

6/30/86

COLLECTIVE BARGAINING AGREEMENT
JANUARY 29, 1985 - JUNE 30, 1986

Ann Arbor, City of

CITY OF ANN ARBOR

AND

ANN ARBOR POLICE OFFICERS ASSOCIATION

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ANN ARBOR POLICE OFFICERS ASSOCIATION CONTRACT
JANUARY 29, 1985 - JUNE 30, 1986

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A G R E E M E N T

THIS AGREEMENT, entered into this 29th day of January 1985, between the City of Ann Arbor, a Michigan municipal corporation (hereinafter referred to as the "Employer"), and the Ann Arbor Police Officers Association, Inc., a labor organization existing under the laws of the State of Michigan (hereinafter referred to as the "Association").

STATEMENT OF PURPOSE

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Ann Arbor Police Officers Association. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's ability to continue to provide quality law enforcement in an efficient and effective manner to the community. To these ends the Employer and the Association encourage to the fullest degree friendly, cooperative and equitable relations between the respective representatives at all levels and among all employees. The Employer and the Association, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provision set forth herein for the duration of this agreement.

ARTICLE 1 - DEFINITIONS

1. "Association" means the Ann Arbor Police Officers Association.
2. "Department" means the Ann Arbor Police Department.
3. "Employer" and/or "City" means the City of Ann Arbor.
4. "Chief" means the Chief of the Ann Arbor Police Department.
5. "Immediate Supervisor" means the immediate supervising officer of the member.
6. "Division Commander" means officer in charge of any division.
7. "Notice to Association" means a written interoffice memorandum addressed and forwarded to the President of the Association.
8. "Employee" means any nonsupervisory police officer of the City of Ann Arbor.
9. "Executive Board" means the six elected stewards and trustees of the Association and the six elected officers of the Association, as defined in the Association's By-laws.
10. "Emergency Conditions" means any unforeseen combination of circumstances or the resulting state that calls for immediate action.
11. "Police Academy" refers to basic (initial) certified police training, (both State approved and/or departmental) which is normally provided before an officer is assigned.

12. "Working Day". For purposes of the grievance procedure the discipline and discharge procedure, and the special conference procedure, the term "working day" means any Monday through Friday from 8:00 AM to 5:00 PM, except holidays.

ARTICLE 2 - RECOGNITION

Section 1: Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours, and other terms and conditions of employment for the term of this Agreement for all nonsupervisory police officers excluding all other employees of the City of Ann Arbor.

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

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

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

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

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

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

Section 6: The Employer agrees to deduct the regular monthly dues or representation fee in the amount certified to the Employer by the Association from the last paycheck of every month of each employee who has executed a currently valid payroll deduction authorization card.

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

ARTICLE 3 - GRIEVANCE PROCEDURE

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

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

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

STEP 1:

An employee who feels he has been aggrieved or dealt with unfairly or believes that any provision of this Agreement has not been applied or interpreted properly must discuss his 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. 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 up to thirty (30) minutes, in order to discuss the complaint with his Shift Steward.

STEP 2:

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

STEP 3:

If the grievance is not satisfactorily adjusted by the above procedure, it shall be referred to the Chief Steward or his designee (designee must be an Executive Board member), who shall convene the Executive Board of the Association to determine the validity and justification of the grievant's complaint. If the grievance is determined to be valid by a majority vote of the Executive Board, a written formal complaint containing all facts and circumstances surrounding the grievance shall be

drawn up and presented to the Division Commander within three (3) working days after receipt of the Second Step answer. If the grievance is not determined to be valid by a majority vote of the Executive Board, the Association shall not proceed further on behalf of the employee. A meeting shall thereafter be held within four (4) working days between the Division Commander, the Chief Steward, or his designee (designee must be an Executive Board member), the Steward receiving the original grievance and aggrieved member. A written answer shall be rendered by the Division Commander within three (3) working days of the meeting.

STEP 4:

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

STEP 5:

If the grievance is not satisfactorily settled at Step 4, the employee or the Association shall have the right to appeal to the City Administrator; provided said appeal is made within three (3) working days of receipt of the written Fourth Step answer. The representatives of the Association shall meet with the City Administrator and/or his designated representatives within seven (7) calendar days of the presentation of the appeal. The Association representatives may meet for thirty (30) minutes prior to this meeting. The City Administrator's written answer shall be filed within seven (7) calendar days after that meeting. In lieu of filing an answer, the City Administrator, in his discretion, may submit the grievance to a mutually agreeable arbitrator. If the parties are unable to agree on an arbitrator, the services of the American Arbitration Association shall be used in making a selection. In such case, the decision of the arbitrator shall be binding on both parties.

STEP 6:

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

Section 4: If the grievance is submitted to an arbitrator by the City Administrator under Step 5, the City shall pay the arbitrator's fee. If the grievance is submitted to arbitration pursuant to Step 6, the expenses and fees of arbitration shall be shared equally by the Employer and the Association.

Section 5: Notwithstanding any other provisions herein, individual employees may present their own grievances to the Employer and have them adjusted without the intervention of the Steward or Association officers; provided, however, that the Employer shall notify the Association of adjustments made in accordance with this Section. In no event shall any such adjustment be contrary to or inconsistent with the terms of any agreement between the Employer and the Association.

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

Section 7: The Employer shall not refuse to meet, negotiate or confer on matters with representatives of the Association as set forth in the Agreement.

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

ARTICLE 4 - STEWARDS

Section 1: Stewards for the Association shall, as far as practicable, be drawn from the Executive Board of the Ann Arbor Police Officers Association.

Section 2: The President may appoint temporary or alternate stewards to fill vacant positions, to serve for a period of time specified by him as the need arises. Such appointments shall be made from the membership of the Association.

Section 3: The units and number of representatives are as follows:

- 1 President
- 3 Patrol Division Stewards
- 1 Administrative Service Division Steward
- 1 Investigative Division Steward

Section 4: A copy of each special order, general order, rule, regulation or training bulletin shall be provided to the Association when issued.

Section 5: The bargaining committee of the Association will include not more than six (6) Association members. It may also include nonemployee representatives of the Association not more than two (2) in number. In addition, the Association may have two (2) alternate bargaining committee members. However, the Association shall not

have more than six (6) Association members and two (2) nonemployee representatives of the Association attending any of the negotiation meetings with the City. The Association will give to management in writing the names of its employee representatives and alternates on the bargaining committee.

Section 6: Unit Bargaining Committee: Employee members of the Bargaining Committee will be granted straight time hours for the time spent during the normal working day in negotiations with the City. Employees who bargain on other than normal regularly scheduled work day will be granted straight time compensatory time for hours spent bargaining with the City, regardless of the number of compensatory hours accumulated.

