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6-30-74

*Ann Arbor*

AGREEMENT  
BETWEEN  
THE CITY OF ANN ARBOR  
AND  
THE ANN ARBOR POLICE OFFICERS ASSOCIATION  
COMMENCING JULY 1, 1972  
AND  
CONCLUDING JUNE 30, 1974

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

*Ann Arbor Police Dept.  
100 North Fifth Ave.  
Ann Arbor, Michigan 48107*

## AGREEMENT

THIS AGREEMENT, entered into this 30 day of January, 1973, 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").

### 1. PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, and the 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 success in establishing proper services to the community.

To these ends the Employer and the Association encourage to the fullest degree firendly, cooperative and equitable relations between the respective representatives at all levels and among all Employees.

### 2. DEFINITIONS

- a. "Association" means the Ann Arbor Police Officers Association.
- b. "Member" or "Employee" means any sworn non-supervisory police personnel of the Ann Arbor Police Department.
- c. "Non-supervisory personnel" means sworn members of the Ann Arbor Police Department holding the rank of patrolman, policewoman, Detective I, Technician, Policewoman Specialist and Detective II.
- d. "Department" means the Ann Arbor Police Department.
- e. "Employer" means the City of Ann Arbor.



- f. "Chief" means the Chief of the Ann Arbor Police Department.
- g. "Immediate Supervisor" means the immediate supervising officer of the member.
- h. "Commanding Officer" means officer in charge of any division.
- i. "Reviewing Officer" means the Division Major <sup>or</sup> Deputy Chief.
- j. "Grievance" means any and all disputes about interpretations of particular clauses of this Agreement, and about alleged violations of this Agreement including riders thereto.
- k. "Steward" means any agent of the Association so appointed by the Chief Steward.
- l. "Chief Steward" means the president of the Ann Arbor Police Officers Association.
- m. "Executive Board" means the seven elected Stewards and Trustees of the Association and the five elected officers of the Association, as defined in the Association's By-Laws.
- n. "Grievance Committee" means a committee of not more than five members designated by the Association to review, screen and adjust grievances presented by Employees.
- o. NOTICE TO ASSOCIATION: Written inter-office memorandum addressed and forwarded to the Chief Steward of the Association.

### 3. RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all non-supervisory police personnel.

#### 4. DISCRIMINATION

No person employed by the City nor applicants for City employment shall be discriminated against because of race, creed, color, sex or national origin. Active efforts shall be made to encourage applicants for City employment in all departments from all racial, religious and nationality groups. The City shall take steps to assure that employment assignments and promotions are given on an equal non-discriminatory basis. Membership in the Association shall be open to every Employee covered by this contract on a non-discriminatory basis. The qualifications for employment shall not be less than those set forth in Rule R-28-4102 "Employment Qualifications", the rule promulgated by the Department of State Police Law Enforcement Officers Training Council.

#### 5. AID TO OTHER ORGANIZATIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any individual, labor group, or organization for the purpose of undermining the Association.

#### 6. ASSOCIATION SECURITY

##### A. Maintenance of Membership

Employees covered by this Agreement at the time it became effective and who are members of the Association at that time shall be required to continue membership in the Association for the duration of this Agreement. Employees covered by this Agreement who become members of the Association during the life of this Agreement shall be required to continue membership in the Association for the duration of this Agreement. Employees who shall continue to tender, or for whom there is tendered until the expiration of this Agreement, the dues uniformly required as a condition of retaining membership, shall be deemed to meet the conditions of this subsection.

If a member of the Association desires to withdraw from Association membership, he may do so by giving notice to the Association and to the City Controller's office during the ten (10) days immediately prior to the expiration of this Agreement. Such notice must be signed by the member.



The Employer has no obligation regarding Association membership in the case of an Employee who does not have on file with the Employer a valid, current "authorization for payroll deduction" in accordance with Section 7, hereof.

B. Indemnification.

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 or Section 7.

7. ASSOCIATION DUES AND INITIATION FEES

A. Payment by Check-off.

During the life of this Agreement and in accordance with the terms of the Form of Authorization of Payroll Deduction of dues hereinafter set forth, the Employer agrees to deduct Association membership dues levied in accordance with the Constitution and By-Laws of the Association from the pay of each Employee who executes or has executed the following Authorization Deduction form and the Association agrees that all its members shall be required to sign such form forthwith:

ANN ARBOR POLICE OFFICERS ASSOCIATION

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AUTHORIZATION FOR PAYROLL DEDUCTION

(PRINT)

Name \_\_\_\_\_  
(Last) (First) (Middle)

I, the above, do hereby authorize the City of Ann Arbor to deduct monthly dues from my wages in the amount specified by the Ann Arbor Police Officers Association. I agree that this may only be revoked as provided in the contract.

Date to Start Deduction: \_\_\_\_\_

(Signed By) \_\_\_\_\_

Received By \_\_\_\_\_  
(AAPOA)

Division \_\_\_\_\_

B. When Deductions Begin.

Check-off deductions under a properly executed Authorization for Check-off of Dues forms shall become effective at the time the authorization is signed by the Employee and shall be deducted from the last pay of the month and each month thereafter.

C. Remittance of Dues to Financial Officer.

Deductions for any calendar month shall be remitted to the designated financial officer of the Association with a list for whom dues have been deducted as soon as possible after the first day of the following month.

D. Disputes Concerning Membership.

Any dispute arising as to an Employee's membership in the Association shall be reviewed by the designated representative of the Association, and if not resolved may be decided through the grievance procedure.

E. The payroll deduction authorization will be automatically renewed for one (1) year or for the period of each succeeding agreement between the City and said Association which provides for the deduction of Association dues, whichever is shorter, unless the member gives written notice of cancellation during the last ten (10) days in which the above authorization, or any renewal thereof, is in effect. The authorization shall remain in effect and may not be revoked until ten (10) days before the expiration of the current agreement between the City and the Association, or at the end of one (1) year, whichever is shorter.

8. STEWARDS

A. Choice of Stewards.

Stewards for the Association shall, as far as practicable, be drawn from the executive board of the Ann Arbor Police Officers Association. The President of the Ann Arbor Police Officers Association shall serve as Chief Steward.

B. Temporary or Alternate Stewards.

The Chief Steward 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.



C. Steward Structure.

The units and number of representatives are as follows:

- 1 Chief Steward
- 3 Patrol Division Stewards
- 1 Traffic Division, Training, Planning and Research,  
Police Community Relations and Communications Steward
- 1 Investigative Division Steward

9. ASSOCIATION RIGHTS

A. Discussion of Association Business.

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

B. Bulletins and Orders.

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

C. Special Conference.

Special conferences on important matters will be arranged between the officers of the Association and the Chief of Police or the City or their designated representative upon the request of either party. Such meetings shall be between one or more representatives of the Employer and representatives of the Association. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those matters included in the agenda, unless both parties agree to include other items. Conferences shall be held on a work day. However, if the conference is held on a regular work day which is not during the regular working hours of the representatives of the Association attending such conferences, a maximum of two of these representatives will be paid by the City for the time spent during their normal working day, but only for the straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked the extent of the regular work schedule hours which otherwise would have been worked by the representative.

