

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
 OFFICE CLERICAL EMPLOYEES
 IN THE POLICE DEPARTMENT
 COMMENCING FEBRUARY 25, 1985
 AND
 CONCLUDING JUNE 30, 1986

Michigan State University
 LABOR AND INDUSTRIAL
 RELATIONS LIBRARY

Ann Arbor, City of

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THIS AGREEMENT, made and entered into this 25th day of February A.D., 1985 by and between the City of Ann Arbor, a Michigan Municipal Corporation, party of the first part, 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 2741 Trumbull Avenue, Detroit, Michigan, party of the second part, hereinafter called the Union for the unit of Office Clerical Employees in the Police Unit.

1. PURPOSE AND INTENT.

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 ability to continue to provide quality law enforcement in an efficient and effective manner to the community.

To these ends, 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. 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 the Agreement.

2. RECOGNITION.

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 Local 214, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America A.L.A., 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 of Office Clerical Employees in the Ann Arbor Police Department. It is agreed between the Union and Employer that effective with the signing of this agreement the positions of secretary to the Executive Major and secretary to the Chief of Police are not included within this unit.

3. DISCRIMINATION.

No persons employed by the City shall be discriminated against because of race, creed, color, or national origin. The City shall take steps to assure that employment assignments and promotions are given on an equal nondiscriminatory basis. Membership in the Union shall be open to every Employee covered by this contract on a nondiscriminatory basis.

4. 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 Union.

5. UNION SECURITY.

- a. 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 Union a representation fee equivalent to the monthly Association 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 Association shall, as a condition of continued employment, become and remain members in good standing of the Union, within 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 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, as a condition of continued employment, 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 their probationary period.
- b. 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, and which are mutually agreeable to the parties, the Employer agrees to deduct from the last paycheck of each month the regular monthly dues or representation fee in the amounts certified to the Employer by the Union within fifteen (15) calendar days thereafter.
- c. The Union shall defend, indemnify and save the Employer harmless against any and all claims, demand, suits or other forms of liability arising out of this section.

6. STEWARDS.

The Employer recognizes the right of the Union to designate a Steward and an alternate from the 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.

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 provision 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.
- 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 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.

7. UNION ACTIVITY.

a. Discussions of Union Business

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

b. Bulletins and Orders:

A copy of any order, general order, rule, regulation or training bulletin shall be made available to the Steward for the Union.

8. SPECIAL CONFERENCES.

Special conferences for the discussion of important matters (not grievances) may be arranged at a mutually satisfactory time between the Union 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) Union 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 regularly scheduled working hours. Employees shall be paid for all time necessarily lost from their regularly scheduled work while attending such conferences.

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, Union and the City Administration, the Union or the Employer may request a program Committee meeting subject to the following conditions:

- a. Such meetings shall be held only as a 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 Union 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.

9. MANAGEMENT RIGHTS.

The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the provisions of this Agreement, including by way of illustration, but not limitation, the determination of policies, operations, assignments, schedules, layoffs, for the orderly and efficient operation of the City.

10. PROVISION FOR LEGAL COUNSEL.

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

lawful police duties and responsibilities. If legal counsel is denied, then a written report will be submitted to the affected Union setting forth the specific reasons for such denial. Such denial is subject to grievance procedure.

11. NO STRIKE CLAUSE.

It is the intent of the parties to this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise between them concerning the terms of this Agreement. Recognizing this fact, the Union agrees that during the life of this Agreement, neither the Union, its agents nor its members, will authorize, instigate, aid or engage in a work stoppage, slowdown or a strike against the City of Ann Arbor. The City agrees that during the same period there will be no lockout.

12. CITY AND DEPARTMENTAL RULES.

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.

13. GRIEVANCE PROCEDURE.

a. Purpose.

The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances. Grievances within the meaning of this procedure shall consist of all disputes about interpretations of particular clauses of this Agreement, and about alleged violations of this Agreement.

b. Grievances shall be processed according to the following Procedure.

Step 1. An Employee who has a grievance shall discuss his complaint with his immediate supervisor, with or without the presence of his Steward. 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 1, the aggrieved Employee shall report such grievance to their

Steward as soon as possible, but in any case, within five (5) 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, the circumstances surrounding the grievance, the specific clause of this Agreement allegedly violated and the remedy sought. The Steward, with or without the complaining Employee shall then discuss such grievance with the supervisor at the section level. 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 supervisor 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 matter is not satisfactorily settled in Step 2, the Steward may appeal such grievance to the division commander. 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 division commander within five (5) calendar days after said discussion, with a copy of said decision going to the Employee and the Steward.

Step 4. If the grievance is not satisfactorily settled as a result of this meeting, the Steward may appeal such grievance to the Executive Major.

A meeting shall be had with the Executive Major, the Steward receiving the original grievance and the aggrieved member within five (5) calendar days and a written decision shall be rendered by the Executive Major within five (5) normal work calendar days of the meeting.

Step 5. If the grievance is not satisfactorily settled as a result of Step 4, the Steward may appeal such grievance to the Chief of Police. A meeting shall be had with the Chief, the Steward receiving the original grievance and the aggrieved member within five (5) calendar days and a written decision shall be rendered by the Chief within five (5) calendar days of the meeting.

Step 6. If the grievance is not satisfactorily settled in Step 5, the Employee or the Union shall have the right to appeal to the City Administrator. The representative of the Union shall meet with the City Administrator and/or his designated representative within (8) eight work days of the presentation of the appeal. The City Administrator's answer shall be filed within (10) ten calendar days after the 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 as to an arbitrator, the services of the American Arbitration Association shall be used in making a selection. In such case, the decision of the arbitrator shall be binding on both parties.

