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AGREEMENT
 BETWEEN
 THE CITY OF ANN ARBOR
 AND
 LOCAL UNION NO. 214
 AFFILIATED WITH THE
 INTERNATIONAL BROTHERHOOD OF TEAMSTERS
 CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA
 FOR THE UNIT OF
 OFFICE CLERICAL EMPLOYEES
 IN THE POLICE DEPARTMENT
 COMMENCING JULY 1, 1972
 AND
 CONCLUDING JUNE 30, ~~1973~~

(see page 34)

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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

THIS AGREEMENT, made and entered into this _____
day of _____ A.D., 1973, by and between the
City of Ann Arbor, a Michigan Municipal Corporation, party
of the first part, and hereinafter termed the Employer, and
Local Union No. 214, affiliated with the International
Brotherhood of Teamsters, Chauffeurs, Warehousemen and
Helpers of America located at 2741 Trumbull Avenue, Detroit,
Michigan, party of the second part, hereinafter called the
Union for the unit of Office Clerical Employees in the
Police Unit.

1. PURPOSE AND INTENT.

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.

The parties recognize that the interest of the community and the job security of the Employees depend upon the Employer's success in establishing proper services to the community.

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

2. RECOGNITION.

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer does hereby recognize Local 214, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and helpers of American A.L.A., as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the unit of Office Clerical Employees in the Ann Arbor Police Department.

3. DISCRIMINATION.

No persons employed by the City nor applicants for City employment shall be discriminated against because of race, creed, color 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 Union shall be open to every Employee covered by this contract on a non-discriminatory basis.

4. AID TO OTHER ORGANIZATIONS.

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

5. UNION SECURITY.

(a) Maintenance of Membership.

Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time shall be required to continue membership in the Union for the duration of this Agreement. Employees covered by this Agreement who become members of the Union during the life of this Agreement shall be required to continue membership in the Union 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.

(b) Termination Penalty for Delinquency in Paying Dues.

Paying Dues.

Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues or service charge.

No Employee shall be terminated under Section (b) of this article unless:

(1) The Union first has notified the Employee by registered letter, explaining that he is delinquent in not tendering periodic and uniformly required Union dues and specifying the sixty (60) day delinquency, and warning him that unless such dues or service charge is tendered within thirty (3) calendar days, he will be reported to the City for termination as provided in this Article, and

(2) The Union has furnished the City with written proof that the procedure of Section b(1) of this Article has been followed or has supplied the City with a copy of the letter sent to the Employee and notice that he has not complied with the request. The Union must specify further, when requesting the City to terminate the Employee, the following by written notice: "The Union certifies that (Name) has failed to tender either the periodic and uniformly required Union dues or service charge required as a condition of employment under the collective bargaining agreement and that under the terms of the Agreement, the City shall terminate the Employee."

(c) The Union shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability arising out of this section, or Section 6.

6. UNION DUES, INITIATION FEES OR SERVICE CHARGED.

(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 or service charge, hereinafter set forth, The Employer agrees to deduct a uniform amount as Union membership dues or service charge levied in accordance with the Constitution and By-laws of the Union from the pay of each Employee who executes or has executed the following Authorization for Payroll Deduction Form. New members to the clerical, communications and Limited Duty units will be permitted to have deducted monthly an equal amount as possible of the sum of fifty (\$50) dollars for initiation fees during the six (6) months probationary period so that the sum of fifty-nine (\$59) dollars due to the Union on the seventh month of employment will not be required to be paid in one lump payment from the seventh month pay.

International Brotherhood of Teamsters, Chauffeurs, Warehousemen
and Helpers, Local 214

2741 Trumbull Avenue

Woodward 1-0068

CHECK-OFF AUTHORIZATION AND ASSIGNMENT

PRINT NAME	DATE OF BIRTH
HOME ADDRESS	CITY
WHERE EMPLOYED	DATE EMPLOYED

UNION COPY

I, the undersigned member of Local 214, of the I.B. and T.C.W. & H. of A. hereby authorize my employer to deduct from my wages and to pay to Local No. 214 and/or its authorized representative, initiation fees and membership dues, in such amounts as may be established from time to time and in accordance with the agreement between such Local Union and my employer.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Company, or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless I give written notice to the Company and the Union at least 60 days and not more than 75 days before any periodic renewal date of this authorization and assignment of my desire to revoke the same.