D. Equality of Treatment.

It is agreed by the Employer and the Association that the City is obligated, legally and morally, to provide equality of opportunity, consideration and treatment of all members of the Association and to establish policies and regulations that will insure such equality of opportunity, consideration and treatment of all members employed by the City in all phases of the employment process.

E. The Employer Shall Not:

1. Interfere with, restrain or coerce Employees in the exercise of their right to join or refrain from joining the Ann Arbor Police Officers Association, except where permitted by law.

2. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in the Ann Arbor Police Officers Association.

3. Discriminate against an Employee because he has given testimony or taken part in any grievance procedure or other hearings, negotiations or conferences as part of the Ann Arbor Police Officers Association.

4. Refuse to meet, negotiate or confer on matters with representatives of the Association as set forth in this Agreement.

5. Allow anyone, with the exception of police department personnel, to read, view, have a copy of, or in any way peruse a member's personnel file, which is kept by the Police Department. Any member may inspect his or her own file, with the exception of the background investigation reports, anytime between 8:00 a.m. and 5:00 p.m., Monday through Friday, upon request of his immediate supervisor.

10. PROVISION FOR LEGAL COUNSEL

The Employer shall, subject to the approval of the City Administrator, City Attorney and Police Chief, provide to the Employee such legal assistance as shall be required or needed as a result of the acts occurring when and while said Employee is in the performance of his police duties and responsibilities. If legal counsel is denied, then a written report will be submitted to the affected officer and the Association setting forth the specific reasons for such denial.



11. MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. Operation.

The Association recognizes the prerogatives and responsibilities of the Employer to operate and manage its affairs in all respects in accordance with its powers of authority and obligations to its Employees.

B. Overtime.

1. 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.

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

C. Discipline and Discharge.

The Employer reserves the right to discipline and discharge for just cause, and not arbitrarily or capriciously, and in conformance with the terms of this agreement and in due process, which shall include all rights to appeal contained in this agreement.

D. Retention of Rights.

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

E. Contracts.

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

F. Delegation.

No policies and procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the City and its officials by the Ann Arbor City Charter, State Law, or the Ann Arbor Ordinance Code.

G. Reclassification.

The Employer reserves the right to reclassify existing positions based on assignment duties and responsibilities; or make changes in assigned duties and responsibilities; provided, however, no Employee shall be assigned duties which are not customarily performed by persons in his respective job category.

12. NO STRIKE CLAUSE

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

13. CITY AND DEPARTMENTAL RULES

The City or the department may provide Personnel Rules for use in the City or in the department. These rules must be submitted by the Personnel Director if they are City rules and by the Chief if they are departmental rules, to the City Administrator and they shall become effective upon the City Administrator's approval. In any conflict between the City or departmental rules and this Agreement, this Agreement shall take precedence.

14. GRIEVANCE PROCEDURE.

A. Purpose.

The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances.



B. Informal Resolution.

The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision.

C. Timely Action.

Immediate supervisors, commanding officers, and reviewing officers shall consider promptly all grievances presented to them and, within the scope of their authority, take such timely action as is required.

D. Grievances Shall Be Processed According to the Following Procedure.

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 may discuss his complaint with his immediate supervisor, with or without the presence of his Steward as he chooses. 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 minutes in order to discuss the complaint with his shift Steward.

Step 2. If the Employee does not desire to discuss his complaint with his immediate supervisor or if the matter is not satisfactorily settled by such a discussion, 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 superior or commanding officer at platoon or division level in an attempt to resolve the grievance. This discussion shall be had within forty-eight (48) hours of receipt of the grievance by the Steward and a decision in writing must be rendered by the superior within three (3) calendar days after said decision with a copy of said decision 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, who shall convene the executive board of the Association to determine the validity and justification of the grievance 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 captain or Deputy Chief. 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 seventy-two (72) hours between the division captain or Deputy Chief, the Chief Steward, the Steward receiving the original grievance and the aggrieved member. A written decision shall be rendered by the Captain or Deputy Chief within seventy-two (72) hours of the meeting.

Step 4. If the grievance is not satisfactorily settled as a result of this meeting, the Chief Steward shall appeal such grievance to the Chief of Police. Upon notification to the Chief of the appeal, a meeting shall be had with the Chief, the Chief Steward, the Steward receiving the original grievance and the aggrieved member within seventy-two (72) hours, and a written decision shall be rendered by the Chief within five (5) calendar days of the meeting.

Step 5. If the grievance is not satisfactorily settled after meeting with the Chief of Police, the Employee or the Association shall have the right to appeal to the City Administrator. The representatives of the Association shall meet with the City Administrator and/or his designated representatives within ten (10) 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 answer shall be filed within seven (7) calendar days after the meeting. In lieu of filing an answer, the City Administrator, in his discretion, may submit the grievance to a mutually agreeable arbitrator. If the parties are unable to agree as to an arbitrator, the services of the American Arbitration Association



shall be used in making a selection. In such case, the decision of the arbitrator shall be binding on both parties.

Step 6. If an answer of the City Administrator is unsatisfactory to both the Association and the Employee, the grievance may be submitted to a mutually agreeable arbitrator. If the parties are unable to agree as to an arbitrator, the services of the American Arbitration Association shall be used in making a selection. The decision of the arbitrator shall be binding on both parties.

E. Cost of Arbitrator.

If a grievance is submitted to an arbitrator by the City Administrator under Step 5, the City shall pay the arbitrator's fee. If a grievance is submitted to an arbitrator by an Employee under Step 6, the City and the Association shall each pay one-half of the arbitrator's fee.

F. Power of Arbitrator.

An arbitrator shall have no power to add to, or to subtract from, or modify any of the terms of this Agreement, nor shall he substitute his discretion for that of the Employer or the 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.

G. Time Limitations.

All appeals under this Section must be made with seven (7) calendar days after the decision has been made and communicated to the Employee. If no appeal is taken within the time limit, the Employee and/or the Association shall be deemed to have accepted the decision. Conversely, if an answer in writing is not presented to the Association representative, where required, within the prescribed time limit, then the matter shall be deemed to be settled in the Association's favor.

H. Grievance Form.

The City and the Association shall agree on a grievance form. Once such agreement is reached, the form shall be prepared by the City and provided to the Association and Employees as requested. This form shall be used in filing a grievance. One copy of the form shall be the property of the Employee filing the grievance.

I. Individual Grievance.

Notwithstanding any other provisions herein, individual Employees may present their own grievances to the Employer and have them adjusted without the intervention of the Steward or Association officers; provided, however, that the Employer has given to the Steward or Association officers notice and an opportunity to be present at such adjustment. In no event shall any such adjustment be contrary to or inconsistent with the terms of any agreement between the Employer and the Association.