Step 7. If an answer of the City Administrator is unsatisfactory to both the Union and the Employee, the grievance may be submitted to a mutually agreeable arbitrator. If the parties are unable to agree as to an arbitrator within thirty (30) days, the services of the American Arbitration Association shall be used in making a selection. The decision of the arbitrator shall be binding on both parties.

c. Cost of Arbitrator.

If a grievance is submitted to an arbitrator by the City Administrator under Step 6, the City shall pay the arbitrator's fee. If a grievance is submitted to an arbitrator by an Employee under Step 7, the City and the Union shall each pay one-half of the arbitrator's fee.

d. Power of Arbitrator.

An arbitrator shall have no power to add to, or 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 Union where such discretion has been retained by the Employer or the Union, nor shall he exercise any responsibility or function of the Employer or the Union.

e. Time Limitations.

If no appeal is taken within the time limits prescribed in each step above, the Employee and the Union shall be deemed to have accepted the decision. Conversely, if an answer in writing is not presented to the Union representative, where required, within the prescribed time limit, set out above, then the matter shall be deemed to be settled in the Union's favor.

f. Grievance Form.

The Union shall furnish grievance forms. This form shall be used in filing a grievance. One copy of the form is to be the property of the Employee filing the grievance.

g. Individual Grievance.

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 Union officers; provided, however, that the Employer had given to the Steward or Union officers notice and an opportunity to be present at such adjustment. In no event shall any such adjustment be contrary to or inconsistent with the terms of any agreement between the Employer and the Union.

14. DISCHARGE AND DISCIPLINE.

a. Notice of Discharge or Discipline.

Before any disciplinary action is taken against a member, he shall be given an opportunity to state his position and offer any evidence immediately available to his superior officer who is rendering such discipline. Notice shall be given to the Union by the Employer of any discipline or discharge within twenty-four (24) hours of the invocation of such discipline or discharge, except as specifically excepted herein. Discharge or discipline shall be for just cause.

b. Charges and Specifications.

The charges and specifications resulting in such discipline or discharge shall be reduced to writing by the commanding officer involving the action and copies shall be furnished, if the Employee wishes, to the Steward and the member against whom the charges are brought.

c. Power of Discharge and Discipline.

As set forth in Chapter 4 of the Ann Arbor Charter, the City Administrator has the duty to direct, supervise and coordinate the work of the Police Department and the Chief of Police, who is directly responsible to the City Administrator, and in immediate charge of the Police Department. In accordance with these provisions, the members of this bargaining unit shall only be bound by the disciplinary actions of the City Administrator, Police Chief and his subordinates.

d. Specific Sections.

Such charges and specifications shall cite the specific section of rules and regulations, general or procedural orders and/or law or ordinance which the member is alleged to have violated, where applicable.

e. Statements.

No member shall be required to make any statements concerning the alleged offense prior to the hearing and the member shall be informed that a hearing, if he wishes one, will be held before the Chief or his designated representative (not more than two persons) not less than five (5) calendar days (unless waived by the officer against whom charges have been made) nor more than ten (10) calendar days from the presentation of the formal charges to the accused member.

f. Representation.

The member against whom charges have been made may be represented at such hearing by a Steward or any member of his own choosing.

g. Past Infractions.

In imposing any discipline on a current charge, the Employer will not base his decision upon any prior infractions of City or departmental rules or regulations which occurred more than two (2) years previously, unless directly related to the current charge.

h. Verbal Reprimand.

The procedure as outlined above shall be applicable to all disciplinary proceedings except for verbal reprimands, which are exempt from the provision of this agreement, except (g) above.

In a case of a verbal reprimand to be used by the Employer at a later date the supervisor initiating it will reduce to writing the fact the Employee was given a verbal reprimand as well as the date, time and nature of the verbal reprimand. A copy of the verbal reprimand notice will be placed in the Employee's personnel file, given to the Employee and upon the Employee's request to the Steward.

i. Relieved, or Suspended Pending Investigation.

In severe cases where it is necessary for a member to be relieved of duty, or suspended pending an investigation only their salary shall be discontinued until they are returned to duty, or discharged.

If as a result of the investigation the Employee is exonerated of the charges causing the relief of duty, or suspension pending the investigation, he shall be compensated for all back wages lost due to the relief of duty, or suspension.

15. PROBATIONARY EMPLOYEES.

New Employees hired into the unit and permanent Employees changing classification or section within the bargaining unit at their request, shall be probationary Employees for evaluation purposes, for six months commencing with the date they are hired by the City of Ann Arbor, change classifications or are transferred at their request. 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 her/him for regular Employee status in that position. During the probationary period, a new Employee shall have no seniority status and may be terminated in the sole discretion of the Employer without regard to her/his relative length of service. Unsatisfactory new Employees shall be so terminated. An Employee changing classification or section, within the bargaining unit may be removed or request to be removed, without prejudice, from the job any time during the six (6) months probationary period if she/he demonstrates that she/he 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 the job probationary period or thereafter, she/he shall return to any open position within the unit which she/he has the qualifications and ability to perform.

Once the Employee's probationary period is completed, the Employee's seniority with the Employer and Unit begins from her/his 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, changed classifications or is transferred at her/his request. The Employee shall be so notified of any extended probationary period and the reason for said extension.

- a. The Union 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.

16. SENIORITY.

- a. The Union shall represent all permanent Employees and Employees on probation 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.

- b. Seniority and Seniority Lists.

1. Seniority shall be based on the Employee's length of service in the bargaining unit and her/his position.
2. Seniority shall not be affected by the race, sex, marital status, or dependents of the Employees.
3. The seniority list on the date of this agreement will show the names, job titles, length of service in the Department and position seniority of all applicable Employees of the Department entitled to seniority.
4. The Employer will keep the seniority list up-to-date at all times and will provide the Union with up-to-date copies at least every six (6) months.
5. For purposes of vacation preference or shift preference position seniority shall govern.

c. Loss of Seniority.

