

6/30/84

COLLECTIVE BARGAINING AGREEMENT

City of Ann Arbor

and

Local Union 129

Affiliated with the

International Brotherhood of Teamsters

ANN ARBOR POLICE COMMAND OFFICERS

(Staff Sergeants, Lieutenants and Captains)

July 1, 1981 -- June 30, 1984

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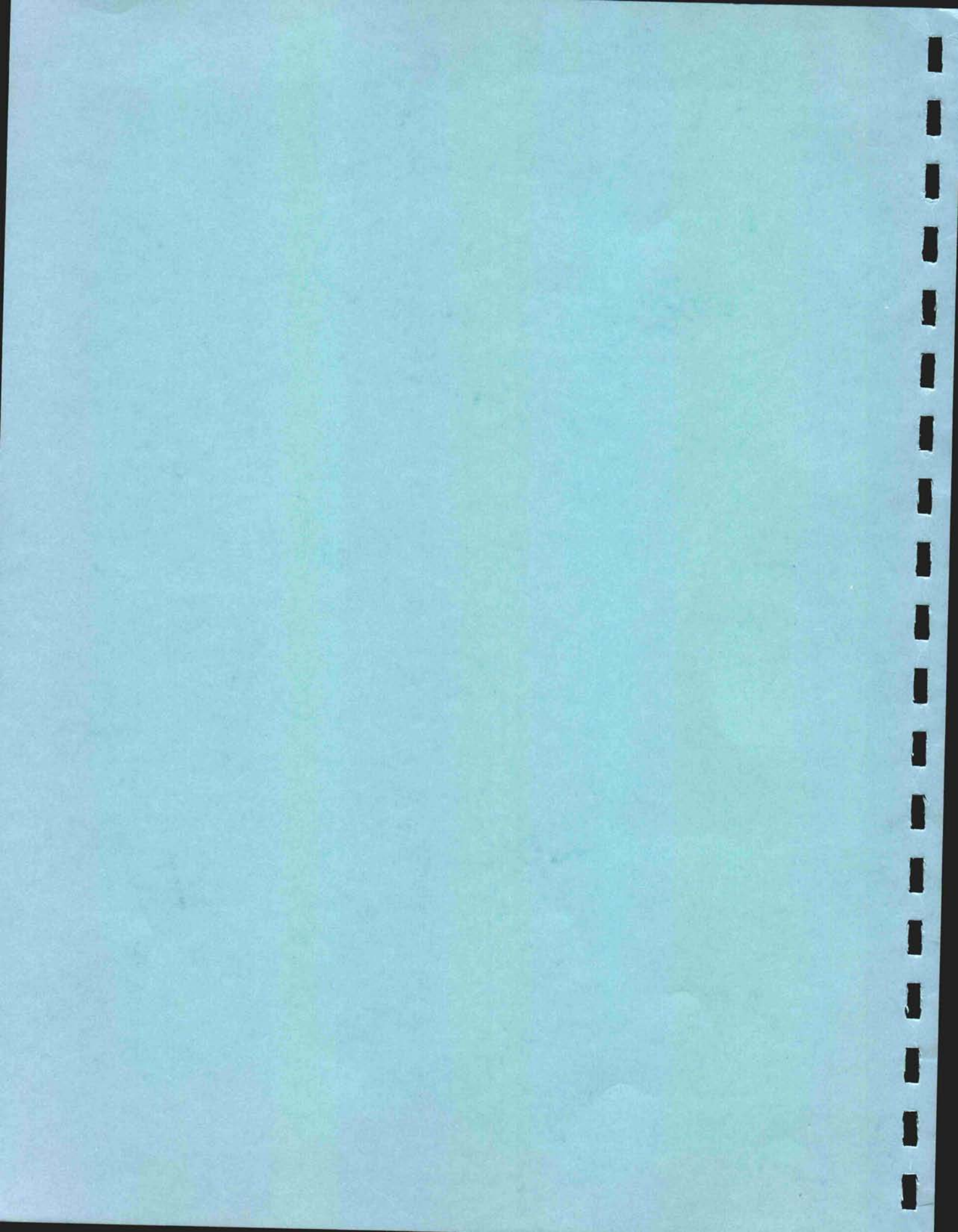


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ANN ARBOR POLICE DEPARTMENT
STAFF SERGEANTS, LIEUTENANTS, CAPTAINS: 1981-1984
AGREEMENT

INTRODUCTION

THIS AGREEMENT, entered into this _____ Month, _____ day of _____, between the City of Ann Arbor, a Michigan municipal corporation, hereinafter referred to as the "Employer" and Local Union No. 129, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, located at 3717 Van Slyke, Suite 7, Flint, Michigan 48507, hereinafter called the "Union".