15. DISCHARGE AND DISCIPLINE

The following is the governing procedure for all discharge and discipline actions administered to members of this unit for alleged violations of Rules and Regulations, and General Orders.

A. Notice of Discharge and Discipline.

Notice shall be given to the Association by the Employer of any discipline or discharge within twenty-four (24) hours of the invocation of such discipline or discharge, except as specifically excepted herein.

B. Charges and Specifications.

All charges and specifications that are likely to result in such discipline or discharge shall be reduced to writing by the commanding officer who has knowledge of same within forty-eight (48) hours prior to commencing an investigative action and he shall furnish copies to the Steward, the member against whom the charges are brought, and any other police personnel involved, unless the Employee objects.

C. Specific Sections.

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

D. Statements.

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



Statements may be solicited from any parties involved if such statements are pertinent to any pending investigative action that may result in discipline or discharge of any member. These statements may be solicited by the Chief Steward or his designated representative at any reasonable time.

E. Representation.

The officer against whom charges are pending or have been made may be represented at any proceeding or hearing by a Steward and/or legal counsel of his own choosing and may appeal the findings or recommendations resulting from the proceeding or hearing to the Department's internal review board.

F. Investigation of Complaints.

A member will be notified in writing when a complaint has been filed against him and an investigation concerning that complaint has been undertaken. The notification will include the time, place, and nature of the alleged offense. The member may give a statement as to the complaint and shall be given further opportunity, if he desires, to state his position on any such complaint.

Upon notification of the complaint, a member shall not be required to make a statement until he has had a reasonable length of time to promptly consult with a Steward and/or legal counsel. The only exceptions to the above paragraph will be in cases where in the opinion of the Chief or the City Administrator secrecy is necessary due to a likelihood of criminal prosecution. Such complaint will be investigated promptly and thoroughly. Upon the completion of investigation, the member will be notified in writing of the disposition. A copy of that disposition will be placed in the member's personnel file.

G. Internal Review Board.

If an internal review board hearing is requested, such board will be convened not less than five (5) calendar days or more than seven (7) calendar days from the date of such request (unless waived by the officer against whom charges have been made.)

H. Past Infractions.

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

I. Verbal Reprimand.

The procedure as outlined above shall be applicable in all disciplinary proceedings except for verbal reprimands, which are exempt from the provisions of this Agreement, except that a verbal reprimand may not be put in writing and placed in any file.

J. Relieved of Duty.

In the event a member is relieved of duty, only his salary shall be discontinued until returned to duty, reassigned, inactivated, suspended, or fired. A member may be relieved of duty for only two (2) working days. If the department needs more time than the two (2) days to investigate, the department will inactivate the Employee. In the event a member is exonerated of the charges causing him to be relieved of duty, he shall be re-instated and compensated for all back wages and benefits lost due to his being relieved of duty.

K. Inactivation.

Inactivation means that a member may be taken off of active duty up to thirty days. Inactivation may be used by the department as a period for investigation or while waiting for a department review board. During this period, the member will remain on the payroll, and will retain all his departmental equipment with the exception of his revolver if it is needed in the investigation, in which case it will be replaced with another revolver until the investigation is complete. In no way shall inactivation be construed to be punishment for the Employee.

In the event inactivation lasts for longer than one week, the Chief shall indicate the status of the investigation weekly to the member in writing.

L. Suspension.

In the event a member is suspended, his salary shall be discontinued until returned to duty and shall turn in his departmental equipment. Suspension may only be used by the department for discipline or for awaiting criminal trial implementation and decision. In the event a member is exonerated of the charges causing the suspension, he shall be reinstated and compensated for all back wages and benefits lost due to the suspension.



M. Reassignment.

The Department may, at its discretion, reassign an officer instead of taking one of the actions described above until the investigation is complete.

N. Special Inactivation.

If any member shoots, while in the line of duty, another person either injuring or killing that person, that member will be inactivated for a period of three (3) working days except during periods of emergency.

O. Internal Review Board Composition.

The Internal Review Board shall be convened in accordance with departmental general order #69-24, A-6. The departmental general order shall not be changed or altered during the term of this Agreement without consultation and approval of the Association.

P. Appeal.

The accused may be represented before the Internal Review Board by a Steward and two persons of his choosing; and if he is not satisfied with the decision, he may appeal by filing a complaint in writing through the Chief Steward or his designated representative within seven (7) calendar days following notification of the decision of the Internal Review Board. The City Administrator will review the discharge or discipline and give his answer within seven (7) calendar days after receiving the complaint. If the decision is not satisfactory to the Employee and to the Association, the matter shall be referred to arbitration as set forth in the Grievance Procedure.

16. SENIORITY.

A. New permanent Employees hired in the unit shall be probationary Employees for evaluation purposes for six months commencing with their graduation from the Police Academy. If an Employee for any reason does not attend the Academy, his probationary period shall not exceed one year from his date of hire.

All Employees before their attending the Academy and during their attendance will have probationary status with the department.

Once the Employee's probationary period is completed, the Employee's seniority with the Employer and the Unit begins from his date of hire. This clause shall not be construed to interfere with the six month pay step increase Employees may receive, if any, <sup>nor</sup> other benefits, such as vacation leave, sick leave, and City Blue Cross payment, normally received after six months, but shall be considered a tentative evaluation and shall not be binding or reflect permanent status. However, it shall be the Department's prerogative to extend the probation period an additional six (6) months beyond the first six (6) month evaluation period which began at the completion of the Police Academy for evaluation purposes. The Employee shall be so notified of any extended probationary period.

B. Representation of Probationary Employees.

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 3 of this Agreement, except Employees discharged and disciplined for other than Association activity.

C. Seniority and Seniority Lists.

1. Seniority shall be based on the Employee's length of service as a sworn police officer of this department. This applies to all present and future Employees.
2. Seniority shall not be affected by the race, sex, marital status or dependents of the Employee.
3. The seniority list on the date of this Agreement will show the names, job titles, date of hire, length of service, and relative seniority of all Employees of the Department entitled to seniority.
4. The Employer will keep the seniority list up-to-date at all times and will provide the Association with up-to-date copies at least every six (6) months.

D. Loss of Seniority.

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

1. He quits or retires from City employment and is not rehired within one year. This is subject to Section 16C(1) of this Agreement. Providing that a person rehired will not be promoted for two years subsequent to the date of rehire.



2. He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

3. He is absent for five (5) consecutive working days without notifying the Employer. In proper cases, exceptions may be made with the consent of the Employer. After such absence, the Employer will send written notification to the Employee at his last known address that he has been terminated. If the disposition made of any such case is not satisfactory to the Employee, the matter may be referred to the grievance procedure.

4. If he does not return to work when recalled from lay-off as set forth in the recall procedure. In proper cases, exceptions shall be made with the consent of the Employer.