An Employee shall lose his seniority for the following reasons only:

1. He quits City employment.
2. He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
3. He is absent for five (5) consecutive working days without notifying the Employer. 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 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.
4. If he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made with the consent of the Employer.
5. Failure to return from sick leave and leaves of absence will be treated the same as (3) above.
6. He retires.

d. Seniority of Stewards.

Notwithstanding his position on the seniority list, the Steward, in the event of a layoff of any type, shall be continued at work as long as there is a job in his department which he can perform. The Stewards shall be permanent Employees and shall have completed their probationary period in the current position.

17. LAYOFFS.

a. Permanent Employees.

The Employer may lay off 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 services 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.

b. Order of Layoff.

When the Employer deems it necessary to reduce the number of Employees in a 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 no 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.

c. 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 into that classification.

d. Notice of Layoff.

The Chief shall give written notice to the Director of Personnel and to the Employees and Union on any proposal layoff. Such notice shall state the reasons, therefore, and shall be submitted at least one week before the effective date thereof.

e. Recall Procedure.

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 layoffs. 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 (10) days from date of mailing notice of recall, he/she shall be considered to have quit.

18. TRANSFERS.

If an Employee is transferred to a position under the Employer not included in the Department and is thereafter transferred again to a position within the Department, 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.

19. VACANCY OR NEW POSITION.

In the event of a vacancy or a newly created position, Employees in the same classification may transfer or be promoted on the basis of seniority and qualification. In such cases, all vacancies and newly created positions shall be posted in a conspicuous place in the Police Department at least seven (7) calendar days prior to filling such vacancy or newly created position. Members of this unit will be given preference for transfer or promotion. If they are denied either, the promotion or transfer, the reasons will be given to them in writing, if so requested. In filling vacancies, the Department may consult with the Union to determine who should get the job. It is understood that if no one volunteers, the Department has the right to order the least senior Employee to take the job.

20. PAYMENT OF BACK PAY CLAIMS.

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 thirty (30) 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 lost through failure to give him such work.

21. COMPUTATION OF BACK WAGES.

No claim for back wages shall exceed the amount of wages the Employee would otherwise have earned at his regular rate.

22. LEAVES OF ABSENCE.

a. Personal Reasons.

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.

b. Prolonged Illness.

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 without pay upon the Employee's request, of not to exceed one (1) year provided he promptly notifies the Employer of the necessity therefore 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 (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.

c. Child Care Leave.

Leaves related to pregnancy will be treated like any other disability leave and will be granted by the Employer only upon certification by a physician that the Employee is unable to work, and the Employer will allow the Employee to use available sick time. These leaves shall not exceed one (1) year in length.

d. Leave of Absence for Veterans.

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.

e. Funeral Leave.

Permanent Employees shall be allowed up to forty (40) hours as funeral leave in order to attend the funeral with pay not to be deducted from a sick leave 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 spouse's grandparents or step relatives herein named.

f. Elected Position.

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 (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.

g. Personal Leave Days.

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. Request for such personal leave which may be taken in 1/2 day increments 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.

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.

During a new Employee's probationary period, personal leave days may only be used upon a showing of demonstrated need and are subject to the approval of the division commander or his designee.

h. Leave for National Guard Duty.

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.

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.

23. EDUCATIONAL BENEFITS.

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 university, college or community college, paying for tuition, and required textbooks for six (6) credit hours per semester or term, as hereinafter set forth. Any late registration fees will not be reimbursable.

- a. In the event that an Employee leaves the service of the City within three years of receiving educational benefits under this clause, they shall reimburse the City for all those monies received in the three years preceding their leaving.

- b. In order to be eligible for books 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 satisfactory completion of each course.
- c. Courses taken must be job related and approved by the Chief with consideration given to past practice.
- d. The Employee must receive prior approval of the course or courses from the Education Committee, and the Employee must receive a grade of "C" or better.

The above referred to Education Committee, to whom all applications for course approval must be submitted, shall be comprised of the Chief, Executive Major, and Union Steward. The primary purpose of the Education Committee will be to review the course(s) requests to see if they comply with Paragraph (c) above.

- 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.

24. WORKERS COMPENSATION. ON THE JOB INJURY.

Each Employee will be covered by the applicable Workers Compensation Laws and the Employer further agrees that an Employee being eligible for Workers Compensation may elect to use her/his accumulated sick time. If the Employee uses her/his accumulated sick time, she/he shall receive full salary and she/he may return her/his Workers Compensation check and shall convert that amount into hours and days and shall deduct those hours and days from the Employee's sick leave charge. An Employee who elects not to utilize her/his accumulated sick time or who has no accumulated sick time shall receive the Workers Compensation benefits specified by law. An Employee injured on the job and eligible for Workers Compensation shall in addition to workers Compensation benefits receive the difference between the Workers Compensation benefits and her/his City salary after taxes as of the date of injury (excluding overtime) commencing the first day on which she/he is unable to work following the date of injury and continuing until the 365th day. While an Employee is receiving Workers Compensation benefits, the Employer may, with doctor's permission, require the Employee to perform such City work as said Employee may be able to do.

While off-duty on a work related injury employees required to report for medical examinations will not receive overtime or other additional compensation.

During this period of time, said Employee's salary rate shall be commensurate with the position classification she/he is performing.

Following the 365th day, the Employee's health and ability to perform work for the City shall be reviewed. If the Employee is able to return to her/his original position, she/he shall do so. If the Employee is not able to return to her/his position but is able to perform work in another position or able to perform limited duty, she/he shall be offered that position or perform such limited duty and her/his pay shall be commensurate with the salary rate for that position.

25. WORK SCHEDULE.

The Employer shall have the right to determine reasonable schedules of working hours and days including the assignment of leave days and to establish the methods and process by which such work is performed. Prior to any change in the present work schedule, the City will confer with the Union before implementation of such change.