ARTICLE 5 - DISCIPLINE AND DISCHARGE

Section 1: Upon substantiation of an allegation or complaint of misconduct from within the department or from outside the department which may result in disciplinary action against an employee, but in no case more than seven (7) calendar days after the receipt of an allegation or complaint, a supervisor shall inform the employee of the nature of the accusation. The supervisor or employee will notify the employee's steward that a complaint has been made against the employee. The employee shall, at the time of notification, if he or she so desires, have the right to consult privately with his or her steward. If the employee chooses not to respond to the complaint or allegation or if the response is not satisfactory, the supervisor may then proceed to Section 2 of this Article.

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

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

Section 3: The investigating supervisor shall, upon completion of his investigation, make a recommendation to the employee's Division Commander as to his findings and suggested discipline if any. The investigating supervisor shall not base his recommendations upon infractions which have occurred more than twenty-four (24) months

prior to the occurrence under investigation. The Division Commander will make appropriate discipline if warranted. The decision of the Division Commander will be forwarded to the employee in writing not later than the work day following the day the Division Commander has received the completed investigation from the investigating supervisor.

Section 4: In severe cases where it is necessary for the Employer to relieve the employee of duty, the employee shall be informed of the reason for his 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 and other monies payable shall be discontinued until returned to duty, reassigned, suspended, or discharged.

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

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

- (a) WRITTEN WARNING: A form of progressive discipline whereby an employee is notified, in writing, that his conduct is unsatisfactory in that it does not measure up to the minimal acceptable work level or conduct of the department. When a written reprimand is issued to an employee, he shall signify his receipt of said reprimand by signing same and he shall be furnished a copy of the reprimand and the original shall be placed in the employee's personnel file. If the employee wishes to record his position regarding the action, he shall have the right to note his position and attach a memo to the warning, setting forth said position.
- (b) REASSIGNMENT: Reassignment is an involuntary assignment and may include changes in working hours, pay, days off, and types of work performed. However, said work reassignment shall not be of a nature not normally performed by an employee of the reassigned employee's rank. The reassignment must be within the department. If the reassignment is for a designated period, the employee will return to their original assignment at the end of that period. The employee shall receive full benefits and salary of the position to which he/she has been reassigned for an employee of his/her seniority level.
- (c) SUSPENSION: Suspension is a temporary separation from the department. A member who has been suspended will not be paid for the period of his suspension but will accrue all benefits with the exception of vacation and sick time. Suspension shall not exceed two hundred (200) working hours. Provided, however, that this maximum shall not be a limit on the power of an arbitrator to modify a disciplinary penalty.

- (d) DISMISSAL: A complete and final separation from employment of the Employer. It is recognized by both the Employer and the employee that the employee may continue to be represented by his bargaining unit after dismissal through all prescribed contractual appeals.

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

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

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

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

ARTICLE 6 - STRIKES AND LOCKOUTS

Section 1: The Association agrees that during the life of this Agreement neither the Association, its agents, nor its members will authorize, instigate, aid, condone, or engage in a work stoppage, 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 operation of the Employer may be disciplined or discharged.

ARTICLE 7 - SENIORITY

Section 1: Seniority shall be defined as the length of service as a sworn Police Officer with the City of Ann Arbor (service not interrupted for more than one (1) year by resignation from City service) or as otherwise specified in this Agreement. For those members who are hired on the same date, their date of application will be

the deciding factor of order of seniority. For members hired after July 1, 1981, who have equal seniority, their final score (academic standing) in the Ann Arbor Police Department Academy shall be the deciding factor; the employee with the higher score will be given greater seniority. The seniority dates of all new members of the unit published as of June 30, 1981, are recognized as the standing dates by the parties.

Section 2: New permanent employees hired into the unit shall be probationary employees for evaluation purposes, for six months commencing with the date they are sworn in by the City of Ann Arbor. 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. All employees before attending the Academy and during their attendance will have probationary status with the Department. During the probationary period the employee shall have no seniority status and may be terminated in the discretion of the Employer without regard to his relative length of service. Unsatisfactory employees shall so be terminated.

Once the employee's probationary period is completed, the employee's seniority with the Employer and the Unit is determined by 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) month evaluation period which begins at the time the employee is sworn by the City of Ann Arbor. The employee shall be notified of any extended probationary period and the reason for said extension.

- (a) The Association shall represent permanent probationary employees for the purpose of collective bargaining, in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Section 1, Article II of this Agreement, except Employees discharged and disciplined for other than Association activity.

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

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

- (a) If he quits or retires from City employment and is not rehired within one year; provided that a person rehired within one year will not be allowed to compete for promotion for two years subsequent to the date of rehire.
- (b) If he is discharged and the discharge is not reversed through the procedures set forth in this Agreement.

- (c) If, following a layoff, he fails or refuses to notify the Employer of his intention to return to work within five (5) calendar days after receipt of a written notice of such recall sent by certified mail to his address on record with the Employer or personal notification by other means or, having notified the Employer of his intention to return, if he fails to do so within ten (10) calendar days after receipt of such notice.
- (d) If he is absent for three (3) consecutive, regularly scheduled working days without notifying his supervisor prior to or within such three (3) day period of a justifiable reason for such absence - unless such notification was impossible. In proper cases, exceptions may be made with the consent of the Employer. After such absence, the Employer will send written notification to the employee at his 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.
- (e) When he has been laid off for a period of twenty-four (24) or more consecutive months.
- (f) Failure to return from sick leave and leaves of absence will be treated the same as (c) above.

Section 5: When the Employer deems it necessary to reduce the number of employees because of a shortage of work or funds, abolition of positions, changes in departmental organization or for other related reasons, the employee with the least unit seniority shall be the first to be laid off. If the number of employees in a specific technician position is reduced the employee in the specific position affected who last entered the position shall be the first to be removed from the technician position and shall return to the Patrol Division with full unit seniority. There shall be no bumping rights between technician positions. All positions that are open are to be posted and are bidable.

Section 6: When the work force is increased following a layoff, employees shall be recalled to work in inverse order of layoff; providing the employee's ability and skills remain suitable to performance of the job to the same extent as prior to layoff.

Section 7: The Employer shall have the right to temporarily transfer employees within the bargaining unit from one classification to another for a period not to exceed one hundred and twelve (112) days. Such employees will receive the rate of pay of the higher classification for all hours worked while serving in such position.

- (a) Employees shall not be assigned jobs which are not customarily performed by Police personnel.
- (b) This section shall not be construed to eliminate permanent positions or prevent the establishment of permanent positions.