I do hereby certify that previous deductions from my wages for Union initiation fees and dues were made with my knowledge and consent; and I do hereby ratify, authorize, and assign to the Union, all of such deductions as of the time they were made.

Social Sec. No. _____



Date _____ Signature _____

(b) When Deductions Begin.

Check-off deductions under a properly executed Authorization for Check-off of dues or Service Charge 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. The pay periods shall be bi-weekly.

(c) Remittance of Dues to Financial Officer.

Deductions for any calendar month shall be remitted to the designated financial officer of the local Union with:
(1) a list for whom membership dues have been deducted, and
(2) a list for whom service charges have been deducted by the tenth (10th) day of the month following the pay day that the dues and charges were deducted.

(d) Disputes Concerning Membership.

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

7. STEWARDS.

The Employer recognizes the right of the Union to designate a Steward and an alternate from the unit. Once a Steward and an alternate are selected, their names will be submitted to the Police Chief, to the Personnel Department and to the City's Labor Relations unit for their information.

The authority of the Steward and alternate so designated by the Union shall be limited to and shall not exceed the following duties:

(a) The investigation and presentation of grievances in accordance with the provisions of the Grievance Procedure.

(b) The transmission of such messages and information which shall originate with, and are authorized by, the local Union or its officers, provided, such messages and information:

- (1) have been reduced to writing, or,
- (2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the work of the Police Department.

(c) The Steward shall be permitted reasonable time to investigate, present and process grievances on the premises of the Police Department without loss of time or pay during his regular working hours. Such time spent in handling a grievance during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward.

8. UNION RIGHTS.

(a) Discussion of Union Business.

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

(b) Bulletins and Orders.

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

(c) Special Conference.

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

(d) Equality of Treatment.

It is agreed by the Employer and the Union that the City is obligated, legally and morally, to provide equality of opportunity, consideration and treatment of all members of the Union 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.

9. MANAGEMENT RIGHTS AND RESPONSIBILITIES.

(a) Operation.

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

(b) Overtime.

The Employer has the right to schedule overtime work as required in a manner most advantageous to the Department and consistent with the requirements of municipal employment and the public safety.

(c) Work Schedule.

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

(d) Discipline and Discharge.

The Employer reserves the right to discipline and discharge for just cause.

(e) Retention of Right.

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

(f) Contracts.

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

(g) Delegation.

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

(h) 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 classification. It is agreed that such reclassification shall not be arbitrary or capricious.

(i) If other sections expressly abridge this section, the other sections shall govern.

10. PROVISION FOR LEGAL COUNSEL.

The Employer shall provide to the Employee, such legal assistance as shall be required or needed as a result of the acts occurring when and while said Employee is in the performance of his police duties and responsibilities. This shall apply only to civil suits and "post cost" criminal prosecutions. Unless there is a conflict of interest, the City Attorney's Office must be used.

11. NO STRIKE CLAUSE

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

12. CITY AND DEPARTMENTAL RULES

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

13. GRIEVANCE PROCEDURE

(a) Purpose.

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

(b) 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 has a grievance may discuss his complaint with his immediate supervisor, with or without the presence of his Steward. The parties shall discuss the complaint in a fair manner and shall make every effort to reach a satisfactory settlement at this point. The supervisor shall make arrangements for the Employee to be off his job for a reasonable period of time in order to discuss the complaint with his Steward.
- Step 2. If the 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 five (5) 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) normal work days after said discussion with a copy of said decision going to the Employee and the Steward.
- Step 3. If the grievance is not satisfactorily settled as a result of this meeting the Steward shall appeal such grievance to the Deputy Chief of Police. A meeting shall be had with the Deputy Chief, the Steward receiving the original grievance and the aggrieved member within seventy-two (72) hours and a written decision shall be rendered by the Deputy Chief within five (5) normal work days of the meeting.
- Step 4. If the grievance is not satisfactorily settled as a result of this meeting, the Steward shall appeal such grievance to the Chief of Police. A meeting shall be had with the Chief, the Steward receiving the original grievance and the aggrieved member within seventy-two (72) hours and a written decision shall be rendered by the Chief within five (5) normal work days of the meeting.