When an existing Terminal Operator position is vacated and subsequently filled, Employees in that classification may, by seniority, bid for the vacant shift opening at the end of the probationary period of the Employee hired to fill the vacancy. Only the original position vacated shall be bidable.

The regular work schedule shall consist of five (5) consecutive eight (8) hour days per week. It is recognized by the Union that scheduling work is a management right. It is recognized by the City that such scheduling must not be arbitrary no capricious. If a new permanent shift is established by the Employer, the Union will be notified prior to implementation and it shall be filled on the basis of seniority, provided if no Employee volunteers the Employer retains the right to assign the least senior qualified Employee.

26. OVERTIME.

For those Employees working the eight (8) 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 eight (8) hours in any work day and for all hours worked on the sixth 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. The Chief or his designee will be the sole determining authority on the necessity for overtime. When overtime is required as a continuation of the employee's regular work day, such overtime will be performed with no break in the continuing operation.

27. CALL BACKS.

If an Employee is called back to work on any shift, she/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/she shall be paid overtime for the exact hours or portion thereof she/he worked. This provision includes but is not limited to, returning to work for court appearances.

- a. An Employee called back to work because of negligence of duty shall not be entitled to overtime compensation. For example, if an Employee leaves work with Department equipment, fails to turn in required documents before leaving work, etc., and is called in to return the equipment, or turn in the documents such Employee will not be entitled to overtime compensation. Determination of when an Employee will be called in shall be made by an appropriate supervisor.

28. COMPENSATORY TIME LIMITATIONS.

- a. Overtime shall be compensated by payment at the appropriate rate in cash unless compensatory time is requested by the Employee and approved by the Division Major or his designee. Compensatory time accumulation shall not exceed one hundred twenty (120) hours. Time earned in excess of one hundred twenty (120) hours will automatically be paid at the appropriate rate in cash. Upon termination, retirement or death all compensatory time accumulated will be paid in full. If Federal or State law changes so as to make the present time 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.
- b. A maximum of 40 hours compensatory time off may be used on any one occasion, except when an Employee has exhausted their sick leave and approval is given by the Division Major to use compensatory time in lieu of sick leave.
- c. Compensatory time may not be used with any other authorized time off which would exceed 40 hours off totally except when used with vacation time.
- d. A maximum of 40 hours compensatory time may be allowed with any vacation.
- e. A maximum of 80 hours compensatory time may be taken off in any July 1 to June 30 period.
- f. For purposes of this article compensatory time used on a holiday to be off work is part of the maximum to be taken at any one time referred to in paragraphs b, c, and d, but is not part of the maximum referred to in paragraph e.

- g. All Employees who possess more than one hundred twenty (120) hours of accumulated compensatory time off at the effective date of this Agreement shall not be allowed to accumulate more compensatory time off until said accumulated compensatory time is used to a level below one hundred twenty (120) hours at which time they shall be allowed to accumulate up to one hundred twenty (120) hours. Compensable time off shall be considered as time worked for the purpose of computing benefits under this agreement.

29. EMERGENCY SCHEDULING.

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 nonemergency situations where the scheduling of overtime is deemed necessary, personnel will be assigned on a voluntary basis, if there are no volunteers available, the department retains the right to order overtime as in emergency situations. For purposes of overtime scheduling, all overtime known over forty-eight (48) hours in advance will be considered nonemergency overtime.

30. TRANSFER OF COMPENSATORY TIME.

Compensatory time cannot be transferred from one Employer to another Employee.

31. COMPUTATION OF BENEFITS.

Any Compensable day shall be considered a day worked for the purpose of computing benefits under this Agreement.

32. CALL BACKS.

Leave days shall not be changed, switched or rescheduled to avoid paying time and one-half.

33. COFFEE BREAKS AND LUNCH PERIODS.

All Employees shall be entitled to two (2) fifteen (15) minute rest periods or coffee breaks during each shift. A lunch period shall not be considered a rest period or coffee break period.

Lunch shall consist of one-half hour without pay.

34. COMPENSATION FOR HOLIDAYS.

- a. 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 EVE (1/2)
NEW YEAR'S DAY
LINCOLN'S OR WASHINGTON'S BIRTHDAY
GOOD FRIDAY (1/2)
MEMORIAL DAY
JULY FOURTH
LABOR DAY
VETERAN'S DAY
THANKSGIVING DAY
DAY AFTER THANKSGIVING
CHRISTMAS EVE (1/2)
CHRISTMAS DAY
EMPLOYEE'S BIRTHDAY

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.

- b. In cases where an Employee's assigned leave day falls on a holiday, they shall receive eight (8) hours of straight time compensation. For example, if a holiday falls on an Employee's assigned leave day, they shall be compensated for forty-eight (48) hours for that week.
- c. 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 on a holiday shall receive compensation for fifty-six (56) hours for that week.
- d. 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 Employees 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 48 hours of pay for that week, but will use 8 hours of compensatory time.
- e. Employees will take the holiday as a day off and will receive forty (40) hours of pay per week. This section does not prevent the Employer from scheduling work if advantageous to the department (effective January 1, 1985).
- f. 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 except in cases where the Employee's absence on such days or days is due to the fact that such day or days occur during his regularly scheduled vacation, Employee is on a compensatory leave day, or unless he presents a reasonable excuse acceptable to management.

35. VACATION LEAVE.

Vacation shall be accrued and granted as follows:

a. Rate of Accumulation.

Employees shall earn vacation leave with pay at the rate of one-twelfth of their annual vacation allowance for each month of continuous service.

b. Length of Service.

Employees shall be entitled to the following annual vacation leave:

<u>Years of Continuous Service Completed</u>	<u>Working Days Vacation</u>
Up to 5 years	15 Days
6 - 10 years	18 Days
11 - 15 years	20 Days
16 - 21 years	22 Days
22 years	25 Days

c. 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.

d. Records.