Section 8: In the event of a vacancy or newly created position within the unit, said vacancy or newly created position shall be posted in a conspicuous place within the Police Department for at least seven (7) days and a copy of said posting shall be furnished the Association. During said seven (7) day period employees interested in being considered for said vacancy or opening shall submit an approved application to

the Chief expressing their desire and qualifications. The job shall be awarded to the employee with the best qualifications who possesses the ability and interest to perform the job. In case there are two or more bidding employees who possess equal qualifications, ability and interest, the most senior employee shall be awarded the job. In the event the job vacancy is filled from those employees within the unit the employee thus awarded the job shall assume the position as soon as is practical after the award is made and shall be on job probation for a period of six (6) months commencing with his first actual day on the job. An employee may be removed or request to be removed, without prejudice, from the job any time during the six (6) months probationary period if he demonstrates that 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 his job probationary period, the employee shall have the right to return to the position he immediately left if it is open. If it is not open, the employee shall return to the Patrol Division. If there are other positions open at the time the employee is removed, he shall be eligible to apply for those positions.

Section 9: Employees who are promoted or transferred to a position under the Employer, not included in the bargaining unit and, who were thereafter involuntarily transferred, laid off, or demoted again to a position within the unit, or who voluntarily returned, shall have the right to bump back into the unit, with full departmental seniority. If there are no vacancies, any such employee shall be allowed to bump the low seniority unit member if the employee returning to the unit has more department seniority than the low senior unit member. The Employer shall not transfer an employee to a position outside the unit without the consent of the employee.

Section 10: For the purpose of layoffs and recalls only, the Association's President, Vice-President(s), Secretary, Treasurer, and 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 aforespecified Association 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 department and under no condition can it be exercised for job preference under any of the terms and provisions of this contract.

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

Section 11: Both the Employer and the Association recognize the value of on-the-job training. In the event of a vacancy in a training position or a newly created training position within the unit, said vacancy or newly created position shall be posted in a conspicuous place within the Police Department, for at least seven (7) days and a copy of said posting shall be furnished the Association. During said seven (7) day period employees interested in being considered for said vacancy or opening shall submit an approved application to the Chief expressing their desire and qualifications. The job shall be awarded to the employee with the best qualifications who possesses the ability and interest to perform the job. In case there are two (2) or more bidding employees who possess equal qualifications, ability and interest, the most senior employee shall be awarded the job. An employee may be removed or request to be removed from the job any time during the training period if he demonstrates

that 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, he shall return to the permanent classification he occupied prior to his transfer. Notification of training vacancies shall be sent to all employees on vacation during the seven (7) day posting period.

- (a) An employee assigned to a training position for more than six months shall be paid at the current rate for such position.
- (b) When an employee is assigned a training position pursuant to this Section, he shall continue to be paid the salary to which he is entitled in his permanent classification.
- (c) During a training assignment the employee being trained will always be supervised by a qualified employee or a qualified supervisor.

Section 12: If the Employer fails to give an employee work to which his 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 at his regular rate.

ARTICLE 8 - LEAVES OF ABSENCE

Section 1: The Employer may grant a leave of absence for personal reasons of thirty (30) calendar days or less without pay and without loss of seniority to an employee who has completed his probationary period; provided the employee presents a reason acceptable to the Chief.

Section 2: An employee who, because of illness of himself or his immediate family (to mean only the spouse and children of the employee), pregnancy, or accident other than illness or accident compensable under the Michigan Worker's Compensation Act, is physically unable to report for work may be given a leave of absence, upon the employee's request, of one (1) year, provided the employee 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: The City will allow officers who are elected officials of the AAPOA reasonable time off the job with pay to attend to business relating to their official functions, as outlined below. Such time off will be granted at the discretion of the Chief of Police upon reasonable notice by written request to permit proper evaluation and manpower consideration.

1. External Affairs (Seminars of Association choice)

- a. Monthly Board Meetings
- b. Special Training Seminars
- c. Annual conference (5 days will be allowed only one officer for the term of the contract.)
- d. Special Officer Maintenance Assignments of Short Duration.

2. Internal Affairs (AAPOA)

- a. Monthly Membership Meetings
- b. Special Committee Meetings
- c. Special Training Seminars
- d. Executive Board Meetings
- e. One (1) hour per day for Internal Association Affairs.

Section 4: Permanent employees shall be allowed forty (40) hours with pay not to be deducted from sick leave as funeral leave in order to attend the funeral of someone in the employee's immediate family. Immediate family is defined as follows: mother, father, step-mother, stepfather, sister, brother, wife, or husband, son or daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, or a member of the employees household. Permanent employees shall be allowed two (2) work days with pay not to be deducted from sick leave as funeral leave in order to attend the funeral of the employee's or spouse's grandparent or grandchild.

Section 5: 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 two (2) years or less. 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 which he held prior to said leave.

Section 6: 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 days must be made at least twenty-four (24) hours before the day requested. These days will not be charged as sick leave days. 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 unused personal leave days remaining upon completion of the employee's last scheduled work day in the fiscal year shall be converted to compensatory time. This change shall become effective January 1, 1985.

In the event that new employees are added to the Bargaining Unit, they shall accrue one (1) personal leave day in each third of the first fiscal year of their employment. The three periods are July 1 to October 31, November 1 to February 28, and March 1 to June 30. Once an employee begins working in a second fiscal year, he/she will no longer be considered a new employee for purposes of computing personal leave days.

Section 7: Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves of the United States for the

purpose of fulfilling their annual field training obligations and when called upon 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 8: In keeping with the Employer's policy of encouraging the improvement and professionalism of its police personnel through education, the Employer shall provide to employees the opportunity to take courses at an accredited college, university or community college by reimbursing the employee for tuition and required textbooks for three (3) courses or ten (10) credit hours per semester or term. 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 prorated basis for the monies received.
- (b) In order to be eligible for book 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 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 Chief and the employee must receive a grade of "C" if deemed a satisfactory grade or a "B" or better in graduate school.
- (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 9 - HOURS

Section 1: The regular work day may consist of ten (10) hours, or eight (8) hours for employees assigned to the patrol and communications divisions; provided however that before changing from one to the other the Employer shall announce in writing four months in advance the change, the specific bids (tours of duty) to be changed. The regular work day shall consist of eight (8) hours per day for employees assigned to the investigation section, staff services, special services, traffic and special assignments. The regular work week shall be forty (40) hours per week. However, this shall not preclude the Employer from reducing its work force in accordance with Section 5 of Article 7.

Section 2: Employees shall be entitled to one rest or break period, not to exceed fifteen (15) minutes, during the first half of their shift and one which shall not exceed fifteen (15) minutes during the second half of their shift. Employees shall be entitled to a thirty (30) minute lunch period during their work day.