WITNESSETH:

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 with respect to rates of pay, hours of work, and conditions of employment for the term of this Agreement for the following unit: Staff Sergeants, Lieutenants and Captains (Police Supervisory 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.

Section 7: Definitions.

- a) "UNION" means Local #129, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, representing Staff Sergeants, Lieutenants, and Captains of the Ann Arbor Police Department.

- b) "EMPLOYER" or "CITY" means the City of Ann Arbor
- c) "MEMBER" or "EMPLOYEE" means any sworn Staff Sergeant, Lieutenant or Captain of the Ann Arbor Police Department.
- d) "CHIEF" means the Chief of the Ann Arbor Police Department.
- e) "STEWARD" means any agent of the Union so elected or appointed by the members of the Union or the Union Executive Board.
- f) "EMERGENCY" means any unforeseen act of God or man (e.g. civil disorders, tornadoes, etc.)
- g) "UNIT SENIORITY" means an employee's length of service as a command officer, including time served as a Corporal or Sergeant.

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 this Agreement or any Supplemental Agreements.

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 his immediate supervisor, with or without the presence of his Steward as he chooses, within seven (7) calendar days after the occurrence of the event upon which the grievance is based or within seven (7) calendar days after the employee becomes aware of the facts giving rise to the grievance or within seven (7) 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 his Division Major 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 dates 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

Division Major in an attempt to resolve the grievance. This discussion shall be had within seven (7) calendar days of receipt of the grievance by the Steward and a decision in writing must be rendered by the superior within seven (7) calendar days after said discussion with a copy of said decision going to the employee and the Steward.

Step 3. If the grievance is not satisfactorily settled in Step 2, the Steward shall appeal within seven (7) calendar days such grievance to the Chief of Police. Upon notification to the Chief of the appeal, a meeting shall be had with the Chief or his designee, and the Steward within seven (7) calendar days of the appeal. A decision in writing will be rendered by the Chief or his designee within seven (7) calendar days after the meeting with copies of the decision going to the employee and the steward.

Step 4. If the grievance has not been resolved in the foregoing steps and the Union desires to process the grievance further, it shall appeal the grievance to the City Administrator within seven (7) calendar days from the date of the Chief's or his designee's written reply.

The City Administrator and/or his designated representative within seven (7) calendar days from the date of receiving the appeal shall hold a meeting with the Union representatives. The Union representatives may meet for thirty (30) minutes prior to this meeting. The City Administrator shall file a written reply within seven (7) calendar days after the meeting.

Step 5. 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 Federal Mediation and Conciliation Services 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 City Administrator's 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 provision 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 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 and the Federal Mediation and Conciliation Services 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 written 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 Chief Steward and three other Stewards from the seniority list. The names of the Stewards and Chief Steward 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 Stewards 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 message 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 don't involve work stoppages, slow-downs, refusal to handle goods or any other interference with the work of the Police Department.

Section 2: A 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.

It is understood that only one Steward will be allowed to investigate, present, and process a particular grievance. However, if the Steward handling a particular grievance is absent, another Steward can substitute for him. Furthermore, the Chief Steward will be allowed to attend grievance hearings when necessary.

ARTICLE IV - DISCIPLINE AND DISCHARGE

Section 1: Within seven (7) calendar days of 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, a supervisor shall inform the employee of the nature of the accusation. The supervisor or employee will notify the employee's Steward that a complaint has been made against the employee. The employee shall, at the time of notification, if he or she so desires, have the right to consult privately with his or her Steward. If the employee chooses not to respond to the complaint or allegation or if the response is not satisfactory and the matter is not resolved at that point, the supervisor may then proceed to Section 2 of this Article.

- a) In severe cases where it is necessary for the supervisor 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.
- b) Exceptions to the notification procedure may be made when the complaint or accusation is of a serious criminal nature and to notify the employee would hinder the investigation. Notification shall be delayed no longer than is absolutely necessary to complete the investigation.