5. Failure to return from sick leave and leaves of absence will be treated the same as (3) above.

E. Seniority of Stewards.

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

F. Seniority of Officers.

Notwithstanding their position on the seniority list, the President, Vice-President, Secretary, Treasurer and Chief Steward of the Association shall, in the event of a layoff only, be continued at all times provided they can perform any of the work available. Officers shall be permanent Employees and shall have completed their probationary period.

G. Layoffs.

1. Permanent Employees.

The Employer may lay-off a permanent Employee when he deems it necessary, by reason of shortage of work or funds. The duties performed by any Employee laid off may be reassigned within reason to other Employees already working who hold positions in appropriate classes.

2. Order of Layoff.

Layoff of Employees shall be made by inverse order of their seniority.

3. Notice of Layoff.

The Chief shall give written notice to the Director of Personnel and to the Employees and Association on and proposed layoff. Such notice shall state the reasons therefore, and shall be submitted at least two weeks before the effective date thereof.

H. Recall Procedure.

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

17. TRANSFERS

A. Transfer of Employees.

If an Employee is transferred to a position under the Employer not included in the unit and is thereafter transferred again to a position within the unit, he shall have accumulated seniority while working that position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement, with the exception of the privilege of promotion. Concerning promotions, this transferred Employee is treated as a new Employee and must begin his "seniority" for promotions from date of transfer. The Employer may not transfer an Employee to another City department without the expressed consent of that Employee. If the Employee transfers back to the unit, the seniority will be based on Section 16 of this Agreement.

B. Vacancy or New Position.

In the event of a vacancy or a newly created position within the department, Employees in the same classification may transfer on the basis of seniority and qualifications. In such cases all vacancies and newly created positions shall be posted in a conspicuous place in the Police Department at least seven (7) calendar days prior to filling such vacancy or newly created position.



18. PAYMENT OF BACK PAY CLAIMS

If the Employer fails to give an Employee work to which his seniority and qualifications entitle him and such work does exist and a written notice of his claim is filed within thirty (30) days of the time the Employer first failed to give him such work, the Employee may file a grievance under the grievance procedure and, if successful in the grievance, the Employer will reimburse him for the earning he lost through failure to give him such work.

19. COMPUTATION OF BACK WAGES.

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

20. VETERANS

A. Reinstatement of Seniority Employees.

Any Employee who enters into active service in the Armed Forces of the United States, upon the termination of such service, shall be offered re-employment in his previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he will be offered such employment in line with his seniority as may be available which he is capable of doing at the current rate of pay for such work, provided he reports for work within ninety (90) days of the date of such discharge or ninety (90) days after hospitalization continuing after discharge.

B. Probationary Employees.

A probationary Employee who enters the Armed Forces and meets the foregoing requirements, must complete his probationary period, and upon completing it, will have seniority equal to the time he spent in the Armed Forces, plus six (6) months.

C. Leave of Absence for Veterans.

1. Employees who are re-instated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, may be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable Federal laws in effect on the date of this Agreement.

21. SICK LEAVE

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

A. Number of Days.

Each Employee of the Unit shall be entitled to sick leave of one (1) work day with pay for each completed month of service. Employees who render part-time services shall be entitled to sick leave for the time actually worked at the same rate as that granted full-time Employees.

B. Unused Sick Leave.

Unused sick leave may be accumulated up to a maximum of one hundred and twenty (120) days, except as provided in (c) below.

C. Additional Provisions.

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

1. An Employee who dies before retirement, or retires from the City service and is entered on the retirement or pension roll of the City shall, upon such death or retirement, be paid for his unused sick leave credit at the time of death or retirement up to the maximum of 120 days plus (if at 120 days) all of the unused sick leave days accumulated during the current calendar year.

2. At the end of each calendar year an Employee having less than one hundred and twenty (120) days accumulated sick leave, may elect to receive full payment in cash for one-third of the unused sick time accumulated during that calendar year. Such payment shall not be for less than one (1) day nor for more than four (4) days and if the Employee elects to receive a cash payment, he shall carry forward the remaining two-thirds of his unused sick days; for example, if an Employee has taken no sick days through the year and, therefore, has twelve (1) days accumulated, he may elect to receive four (4) days in cash and thereby carry forward eight (8) sick days. If an Employee chooses to elect this payment option, he must so notify the City Controller's Office between November 15 and December 1. If no notification is received, his entire unused sick leave will be carried forward. This payment shall be made by December 31st of each year.



3. An Employee who has accumulated the maximum of one hundred twenty (120) work days of sick leave credit shall, if he requests, be paid at the end of each subsequent calendar year of employment with the City for one-half of the unused sick leave credit earned in such year above the one hundred twenty (120) work days 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 an Employee wishes to accumulate all of the unused sick leave credit earned in such year, he may accumulate it, but it may be used for sickness only and will not be compensated for in any way upon death or retirement.

D. Legal Holidays, etc.

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

E. Contagious Diseases.

An Employee eligible for sick leave with pay may use such sick leave, upon approval of the division or unit commander, for absence due to exposure to contagious diseases which could be communicated to other Employees, and due to illness in Employee's immediate family, which is limited to husbands, wives, children, and parents.

F. Partial Days.

Sick leave absences for a part of a day shall be charged proportionally in an amount not smaller than one-half of their regular working day.

G. When an Employee finds it necessary to be absent for sickness, he should cause the facts to be reported to the Police Department one (1) hour before his regular starting time on the first working day of absence and shall regularly report, unless hospitalized or confined by a doctor, during each work day thereafter. Sick leave shall not be granted unless the report has been made. Employees reporting sick may be visited by some designated superior officer at the discretion of the division command for the purpose of rendering any assistance necessary for the welfare of the officer and his family.

H. Physician's Statement.

Where sick leave exceeds three (3) working days, a physician's statement may be required attesting to the Employee's ability to return to work.

I. Personal Leave Days.

An Employee may take up to two (2) personal leave days per year. These days will not be charged as sick leave days. Request for such personal leave must be made at least twenty-four (24) hours before the day requested. Granting of this leave is subject to the operational requirements of the Department, but shall in no case be denied to avoid creating overtime work.

J. Accumulated Sick Leave.

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

22. WORK SCHEDULE AND OVERTIME

A. Regular Schedule.

The regular work schedule shall consist of five (5) eight (8) hour days per week. It is recognized by the Association that scheduling work is a management right. It is recognized by the City 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.

B. Overtime.

Any time worked in excess of eight (8) hours a day and any time worked in excess of forty (40) regular pay hours a week shall be considered overtime. Employees shall be compensated for overtime by payment at time and one-half, which may be received in cash or in compensatory time off, as requested by the Employee. The Chief or his designate will be the determining authority on the necessity for overtime. If an Employee is required to work any part of the sixth and seventh day of his individual work week, he shall be compensated at his regular rate plus double time for the seventh day or portion thereof.



C. Call Backs.

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

D. Transfer of Compensatory Time.

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

E. Computation of Benefits.

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

F. Leave Days.

Leave days shall not be switched or rescheduled to avoid paying overtime.