Section 3 It is recognized by the Association 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. Employees shall be assigned to their respective tours of duty (regular work days and hours) on the basis of seniority and qualifications through the following shift bid procedures:

- (a) Tour of duty schedules shall be from 28 to 112 days in length. They shall recite for each tour the regular days of work, the regular hours of work and the days of rest. Bonafide occupational qualifications pertaining to any tour of duty shall be set forth (in summary form) on the bid form.
- (b) Three weeks prior to the posting of a new shift change schedule, the Employer shall furnish the Association President a shift schedule bid form. The Association President or his designee shall be responsible for obtaining shift and days-off bids from employees in the unit in accordance with the restrictions designated below and shall return the completed shift schedule to the Employer not later than fourteen (14) days prior to the shift change.
 - (1) Of the shift/days off slots available for bid, the Employer retains the right to restrict bids for not more than two slots on the then current day shift and not more than two slots on the then current mid-day overlap shift for those certified police motorcycle operators who do not have scheduled vacations during the shift change period. The restriction of bids for those slots shall be exercised only during those shift change periods where motorcycle patrol is operational. The leave day slots to be utilized for this restricted bid process are those which are established by procedural orders.
 - (2) The Employer retains the right to assign to the mid-day overlap shift not more than 13 employees in any 56-day period for the purpose of training/orientation. During such 56-day period, such employees will be provided a minimum of 80 hours of training/orientation. The selection, notification, assignment and utilization of these employees during any 56-day period of training/orientation shall be restricted to one occurrence which begins in any July 1 - June 30 period.
- (c) It is understood and agreed that when a vacancy occurs on a shift due to job transfer, resignation, retirement, illness or injury of over four (4) weeks probable duration, the Employer shall have the right to fill said vacancy with an employee from another shift by posting the shift vacancy for bids for three (3) days with the most senior employee who bids being assigned to

fill the vacancy. If no bids are forthcoming, the employee with the least seniority of those employees on other shifts shall be assigned to the shift.

- (d) An employee may be allowed to trade work schedules with another employee to accommodate personal needs provided such trade is approved by the division commander and the employee involved.

Section 4: For those employees working the ten (10) hour per day schedule, one and one-half times their regular straight time hourly rate of pay shall be paid for all hours worked in excess of ten (10) hours in any work day and for all hours worked on the fifth and sixth day of the employee's scheduled work week. The Employer must first take volunteers for work on the fifth and sixth days before ordering employees to work on those days. 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.

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

The terms of this section shall take effect at the point this contract becomes binding on the parties through arbitration award or otherwise.

- (a) Overtime shall be compensated by payment at the appropriate rate.
 - (1) All overtime earned with respect to holidays shall be paid in cash, unless compensatory time is requested by the employee and approved by the Employer.
 - (2) All overtime earned with respect to football games at the U of M stadium will be paid in cash unless compensatory time is requested by the employee and approved by the Employer.
 - (3) All other overtime earned will be paid in either cash or compensatory time as requested by the employee.
- (b) Compensatory time accumulation shall not exceed one hundred and twenty (120) hours. Time earned in excess of one hundred and twenty (120) hours will automatically be paid at the appropriate rate in cash. Upon termination or death all compensatory time accumulated will be paid in full. However, if Federal or State law changes so as to make the present system for granting and administering compensatory time and time-off illegal the Employer shall be allowed to change the existing system so as to comply with

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

- (c) A maximum of eighty (80) hours of compensatory time may be taken in any July 1 through June 30 period unless otherwise requested by the employee and approved by the chief or his designee.
- (d) Employees will be allowed to work for one another and trade compensatory time with the Employer's approval.
- (e) Compensable time-off shall be considered as time worked for the purpose of computing benefits under this Agreement. For employees not on the department payroll as of January 1, 1982, compensatory payout at retirement will not be included in final average compensation.

Section 5: The Employer has a right to schedule overtime for emergency situations in a manner most advantageous to the Department and consistent with the requirements of public safety. In nonemergency situations where the scheduling of overtime is deemed necessary, officers will be assigned on a voluntary basis. If there are no volunteers available, the Department retains its right to order overtime as in emergency situations. For purposes of overtime scheduling all overtime known over forty-eight (48) hours in advance will be considered nonemergency overtime.

ARTICLE 10 - WAGES AND BENEFITS

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. While the official pay day is Friday, pay checks will normally be made available on Thursday after 3 p.m. unless there is a computer malfunction or other adverse event beyond the Employer's control.

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

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 call back shall extend past three (3) hours in which case he shall be paid overtime for the exact hours or portion thereof worked. This provision includes, but is not limited to, returning to work for court appearances. If an employee is called back within eight (8) hours of the end of his regular shift, he shall be compensated at the rate of double time. This shall not apply to shift change days.

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

Section 5: Insurance

A. Hospitalization

- (1) After six (6) months of employment, an employee shall be provided the High Benefit Comprehensive Blue Cross-Blue Shield MVF-1 Plan providing up to 365 days of hospitalization which includes the comprehensive Blue Shield Surgical Plan, prescription drug rider, Master Medical Option 4 Plan, PPNV, Voluntary Sterilization, and ML riders or the satisfactory equivalent of such plan.
- (2) 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.
- (3) The Employer shall pay the entire cost of a like Blue Cross-Blue Shield Plan minus the PPNV-1 Rider for employees retiring after 7/1/83 provided that the level of coverage in effect at the time of their retirement shall constitute the total coverage to be provided such employee. Provided that employees taking a deferred retirement do not receive this benefit. Any change in coverage levels subsequently provided to current employees will not attach to the coverage level provided retired employees. Further, it is understood that should an employee retire from the City and assume employment with another employer who provides hospitalization coverage, then the employee shall take said coverage, and the City's obligation to provide hospitalization to said employee shall be reduced to that of complimentary coverage. When an employee who remains under coverage by the City reaches age 65 and thereby becomes eligible for the Federal Medicare Program, the City's obligation to provide hospitalization to said employee, current or retired, shall be reduced to that of a complimentary partner with the Federal Medicare Program (Medicare Complimentary Coverage Option 2/1).

B. Dental Coverage

After six (6) months of employment an employee shall be provided a "50% Delta Dental Plan" or its satisfactory equivalent with a maximum benefit of \$1000 per year per person.

C. Optical Coverage

After six (6) months of employment an employee shall be provided the "Full Service Benefit" Plan "A" of Mutual Eye Claims Audits, Inc. or its satisfactory equivalent.