Section 2: The supervisor, after notifying the employee of the complaint or accusation in accordance with Section 1 above shall, as soon as possible, reduce the allegations or complaint to writing and cause it to be presented to the employee not later than the conclusion of the next commonly scheduled work period of the employee and the supervisor, or if the employee was relieved of duty in accordance with Section 1(a) above, the supervisor shall give positive notification of the allegations to the employee not later than the conclusion of the next day. The employee shall have until his next working day after receipt of the written allegation to reply in writing. If the employee does not reply within the required time limits, the supervisor 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 investigating supervisor shall upon completion of his investigation make a recommendation to the employee's Division Major as to his findings and suggested discipline if any. The investigating supervisor shall not base his recommendations upon infractions which have occurred more than twenty-four (24) months prior to the occurrence under investigation. The Division Major will make a decision concerning the investigation and will administer appropriate discipline if warranted. The decision of the Division Major will be forwarded to the employee in writing not later than the work day following the day the Division Major has received the completed investigation from the investigating supervisor.

Section 4: In the event the employee believes the discipline administered by the Division Commander 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 Three of the grievance procedure within two (2) days after the Division Commander 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 a Corporal and/or Sergeant.
3. Classification Seniority: An employee's length of service in a particular rank classification. Instances where an employee enters a rank classification by reclassification, his classification seniority shall date from that date of reclassification.
4. Reclassification: The act of upgrading or downgrading a rank.
5. Rank Classification: A particular rank within the bargaining unit (for example: Staff Sergeant, Lieutenant or Captain).

- b) No time shall be deducted from an employee's seniority (department, unit or classification seniority) due to absences occasioned by authorized leaves of absence, vacation, sick or accident leaves, or for layoffs, except as hereinafter provided.
- c) It is further understood and agreed that certain employees who left the employ of the Employer were, at the time of their rehire, granted seniority to the date of their original hire. Only these employees (R. Conn and K. Klinge) who were given seniority to their original date of hire, shall maintain said seniority date.

Section 2: Probationary Employees: All new unit employees shall be probationary employees until they have completed six (6) months of service in the unit. 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.

An employee may be removed anytime during the six (6) months probationary period that he demonstrates that he does not have the ability, skills, or other attributes to satisfactorily perform in this position. In addition, during this six month period an employee may decline the promotion for any reason. In the event the new employee is removed or declines the promotion during his probationary period, he shall be returned to an assignment in the Patrol bargaining unit. Employees removed by the Employer as described in this Section shall be notified of the reasons for removal in writing by the Employer at the time of removal. Said employee may appeal the decision to the Chief. The Chief's decision shall be final and binding and not subject to the grievance procedure.

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: Seniority Lists: 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. The list will also contain the employee's hire date and dates the employee served in all other positions (including Corporal, Sergeant, and non-unit positions) within the Police Department.

- a) To determine ranking of employees by seniority for purposes of rank reduction, promotion and layoff, if two or more employees have equal classification seniority, the order shall be determined on the basis of entry date into the next lower classification. This procedure shall be followed down through each past and present classification within the unit.

Section 4: An employee's seniority shall terminate:

- a. If he quits, retires or is justifiably discharged.

- b) If following a lay-off 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 in 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 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 department 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 an employee laid off may be reassigned within reason to other employees already working who hold positions in appropriate classifications.

- a) Lay-off of employees shall be made first by inverse order of their classification seniority. If two or more employees have the same amount of classification seniority, the procedure set out in Article VI, Section 3(a) will be followed.
- b) Those employees laid off may bump downward, including into the police officer ranks. When bumping into a lower rank classification covered by this contract, the "bumping employee" bumps the least senior employee in the lower rank classification if the bumping employee has more seniority, as defined below, than the employee who is to be bumped. To determine whether the bumping employee has more seniority, time spent in the rank from which he is bumping and the rank into which he is bumping is combined. For example, if the low senior Captain has two years as a Captain and three years as a Lieutenant, he will be able to bump an employee who has been a Lieutenant for four years. However, this low senior Captain will not be able to bump a Lieutenant who has been in that rank for six years. In this event, the Captain can exercise any bumping rights he may have in the next lower rank classification. Employees who have been bumped may exercise bumping rights themselves in a like manner.

- c) The Chief shall give written notice to the Director of Personnel and to the affected employees and the Union on any proposed lay-off. Such notice shall state the reason therefor, 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 fourteen (14) 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 rank classification to another rank classification for a period not to exceed fifty-six (56) days. Such employees shall receive the rate of pay of the higher classification for all hours worked while serving in such position.

