800.00 for each year thereafter for the term of this Agreement. Fifty (50%) percent of said allowance shall be paid on or before July 20th of each year and fifty (50%) percent shall be paid on or before January 20th of each year.

On or before August 1st of each year employees shall receive one hundred and fifty (\$150) dollars as an equipment and maintenance allowance to cover the Maintenance expenses of both on and off duty equipment.

ARTICLE X - 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 Year's Day
Lincoln's Birthday
Washington's Birthday
Good Friday (1/2 day)
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)

Section 2:

- (a) In cases where an employee's assigned leave day falls on a holiday, he shall receive eight (8) hours of straight time compensation if he is working eight (8) hour shifts and ten (10) hours of straight time compensation if he 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 (8) hours for that week.
- (b) Employees who are scheduled to work and do work on a holiday will receive two (2) times their regular hourly rate for the holiday and pay for that scheduled day. For example, i.e. employees working a ten (10) hour day and working on a holiday shall receive compensation for sixty (60) hours for that week. Employees working an eight (8) hour day and working a holiday shall receive compensation for fifty-six (56) hours for that week.
- (c) If an employee is scheduled to work but is on approved time off, they will receive their regular pay for that day plus straight time pay for the number of hours of their approved time off. The employee will be required to use some type of banked time to be off. For example, if an employee is scheduled to work but has an approved compensatory day the employee will receive 50 or 48 hours of pay for that week, depending on their regular work schedule, but will not use 10 or 8 hours of compensatory time.
- (d) 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.
- (e) Patrol and Communications personnel 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 for all other personnel. 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.
- (f) All holidays shall be paid in cash unless compensatory time is requested by the employee and approved by the Chief or his designee.

(g) Section 2 a-f will become effective January 2, 1982.

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 was scheduled to work the last day he was scheduled to work before the holiday and the next day following such holiday unless he was excused from work on said days, or unless he presents a reasonable excuse acceptable to management.

ARTICLE XI - 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 employment, has completed one (1) but less than ten (10) years of continuous service with the Employer since his last hiring date shall receive one hundred fifty hours (150) of vacation with pay.
- (b) An employee who, as of the anniversary date of his employment has completed ten (10) years but less than fifteen (15) years of continuous service with the Employer since his last hiring date shall receive one hundred eighty hours (180) of vacation with pay.
- (c) An employee who, as of the anniversary date of his employment has completed fifteen (15) or more years of continuous service with the Employer since his last hiring date shall receive two hundred ten hours (210) of vacation with pay.

Section 2: Employees shall accrue vacation for any given year, on the basis of accumulating one-twelfth (1/12) of their annual vacation, for which they qualify pursuant to Section 1 above, for each month in which said employee works eighty (80) or more hours for the Employer.

Section 3: A hour of vacation pay as provided for in Section 1 above shall equal the employee's annual salary at the time he takes his vacation divided by 2080.

Section 4: The Chief shall determine the number of employees who can be assigned for vacation purposes at any one time agreeing that an effort shall be made to schedule vacation leave in accordance with the manpower and workload requirements as determined by the Chief. Vacation leaves shall be granted giving preference to senior employees. A seniority list shall be posted not later than December 1 of any

calendar year. Employees on a given shift or section shall by seniority, select their desired vacation. A final vacation list shall be prepared by the Chief and posted not later than January 31 of each year.

- (a) In the event a employee does not select a vacation period, when according to his seniority his selection is offered, he shall be allowed to select a vacation period from the remaining available dates in his classification and on his shift.
- (b) If an employee is not in the division or in the section for which he had approved vacation leave at the time said leave is due, said leave shall be rescheduled in the division and within the section the employee then occupies provided there is available vacation time in such division in such section. If the employee is transferred, for the convenience of the Employer, from one division to another or from one job to another after said employee has selected his vacation leave dates, said dates shall be honored.

Section 5: Vacation time off shall be accumulative from year to year. However, no employee shall be allowed to accumulate more than three (3) times the annual vacation he is entitled to pursuant to Section 1 of this Article.

- (a) On or before October 1 of any calendar year employees shall be notified of their total vacation eligibility for that given calendar year, the number of vacation days taken, and the balance remaining if any.

Section 6: If a regular pay day falls during an employee's vacation and he is to be on vacation for two (2) weeks or longer, he 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 check two (2) weeks before leaving, if he desires to receive it in advance.

Section 7: Employees separated from the City service shall be paid at their normal salary rate for their unused vacation.

Section 8: In the event an employee is called back to work from his scheduled vacation or compensable time or personal leave or regular leave taken in conjunction with his personal vacation he shall be compensated by returning to said employee, on a one (1) day for one (1) day ratio those days lost due to the call back and by paying him two (2) times his regular straight time hourly rate for the hours worked.