The Chief shall keep records of vacation leave allowance and shall schedule vacation leaves with particular regard to the seniority of Employees, in accord with operating requirements and with the written request of the Employees. The official records for vacation and sick leave are in the Controller's Office.

e. Accrual of Vacation Leave.

Employees shall be encouraged to take yearly vacations and in no case shall an Employee be allowed to accrue, at any one time, more than twice the amount of annual vacation to which he is entitled.

If the amount of accrued vacation exceeds twice the amount of the annual accrued vacation to which the person is entitled, it shall be permanently lost and the Employee shall not be allowed to receive compensation for this loss. This restriction shall not apply if the Employee was denied an opportunity to take vacation leave because of an emergency or work assignment at the end of the calendar year. In that case, the Employee shall not lose the excess vacation leave but shall be paid for it. An extension of this requirement may be granted, for a period not to exceed one (1) year, by the City Administrator.

f. Separation from City Service.

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

g. Transfer of Leave.

Accumulated vacation leave cannot be transferred from one Employee to another Employee.

h. Vacation Call Back.

In the event an Employee is called back to work from his scheduled vacation, he will be compensated:

1. By returning to the Employee, on a one-vacation-day for one-vacation day ratio, those vacation days lost due to the call back, and
2. By paying him time and one-half his regular pay rate for the hours worked.

i. Number of Vacations.

An eligible Employee may, to the extent of their unused vacation, take one vacation during each of the following periods:

1. January, February, March
2. April, May, June
3. July, August, September
4. October, November, December

Additional vacation time may be taken with the Employer's approval.

- j. During the new Employee's probationary period, vacation time may not be used.

- k. Once a vacation has been signed up for, it may only be changed, cancelled, or altered with approval of the division commander.
- l. Vacation payout at retirement shall not be included in final average compensation for employees hired after 6-30-81.

36. PAY ADVANCE.

If a regular pay day falls during an Employee's vacation and he is to be on vacation for two 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 seven (7) calendar days before leaving, if he desires to receive it in advance.

37. BULLETIN BOARDS.

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, 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 of Employees, such as "for sale" notices.

38. TEMPORARY ASSIGNMENTS.

Temporary assignments for the purpose of filling vacancies of employees who are absent will be selected from within the bargaining unit. Such employees will receive the rate of pay of the higher classification for all hours worked in such class after two continuous hours of working in that class.

39. TRAINING ASSIGNMENT.

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.

40. JURY DUTY.

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 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.

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 and/or performed such jury duty for the hours for which he claims such payment.

41. SAFETY COMMITTEE.

Each unit shall have a representative of their choosing on the City Safety Committee.

42. HOSPITALIZATION.

The Employer agrees to the following conditions regarding hospitalization insurance.

- a. The hospitalization plan is the High Benefit Comprehensive Blue Cross-Blue Shield MVF I Plan, or another plan equal to in all respects or better. This plan provides for up to 365 days of hospitalization, and it includes the comprehensive Blue Shield Surgical Plan. It shall further provide prescription drug deductible provision, and the "ML" Rider.
- b. 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 to in all respects or better.
- c. The City will provide eye coverage by "Mutual Eye Claim Audits, Inc.," effective October 1, 1981. This is to be the "Full Service Benefit" Plan "A", as submitted by Mutual Eye Claim Audits, Inc.
- d. The City will provide the PPNV-1 Rider which provides pre- and postnatal care service to female employees, wives, and dependent children.
- e. The City will provide the Voluntary Sterilization Rider.
- f. The City of Ann Arbor shall provide to all bargaining unit members retiring on or after July 1, 1976 the hospitalization insurance

afforded bargaining unit personnel, except the sterilization and abortion and OB Rider, and the City of Ann Arbor shall assume the whole cost of said hospitalization premiums, including that premium portion that is for the spouse and children under nineteen (19) years of age, but shall exclude special dependent coverage such as, for example, a parent, mother-in-law, child over nineteen (19) years of age. Employees taking deferred retirement do not receive this benefit.

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 shall have no further obligation to provide hospitalization coverage to said employee. Further, when an employee reaches age 65 and thereby becomes eligible for the Federal Medicare Program, the City's obligation to provide hospitalization to said employee shall be reduced to that of a complimentary partner with the Federal Medicare Program. (Medicare Complimentary Coverage Option 2/1).

43. LIFE INSURANCE COVERAGE.

- a. 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 \$10,000 of life insurance for retiring Employees, Employees who have completed (15) or more years with the City and are retiring on a City pension.
- b. Eligible Employees will be permitted to take additional insurance equal to twice the amount of their yearly salary with the Employee paying one-half and the Employer paying the other half.
- c. Persons who take additional life insurance according to Paragraph (b) above are entitled to subscribe to group life insurance for their family as follows:

<u>Coverage</u>	<u>Amount</u>
Spouse	\$1,500
Children: Birth to age 6 months	100
Age six months to 19 years	1,000

Cost of this coverage shall be the true cost per month and the premium shall be paid entirely by the Employee.

44. UNEMPLOYMENT COMPENSATION.

Employees shall be covered as provided by State Law.

45. PAY PERIOD.

All Employees covered by this Agreement shall be paid in full bi-weekly. Not more than ten (10) days shall be held from a regular employee (initial holdback and overtime). Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose on a form provided by the City of Ann Arbor.

46. BONDS.

Should the Employer require an Employee to give bond, case bond shall not be compulsory and any premium involved shall be paid by the Employer.

47. 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 a Credit Union so designated by the Employee not less frequently than monthly. 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 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.

48. SICK LEAVE.

Sick leave for all Union members shall be accrued and granted as follows:

a. Number of Days.

Each Employee of the Unit shall be entitled to sick leave of one (1) work day with pay for each completed month of service. 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.

b. Unused Sick Leave.

Unused sick leave may be accumulated without limit, except as provided in (c) below.

c. Additional Provisions.