Section 8:

- a) When permanent vacancies occur within the command unit, such vacancy shall be posted on the Department bulletin board for seven (7) days during which time employees may indicate their desire to compete for said vacancy by submitting a written application or bid to the Chief. Employees on any authorized leave during the posting will be notified at their last known address. Postings will be rank and division specific and will cite necessary qualifications.
- b) All vacancies will be filled by transfer within rank based upon qualifications and experience as determined by the Chief of Police. To be eligible to bid for a posted vacancy, a newly promoted employee must have completed the probationary period. Where qualifications and experience are equal, seniority in rank will prevail. The Staff Sergeant positions in the Administrative Services Division assigned to either the Data Processing or the Data Analysis Sections and the position of Lieutenant in the Administrative Services Division, or any comparable positions created subsequent to July 1, 1981, are exempt from the aforementioned transfer process.
- c) When the selection process for the posted vacancy is complete, any resulting vacancy declared by the Chief as open with the exception of those exempted from the process shall be filled by repeating the posting application and selection process until such time as no approved applications are received from employees possessing the requisite rank, qualifications and experience. In such cases the Chief may select the employee holding the least seniority in that designated classification who does possess the required qualifications or experience, as determined by the Chief, or may fill by promotion from the current eligibility roster for the rank classification involved.

- d) In the event of a vacancy in the Staff Sergeant position in the Administrative Services Division assigned to either the Data Processing or the Data Analysis Sections or the position of Lieutenant in the Administrative Services Division or any comparable positions, notice of such vacancy shall be posted on the Department bulletin board for at least seven (7) days. During said seven (7) day period employees already holding that designated rank classification may indicate their desire to compete for said vacancy by submitting an approved application to the Chief. After giving consideration to the qualifications and experience as determined by the Chief of those employees already holding the designated rank classification, the Chief may fill such exempted position by transfer, by selecting the employee who holds the least seniority in that designated rank classification who although not submitting an approved application does possess the required qualifications and experience, or by promotion from the current eligibility roster for the rank classification involved. Where qualifications and experience are equal, seniority in rank will prevail. The determination of the necessary qualifications and experience shall not be arbitrary or capricious. Any employee who is not selected for the position shall have the right to appeal to the Chief. The Chief's decision as to the selection shall be final and binding and not subject to the grievance/arbitration procedure.
- e) Notification of promotion vacancies shall be sent to all affected employees on vacation during the seven (7) day posting period. Employees on any authorized leave during the promotion posting period shall be considered as applicants.
- f) To be eligible to compete for the rank of Lieutenant an employee must have six (6) years seniority with the Department, one (1) year of which immediately preceding the promotion was at the rank of Staff Sergeant within the Unit.
- g) To be eligible to compete for the rank of Captain, an employee must have seven (7) years of seniority with the Department, one (1) year of which immediately preceding the promotion was at the rank of Lieutenant within the Unit.

Section 9: All employees promoted from within the Unit shall be probationary employees until they have completed six (6) months of service. 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. An employee may be removed anytime during the six (6) months probationary period that he demonstrates that he does not have the ability, skills or other attributes to satisfactorily perform in this position. In addition, during this six month period an employee may decline the promotion for any reason. In the event the employee is removed or declines the promotion during his probationary period, he shall be returned to the rank he previously held. Employees removed by the Employer as described in this section shall be notified of the reasons for removal in writing by the Employer at the time of removal. Upon successful completion of his probationary period, the employee's name shall be added to the seniority list as of his last hiring date.

- 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) Any and all positions or rank which are part of this bargaining unit must be filled either by promotion or transfer from the qualified members of the Ann Arbor Police Department who have full seniority with the Ann Arbor Police Department as required in Section 8 and are on the eligibility list maintained annually by the Department.
- c) Except in an emergency, no person(s) not in this bargaining unit shall perform wholly the duties of a member of this bargaining unit and only then can the position of Major or Chief perform these duties.
- d) 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 rank 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.

- a) The Employer reserves the right to make special assignments (e.g. training, special projects, etc.). Said assignment shall be posted on the Department bulletin board for seven (7) days whenever possible, during which time employees may indicate their interest in said assignment by submitting a written application to the Chief. Postings will be rank and division specific, where feasible, will cite necessary qualifications and shall indicate a change in work schedule may be required. The assignment will be filled based upon qualifications and experience as determined by the Chief of Police. Where qualifications and experience are equal, seniority in rank will prevail unless the employees whose qualifications and experience are equal hold different ranks in which case unit seniority will prevail. Employees on any authorized leave during the posting will be notified at their last known address. Prior to posting the assignment, the Chief or his designee shall meet with a representative of the Union to discuss the assignment.

- b) The Employer reserves the right to transfer employees from one division or shift to another within the same rank classification. If the transfer results in a vacancy, the vacancy shall be filled according to the transfer procedure contained in Article VI, Section 8. Prior to transferring any employee, the Chief, or his designee, shall meet with a representative of the Union and the affected employee(s) to discuss the assignment.
- c) In the event the Department's organizational structure changes resulting in the transferring of positions, the new positions shall be posted and filled according to the procedure contained in Article VI, Section 8.
- d) In recognition of the meeting and conference language contained in paragraphs a-c above, selection made under these sections shall be final and binding and not subject to the grievance/arbitration procedure.