G. Coffee Breaks.

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

H. Meals During Emergency Conditions.

The City is to provide well balanced meals during emergency conditions where members of the unit are working beyond their regular schedule or are confined.

I. For attendance at briefings or line up, each officer shall receive, for the first <sup>hours</sup> year of this two year agreement, a total of sixty-four (64) compensatory time credited to his compensatory time account upon ratification and approval of this Agreement. Effective July 1, 1973, for attendance at any briefing or lineup in excess of his regularly scheduled work day, each officer shall receive one-half hour compensatory time per day credited on a monthly basis.

J. By July 1, 1973, the City shall implement, on a one year trial basis and subject to negotiations with all unions involved, a four (4) day-ten (10) hour per day work shift. The City will negotiate with the Association as to its implementation and premium pay provisions. The present number of sick and vacation, leave days and holidays shall remain unchanged.

23. LEAVE OF ABSENCE.

A. Educational Benefit.

In keeping with the City's policy of encouraging the improvement and professionalism of its police personnel, the City shall provide to Employees the opportunity to take courses at an accredited college or university or community college of the Employee's choice by:

1. Arrangement of work schedule so that the Employee may attend as long as the Employee is available for two (2) of the five (5) shifts.
2. Paying for tuition and required textbooks for three (3) courses or ten (10) credit hours per semester or term, whichever is greater, hereinafter set forth.
3. Allowing the Employee to select courses that are advantageous to the Employee.

Courses shall be taken on the Employee's off duty time; provided, however, that courses may be taken during duty hours with the 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 time or accrued compensatory time.

The Employee shall advance the cost of all tuitions and required textbooks and shall be reimbursed by the City upon the satisfactory completion of each course.

Satisfactory completion shall require a "C" or better in undergraduate work or in professional schools where a "C" is deemed a satisfactory grade. and a "B" or better in graduate work. Evidence of satisfactory completion is required in those courses where grades are not awarded.



B. Personal Reasons.

The Chief may authorize an Employee to be absent without pay for personal reasons for a period or periods not to exceed ten (10) working days in any calendar year.

C. Special Leave.

The Chief, in consultation with the City Administrator, may authorize special leave of absence with or without pay for any period or periods for the following purposes:

1. Attendance at college, university or business school for the purpose of training in subjects related to work of the Employee and which will benefit the Employee and the City service.

2. Urgent personal business requiring Employee's attention for an extended period such as settling estates, liquidating a business, running for a public or Association elective position, and for purposes other than the above that are deemed beneficial to the City service.

D. Female Employees.

Permanent female Employees shall be allowed to take a six month leave of absence due to pregnancy. Such leave of absence shall be without pay, but shall not affect continuous service for the purpose or retirement. If at the end of six (6) months the Employee has not requested reinstatement her employment shall be terminated and her name placed on the eligible list for re-employment. Whenever an Employee shall become pregnant, she shall furnish her department and the department of personnel, within two (2) months of her pregnancy, a certificate from her physician indicating the approximate date of delivery and stating any restrictions on the nature of work she may be able to do and the length of time she may be able to work. With her physician's approval, she may be allowed to work until two months before the expected date of delivery.

E. Election to Position.

A permanent Employee who has been elected or appointed to a public or Association position will be granted a leave of absence without pay for a period not to exceed two (2) years.

F. Physical or Mental Illness.

If a permanent Employee is off for an extended period of time due to a physical or mental illness, the Employee will be granted, at his request, a leave of absence without pay not to exceed two (2) years.

G. Family Illness.

If a permanent Employee has prolonged illness in his immediate family, defined in this case to include only the spouse and children of the Employee, said Employee will, at the Employee's request, be granted a leave of absence without pay not to exceed one (1) year.

H. Leave for Association Business.

The City will allow officers who are elected officials of the AAPOA and the Police Officers Association of Michigan reasonable time off the job with pay to attend to business relating to their official functions. Such time off will be granted in the discretion of the Chief of Police upon written request received sufficiently in advance to permit proper evaluation and replacement consideration. Subject to sufficient advance request and subject to manpower needs of the department, such time off shall be approved if it concerns the following matters:

1. External Affairs (POAM)

- a. Monthly Board Meetings.
- b. Special Training Seminars
- c. Annual Conferences. (5 days will be allowed only 1 officer for the term of the contract.)
- d. Special Officer Maintenance Assignments of Short Duration.
- e. Annual POAM Delegates Meeting.

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 from 11:00 to 12:00 noon for Internal Association Affairs.

I. Funeral Leave.

Permanent Employees shall be allowed five (5) working days as funeral leave days in order to attend the funeral with pay not to be deducted from a sick leave for a death in the immediate family. Immediate family is to be defined



as follows: mother, father, sister, brother, wife or husband, son or daughter, mother-in-law, father-in-law, or a member of the Employee's household. Permanent Employees shall be allowed two (2) working days as funeral leave days in order to attend the funeral with pay not to be deducted from sick leave for a death of the Employee's or spouse's grandparent or grandchild.

#### 24. COMPENSATION FOR HOLIDAYS

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

- New Year's Day
- Lincoln's or Washington's Birthday
- Good Friday (1/2 Day)
- Employee's Birthday
- Memorial Day
- July 4th
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

In cases where Employees are assigned work schedules during such holidays, they shall receive their eight (8) hour holiday pay and shall be compensated at a rate of one and one-half times their regular pay rate for those hours worked. In cases where the Employee's birthday falls on another holiday, then the Employee shall be granted the following work day off. If an Employee elects to take his birthday off, he may, as an alternative, take a different day off during the Sunday through Saturday week in which his birthday falls.

In cases where an Employee's assigned leave day falls on a holiday, he shall receive twelve (12) hours of compensatory time. No Employee shall be required to take a holiday off if it is his regularly scheduled work day.

#### 25. WORKMEN'S COMPENSATION. On the Job Injury.

Each Employee will be covered by the applicable Workmen's Compensation laws and the Employer further agrees that an Employee being eligible for Workmen's Compensation may elect to use his accumulated sick time. If the Employee uses his accumulated sick time, he shall receive full salary and he may return his workmen's Compensation check to the City. The City, upon

receipt of the Workmen's Compensation check shall convert that amount into hours and days and shall deduct those hours and days from the Employee's sick leave charge. An Employee who elects not to utilize his accumulated sick time or who has no accumulated sick time, shall receive the Workmen's Compensation benefits as specified by law. An Employee injured on the job and eligible for Workmen's Compensation shall, in addition to Workmen's Compensation benefits, receive the difference between the Workmen's Compensation benefits and his City salary as of the date of injury (excluding overtime) commencing the first day on which he is unable to work following the date of injury and continuing until the 365th day following such injury. Thereafter, only the Workmen's Compensation benefits shall be paid and the additional benefits shall not be extended beyond the 365th day. During this period of time the Employer may, with the doctor's permission, require the Employee to perform such City work as said Employee may be able to do. During this period of time, said Employee's salary rate shall not be lower than the Employee's salary rate at the time of injury. Following the 365th day, the Employee's health and ability to perform work for the City shall be reviewed, If the Employee is able to return to his original position, he shall do so. If the Employee is not able to return to his position, but is able to perform work in another position or able to perform limited duty, he shall be offered that position of performing such limited duty and his pay shall be commensurate with the salary rate for that position.