In addition to compensation for absence due to sickness, the following shall apply:

1. An Employee who dies before retirement, or retires from the City service and is entered on the retirement or pension roll of the City shall, upon such death or retirement, be paid for

used sick leave credit at the time of death or retirement up to a maximum of 120 days plus (if at 120 days) all of the unused sick leave days accumulated during the current calendar year. For purposes of computing final average compensation for pension employees hired between January 1, 1980 and July 1, 1981 will have a maximum of 60 days of accumulated sick leave included; commencing after July 1, 1981 (or upon the effective date of approval of a majority of the other City unions of this provision, whichever time is later) will have none of their accumulated sick leave pay included in determining final average compensation for pension purposes.

2. An Employee who has accumulated one hundred twenty (120) 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 one hundred twenty (120) work days, 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 an Employee wishes to accumulate all of the unused sick leave credit earned in such year, he may accumulate it, but it may be used for sickness only and will not be compensated for in any way upon death or retirement.

d. Legal Holidays, etc.

Employees absent from work on legal holidays, during sick leave, during vacation, while on Worker's Compensation, or on special leave during vacation, while on Workers' Compensation, or on special leave of absence with pay, shall continue to accumulate sick leave at the regularly prescribed rate during such absences as though they were employed, subject to the maximum limitation herein provided.

e. Contagious Diseases.

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, and due to illness in Employee's immediate family, which is limited to husbands, wives, children and parents.

f. Partial Days.

Sick leave absences shall be charged for all time taken off work to the level of one-half hour. If for example, an Employee leaves work 2 1/2 hours after beginning their work shift, they will be charged with 5 1/2 hours sick leave. If they leave five hours after beginning their work shift, they will be charged with 3 hours sick leave.

- g. In order to qualify for sick leave payment, the Employee must cause the facts to be reported to the Police Department one (1) hour before her/his regular starting time on the first working day of absence and shall regularly report, unless hospitalized or confined by a doctor, during each work day thereafter. Sick leave shall not be granted unless the report has been made. Employees reporting sick may be visited by some designated superior officer at the discretion of the division commander for the purpose of determining the seriousness of the Employee's illness and rendering any assistance necessary for the welfare of the officer and her/his family.
 1. In order to qualify for sick leave payments, Employees shall furnish a signed doctor's certificate upon return to duty, if requested by the Chief, identifying and confirming the illness.
 2. An Employee who makes a false claim for paid sick leave shall be subject to disciplinary action up to and including dismissal, depending upon the circumstances involved.
 3. 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 consequences.
 - (a) All time an Employee is off the payroll for the above purposes will be deducted from her/his seniority date.
 - (b) Such Employee will not qualify for overtime in each week such instances occur until she/he has completed 40 hours work in that week.
 - (c) Disciplinary action up to and including dismissal except that this section shall not apply to an Employee who had an accumulated sick bank of at least 80 hours and then because of a serious illness may run out of accumulated sick time during the course of said illness.
 4. An Employee scheduled for an extra duty assignment who calls in sick prior to such assignment shall be required to provide certification from a physician which substantiates that such Employee was examined and attesting to the Employee's inability to report to work on the date or dates the extra duty assignment was scheduled.
 5. When an Employee reports she/he is sick and unable to report to her/his regularly scheduled assignment, the Employer reserves the right to order the Employee to see a doctor specified by the Employer and at the Employer's expense.
 6. An Employee off duty under this section shall remain at her/his residence or provide a telephone number and location where she/he can be reached during such illness unless treatment or

therapy of the illness requires the Employee to change locations. In such cases the Employee's supervisor shall be immediately notified of any change in location.

h. Physician's Statement.

A physician's statement may be required attesting to the Employee's ability to return to work when she/he has been off on sick leave.

i. Accumulated Sick Leave.

Accumulated sick leave cannot be transferred from one Employee to another Employee.

j. Sick leave may be used for doctor and dental appointments of the Employee or members of their immediate family. Upon completion the Employee will submit proof of the appointment to the Employer.

49. PENSION PLAN.

The Employer agrees to maintain the Pension Plan and its contribution thereto in the same manner and to the same extent as it did immediately prior to the effective date of this Agreement.

50. LONGEVITY PAYMENTS.

Employees covered under this Agreement will receive cash bonus allotments - longevity payments - according to the following schedule.

After 5 years of continuous employment	\$ 300
After 10 years of continuous employment	600
After 15 years of continuous employment	900
After 20 years of continuous employment	1,200
After 25 years of continuous employment	1,500

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

This cash payment will be in a separate check and not a part of the base salary with the exception of earned annual income for the purpose of retirement calculations.

This cash payment for longevity will be subject to deductions as prescribed by Federal, State, and Local government existing at the time of this payment. The pension deduction is applicable in this cash payment.

51. MEDICAL EXAMINATIONS.

The Employer reserves the right to suspend or discharge an Employee who is not fit to perform her/his duties in a satisfactory manner. Such action shall only be taken if a medical and/or mental examination performed by a qualified doctor of the Employer's choice at the Employer's expense reveals such unfitness. If the Employee disagrees with such doctor's findings, then the Employee at her/his own expense may obtain a medical and/or mental examination from a qualified doctor of her/his choice. Should there be a conflict in the findings of the two (2) doctors, then a third doctor shall be paid by the Employer and her/his findings shall be binding on the Employee, Employer, and the Union. In the event an Employee's seniority is terminated pursuant to this Section she/he shall be afforded the opportunity to apply for, and the Employer will attempt to place her/him in a position with another Department with the Employer.

- 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.
- b. As part of the medical and/or mental examination, Employees will be required to pass a physical stress test.
- c. The Employer may require Employees off work because of illness or injury, sustained either on or off duty, which may affect the Employee's ability to fully perform her/his duties upon return to work, to submit a certificate from her/his physician stating she/he are fully capable of resuming her/his assigned duties prior to allowing the Employee to return to work. The Chief shall be the determining authority on the need for certification.
- d. The Employer reserves the right to require an Employee to be examined by a doctor of the City's choice.
- e. The Employer shall not be required to pay overtime to Employees receiving medical or mental examinations under this Section.