Section 9: For employees not on the Department payroll as of January 1, 1982 vacation payout at retirement will not be included in final average compensation.

ARTICLE XII - SICK LEAVE

Section 1: Sick leave for all Union members shall be accrued and granted in accordance with the following provision:

Section 2: Each employee of the Unit shall be entitled to sick leave of one (1) work day (of 10 hours) with pay for each completed month of service. Any sick time used by the employee is to be deducted from the employee's sick bank first. Employees who render part time services shall be entitled to sick leave for the time actually worked at the same rate as that granted full time employees.

Section 3: Unused sick leave may be accumulated without limit.

Section 4: In addition to compensation for absences due to sickness, the following shall apply:

- (a) An employee who dies before retirement, or retires from the City service and is entered on the retirement or pension roll of the City, upon such death or retirement, shall be paid for his unused sick leave credits accrued to the time of death or retirement, up to a maximum of one hundred twenty (120) days.
- (b) At the end of each calendar year, an employee having accumulated less than one hundred and twenty (120) days accumulated sick leave, may elect to receive full payment in cash for one-third of the unused sick time accumulated during that calendar year. Such payment shall not be for less than one (1) day nor for more than four (4) days, and if the employee elects to receive a cash payment, he shall carry forward the remaining two-thirds of his unused sick days; for example, if an employee has taken no sick days through the year and, therefore, has twelve (12) days accumulated he may elect to receive four (4) days in cash and carry forward eight (8) sick days. If an employee chooses to elect this payment option, he must so notify the City Controller's Office on or before December 1st. If no notification is received, his entire unused sick leave will be carried forward. This payment shall be made by December 31st of each year.

- (c) An employee who has accumulated a total of one hundred and twenty (120) work days of sick leave credit shall, if he requests, be paid at the end of each subsequent calendar year of employment with the City for one-half of the unused sick leave credit earned in such year above the one hundred twenty (120) work days accumulated, and the remaining one-half (1/2) shall accumulate.
- (d) If and when an employee quits or is discharged from his employment, any unused accumulation of paid sick leave shall be cancelled.
- (e) For employees not on the Department payroll as of January 1, 1982 sick leave payout at retirement will not be included in final average compensation.

ARTICLE XIII - 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:

- (a) Five (5) but less than ten (10) years of continuous service = \$300.00.
- (b) Ten (10) but less than fifteen (15) years of continuous service = \$600.00.
- (c) Fifteen (15) but less than twenty (20) years of continuous service = \$900.00.
- (d) Twenty (20) but less than twenty-five (25) years of continuous service = \$1,200.00.
- (e) Twenty-five (25) or more years of continuous service = \$1,500.00.

Section 2: The above cash payments, where applicable, on completion of a full year's employment will be paid to the employee on or about December 15 each year. Should an employee leave the City service and is eligible for longevity pay, such pay will be pro-rated and paid based upon actual anniversary date.

ARTICLE XIV - INSURANCE

Section 1: 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 the same or better. In the event a benefit is denied by the new carrier which would have been paid by the former carrier, the City shall be responsible for its payment.

- (a) The hospitalization plan is the High Benefit Comprehensive, Blue Cross-Blue Shield, MVF 1 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, IMB-OB+ML Riders. The Employer will continue to provide and pay for the true cost of a "50% Delta Dental Plan" with a maximum benefit of \$1,000 per year per person or another plan equal in all respects or better. The City will provide eye coverage by "Mutual Eye Claims Audits, Inc." effective February 1, 1982. This is to be the "Full Service Benefit" Plan "A" as submitted by Mutual Eye Claims Audits, Inc. The Employer agrees to provide retirees, their spouse and dependent children under the age of 19 years with the same level of Blue Cross-Blue Shield health insurance as received by employees.
- (b) An employee may elect to take this hospitalization insurance at the time he 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 elects to take this insurance upon the commencement of his permanent employment, to pay the insurance premium for the first six (6) months of his employment. At the end of this time, the City of Ann Arbor will assume the full cost for his hospitalization premium, including that premium portion that is for his 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.

Section 2: Life Insurance

- (a) The Employer will pay the entire premium cost of \$15,000.00 of life insurance on all permanent employees, employees transferred from another unit within the Ann Arbor Police Department, and new hires who have completed their probationary period. The Employer will further pay the entire cost of a \$10,000.00 paid up life insurance policy for employees retiring on a City pension after March 1, 1976.