D. Life Insurance Coverage

- (1) The Employer will pay the entire premium cost of \$15,000 of life insurance on all permanent employees who have completed their probationary period. The Employer will further pay the entire cost of \$5,000 of life insurance for retiring employees; i.e. employees who have completed fifteen (15) or more years with the City and are retiring on a City pension provided that employees taking a deferred retirement do not receive this benefit.
- (2) Eligible employees will be permitted to take additional insurance equal to twice the amount of their yearly salary with the employee paying one-half and the Employer paying the other half.
- (3) Persons who take additional life insurance according to Paragraph (2) above are entitled to subscribe to group life insurance for their family as follows:

Coverage

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

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

Section 6: An employee who is required to report for and/or perform jury duty as prescribed by applicable laws, for each day on which he/she reports for and/or performs jury duty during hours he/she otherwise would have been scheduled to work for the Employer, shall be paid the difference between what he/she receives from the court as daily jury duty fees and what he/she would have earned from the Employer for the hours lost from work for jury duty not to exceed either eight (8) hours of pay for those working an eight (8) hour per day schedule or ten (10) hours per day for those working a ten (10) hour per day schedule at his/her regular straight time hourly rate of pay. This provision shall not apply for any day upon which the employee was excused from jury duty in the time to reasonably permit him/her to return to work on his/her shift for two (2) or more hours unless such employee does so return to work.

- (a) In order to receive the payment above referred to, an employee must give the Employer notice as soon as possible that he/she has been notified of a requirement to report for jury duty and must furnish satisfactory evidence that he/she reported for and/or performed such jury duty for the hours for which he/she claims such payment.
- (b) Upon providing the Employer with documentation outlining a requirement to report for jury duty and the expected duration of such jury duty obligation, an employee whose shift assignment start time is later than 12:01 p.m. will be assigned to a shift starting before 12:01 p.m. in accordance with the procedural order governing jury duty. For the duration of such assignment it will be necessary to concurrently change the assignment of another employee of the same classification to the shift and leave day assignment formally held by the employee notified of a requirement to report for jury duty.

Section 7: Each employee covered by this Agreement shall receive the sum of \$750.00 each July 1 for the term of this Agreement as a clothing and equipment purchase and maintenance allowance annually. Fifty percent (50%) of said allowance shall be paid on or before July 20 of each year and fifty percent (50%) shall be paid on or before January 20 of each year. On or before August of each year, employees shall receive one hundred fifty (\$150.00) dollars as an equipment maintenance allowance to cover the maintenance expenses of both on and off duty equipment.

- (a) 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.

ARTICLE 11 - HOLIDAYS

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

New Year's Day
Lincoln's Birthday
Washington's Birthday
Good Friday (1/2 day)
Easter
Employee's Birthday
Memorial Day
July 4th
Labor Day
Veterans' Day
Thanksgiving Day
Christmas Day

Patrol and Communications personnel on shift schedules will celebrate the holiday on 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.

Section 2:

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

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; except where the employee's absence on such day or days is due to the fact that such day or days occur during his regularly scheduled vacation, the employee is on a compensatory leave day, or the employee presents a reasonable excuse acceptable to management.

ARTICLE 12 - 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 (150) hours of vacation with pay. During the employee's probationary period, vacation time may not be used except with the express permission of the Chief.
- (b) An employee who, as of the anniversary date of his employment, has completed ten (10), but less than fifteen (15) years of continuous service with the Employer since his last hiring date, shall receive one hundred eighty (180) hours 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 (210) hours 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: Subject to the constraints of Section 5 of this Article, an employee may to the extent of their unused vacation take one (1) vacation during a designated 112 day vacation period.

- (a) Vacations shall be two, four, six or eight weeks in length.
- (b) Employees may sign up for vacation at the beginning of a designated 112-day vacation period.
- (c) Vacations must begin with the odd numbered weeks of a shift change and end with the even numbered weeks of a shift change.
- (d) Leave days will be assigned to vacation slots.
- (e) Employees returning from vacation may be assigned different leave days for the remainder of the shift change period by the Employer.
- (f) It is understood and agreed between the City of Ann Arbor and the Ann Arbor Police Officers Association that the vacation schedule procedure in Article 12, Section 4 of this Agreement may be modified by the City to meet the needs of vacation peculiar to the Investigative Division, Property Section and Staff Services, such as not requiring vacations to be in two, four, six or eight week increments.

It is further agreed that such modifications are at the discretion of the City of Ann Arbor. Should the City not choose to follow the contractual guidelines, use of an alternate procedure does not obligate them to do so, or continue with it. The general vacation system to be used for the above described areas will be that governed by the July 1, 1976 to June 30, 1979 contract, with modifications as are allowed by contract, e.g. numbers of personnel allowed on vacation at one time, etc. It may also provide that vacations be taken in whole week increments.

- (g) It is understood and agreed between the City of Ann Arbor and the Ann Arbor Police Officers Association that the vacation schedule procedure in Article 12, Section 4 of this Agreement may be modified by the City to meet the needs of vacation peculiar to the Communications Section such as not requiring vacations to be in two, four, six, or eight week increments.
- (h) Vacation time may be used in one to three day increments, after shift and vacation sign-up has taken place and according to procedures established by Management. It is understood and agreed between the City of Ann Arbor and the Ann Arbor Police Officers Association that a procedural order will incorporate the guidelines for implementation of the one to three day vacation procedure reached by the parties. It is further understood and agreed that this procedural order is subject to change by Management subject to the procedure contained in Article 18, Section 1.

Section 5: The Chief shall determine the number of employees who can be assigned for vacation purposes at any one time agreeing that an effort shall be made to schedule vacation leave in accordance with the manpower and workload requirements as determined by him with consideration given to past and present practices. Vacation leaves shall be granted giving preference to senior employees. A seniority list shall be posted not later than twenty-one days prior to the beginning of each designated 112 day vacation period. Employees in a given job classification on a given shift shall, by seniority select their desired vacation dates. A final vacation list shall be prepared by the Chief and posted not later than the beginning of each designated 112-day vacation period.

- (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 classification 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 classification the employee then occupies; provided there is available vacation time on such shift in such classification. 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 6: 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. For employees not on the department payroll as of January 1, 1982, vacation payout at retirement will not be included in final average compensation.

Section 7: If a regular payday 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 8: Employees separated from City service shall be paid at their normal salary rate for their unused vacation.

Section 9: In the event an employee is called back to work from his scheduled vacation or compensable time or personal leave taken in conjunction with his scheduled vacation, he shall be compensated by returning to him, on a one (1) day for one (1) day ratio, those days lost due to the callback, and by paying him two (2) times his regular straight time hourly rate for a minimum of two hours or for the actual hours worked whichever is greater.

ARTICLE 13 - SICK LEAVE

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

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

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

- (a) In order to qualify for sick leave payments which involve the use of three (3) work days in any seven calendar day period, employees shall furnish a signed doctor's certificate upon return to duty if requested by the Chief.
- (b) An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or dismissal, depending upon the circumstances involved.

- (c) Given reasonable justification, the City has the right, at its expense, to order an employee to report to a City doctor at any time. The employee shall receive no additional compensation for the time that he is examined if the examination occurs during the employee's regularly scheduled work period. If the employee is ordered to be examined during time when they are not regularly scheduled to work, the employee will be compensated at the appropriate overtime rate unless sick leave abuse is suspected and verified.
- (d) Employees who are on sick leave must notify the Employer of their whereabouts.
- (e) An employee who calls in sick and is subsequently taken off the payroll because of a lack of accumulated sick time is subject to the following circumstances:
 - (1) Such employee shall not qualify for overtime in each week such instances occur until they have completed 40 hours work in that week.
 - (2) Employees will be subject to disciplinary action or dismissal depending on the circumstances.