52. PERSONAL ARTICLES DAMAGE.

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.

53. PROVISIONS FOR PARKING.

The Employer shall provide parking spaces within a reasonable distance from the police station for the use of Employees.

The parking structure at Fourth and William Street shall be considered as falling within the term "reasonable distance." Provided, however, as new parking structures are completed within a closer radius to the police station than the Williams structure, the City will provide parking spaces for the use of employees at one or another of such structures (excluding the Fourth and Washington structure). The changes in this clause shall become effective on April 1, 1985.

54. GENERAL PROVISIONS.

a. Contracts.

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 is vested in the City. The right to contract or sub-contract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members.

b. Delegation.

No policies and procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the City and its officials by the Ann Arbor City Charter, State Law, or the Ann Arbor Ordinance Code, nor shall the City or its officials abridge such authority.

c. 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, but shall be based on skill and proper evaluation.

d. Provisions Contrary to Law.

If any article or section of this contract, or of any riders thereto, should be held invalid by operation of law, or a tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of

the Union or the Employer for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

e. 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 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 of its intention to amend, modify or terminate this Agreement.

55. SALARY INCREASES

All employees in the bargaining unit shall receive the following salary increases retroactive to the dates indicated for current employees only.

July 1, 1983	4%
April 1, 1984	4%
July 1, 1984	3%
July 1, 1985	3% (with "me-too" clause applicable to non-Act 312 wage agreements with other City bargaining units)

56. DURATION OF AGREEMENT.

This Agreement shall become effective as of its date of execution and shall remain in full force and effect until June 30, 1986 and from year to year thereafter unless either party hereto serves written notice upon the other at least ninety (90) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify, or terminate this Agreement.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

EMPLOYER

UNION

City of Ann Arbor

International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Independent Union, Local No. 214

BY *Louis Belcher*
Louis Belcher
Mayor

BY *Wayne K Lane*
Its: Steward

BY *Winifred Northcross*
Winifred Northcross
City Clerk

BY *Patricia Jones*
Its: Steward

BY *Alice Herlach*
Its: Business Agent Approved

Approved as to Substance:

Godfrey W. Collins
Godfrey W. Collins, City Administrator

William J. Corbett
William J. Corbett, Chief of Police

Approved as to Form:

R. Bruce Laidlaw
R. Bruce Laidlaw, City Attorney

POLICE CLERICAL UNIT - EFFECTIVE JULY 1, 1983

<u>POSITION</u>	<u>RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Clerk Typist II	8	14,734.72	16,374.80	16,678.48	17,057.04	17,434.56	17,788.16
		566.40	629.60	641.60	656.00	670.40	684.00
		7.08	7.87	8.02	8.20	8.38	8.55
Statistical Clerk	8	14,734.20	16,374.80	16,678.48	17,057.04	17,434.56	17,788.16
		566.40	629.60	641.60	656.00	670.40	684.00
		7.08	7.87	8.02	8.20	8.38	8.55
Clerk Steno II	9	15,088.32	16,678.48	17,057.04	17,434.56	17,788.16	18,191.68
		580.00	641.60	656.00	670.40	684.00	700.00
		7.25	8.02	8.20	8.38	8.55	8.75
Terminal Operator	10	15,390.96	17,057.04	17,434.56	17,788.16	18,191.68	18,570.24
		592.00	656.00	670.40	684.00	700.00	714.40
		7.40	8.20	8.38	8.55	8.75	8.93
Property Security Clerk	10	15,390.96	17,057.04	17,434.56	17,788.16	18,191.68	18,570.24
		592.00	656.00	670.40	684.00	700.00	714.40
		7.40	8.20	8.38	8.55	8.75	8.93
Clerk Typist III	12	16,148.08	17,788.16	18,191.68	18,570.24	18,973.76	19,403.28
		620.80	684.00	700.00	714.40	729.60	746.40
		7.76	8.55	8.75	8.93	9.12	9.33
Clerk Steno III	13	16,501.68	18,191.68	18,570.24	18,973.76	19,403.28	19,831.76
		634.40	700.00	714.40	729.60	746.40	762.40
		7.93	8.75	8.93	9.12	9.33	9.53
Radiological Defense Officer	16	17,687.28	19,403.28	19,831.76	20,286.24	20,740.72	21,220.16
		680.00	746.40	762.40	780.00	797.60	816.00
		8.50	9.33	9.53	9.75	9.97	10.20
Accounting Clerk III	18	18,545.28	20,286.24	20,740.72	21,220.16	21,724.56	22,228.96
		713.60	780.00	797.60	816.00	835.20	855.20
		8.92	9.75	9.97	10.20	10.44	10.69