Step 5. If the grievance is not satisfactorily settled after meeting with the Chief of Police, the Employee or the Union shall have the right to appeal to the City Administrator. The representative of the Union shall meet with the City Administrator and/or his designated representative within eight (8) work days of the presentation of the appeal. The City Administrator's answer shall be filed within five (5) normal work 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 Union and the Employee, the grievance may be submitted to a mutually agreeable arbitrator. If the parties are unable to agree as to an arbitrator within thirty (30) days, the services of the American Arbitration Association shall be used in making a selection. The decision of the arbitrator shall be binding on both parties.

(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 Union 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 Union where such discretion has been retained by the Employer or the Union, nor shall he exercise any responsibility or function of the Employer or the Union.

(g) Time Limitations.

All appeals under this Section must be made within five (5) working 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 Union shall be deemed to have accepted the decision. Conversely, if an answer in writing is not presented to the Union representative, where required, within the prescribed time limit, then the matter shall be deemed to be settled in the Union's favor.

(h) Grievance Form.

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

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

14. DISCHARGE AND DISCIPLINE.

(a) Notice of Discharge or Discipline.

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

(b) Charges and Specifications.

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

(c) Power of Discharge and Discipline.

As set forth in Chapter 5 of the Ann Arbor Charter, the City Administrator has the duty to direct, supervise and coordinate the work of the Police Department and the Chief of Police, who is directly responsible to the City Administrator, is in immediate charge of the Police Department. In accordance with these provisions, the members of this bargaining unit shall only be bound by the disciplinary actions of the City Administrator, Police Chief and his subordinates.

(d) Specific Sections.

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

(e) Statements.

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

(f) Representation.

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

(g) Past Infractions.

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

(h) Verbal Reprimand.

The procedure as outlined above shall be applicable in all disciplinary proceedings except for verbal reprimands, which are exempt from the provisions of this Agreement.

(i) Relieved, Pending Investigation.

In the event a member is relieved of duty pending an investigation, he shall continue on the payroll until returned to duty, suspended or given disciplinary action.

(j) Suspension, Pending Investigation.

In the event a member is suspended pending investigations, for any reason, as a result of the investigation he is exonerated of the charges causing the suspension, he shall be compensated for all back wages lost due to the suspension.

15. SENIORITY.

(a) Representation of Employees.

The Union shall represent all permanent Employees and Employees on probation for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement.

(b) Seniority and Seniority Lists.

(1) Seniority shall be based on the Employee's length of service in the Department.

(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, length of service in the Department of all applicable Employees of the Department entitled to seniority.

(4) The Employer will keep the seniority list up-to-date at all times and will provide the Union with up-to-date copies at least every six (6) months.

(5) For purposes of vacation preference or shift preference, unit seniority shall govern.

(c) Loss of Seniority.

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

(1) He quits City employment.

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

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

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

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

(6) He retires.

(d) Seniority of Steward.

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

(e) Layoffs.

(1) Permanent Employees.

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

(2) Order of Layoff.

Layoff of Employees shall be made by inverse order of their seniority within a position classification. Further, bumping is allowed to any position classification where the Employee has seniority.

(3) Notice of Layoff.

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

(f) 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 the last known address by registered mail or certified mail. If an Employee fails to report for work within ten (10) days from date of mailing of notice of recall, he shall be considered to have quit.

16. TRANSFERS.

(a) Transfer of Employees.

If an Employee is transferred to a position under the Employer not included in the Department and is thereafter transferred again to a position within the Department, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances, shall retain all rights accrued for the purpose of any benefits provided for in this Agreement, with the exception of the privilege of promotion. Concerning promotions, this transferred Employee is treated as a new Employee and must begin his "seniority" for promotions from date of transfer, unless his absence was for less than one (1) year and in that event no seniority would be lost except for the actual period of absence.

(b) Vacancy or New Position.