Section 4: Employees, subject to the provision set forth in this Article, shall be eligible for paid sick leave when the employee's absence from work is due to an illness, pregnancy, or injury which is not related to work.

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

Section 5: Sick leave absences shall be charged for all time taken off work to the level of one-half hours. The determination of how much time will be charged is based on the percentage of the workshift completed as applied to the hours charged for a single day. If, for example, an eight (8) hour employee has worked 25% of their scheduled work shift and leaves work sick, they will be charged 75% of (8) eight hours or six (6) hours sick time. Less than whole numbers will be rounded off to the nearest one-half hour.

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

Section 7: When an employee dies or retires under the Employer's Retirement Plan any unused accumulation, not to exceed nine hundred and sixty (960) hours of paid sick leave, shall be paid to said retiring employee or his estate at the rate of pay applicable to the permanent classification held by the employee at the time of said death or retirement. For employees not on the department payroll as of January 1, 1982, sick leave payout at retirement will not be included in final average compensation.

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

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

Section 9: Whenever sick leave payments are made under this Article, the employee's accumulated unused bank of sick leave credits shall have a corresponding amount of time deducted.

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

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

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

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

ARTICLE 14 - LONGEVITY

Section 1: Longevity shall be paid on the following basis:

- (a) Five (5) but less than ten (10) years of continuous service = \$300
- (b) Ten (10) but less than fifteen (15) years of continuous service = \$600
- (c) Fifteen (15) but less than twenty (20) years of continuous service = \$900
- (d) Twenty (20) but less than twenty-five (25) years of continuous service = \$1,200
- (e) Twenty-five (25) or more years of continuous service - \$1,500

Section 2: The above longevity amounts will be paid upon completion of a full year's employment in the month following the employee's anniversary date.

Section 3: Employees who leave City employment shall be eligible for prorated Longevity payments of 1/12 of the above amounts per each full month of employment completed since the last payment.

ARTICLE 15 - WORK RELATED INJURY

Section 1:

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

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

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

ARTICLE 16 - SPECIAL CONFERENCES

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

- (a) Such meetings shall be held only as necessary and shall not become unreasonable in number.
- (b) Such meetings shall be attended by a maximum of two (2) Association representatives unless additional representatives are requested by the Chief.
- (c) There must be reasonable advance written notice of the desire to have such meeting, which notice must be accompanied by an agenda of the subjects the party serving such notice wishes to discuss. If both parties have subjects they wish to discuss, they shall exchange agenda.
- (d) Such special conferences shall be held during the working day. Employees shall be paid for all time necessarily lost from their regularly scheduled work while attending such conferences.

Section 2: In matters (not grievances) concerning City-wide policies and procedures or Departmental policies and procedures where it is advisable to maintain effective communication between Departmental Management, the Association and the City Administration, the Association or the Employer may request a program Committee meeting subject to the following conditions:

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

ARTICLE 17 - INVESTIGATIVE DIVISION

Section 1: All applicants for in-service training in the Investigative Division shall be required to have been an Ann Arbor patrolman for at least two (2) years. In-service training will be for a period of six months and at least two (2) patrolmen will receive such training each year. The in-service training will be filled in accordance with Section 11, of Article 7.

This training shall remain in effect except for emergency manpower situations beyond the control of the Employer. After the emergency situation has ended, the officer will be returned to the Investigative Division to complete the training.

Section 2: Officers assigned to the Investigative Division will, for classification purposes, all be considered as one classification, "Investigator".

There shall be two pay distinctions for the classification Investigator, as follows:

- (a) All officers permanently assigned to the Investigative Division with less than two years cumulative time (inclusive of in-service training) in the Investigative Division will receive 8% above the maximum patrolman pay rate.
- (b) All officers with more than two years cumulative time (inclusive of in-service training) in the Investigative Division will receive 14% above the maximum patrolman pay rate.

Section 3: An officer assigned to L.A.W.N.E.T. performing investigative duties shall receive six (6%) percent above his officer's salary. Selections for L.A.W.N.E.T. shall be made in accordance with Section 11 of Article 7.

Section 4: Extraditions include the transport of prisoners from another state or country to Ann Arbor on the authority of a warrant held by the Ann Arbor Police Department. The provisions of this Section will also apply to prisoner pick-ups within the State of Michigan. In the event that the Ann Arbor Police Department has the responsibility to transport a prisoner from another police jurisdiction, the following will apply:

- (a) All traveling prisoner pick-ups, etc., will be done on paid work time; however, no officer will be required to work more than twelve (12) hours in one (1) day (including regular work time and traveling time.)
- (b) The investigator in charge of the case involved will be afforded the opportunity to go on the extradition or prisoner pick-up.
- (c) No officer will be required to go on an overnight extradition unless there are no qualified volunteers available; in which event, said officer will be paid for the total time of the extradition.
- (d) Officers will not be required to drive more than five hundred (500) miles in one (1) day. Thus, extraditions over two hundred and fifty (250) miles each way will normally necessitate staying overnight in suitable lodging.
- (e) All transportation, food, and lodging expenses will be advanced to the officers before departure in cash or readily accepted credit cards.
- (f) All extraditions will be effected by a minimum of two (2) sworn police officers from the State of Michigan. If more than two (2) prisoners are transported, there will be at least the same number of officers as prisoners.

ARTICLE 18 - GENERAL

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

- (a) A copy of said special order, general order, rule, regulation or training bulletin shall be provided to the Association when issued.

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

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

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

Section 4: The Employer agrees to recognize, as a permanent advisory board, the Uniform Board. The Board will be composed of two (2) representatives from each of the four units recognized in the Ann Arbor Police Department. These members shall be appointed by their various units. The ranking officer at each meeting shall serve as chairman. The Board, by majority vote, will advise the Chief of Police in matters concerning Police uniform. The Police Department will consult with the Uniform Board prior to making any changes in the Police uniform 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 the request of the department. It is understood by both parties to this Agreement that this Board is advisory only and the final decision in all cases rests with the Police Chief.