Section 11: For the purpose of layoffs and recalls, only the Union Stewards shall head the seniority list and shall be retained at work so long as they are willing and have the ability to satisfactorily perform the available work. This super-seniority shall apply only to layoffs and can be exercised only after the employees holding the Stewards positions have exercised their actual seniority. It is understood and agreed that the super-seniority referred to in this Section is solely for the purpose of retaining a job in the 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, to 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 Workers Compensation Laws, is physically unable to report for work may be given 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 ten (10) days unless additional days are approved by the Chief in any one (1) calendar year with pay to employees designated by the Union to attend a Union convention provided said employees give ten (10) 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: Funeral Leave. 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 spouse's grandparent or grandchild.

- a) Funeral leave shall not be deducted from sick time.
- b) In the event an employee is called back to work from Funeral Leave or compensable time or personal leave or regular leave taken in conjunction with his funeral leave 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 times his regular straight time hourly rate for the hours worked.

Section 6: A permanent employee, who has completed his probationary period, and 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. 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. Any new employee of this unit who was previously covered by a personal leave day provision of another bargaining unit may not earn or use more than a total of three (3) personal leave days in any fiscal year.

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: Education.

In keeping with the Employer's policy of encouraging the improvement and professionalism of its police personnel through education, the Employer shall provide to the 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. Any late registration fees will not be reimbursable.

- a) In the event that an employee leaves the service of the City within a year after receiving educational benefits, he/she shall reimburse the City on a pro-rated basis, for the monies received. Reimbursement shall be at the rate of 1/12th per month for each month the employee left early.
- b) In order to be eligible for books and tuition reimbursement, the employee must not be eligible for reimbursement from any other source. The employee shall advance the cost of all tuition and required textbooks and shall be reimbursed by the City upon the satisfactory completion of each course.
- c) Courses taken must be within a specified curriculum, working towards a two (2) or four (4) year degree from one of the following fields: Police Science, Sociology, Psychology, Social Services, Public Administration, Business Administration, MSIS, or other curriculum approved by the Chief.
- 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" if deemed a satisfactory grade or a "B" or better in graduate

school. The above referred to Education Committee, to whom all applications for course approval must be submitted, shall be comprised of the Chief, Administrative 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.

ARTICLE VIII - HOURS

Section 1: The work day consists of ten (10) hours per day for employees assigned to the Patrol and Communications Divisions. The work day consists of eight (8) hours per day for employees assigned to the Investigation Section, Staff Services, Special Services, Traffic and special assignments. However, the Employer shall have the right to change the number of days and hours per day an employee shall be assigned. The regular work week shall be forty (40) hours per week. This shall not preclude the Employer from reducing its work force, in accordance with Section 5 of Article VI.

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 thirty (30) minute lunch period during their work day.

Section 3: Scheduling. 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.

- a) The patrol platoon section will be scheduled in such a manner that either a Captain or Lieutenant will be on duty excluding the following:
 - 1) During a vacation of either the Captain or the Lieutenant (both cannot take vacation at the same time).
 - 2) When either the Captain or the Lieutenant is absent due to illness or injury which occurs within 72 hours of either the Captain or Lieutenant's scheduled starting time.
 - 3) During periods when the Captain or Lieutenant are on compensatory leave or on personal leave days.

- 4) During emergencies.
 - 5) When a Captain or Lieutenant in the Patrol Section is absent for more than forty (40) working hours on an assignment other than personal leave, vacation, sick, compensatory time, FBI National Academy, training or during the working hours of any patrol division Lieutenant, Captain or Major, the senior Staff Sergeant assigned to a patrol shift and who is in charge of said shift will receive Lieutenant's pay beginning with the second week of the Captain's or Lieutenant's assignment. This system shall not apply in any other Division except the Patrol Division.
- b) Platoon or Section Commanders will submit leave day schedules to their Division Commander. The appropriate Division Commander shall have the right of approval, disapproval, or modification of such leave day schedule submissions. Such disapproval shall not be arbitrary nor capricious.