26. VACATION LEAVE

A. Eligibility for Use.

Employees shall be allowed vacation leave with pay as listed below. An Employee shall not be allowed to take vacation until completion of his probationary period.

B. Length of Service.

Employees shall be entitled to the following annual vacation leave:

<u>Years of Continuous Service Completed</u>	<u>Working Days Vacation</u>
1-10 Years	15 Days
11-15 Years	18 Days
16 Years and Over	21 Days



C. Sickness or Injury.

Absence on account of sickness, injury or disability in excess of that hereinafter authorized for such purposes may, at the request of the Employee and within the discretion of the Chief, be charged against the Employee's vacation leave allowance.

D. Records.

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

E. Accrual of Vacation Leave.

Employees shall be encouraged to take yearly vacations and in no case shall an Employee be allowed to accrue, at any one time, more than twice the amount of annual vacation to which he is entitled. Accrual of vacation leave will be made monthly by adding 1/12 working vacation days as entitled by years of continuous service completed. If the amount of accrued vacation exceeds twice the amount of the annual vacation to which the person is entitled, it shall be permanently lost and the Employee shall not be allowed to receive compensation for this loss. An extension of this requirement may be granted, for a period not to exceed one (1) year, by the City Administrator

F. Separation from City Service.

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

G. Transfer of Leave.

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

H. Vacation Call Back.

In the event an Employee is called back to work from his scheduled vacation, contiguous leave, comp. or personal leave days, he will be compensated:

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

3. By paying him two times his regular pay rate for the hours worked.

I. Use of Vacation Leave.

The Employee may use his accrued vacation leave by splitting it, if desired by him, into not to exceed four or less parts. The parts (or separate vacations) need not be equal. The Employee may take all of his vacation leave at one time if he desires. The Employee need not use all accrued vacation leave during the year. An officer may sign up for a vacation beginning and ending on any day he so specifies only subject to the manpower requirements of the department. No minimum or maximum amount of vacation time used will be set. A list will be published by the department on or before October 1st of each year listing the officers, their seniority, and the amount of their accrued vacation time as of September 15th of that year. The vacation list will be initiated on or before November 15th of each year for the following calendar year. However, officers may sign up for additional vacations during the year if manpower is adequate. The manner in which the Employee may use his vacation time is limited only as follows:

December, January, February	-	One Vacation
March, April, May	-	One Vacation
June, July, August	-	One Vacation
September, October, November	-	One Vacation

27. PAY ADVANCE

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

28. BULLETIN BOARDS

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

1. Any notices pertaining to or affecting the Association membership which have been approved by the Chief Steward or his designate.



2. Miscellaneous items placed on the board by Employees, such as "for sale" notices.

29. TEMPORARY ASSIGNMENTS

Temporary assignments for the purpose of filling vacancies of Employees who are absent will be granted to the senior qualified Employee for such jobs. Such Employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

30. TRAINING ASSIGNMENTS.

Both the Employer and the Association recognize the value of on-the-job training. Such training is to be encouraged. Training assignments will be made on the basis of seniority, interest, and qualifications. During a training assignment, the Employee being trained will always be supervised by a qualified Employee or a qualified supervisor. Under such supervision, the Employee being trained will continue to receive his current rate of pay. In no case shall an Employee be assigned to an on-the-job training position for a total accumulated time of more than six (6) months. If he is assigned to a training position for more than six months, he shall be paid at the current rate of such position.

31. MOTOR VEHICLE ACCIDENT

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, it is mutually agreed that any discipline for a motor vehicle accident will be given within seven (7) calendar days of the accident.
- d. Any 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.

32. JURY DUTY

An Employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay.

33. SAFETY COMMITTEES

A. The Association shall have a representative of their own choosing on the City Safety Committee.

B. 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 programmed committee meetings or at other times as they deem necessary.

34. PROGRAM COMMITTEE

Both parties to this Agreement feel that increased communication between top department management and Employees is desirable. To that end, a Special Conference Committee is hereby established. The committee will be composed of the Chief of Police, Deputy Chief, Captains, four members of the Executive Board (to be chosen by the Chief Steward), and a representative from the City Administrator's office. The intent of the meetings is to create a communication process between the administrators and the Employees in order to discuss the policies and procedures of the department. In convening the committee, at least the Chief or Deputy Chief and one of the Captains will represent the Department's Administrators. The meetings will be routinely scheduled for 2:00 p.m. on the third Wednesday of July, September, November, January, March and May. In the event either the Association representatives or the administrators cannot meet at this time, they will contact the other party in writing three (3) days in advance and the meeting will be rescheduled for a later date not to exceed one week from the scheduled third Wednesday. This is not to preclude the opportunity of the Chief calling special meetings other than the routinely scheduled meetings to discuss relevant issues.

The recommendations of this Committee will be given strong consideration on matters of policy and procedure. It is understood by both parties that the final decision on all matters of departmental policies and procedures rests with the Chief.



35. INSURANCE

A. Hospitalization.

The Employer agrees to the following conditions regarding hospitalization insurance:

1. The hospitalization plan is the High Benefit Comprehensive, Blue Cross-Blue Shield, MVF I Plan. This plan provides for up to 365 days of hospitalization, and it includes the comprehensive Blue Shield Surgical Plan. In addition, a prescription drug deductible and master medical plan shall be added July 1, 1972. Effective July 1, 1973, the true cost of a "50% Delta Dental Plan" will be paid by the City. Basic Co-op Optical Plan at \$1.25 per Employee per month shall be added and paid for by the City effective July 1, 1973.

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.

B. Life Insurance Coverage.

1. The Employer agrees to pay the entire premium cost of \$5,000 of life insurance on all permanent Employees who have completed their probationary period. The Employer further agrees to pay the entire cost of \$2,000 of life insurance for retiring Employees, Employees who have completed fifteen (15) or more years with the City and are retiring on a City pension.

2. Eligible Employees will be permitted to take additional insurance 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:

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

Cost of this coverage shall be \$1.00 per month and the premium shall be paid entirely by the Employee.

36. UNIFORM ALLOWANCE

Employees shall receive \$250 per year for an initial uniform allowance and \$250 per year for uniform maintenance, to be paid as follows: \$250 on July 1 and \$250 on January 1 of each year.

37. EQUIPMENT MAINTENANCE

On or before August 1 of each year, Employees shall receive \$150 as an equipment maintenance allowance to cover the maintenance expenses of both on and off duty equipment.