Section 5: The Employer reserves the right to suspend or discharge employees who are not physically/psychologically/psychiatrically fit to perform their duties in a satisfactory manner. Such action shall only be taken if a physical/psychological/psychiatric examination performed by a medical doctor/psychologist/psychiatrist of the Employer's choice at the Employer's expense reveals such unfitness. If the employee disagrees with such doctor's psychologist's/psychiatrist's findings, then the employee at his own expense may obtain an examination from a medical doctor/psychologist/psychiatrist of his choice. Should there be a conflict in the findings of the two (2) doctors/psychologists/psychiatrists then a third doctor/psychologist/psychiatrist mutually satisfactory to the Employer and the Association shall give the employee a physical/psychological/psychiatric examination. The fee charged by the third doctor/psychologist/psychiatrist shall be paid by the Employer, and his findings shall be binding on the employee, Employer and the Association. In the event an employee's seniority is terminated pursuant to this Article, he 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 6: The Employer shall make reasonable provisions for the safety and health of the employees during the hours of their employment and shall endeavor to maintain its

equipment in safe operating condition and equipped with safety appliances prescribed by law. The Employer shall furnish such protective devices and/or equipment as it deems necessary to properly safeguard the health of the employees and protect them from injury.

- (a) Every employee shall faithfully observe all safety rules and shall use such safety devices and/or equipment as is required thereby. Any infraction of any safety rule or failure to use such safety devices or equipment shall subject the employee to disciplinary action and in case of flagrant or serious violation, to dismissal.
- (b) In the event an 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 emergency situations, such vehicle shall remain parked until either cleared by the Employer's mechanics as being safe for road service, or released by the Chief or his designated representative in writing. It is understood and agreed that the vehicles will, at all times, be maintained in a state of general repair and will be mechanically functional. If it is determined by the employee and his shift supervisor that an assigned patrol vehicle is in violation of this Section, the vehicle will be deadlined and will not be used until repairs are completed.
- (c) All marked police vehicles purchased by the City and used for patrol will have full police package and no more than ten thousand (10,000) miles. If Investigative Division vehicles are purchased from an outside source, they will not have more than twenty-five thousand (25,000) miles at the time of purchase. When any patrol or Investigative Division vehicle registers more than fifty-five thousand (55,000) miles, the Department shall cause such vehicle to undergo an inspection. Upon inspection of the vehicle and upon certification by the City Garage Director that the vehicle is safe and cost effective to remain in use, it will be returned to the street but will not be driven more than sixty-five thousand (65,000) miles.
- (d) The Association shall have a representative of their own choosing on the City Safety Committee. The Chief Steward will appoint three (3) members to an Association Safety Committee. This Committee will be responsible for reviewing all equipment, departmental procedures and policy, that are related to the safety of the employee. This committee may make recommendations to the Chief at committee meetings or at other times as they deem necessary.
- (e) The City shall install screens or protective shields in six (6) patrol cars prior to April 30, 1977. At least six screens or shields shall be maintained in patrol cars for the duration of this Agreement.

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

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

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

- (a) Discipline for an officer involved in a motor vehicle accident shall not be mandatory, but shall be at the discretion of command.
- (b) Any officer involved in a motor vehicle accident in which he was not at fault shall not be disciplined.
- (c) In recognition of the principle that if discipline is given it should be given promptly, any discipline for a motor vehicle accident will be given within seven (7) calendar days of the accident.
- (d) Any officer being disciplined for a motor vehicle accident has the full right of hearing and appeal as set forth in the Discharge and Discipline Section of this Agreement.

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

Section 9: The Employer shall not allow anyone, with the exception of Police Department personnel, the City Administrator, City Personnel Director, or Assistant City Administrator, the City Attorney, or Assistant City Attorneys to read, view, have a copy of, or in any way peruse a member's personnel file, which is kept by the Police Department. This language does not prohibit the above individuals from making official reports regarding information contained therein. Any member may inspect his 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 10: The Employer shall provide such legal assistance to an employee as shall be required or needed as a result of acts occurring when and while said employee was in the performance of his police duties and responsibilities. The determination of whether the employer will indemnify employees, will be made on a case-by-case basis, based upon past practice.

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

Section 12: 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 13: An employee will not be prohibited from being deputized by the Sheriff in Washtenaw County.

Section 14: In the event an employee is involved in a job-related citizen fatality, or other major trauma inducing event as determined by the Chief, such employee may be required to undergo medical and/or psychiatric care from a qualified doctor selected by the Employer. When the Employer orders such care, the fee shall be paid by the Employer.

- (a) Such employees will be assigned to nonstreet duty for a period not to exceed seven (7) days unless otherwise recommended by the medical doctor and/or psychiatrist involved and approved by the Chief.
- (b) During such assignment, the employee's work hours and leave days will be designated by the Division Commander.

Section 15: The City agrees that, insofar as manpower allows, during the period between 9 p.m. and 7 a.m., all Ann Arbor Police "marked patrol" units shall be manned by two (2) officers. In no instance shall any officer in such units be required to ride alone during the above mentioned hours for any reason other than shortage of manpower.

Section 16: The Employer shall reimburse employees who use their personal vehicles for City business at the current City rate.

Section 17:

- (a) Only departmentally approved ammunition will be utilized by the employee in any weapon carried while on or off duty. Ammunition for the primary duty weapon will be supplied by the Department.
- (b) Officers will be allowed to carry a second weapon on duty provided:
 - (1) The weapon is a .38 cal. or .357 cal. S & W any model, five (5) or six (6) shot revolver.
 - (2) It must be purchased and maintained by the employee.
 - (3) The weapon will be inspected before it is carried.
 - (4) The make, model and serial number will be given to the Property Control Officer before it is carried.
 - (5) Officers will produce their weapon for inspection upon request of a command officer.
 - (6) Officers will be required to qualify with a second weapon according to Department procedures.

Section 18: 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 Williams 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.

Section 19: The Employer agrees to reimburse employees, on a pro-rata basis according to condition and age, for the reasonable value of necessary personal articles such as eye glasses, wrist watches, etc. which are damaged in the line of duty not through the negligence of the employee. The City will establish a schedule

of maximum reasonable values of articles for which reimbursement may be made. The damaged article shall become the property of the City following the reimbursement. In the event that an employee receives compensation from his insurance company or from any third party for any damaged item, this section shall not apply.

Section 20: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or, if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provisions herein contained are so rendered invalid, upon written request by either party hereto, the Employer and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.

Section 21: The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

Section 22: No agreement or understanding contrary to this collective bargaining Agreement, nor any alteration, variation, waiver, or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreement, understandings, practices and arrangements heretofore existing.

Section 23: The City agrees to provide a copy of this Agreement to all members of the bargaining unit.

Section 24: Changes in wages and benefits shall be effective July 1, 1983. All noneconomic changes shall be made effective as of the date of this (the arbitration) decision (January 29, 1985).

ARTICLE - 19 - DURATION OF AGREEMENT

THIS AGREEMENT shall become effective as of the 1st day of July, 1983 and shall remain in full force and effect until the 30th day of June, 1986, 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.