Section 4: For those employees working the ten (10) hour per day schedule, time and one-half their regular straight time hourly rate of pay shall be paid for all hours worked in excess of ten (10) hours in any work day and for all hours worked on the fifth day of the employee's scheduled work week and two (2) times the employee's regular straight time hourly rate shall be paid for all hours worked on the sixth and seventh day of the employee's scheduled work week, for those employees working the eight (8) hour per day, 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 work day of the employee's scheduled work week and two 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 in cash unless compensatory time off is requested by the employee and approved by the Division Major. Compensatory time accumulation shall not exceed one hundred and twenty (120) hours. However, 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 the Federal or State Law changes so as to make the present system for granting and administering compensatory time and time off illegal the Employer shall be allowed to change the existing system so as to comply with said law. Employees shall not be allowed to take more than forty (40) hours of compensatory time off in conjunction with vacation leave or at any other single occasion. All employees who possess more than one-hundred and 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 and twenty (120) hours at which time they shall be allowed to accumulate up to one hundred and twenty (120) hours. Compensable time-off shall be considered as time worked for the purpose of computing benefits under this Agreement.

- b) Employees working other than regularly scheduled hours will receive two (2) times their regular hourly rate when working football games at the University of Michigan Stadium. All overtime earned with respect to all football games at the University of Michigan Stadium will be paid in cash unless compensatory time is requested by the employee and approved by the Employer.
- c) For employees not on the Department payroll as of January 1, 1982, compensatory payout at retirement will not be included in final average compensation.

Section 5: Scheduling Overtime. 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 the public safety.

In non-emergency situations, other than in the Patrol Division, 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.

In non-emergency situations in the Patrol Division, where the scheduling of overtime is necessary, the following procedures will be followed:

- a) A volunteer list will be maintained.
- b) Those employees who have signed up on the volunteer list who would be compensated at time and one-half if they were to work the required hours will be contacted first.
- c) If there are no volunteers who will be compensated at time and one-half, then the Employer has the right to offer overtime to any uniform employee in the Department who, if they worked the scheduled time, would be compensated at time and one-half. The rank of the employee to be assigned the overtime will be determined by the Employer.
- d) Rather than assigning the work to employees who will be compensated overtime, the Employer retains the right to assign personnel in other divisions who are on duty, to fill the assignment.
- e) Overtime assignments will not be offered to employees at a double time rate until all employees, who will be compensated at time and one-half, have been assigned.
- f) If there are no volunteers, the Department retains the right to order overtime as in an emergency situation.

Section 6: Shift Trading. In the Patrol Division, an employee may be allowed to trade shift schedules with another Unit employee to accommodate personal needs. These trades will be of two types, long term and short term.

- a) Short term trades may be made among members as long as both are duly qualified to perform the other's duties. These trades must be made within the pay period, shall not enable employees to accumulate overtime by the trade, will be for not more than three working days and will have mutual approval of the affected employees and the individual's respective Shift Commander. The Division Commander retains the right to disapprove the trade.
- b) Long term trades, anything more than three working days in length, must be made among employees of equal rank and must be approved by the affected employees and the Shift and Division Commander. Such long term trades will end at shift change and will be limited to two per calendar year per employee.

Section 7: Employees attending training sessions will fall under the following guidelines:

- a) For training sessions of two days, or longer, an employee's scheduled hours and leave days may be changed.
- b) For on-going training sessions of one day, or longer, such as Special Tactics Unit's training, an employee's scheduled hours and leave days may be changed.

ARTICLE IX - WAGES

Section 1: The job classifications, rate ranges 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: 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 callback 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.

- 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 shall not be entitled to overtime compensation. Determination of when an employee will be called in shall be made by an appropriate supervisor.

Section 5: An employee who is required to report for and/or perform jury duty as prescribed by applicable laws, for each day on which he 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 scheduled 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 is 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.

Section 6: 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. The allowance shall be allocated as follows:

- 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.
- b) The equipment purchase and maintenance allowance shall total one hundred and fifty dollars (\$150) annually. On or before July 20 of each year employees shall receive said allowance in a lump sum to cover the maintenance and expenses of both on and off duty equipment.

- c) If an employee quits or is discharged prior to receiving his clothing and equipment purchase and maintenance allowance, he shall not be entitled to any portion thereof, nor shall he be required to reimburse the City for any portion thereof.

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 Years 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) 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 (48) hours for that week.
- b) Employees who are scheduled to work and do work on a holiday will receive two (2) times their regular hourly rate for the holiday and pay for that scheduled day. For example, 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 use 10 or 8 hours of compensatory time to be off.
- 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 day and a designated date of the 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: An 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 leave in accordance with the manpower and work load 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. Supervisors 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 an 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 on the shift or in the section for which he had approved vacation leave at the time said leave is due, said leave shall be rescheduled on the shift and within the section the employee then occupies provided there is available vacation time on such shift in such section. If the employee is transferred, for the convenience of the Employer, from one shift 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 cumulative from year to year. However, no employee shall be allowed to accumulate more than two (2) times the annual vacation he is entitled to pursuant to Section 1 of this Article.