- (b) Eligible employees will be permitted to take additional insurance equal to twice the amount of their yearly salary with the Employees paying one half and the Employer paying the other half.
- (c) 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	\$1,500.00
Children	
- Birth to age 6 months	100.00
- age 6 months to 19 years	1,000.00

Cost of this coverage to the employee shall be \$1.00 per month.

ARTICLE XV - WORK RELATED INJURY

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 due to illness or injury arising out of and in the course of his 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 City salary and all fringe benefits (except clothing and equipment allowance) as of the date of injury (excluding overtime) commencing the first actual day on which he 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 City salary as of date of the injury. Thereafter, an employee injured on the job and eligible for Worker's Compensation benefits, shall in addition to Worker's Compensation Benefits receive 70% of the difference between the Worker's Compensation Benefits and his City salary and all fringe benefits (except clothing and equipment allowance) as of the 365th day following said illness or injury (excluding overtime) until such time as the employee either receives a duty disability pension or is able to return to his original classification or another open classification with the Department, if possible, or if not, within the City. If the employee is able to return to his original classification, he shall do so. If the employee is not able to return to his classification but is able to perform work in another open classification, he shall be offered a

position in that classification and his pay shall either be commensurate with the salary or wage grade for that position, or 70% of the salary.

ARTICLE XVI - GENERAL

Section 1: The Employer will provide bulletin boards in the Police Building which may be used by the Union for posting notices, including, but not limited to, notices of the following types:

- (a) Any notices pertaining to or affecting the Union membership which have been approved by the Steward or his designate.
- (b) Miscellaneous items placed on the board by employees, such as "for sale" notices.

Section 2: The Union recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or sub-contracting shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members.

Section 3: The Employer reserves the right to suspend or discharge employees who are not physically fit to perform their duties in a satisfactory manner. Such action shall only be taken if a physical examination performed by a medical doctor of the Employer's choice at the Employer's expense reveals such physical unfitness. If the employee disagrees with such doctor's findings, then the employee at his own expense may obtain a physical examination from a medical doctor of his choice. Should there be a conflict in the findings of the two (2) doctors, then a third doctor mutually satisfactory to the Employer and the Union shall give the employee a physical examination. The fee charged by the third doctor shall be paid by the Employer and his findings shall be binding on the employee, Employer and the Union. In the event an employee's seniority is terminated pursuant to this Article he shall be afforded the opportunity to apply for and the Employer will attempt to place him in a position with another department with the Employer and if he is employed by another department he shall retain all accrued benefits.

- (a) This section shall not preclude the Chief from assigning an employee to light or limited duty if there is available work which the employee can perform without displacing another employee.

77

Section 4: 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 officer believes that his assigned vehicle is unsafe for use during his tour of duty, he shall return it to the station. If his immediate supervisor agrees with the officer, 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 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.

Section 5: 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 each day, report all defects of equipment to their immediate supervisor.

Section 6: Any officer involved in a motor vehicle accident in which he is at fault may be disciplined. In order to improve the officer's driving ability such discipline shall normally be designed to achieve that end.

- (a) Any employee involved in a motor vehicle accident in which he was not at fault shall not be disciplined.
- (b) 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.
- (c) Any employee being disciplined for a motor vehicle accident has the full right of hearing and appeal as set forth in the Discharge and Discipline Section of the Agreement.

If during the life of this Agreement the Employer develops and implements a City wide motor vehicle accident policy this Section shall not preclude employees covered by this Agreement from becoming subject to said City wide policy. The Employer shall give the Union fifteen (15) days notice prior to the implementation of said new policy.

Section 7: The Employer shall not allow anyone, with the exception of police department personnel or the City Administrator, to read, view, have a copy of, or in any way peruse a member's personnel file, which is kept by the Police Department. Any member may inspect his or 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 8: The Employer agrees to recognize as a permanent advisory board, the uniform board. The Board will be composed of two (2) representatives of 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, or wearing of police uniforms. Police Department will consult with uniform board prior to making any changes in type, style, or wearing of police uniforms except during emergencies. Meetings of this committee will be scheduled as the need arises, based on requests or proposed changes by the committee members or at request of the Department. It is understood by both parties of this Agreement that this Board is advisory only and the final decision in all cases rests with the Police Chief.

Section 9: 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 10: 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 assignment.

Section 11: An employee will not be prohibited from being deputized by the Sheriff in Washtenaw County.

Section 12: The Employer shall reimburse employees who use their personal vehicles for City business at the rate of fifteen (15¢) cents per mile.