38. UNIFORM BOARD

The Employer agrees to recognize as a permanent advisory board, the Uniform Board. The Board will be composed of two (2) representatives from each of the three 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 the type, style, and wearing of the Police uniform. The Police Department will consult with the Uniform Board prior to making any changes in the type, style, and wearing of the Police uniform except during emergencies. Meetings of this committee will be scheduled as the need arises, based on requests on proposed changes by the committee members or at the request of the department. It is understood by both parties of this Agreement that this Board is advisory only and the final decision in all cases rests with the Police Chief.

39. ASSOCIATION NEGOTIATING COMMITTEE

The bargaining committee of the Association will include not more than six (6) Association members. It may also include non-Employee 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) non-Employee 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.

Employee members of the bargaining committee will be paid by the City for time spent, during their normal working day, in negotiations with the City, but only for the straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the regular work schedule hours which otherwise would have been worked by the committeeman.

#### 40. PERSONAL APPEARANCE

Employees shall be neat in appearance while on duty. However, the Employer shall not prohibit the Employees from wearing neatly trimmed moustaches, and/or sideburns, and/or hair in conformance with G.O. No. 72-32 dated June 1, 1972 (Distribution A).

#### 41. POLICE VEHICLES

All marked police vehicles purchased by the City and used for patrol will have full police package and no more than \$10,000 miles. No vehicle will be used for patrol that has been driven over 40,000 miles.

#### 42. DEPUTIZATION OF EMPLOYEES

An Employee will not be prohibited from being deputized by the Sheriff in Washtenaw County.

#### 43. APPENDICES AND ADOPTION BY REFERENCE

##### A. Pensions.

The Pension Ordinance as adopted by the City Council on July 1, 1968, is herewith incorporated and made a part of this Agreement.

##### B. Salaries and Rates.

The salary and rate schedule as set forth herein is incorporated and made a part of this Agreement.

<u>Starting Step 1</u>	<u>Beginning Second Year Step 2</u>	<u>Third Year Step 3</u>	<u>Fourth Year Step 4</u>	<u>Fifth Year Step 5</u>
\$10,129	\$11,419	\$11,752	\$12,105	\$12,833

An Employee moves within the pay plan upon satisfactory service and recommendation of the Chief. Effective July 1, 1973, all base rates will be increased by five (5) percent.

C. Educational Premium.

Any Employee with a Bachelor's degree or higher degree shall receive a three (3) percent educational premium.

D. Technicians

The following assignment shall be classified as technicians and be compensated at following rate:

- 6% - High School Officer
- 3% - Planning and Research  
Communication  
Training  
Police-Community Relations  
U.M. Liaison Officer  
Traffic and Property (If so recommended by  
the Chief)

It is recognized that the above rates are being paid for a specialization and do not constitute a re-classification or new classification for any purpose, including time in grade. There is only one classification: patrolman.

E. Longevity.

The following dollar amounts and number of years worked will be the schedule in which Employees of the City will be paid for their years of service:

After 5 years of service:	\$300.00
After 10 years of service:	\$600.00
After 15 years of service:	\$900.00
After 20 years of service:	\$1,200.00
After 25 years of service:	\$1,500.00

The above cash payment, where applicable, will be paid the the Employee on December 15th of each calendar year, if she or he has completed the years of service as required in the table by December 1st.



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

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

F. This Agreement shall supersede any rules and regulations inconsistent herewith. Insofar as any provisions of this Agreement shall conflict with any ordinance or resolution of the City, appropriate City amendatory or other action shall be taken to render such ordinance or resolution compatible with this Agreement.

#### 44. TERMINATION AND MODIFICATION

Section 1. This Agreement shall be in full force and effect from its execution to and including June 30, 1974, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other as set forth in Section 3 below.

Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve, by following the procedure as set forth in Section 3, notice upon the other advising that such party desires to continue this Agreement, but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

Section 3. This Agreement, except as modified in Section 1 and 2 above, expires on June 30, 1974. If either party does not wish to continue this contract in full force and effect from year to year thereafter, the following procedure shall be followed by the negotiation of a new contract or change. Submission of Union (or City) demands - January 1, 1974. Submission of City's (or Union's) answer - February 1, 1974. Negotiations to begin by February 12, 1974. Desired conclusion of negotiations - April 1, 1974.

Section 4. After this contract expires, during negotiations and/or arbitration, all provisions of this contract, including step and longevity increases, shall remain in full force and effect.

Section 5. In the event of war, declaration of emergency, or imposition of civilian controls during the life of this contract, either party may reopen the same upon sixty (60) days written notice and request re-negotiation of matters dealing with wages and hours. Upon the failure of the parties to agree in such negotiations, either party shall be permitted all LAWFUL economic recourse to support their request for revisions. If governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval.

The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law so as to permit economic action at the expiration thereof.

45. EFFECTIVE DATE.

This Agreement shall become effective July 1, 1972.

46. SEPARABILITY AND SAVINGS CLAUSE.

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

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union or the Employer for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.


It is agreed that the provisions of this section shall not apply to inadvertent or good faith errors made by the Chief or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error.

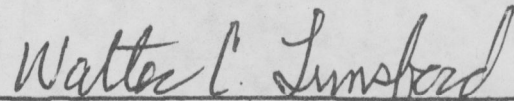


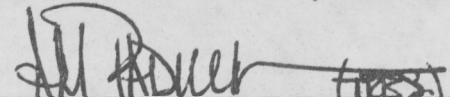
THIS AGREEMENT, shall supersede any rules and regulations inconsistent herewith. Insofar as any provisions of this Agreement shall conflict with any ordinance or resolution of the City, appropriate City amendatory or other action shall be taken to render such ordinance or resolution compatible with this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

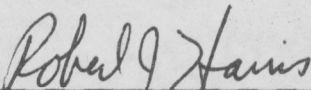
ANN ARBOR POLICE OFFICERS ASSOCIATION, INC.

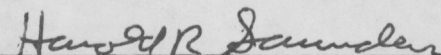
  
Its Association President

  
Its Association Committee

  
Its Association Committee

CITY OF ANN ARBOR

  
Robert J. Harris, Mayor

  
Harold R. Saunders, City Clerk

LETTER OF UNDERSTANDING CONCERNING TWO-MAN PATROL

The City agrees that insofar as manpower allows, during the hours of darkness, all Ann Arbor Police "marked patrol" units shall be manned by two officers. In no instance shall any officer be required to ride alone during the hours of darkness as any form of discipline or for any other purpose other than shortage of manpower.

AAPOA

*[Signature]*  
Walter C. Lunsford

Dated: 1-30-73

CITY OF ANN ARBOR

*[Signature]*  
G. L. Larcen  
Walter Lunsford

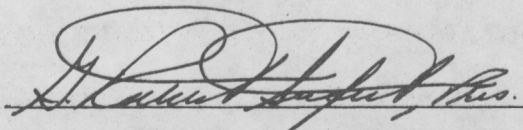


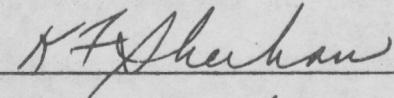
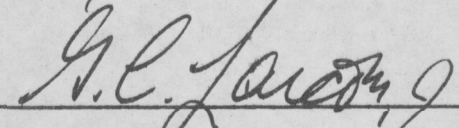
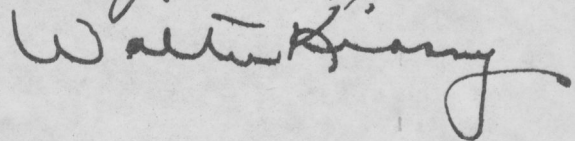
LETTER OF UNDERSTANDING WITH RESPECT  
TO SHIFT CHANGES/LEAVE DAY PROGRESSION.