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 in conjunction with his scheduled 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 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 provisions:

Section 2: Each employee of the Unit shall be entitled to sick leave of one (1) work-day (of ten (10) hours) 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.

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.
- 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 (1/3) 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 (2/3) 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 31 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 department payroll as of January 1, 1982, sick leave payout at retirement will not be included in final average compensation.

Section 5: Sick Leave Abuse.

- a) In order to qualify for sick leave payments, the City may require an employee after three days absence due to sick leave, at the employee's expense, to verify his ability to return to work.
- b) The City has the right, at its expense, to order an employee to report to a City doctor at anytime. The employee shall receive no additional compensation for the time he is examined if the exam takes place during the employee's normal work schedule or if the employee is examined because sick leave abuse is suspected.
- c) Employees who are on sick leave must notify the Employer of their whereabouts.
- d) Employees will be able to use sick leave for the following individuals living in their household: children, parents (not in-laws) and spouse. The City reserves the right to require an employee to bring in medical verification, at the employee's expense, of family illness if sick leave abuse is suspected.

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: Longevity payments specified in Section 1 above shall be paid to all eligible employees in a lump sum payment made on or before December 15 each year.

Section 3: Employees who leave City employment shall be eligible for prorated longevity payment from their anniversary date. For example, an employee hired April 1, 1970, who leaves February 1, 1976, would receive a longevity check in December, 1975, plus a check for 10/12 of his longevity payment on February 1, 1976. Another example: An employee hired on July 1, 1970 who leaves August 1, 1976, would receive a longevity check in December, 1975, plus a check for 13/12th of his longevity pay on August 1, 1976.

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. 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.
- 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 employee paying one-half (1/2) and the Employer paying the other half (1/2).
- 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.

Section 3: Effective July 1, 1979, 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.

ARTICLE XV - WORK RELATED INJURY

Section 1: Each employee will be covered by the applicable Worker's Disability Compensation Act and the Employer further agrees that an employee whose absence from work is due to illness or injury arising out of and in the course of his 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 the 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 or wage grade of his original classification or position, whichever is higher. Following the 365th day, an employee's health and ability to perform work for the City shall be reviewed. After the 365th day, if the employee is receiving income from another job outside the City and is still on disability leave, the amount of salary paid by the City will be reduced by such an amount so that the total will not exceed 100% of the employee's salary or wage grade. In other words, once the employee earns 30% of his salary or wage grade, any additional money earned will decrease the City's contributions by a like amount. Commencing with the 366th day of illness or injury, the employee may use accumulated sick time in such an amount so as to receive full salary when added to the 70% benefit level, until receiving a disability pension or returning to his original or an open classification.

Section 2: The Worker's Compensation and Pension benefits paid to an employee or a retiree shall be coordinated so that the amount of pension paid to that person shall be reduced by the amount of the Worker's Compensation payments. Upon termination of the period for payment of Worker's Disability Compensation, arising on account of his/her City employment, the employee or retiree shall again receive his/her full periodic pension payments.

Section 3: During the period of time an employee is receiving Worker's Compensation and supplemental pay, his salary and fringe benefits (excluding clothing and equipment allowance) shall be in accordance with the pay schedules and benefits contained in the current collective bargaining agreement. Final average compensation shall include any weekly Worker's Compensation payments received by an employee while still an employee of the City of Ann Arbor.

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 members, such as "for sale" notices.

Section 2: The Union recognizes that the City has a 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 nor intention of undermining the Union nor discriminating against any of its members nor shall it result in a reduction of the present work force nor reduce any member(s) rank classification.

Section 3: The Employer reserves the right to suspend or discharge employees who are not fit to perform their duties in a satisfactory manner. Such action shall only be taken if a medical examination performed by a qualified doctor of the Employer's choice at the Employer's expense reveals unfitness. If the employee disagrees with such doctor's findings, then the employee at his own expense may obtain a medical examination from a qualified 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 examine the employee. 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.

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 vehicle 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.
- b) No vehicle will be used for patrol that has been driven over fifty-five thousand (55,000) miles.

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 Discharge and Discipline Section of the Agreement.