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

Members of this unit will be given preference for transfer or promotion. If they are denied either, the promotion or transfer, the reasons will be given to them in writing, if so requested. In filling vacancies, the Department may consult with the Union to determine who should get the job. It is understood that if no one volunteers, the Department has the right to order the lease senior Employee to take the job.

17. PAYMENT OF BACK PAY CLAIMS.

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

18. 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.

19. 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, however, that 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 reinstated 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.

(2) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the City when they are on full-time active duty in the Reserve and National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the normal limit, except the Employer may extend this limit in proper cases.

20. 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 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 (12) 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 determining the seriousness of the officer's illness and 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.

(j) Accumulated Sick Leave.

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

21. WORK SCHEDULE AND OVERTIME.

(a) Regular Schedule.

The regular work schedule shall consist of five (5) consecutive eight (8) hour days per week, Monday through Friday. It is recognized by the Union that scheduling work is a management right. It is recognized by the City that such scheduling must not be arbitrary nor capricious. A change in the work schedule will be subject to the provisions of Section 9(c). If a new permanent shift is established by the Employer, the Union will be notified prior to implementation and it shall be filed on the basis of seniority, provided if no Employee volunteers the Employer retains the right to assign the least senior qualified Employee.

(b) Overtime.

Any time worked in excess of eight (8) hours in a twenty-four (24) hour period and any time worked in excess of forty (40) 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.

(c) Call Backs.

If an Employee is called back to work on any other shift, he shall be compensated for a minimum of two (2) hours overtime unless such call back shall extend past two (2) 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.

(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) Call Backs.

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

(g) Coffee Breaks.

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

(h) Lunch shall consist of one (1) hour without pay.

22. 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 three (3) shifts.

(2) Paying for tuition and required textbooks for three (3) courses per semester or term, as hereinafter set forth.

(3) Allowing the Employee to select courses that are both advantageous to the City and 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 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 Union 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 (6) month leave of absence due to pregnancy. Such leave of absence shall be without pay, but shall not affect continuous service. 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 and a certificate she may be allowed to work until the expected date of delivery.

(e) Election to Position.

A permanent Employee who has been elected or appointed to a public or Union position will be granted a leave of absence without pay for a period not to exceed two (2) years, which would not interfere with the efficient operation of the Department.

(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 Union Business.

Two members of the Union selected to attend a function of the Union, such as conventions or educational conferences, shall be allowed, subject to the prior approval of the Chief, time off with pay to attend such conference and/or convention.

(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 his grandparent or his spouse's grandparent.

23. 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)
Memorial Day
July 4th
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employee's Birthday

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 Employees' assigned leave day falls on a holiday, he shall receive twelve (12) hours of compensatory time.

24. 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 or performing such limited duty and his pay shall be commensurate with the salary rate for that position.

25. VACATION LEAVE.

Vacation shall be accrued and granted as follows:

- (a) Rate of Accumulation.

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

(b) Length of Service.

Employees shall be entitled to the following annual vacation leave:

<u>Years of Continuous Service Completed</u>	<u>Working Days Vacation</u>
0-10 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 with the written request of the Employees. The official records for vacation and sick leave are in the Controller's Office.

(e) Accrual of Vacation Leave.

Employees shall be encouraged to take yearly vacations and in no case shall an Employee be allowed to accrue, at any one time, more than twice the amount of annual vacation to which he is entitled. If the amount of accrued vacation exceeds twice the amount of the annual accrued vacation to which the person is entitled, it shall be permanently lost and the Employee shall not be allowed to receive compensation for this loss. This restriction shall not apply if the Employee was denied an opportunity to take vacation leave because of an emergency or work assignment at the end of the calendar year. In that case, the Employee shall not lose the excess vacation leave, but shall be paid for it. An extension of this requirement may be granted, for a period not to exceed one (1) year, by the City Administrator.

(f) Separation From City Service.

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

(g) Transfer of Leave.

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

(h) Vacation Call Back.

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

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

26. 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.

27. BULLETIN BOARDS

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

- a. Notices of recreational and social events.
- b. Notices of elections.
- c. Notices of results of elections.
- d. Notices of meetings.
- e. Miscellaneous items placed on the board by Employees, such as "for sale" notices.