It is agreed by both parties to this Agreement that, where applicable, monthly shift change and the leave days assigned any member shall advance in an orderly progression. As an example, an employee working 11 p.m. to 7 a.m. with Tuesday and Wednesday as scheduled leave days during the course of one month would progress to the 3 p.m. to 11 p.m. shift with Wednesday and Thursday as scheduled leave days, the following except where otherwise provided in the Agreement or when mutually agreed upon by employer and employee.

AAPOA

CITY OF ANN ARBOR

  
\_\_\_\_\_  
Walter C. Lunsford

  
\_\_\_\_\_  
  
\_\_\_\_\_  


Dated: 1-30-73

LETTER OF INTENT TO ESTABLISH  
THE POSITION OF SENIOR PATROLMAN

The Ann Arbor Patrolman who has served meritoriously over a period of years is deserving of special recognition.

The City of Ann Arbor shall provide such recognition by creating a position of "Senior Patrolman" within a reasonable period of the commencement of this Agreement. The form of recognition in terms of distinctive insignia, status, qualifications, selection procedures, and any additional privileges or duties shall be mutually established and agreed upon by the Association and the City of Ann Arbor.

AAPOA

CITY OF ANN ARBOR

*J. Robert Simpson, Pres.*

Walter C. Lumsford

*K. F. Shuckman*

*G. C. Larcum, Jr.*

*Walter Lumsford*

Dated: 1-30-73

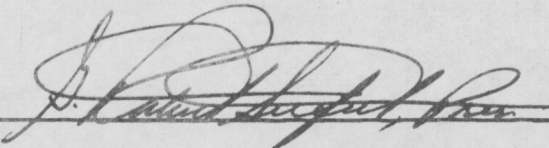


LETTER OF UNDERSTANDING WITH  
RESPECT TO SENIORITY

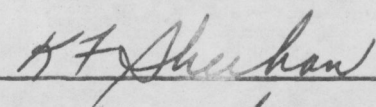
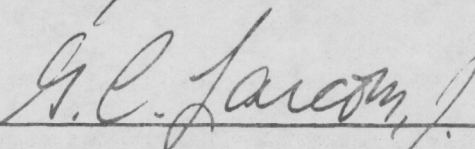
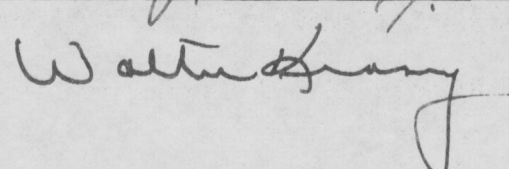
It is agreed by both Parties to this Agreement that seniority shall be the deciding factor only when interest and qualifications are equal among applicants for positions or appointments provided herein.

AAPOA

CITY OF ANN ARBOR

  
\_\_\_\_\_  
Walter C. Lunsford  
\_\_\_\_\_

Dated: 1-30-73

  
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LETTER OF UNDERSTANDING CONCERNING  
DISCIPLINE AND DISCHARGE

The City agrees that within a reasonable period of the Commencement of this Agreement a review of the present Discipline and Discharge provision (Chapter 15) will be conducted to implement revisions mutually agreed upon by the Association and the City of Ann Arbor.

The City further agrees that any revision in the present Departmental Rules and Regulations shall be discussed with the Association prior to implementation.

AAPOA

*J. Robert Hughes, Pres.*

Walter C. Lumsford

Dated: 1-30-73

CITY OF ANN ARBOR

*K. F. Shuman*

*G. L. Larson, Jr.*  
*Walter Shuman*



LETTER OF UNDERSTANDING CONCERNING  
RETROACTIVE RATES

Officers receiving \$12,947.00 will remain at that rate for the first year of this two-year agreement.

All officers receiving \$12,693.00, \$12,444.00, \$12,200.00, and officers at \$11,200.00 (with July anniversary dates) will receive a base rate of \$12,833.00 effective July 1, 1972.

All officers with a January 1 anniversary date who were receiving \$11,200.00 on July 1, 1972 will be moved to \$12,833.00 effective January 1, 1973, but will be paid retroactively for the period 7-1-72 to 1-1-73 at a base rate of \$12,105.00.

All officers at \$10,500.00 with July 1 anniversary dates will be moved to \$11,752.00 effective July 1, 1972.

All officers with January 1 anniversary dates receiving \$10,500.00 will be moved to \$11,752.00 effective January 1, 1973, but paid retroactively for the period 7-1-72 to 1-1-73 at a base rate of \$11,419.00.

The officer receiving \$9,800.00 (date of hire: 8-2-71) will be moved to \$11,419.00 effective 7-1-72.

The officer receiving \$9,800.00 (date of hire: 2-1-72) will be moved to \$11,419.00 effective 1-1-73, but paid retroactively for the period 7-1-72 to 1-1-73 at a base rate of \$10,129.00.

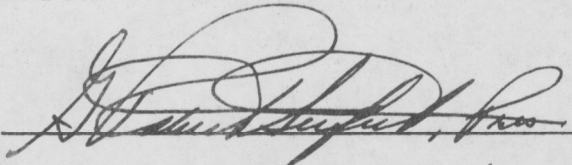
All officers at \$9,800.00 with July 1972 dates of hire will be moved to \$10,129.00 retroactive to their date of hire.

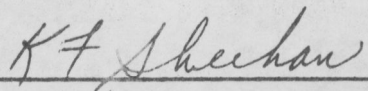
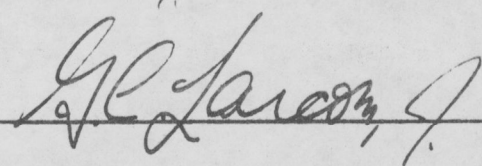
Plus rates are added to base rates and included therein for purposes of computing overtime or premium pay.

Retroactive benefits including adjusted wages, overtime (at time and one-half), longevity, plus rates, and uniform allowance are retroactive to July 1, 1972 and payable within a reasonable period of the ratification and approval of this agreement. Negotiations with respect to Detective rates shall be reopened if MERC rules that the Association is the appropriate bargaining unit for Detectives, and the present arbitration panel retains jurisdiction.

AAPOA

CITY OF ANN ARBOR

  
\_\_\_\_\_  
Walter C. Lunsford

  
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\_\_\_\_\_

Dated: 1-30-73



FEB 26 1976

*Assiff*