Section 7: The Employer shall not allow anyone, with the exception of Police Department personnel, the City Administrator or Assistant City Administrator, the City Personnel Director, the City Attorney, or Assistant City Attorney to read, view, have a copy of, or in any way peruse a member's personnel file, which is kept by the Police Department. This language does not prohibit the above individuals from making official reports regarding information contained therein. Any member may inspect his 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, and 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: Mileage. The Employer shall reimburse employees who use their personal vehicles for City business at the current City rate.

Section 13: The Employer shall provide parking space within a reasonable distance from the police station for the use of employees. A reasonable distance shall include the William and Fourth parking structure and any other facility or lot within a radius of 1,600 feet from City Hall.

Section 14: 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 15: Special conferences on important matters will be arranged between the Union and the Chief of Police or the City or their designated representatives 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 16: 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 17: 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 18: 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 19: 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 20: No agreement or understanding contrary to this collective bargaining Agreement, nor any alteration, variation, waiver, or modification of any of the terms of 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 supersedes any other agreement, understandings, practices and arrangements heretofore existing.

Section 21: The Union shall be allowed six (6) employee members of the Bargaining Committee (no more than five shall be paid) who will be granted straight time hours for the time spent during the normal working day in negotiations with the City. Employees who bargain on other than normal regularly scheduled work day will be granted straight time compensatory time for hours spent bargaining with the City, regardless of the number of compensatory hours accumulated.

Section 22: The City will implement the use of Mace or an equivalent chemical irritant device subject to the following conditions:

- a) Mace shall be carried on a voluntary basis.
- b) Unit employees electing to carry mace shall purchase it at their own expense through the Department.
- c) Unit employees will undergo at least two hours of training before being allowed to carry mace. The first two hours of training will not be paid.
- d) Unit employees will complete a report after using mace similar to that filed after discharge of a firearm.

Section 23: Pay Checks. Normal payday will be on Thursday. The only exceptions shall be when there is a computer malfunction or such other adverse event which is beyond the Employer's control.

ARTICLE XVII - 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 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 firstabove written.

EMPLOYER

UNION

CITY OF ANN ARBOR

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS
OF AMERICA, INDEPENDENT UNION, LOCAL #129

BY John D. Belcher
Louis Belcher, Mayor

BY Robert Cowan
ITS Steward

BY Winifred Northcross
Winifred Northcross, City Clerk

BY JW Allen
ITS Business Agent

Approved as to Substance:

Terry V. Sprengel
Terry V. Sprengel, City Administrator

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

Approved as to Form:

Mary J. Rinne
Mary J. Rinne, Assistant City Attorney

APPENDIX A

Effective 7-1-81*

Staff Sergeant	\$30,997
Lieutenant	\$32,590
Captain	\$34,420

Effective 7-1-82*

Staff Sergeant	\$33,477
Lieutenant	\$35,197
Captain	\$37,173

Effective 7-1-83*

Staff Sergeant	\$36,155
Lieutenant	\$38,013
Captain	\$40,147

* Employees who possess a Bachelor's Degree from an accredited college or university shall receive a three (3%) percent education bonus in addition to the above specified salary after they have completed one (1) year of continuous service with the Employer.

SUPPLEMENTAL AGREEMENT

The City of Ann Arbor and the Ann Arbor Police Command Officers bargaining unit (Teamsters Local Union 129) hereby agree to the attached indemnification policy.

The parties further agree that this policy shall be in effect for the duration of the current collective bargaining agreement which expires on June 30, 1984. In the event that neither party desires to eliminate or modify this policy, then said policy shall be in effect for the duration of each subsequent collective bargaining agreement. In the event that either party desires to eliminate or modify the policy it shall serve notice of such intent at least sixty (60) calendar days prior to the expiration date of the current collective bargaining agreement or sixty (60) calendar days prior to the expiration of any subsequent collective bargaining agreement.

City of Ann Arbor

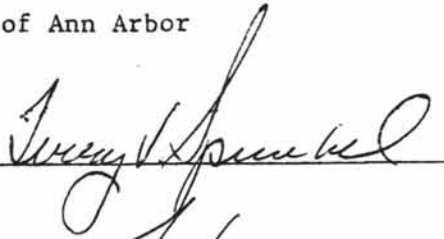
By

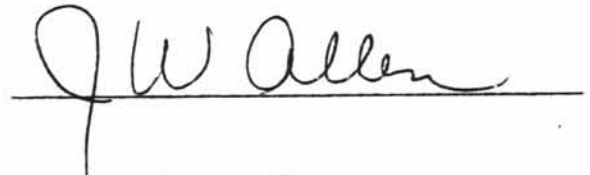
Date:

Police Command Officers

By

Date:


5/11/82


5-11-82