EMPLOYER

UNION

CITY OF ANN ARBOR

ANN ARBOR POLICE OFFICERS ASSOCIATION

By *Louis D. Belcher*
Louis D. Belcher, Mayor

Frank Hoy

By *Winifred Northcross*
Winifred Northcross,
City Clerk

Don Woodside

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

APPENDIX A (1)

Effective July 1, 1983

<u>Grade</u>	<u>Start</u>	<u>After 1 Year</u>	<u>After 2 Years</u>	<u>After 3 Years</u>	<u>After 4 Years</u>
51	19,546.80 752.00 9.40	24,351.60 936.80 11.70	25,036.96 963.20 12.04	26,682.24 1,026.24 12.83	29,199.04 1,123.20 14.04
52 (+3%)	20,133.36 774.40 9.68	25,081.68 964.80 12.06	25,787.84 992.00 12.40	27,483.04 1,056.80 13.21	30,074.72 1,156.80 14.46
53 (+6%)	20,719.92 796.80 9.96	25,812.80 992.80 12.41	26,538.72 1,020.80 12.76	28,282.80 1,088.00 13.60	30,951.44 1,190.40 14.88
54 (+9%)	21,306.48 819.10 10.24	26,542.88 1,020.80 12.76	27,290.64 1,049.60 13.12	29,083.60 1,118.40 13.98	31,827.12 1,224.00 15.30
55 (+8%)	31,534.96 1,212.80 15.16				
56 (+11%)	32,410.93 1,246.40 15.58				
57 (+14%)	33,286.91 1,280.00 16.00				
58 (+17%)	34,162.88 1,313.60 16.42				

APPENDIX A (2)

Effective July 1, 1984

<u>Grade</u>	<u>Start</u>	<u>After 1 Year</u>	<u>After 2 Years</u>	<u>After 3 Years</u>	<u>After 4 Years</u>
51	20,133.20 774.40 9.68	25,082.15 964.80 12.06	25,788.07 992.00 12.40	27,482.71 1,056.80 13.21	30,075.01 1,156.80 14.46
52 (+3%)	20,737.36 797.60 9.97	25,834.13 993.60 12.42	26,561.48 1,021.60 12.77	28,307.53 1,088.80 13.61	30,976.96 1,191.20 14.89
53 (+6%)	21,341.52 820.80 10.26	26,587.18 1,022.40 12.78	27,334.88 1,051.20 13.14	29,131.28 1,120.80 14.01	31,879.98 1,226.40 15.33
54 (+9%)	21,945.67 844.00 10.55	27,339.17 1,051.20 13.14	28,109.36 1,080.80 13.51	29,956.11 1,152.00 14.40	32,781.93 1,260.80 15.76
55 (+8%)	32,481.01 1,249.60 15.62				
56 (+11%)	33,383.26 1,284.00 16.05				
57 (+14%)	34,285.51 1,318.40 16.48				
58 (+17%)	35,187.76 1,353.60 16.92				

APPENDIX A (3)

Effective July 1, 1985

<u>Grade</u>	<u>Start</u>	<u>After 1 Year</u>	<u>After 2 Years</u>	<u>After 3 Years</u>	<u>After 4 Years</u>
51	20,737.20 797.60 9.97	25,834.61 993.60 12.42	25,561.71 1,021.60 12.77	28,307.19 1,088.80 13.61	30,997.26 1,191.20 14.89
52 (+3%)	21,359.48 821.60 10.27	26,609.15 1,023.20 12.79	27,358.32 1,052.00 13.15	29,156.76 1,121.60 14.04	31,906.27 1,227.20 15.34
53 (+6%)	21,981.77 845.60 10.57	27,384.80 1,053.60 13.17	28,154.93 1,083.20 13.54	30,005.22 1,154.40 14.43	32,386.38 1,263.20 15.79
54 (+9%)	22,604.04 869.60 10.87	28,159.35 1,083.20 13.54	28,952.64 1,113.60 13.92	30,854.79 1,186.40 14.83	33,765.39 1,298.40 16.23
55 (+8%)	33,455.44 1,286.40 16.08				
56 (+11%)	34,384.76 1,322.40 16.53				
57 (+14%)	35,314.08 1,358.40 16.98				
58 (+17%)	36,243.39 1,393.60 17.42				

APPENDIX A (4)

Grade

51	Police Officer
52	Police Officer with education premium (bachelor's degree from an accredited college or university and one year of continuous service) or technicians as follows: planning and research; Communications; Training; Police Community Relations; U-M Liaison Officer; Traffic; Property
53	High School Officer; technician with educational premium; L.A.W.N.E.T.
54	High School Officer and L.A.W.N.E.T. with educational premium
55	Investigator I
56	Investigator I with educational premium
57	Investigator II
58	Investigator II with educational premium

LETTER OF UNDERSTANDING

It is understood and agreed between the City of Ann Arbor and the Ann Arbor Police Officers Association that the funeral leave benefit provided in Article 8, Section 4 is only applicable when an employee would otherwise be at work and is only for the purpose of making arrangements for and attending the funeral or funeral related time e.g. funeral home hours of respect.

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

ANN ARBOR POLICE
OFFICERS ASSOCIATION

CITY OF ANN ARBOR

Frank Boy

Gregory M. Collins

Don Woodruff

William J. Cartlett

Date: 09-10-85

LETTER OF UNDERSTANDING

It is understood and agreed between the City of Ann Arbor and the Ann Arbor Police Officers' Association that the maximum amount that the City will pay an employee for a lost or damaged watch under Article 18, Section 19 shall be seventy-five dollars (\$75) and for lost or damaged eyeglasses one hundred and fifty dollars (\$150). This is not meant to exclude other personal articles damaged in the line of duty.

ANN ARBOR POLICE
OFFICERS ASSOCIATION

CITY OF ANN ARBOR

Frank Hoy

Godfrey W. Collins

Edm Woodard

William J. Carbett

Date: 09-10-85

LETTER OF UNDERSTANDING

It is understood and agreed between the City of Ann Arbor and the Ann Arbor Police Officers' Association that a pregnancy leave will be treated like any other disability and the employee will be able to take off for the length of the disability as certified by a medical doctor.

ANN ARBOR POLICE
OFFICERS ASSOCIATION

CITY OF ANN ARBOR

Frank Hoy

Godfrey W. Collins

William J. Carbett

Date: 09-12-13

LETTER OF UNDERSTANDING

It is understood and agreed between the City of Ann Arbor and the Ann Arbor Police Officers' Association that the Association will assess its members an amount sufficient to cover the cost of providing each employee with the Blue Cross-Blue Shield FAE-RC rider and will pay over the correct amount to the City for forwarding to Blue Cross-Blue Shield.

ANN ARBOR POLICE
OFFICERS ASSOCIATION

CITY OF ANN ARBOR

Frank Hoy

Godfrey W. Collins

Don Woodside

William J. Carbett

Date: 07-10-85