28. 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 job. Such Employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy. The Chief shall designate when a vacancy exists and it shall not include filling in for members on routine vacations, sick or leave days.

29. TRAINING ASSIGNMENTS

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

30. JURY DUTY.

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

31. SAFETY COMMITTEE

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

32. 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, MFF Plan. This plan provides for up to 365 days of hospitalization and it includes the comprehensive Blue Shield Surgical Plan. Further, it shall include a prescription drug deductible provision.

(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 \$5,000 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 according to the following schedule, with the City paying one-half of the true cost of the insurance and the Employee paying one-half of the true cost. Additional insurance is as indicated in the following schedule:

Additional Insurance

<u>Salary</u>	<u>Insurance</u>
\$ 5,000 to 7,000	\$ 8,000
7,000 to 9,000	10,000
9,000 to 11,000	12,000
11,000 to 13,000	14,000
13,000 to 15,000	16,000
15,000 and over	18,000

(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.

33. PAY PERIOD

All Employees covered by this Agreement shall be paid in full bi-weekly. Not more than seven (7) days shall be held from a regular Employee. Each Employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose, upon request of individual Employees or Union representatives.

34. CREDIT UNION

The Employer agrees to deduct from each Employee, who so authorizes it in writing, a specified sum each and every payroll and to pay this sum to the Teamsters Credit Union of Wayne and Oakland Counties, not less frequently than monthly. The Employee may revoke at any time this authorization and assignment by filing with the Employer and the Credit Union, a statement in writing that he does not wish the Employer to continue making such deductions, provided that such revocation shall not be effective for ten (10) days from the date it is received by both the Employer and the Credit Union.

35. BONDS

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

The primary obligation to procure the bond shall be on the Employer. If the Employer cannot arrange for a bond within ninety (90) days, he must so notify the Employee in writing. Failure to so notify shall relieve the Employee of the bonding requirement. If proper notice is given, the Employee shall be allowed thirty (30) days from the date of such notice to make his own bonding arrangements; standard premiums only on said bond to be paid by the Employer. A standard premium shall be that premium paid by the Employer for bonds applicable to all other of its Employees in similar classifications.

If there is any excess premium to be paid, it shall be paid by the Employee. Cancellation of a bond after once issued shall not be cause for discharge unless the bond is cancelled for cause which occurs during working hours, or due to the Employee having given a fraudulent statement in obtaining said bond.

36. PAID FOR TIME.

All Employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimum. Time shall be computed from the time that the Employee is ordered to report for work and registers in until the time he is effectively released from duty.

37. SALARIES AND RATES.

(a) Rates of Pay.

	<u>Range</u>						
Clerk Typist II	8	\$ 7,300.80	\$ 7,529.60	\$ 7,758.40	\$ 7,987.20	\$ 8,236.80	\$ 8,486.40
Clerk Steno II	9	\$ 7,529.60	\$ 7,758.40	\$ 7,987.20	\$ 8,236.80	\$ 8,486.40	\$ 8,736.00
Clerk Typist III	12	\$ 8,236.80	\$ 8,486.40	\$ 8,736.00	\$ 9,006.40	\$ 9,276.80	\$ 9,547.20
Acc. Clerk II	14	\$ 8,736.00	\$ 9,006.40	\$ 9,276.80	\$ 9,547.20	\$ 9,838.40	\$10,129.60
Radiological Defense Officer	14	\$ 8,736.00	\$ 9,006.40	\$ 9,276.80	\$ 9,547.20	\$ 9,838.40	\$10,129.60

(b) 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 to 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.

38. PENSIONS.

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

39. EFFECTIVE DATE.

This Agreement shall become effective on July 1, 1972.

40. 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) demands -- February 12, 1974. Desired conclusion of negotiations--April 1, 1974.

Section 4. 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.

41. 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 bona fide 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 supercede any rules and regulations inconsistent herewith. Insofar as any provision 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.

EMPLOYER

CITY OF ANN ARBOR

By _____
Robert J. Harris, Mayor

By _____
Harold R. Saunders,
City Clerk

UNION

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS
OF AMERICA, INDEPENDENT UNION, LOCAL
NO. 214

By _____
Its _____

By _____
Its _____