POLICE CLERICAL UNIT - EFFECTIVE APRIL 1, 1984

<u>POSITION</u>	<u>RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Clerk Typist II	8	15,324.11 589.60 7.37	17,029.79 655.20 8.19	17,345.65 667.20 8.34	17,739.32 682.40 8.53	18,131.94 697.60 8.72	18,499.69 711.20 8.89
Statistical Clerk	8	15,324.11 589.60 7.37	17,029.79 655.20 8.19	17,345.65 667.20 8.34	17,739.32 682.40 8.53	18,131.94 697.60 8.72	18,499.69 711.20 8.89
Clerk Steno II	9	15,691.85 603.20 7.54	17,345.65 667.20 8.34	17,739.32 682.40 8.53	18,131.94 697.60 8.72	18,499.69 711.20 8.89	18,919.35 728.00 9.10
Terminal Operator	10	16,006.60 616.00 7.70	17,739.32 682.40 8.53	18,131.94 697.60 8.72	18,499.69 711.20 8.89	18,919.35 728.00 9.10	19,313.05 743.00 9.29
Property Security Clerk	10	16,006.60 616.00 7.70	17,739.32 682.40 8.53	18,131.94 697.60 8.72	18,499.69 711.20 8.89	18,919.35 728.00 9.10	19,313.05 743.00 9.29
Clerk Typist III	12	16,794.00 645.60 8.07	18,499.69 711.20 8.89	18,919.35 728.00 9.10	19,313.05 743.20 9.29	19,732.71 759.20 9.49	20,179.41 776.00 9.70
Clerk Steno III	12	17,161.75 660.00 8.25	18,919.35 728.00 9.10	19,313.05 743.20 9.29	19,732.71 759.20 9.49	20,179.41 776.00 9.70	20,625.03 793.60 9.92
Radio Logical Defense Officer	16	18,394.77 707.20 8.84	20,179.41 776.00 9.70	20,625.03 793.60 9.92	21,097.69 811.20 10.14	21,570.35 829.60 10.37	22,068.97 848.80 10.61
Accounting Clerk III	18	19,287.09 741.60 9.27	21,097.69 811.20 10.14	21,570.35 829.60 10.37	22,068.97 848.80 10.61	22,593.54 868.80 10.86	23,118.12 888.80 11.11

POLICE CLERICAL UNIT - EFFECTIVE JULY 1, 1984

<u>POSITION</u>	<u>RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Clerk Typist II	8	15,783.83 607.20 7.59	17,540.68 674.40 8.43	17,866.02 687.20 8.59	18,271.50 702.40 8.78	18,675.90 718.40 8.98	19,054.68 732.80 9.16
Statistical Clerk	8	15,783.83 607.20 7.59	17,540.68 674.40 8.43	17,866.02 687.20 8.59	18,271.50 702.40 8.78	18,675.90 718.40 8.98	19,054.68 732.80 9.16
Clerk Steno III	9	16,162.61 621.60 7.77	17,866.02 687.20 8.59	18,271.50 702.40 8.78	18,675.90 718.40 8.98	19,054.68 732.80 9.16	19,486.93 749.60 9.37
Terminal Operator	10	16,486.80 634.40 7.93	18,271.50 702.40 8.78	18,675.90 718.40 8.98	19,054.68 732.80 9.16	19,486.93 749.60 9.37	19,892.44 764.80 9.56
Property Security Clerk	10	16,486.80 634.40 7.93	18,271.50 702.40 8.78	18,675.90 718.40 8.98	19,054.68 732.80 9.16	19,486.93 749.60 9.37	19,892.44 764.80 9.56
Clerk Typist III	12	17,297.82 665.60 8.32	19,054.68 732.80 9.16	19,486.93 749.60 9.37	19,892.44 764.80 9.56	20,324.69 781.60 9.77	20,784.79 799.20 9.99
Clerk Steno III	13	17,676.60 680.00 8.50	19,486.93 749.60 9.37	19,892.44 764.80 9.56	20,324.69 781.60 9.77	20,784.79 799.20 9.99	21,243.78 816.80 10.21
RadioLogical Defense Officer	16	18,946.61 728.80 9.11	20,784.79 799.20 9.99	21,243.78 816.80 10.21	21,730.62 836.00 10.45	22,217.46 854.40 10.68	22,731.04 874.40 10.93
Accounting Clerk III	18	19,865.70 764.00 9.55	21,730.62 836.00 10.45	22,217.46 854.40 10.68	22,730.62 874.40 10.93	23,271.35 895.20 11.19	23,811.66 916.00 11.45

POLICE CLERICAL UNIT - EFFECTIVE JULY 1, 1985

<u>POSITION</u>	<u>RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Clerk Typist II	8	16,257.34 625.60 7.82	18,066.90 695.20 8.69	18,402.00 708.00 8.85	18,819.65 724.00 9.05	19,236.18 740.00 9.25	19,626.32 755.20 9.44
Statistical Clerk	8	16,257.34 625.60 7.82	18,066.90 695.20 8.69	18,402.00 708.00 8.85	18,819.65 724.00 9.05	19,236.18 740.00 9.25	19,626.32 755.20 9.44
Clerk Steno II	9	16,647.49 640.00 8.00	18,402.00 708.00 8.85	18,819.65 724.00 9.05	19,236.18 740.00 9.25	19,626.32 755.20 9.44	20,071.54 772.00 9.65
Terminal Operator	10	16,981.40 652.80 8.16	18,819.65 724.00 9.05	19,236.18 740.00 9.25	19,626.32 755.20 9.44	20,071.54 772.00 9.65	20,489.21 788.00 9.85
Property Security Clerk	10	16,981.40 652.80 8.16	18,819.65 724.00 9.05	19,236.18 740.00 9.25	19,626.32 755.20 9.44	20,071.54 772.00 9.65	20,489.21 788.00 9.85
Clerk Typist III	12	17,816.75 685.60 8.57	19,626.32 755.20 9.44	20,071.54 772.00 9.65	20,489.21 788.00 9.85	20,943.43 804.80 10.06	21,408.33 823.20 10.29
Clerk Steno III	13	18,206.90 700.00 8.75	20,071.54 772.00 9.65	20,489.21 788.00 9.85	20,943.43 804.80 10.06	21,408.33 823.20 10.29	21,881.09 841.60 10.52
Radiological Defense Officer	16	19,515.01 750.40 9.38	21,408.33 823.20 10.29	21,881.09 841.60 10.52	22,382.54 860.80 10.76	22,883.98 880.00 11.00	23,412.97 900.80 11.26
Accounting Clerk III	18	20,461.67 787.20 9.84	22,382.54 860.80 10.76	22,883.98 880.00 11.00	23,412.97 900.80 11.26	23,969.49 921.60 11.52	24,526.01 943.20 11.79