Section 13: It is understood and agreed that at the time of execution of this Agreement, the Employer had in effect certain policies regarding the furnishing of automobiles to Unit members. The policy of the Employer regarding the furnishing of automobiles shall be continued. However, if the Employer changes its City-wide policy regarding the furnishing of automobiles, the policy of furnishing automobiles to Unit members shall be modified or changed to conform to the Employer's new policy.

Section 14: The Employer will take no action which restricts or tends to restrict any member's place of residency. Residency shall be within a reasonable distance.

Section 15: The Employer agrees to reimburse employees, on a pro-rata 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: Special conferences on important matters will be arranged between the Union and the Chief of Police or the City or their designated representative upon the request of either party. Such meetings shall be between one or more representatives of the Employer and representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those matters included in the agenda, unless both parties agree to include other items. Conferences shall be held on a work day.

Section 17: Both the Employer and the Union recognize the value of on-the-job training. Such training is to be encouraged. Training assignments will be made on the basis of seniority, interest, and qualifications. During a training assignment, the employee being trained will always be supervised by a qualified employee or a qualified supervisor. Under such supervision, the employee being trained will continue to receive his current rate of pay.

Section 18: The City or the Department may provide Personnel Rules for use in the City or in the Department. These rules must be submitted by the Personnel Director if they are City rules and by the Chief if they are Departmental rules, to the City Administrator and they shall become effective upon the City Administrator's approval. In any conflict between the City or Departmental rules and this Agreement, this Agreement shall take precedence. (It is agreed that Union members shall be part of a committee to discuss and review any new Department or City Personnel Rules).

Section 19: The Employer shall 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 police duties and responsibilities. This shall apply only to civil suits and "post cost" criminal prosecutions. Unless there is a conflict of interest, the City Attorney's Office must be used.

Section 20: 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 Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.

Section 21: 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 Union, 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 22: 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 agreement, 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 supercedes any other agreement, understandings, practices and arrangements heretofore existing.

Section 23: The Employer shall provide parking spaces within a reasonable distance from the police station for the use of employees.

ARTICLE XVII - SPECIAL PROVISIONS

Section 1: Effective January 1, 1978, Major Walter Hawkins will be assigned the title of Executive Major and shall continue the responsibilities for directing the Administrative Service Division and in addition shall be the second ranking officer in the Police Department.

ARTICLE XVIII - DURATION

THIS AGREEMENT shall become effective as of the 1st day of July, 1981 and shall remain in full force and effect until the 30th day of June, 1984, 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 or sixty (60) calendar days prior to the expiration date of any subsequent automatic renewal period of its intention to ammend, modify, or terminate this Agreement.

ARTICLE XVIII - DURATION

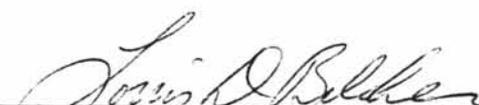
THIS AGREEMENT shall become effective as of the 1st day of July, 1981 and shall remain in full force and effect until the 30th day of June, 1984, and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration date of sixty (60) calendar days prior to the expiration date of any subsequent automatic renewal period of its intention to ammend, modify, or terminate this Agreement.

INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN, AND HELPERS
OF AMERICA

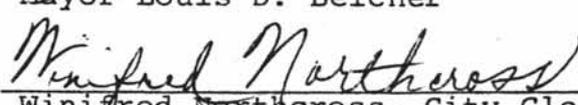
CITY OF ANN ARBOR



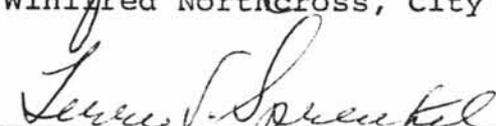
Walter V. Hawkins



Mayor Louis D. Belcher



Winifred Northcross, City Clerk



Terry V. Sprenkel, City Administrator

DATE: July 3, 1982

APPENDIX A

Effective July 1, 1981

Major	\$38,891
Exec. Major	\$39,975

Effective July 1, 1982

Major	\$42,003
Exec. Major	\$43,173

Effective July 1, 1983

Major	\$45,364
Exec. Major	\$46,626

Employees who possess an Associates Degree or Bachelors Degree from an accredited community college, college or university shall receive a three (3) percent educational bonus in addition to the above specified salaries after they have completed one (1) year of continuous service with the Employer.

Effective July 1, 1981 the Coordinator of Disaster Preparedness shall receive the following remunerations in addition to his regular salary for the performance of said duties if the City is receiving matching State Civil Defense Grant.

July 1, 1981 - \$2,700.00

July 1, 1982 - \$3,000.00

July 1, 1983 - \$3,300.00

This provision assumes but does not mandate that future coordinator is a member of the Unit. Said increment shall be in the Coordinator's bi-monthly pay checks.

