

COLLECTIVE BARGAINING AGREEMENT

CITY OF ANN ARBOR

AND

ANN ARBOR POLICE OFFICERS ASSOCIATION

COMMENCING JULY 1, 2002

CONCLUDING JUNE 30, 2006

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AGREEMENT

THIS AGREEMENT, entered into this 8th day of November, 2004 between the City of Ann Arbor, a Michigan municipal corporation (hereinafter referred to as the "Employer"), and the Ann Arbor Police Officers Association, Inc., a labor organization existing under the laws of the State of Michigan, (hereinafter referred to as the "Association.")

STATEMENT OF PURPOSE

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

ARTICLE 1 - DEFINITIONS

1. "Association" means the Ann Arbor Police Officers Association.
2. "Department" means the Ann Arbor Police Department.
3. "Employer" and/or "City" means the City of Ann Arbor.
4. "Chief" means the Chief of the Ann Arbor Police Department.
5. "Immediate Supervisor" means the immediate supervising officer of the member.
6. "Division Commander" means officer in charge of any division.
7. "Notice to Association" means a written interoffice memorandum addressed and forwarded to the President of the Association.
8. "Employee" means any non-supervisory, sworn police officer, or any non-supervisory, non-sworn Safety Services Dispatcher of the City of Ann Arbor.
9. "Executive Board" means the eight elected stewards of the Association and the eight elected officers of the Association, as defined in the Association's By-laws.
10. "Emergency Conditions" means any unforeseen combination of circumstances or the resulting state that calls for immediate action.
11. "Police Academy" refers to basic (initial) certified police training, (both State approved and/or departmental) which is normally provided before an officer is assigned.
12. "Working Day". For purposes of the grievance procedure the discipline and discharge procedure, and the special conference procedure, the term "working day" means any Monday through Friday from 8:00 AM to 5:00 PM, except holidays.

ARTICLE 2 - RECOGNITION

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

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

Section 3: The Employer and the Association agree that for the duration of this Agreement neither shall discriminate against any employee because of race, color, religion, creed, sex, age, condition of pregnancy, marital status, physical limitation, source of income, family responsibilities, educational association, sexual orientation, sworn or nonsworn status, nationality or political belief, nor shall the Employer or its agents nor the Association, its agents or members discriminate against any employee because of his/her membership or nonmembership in the Association.

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

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

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

monthly Association dues uniformly required of all Association members upon the completion of their probationary period.

- (a) It is understood and agreed between the City of Ann Arbor and the Ann Arbor Police Officers' Association that Article 2, Section 5 of the agreement shall be interpreted to require new employees to become and remain members of the Association in good standing or pay a representation fee equivalent to the monthly association dues uniformly required of all Association members upon the completion of six months of service.

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

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

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

ARTICLE 3 - GRIEVANCE PROCEDURE

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

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

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

STEP 1: An employee who feels he/she has been aggrieved or dealt with unfairly or believes that any provision of this Agreement has not been applied or interpreted properly must discuss his/her complaint with his/her immediate supervisor, with or without the presence of his/her Steward as he/she chooses, within fourteen (14) calendar days after the occurrence of the event upon which the grievance is based. The parties shall discuss the complaint in a fair manner and shall make every effort to reach a satisfactory settlement at this point. The supervisor shall make arrangements for the employee to be off his/her job for a reasonable period of time up to thirty (30) minutes, in order to discuss the complaint with his/her Shift Steward.

STEP 2: If the matter is not satisfactorily settled in Step One, the aggrieved employee shall report such grievance to his/her Steward as soon as possible, but in any case within fourteen (14) 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 employee's supervisor in an attempt to resolve the grievance. This discussion shall be had within fourteen (14) working days of receipt of the grievance by the Steward and a written answer rendered by the supervisor within fourteen (14) working days after said discussion with a copy of said answer going to the employee and the Steward.

STEP 3: If the grievance is not satisfactorily adjusted by the above procedure, it shall be referred to the Chief Steward or his/her designee (designee must be an Executive Board member), who shall convene the Executive Board of the Association to determine the validity and justification of the grievant's complaint. If the grievance is determined to be valid by a majority vote of the Executive Board, a written formal complaint containing all facts and circumstances surrounding the grievance shall be drawn up and presented to the Division Commander within fourteen (14) working days after receipt of the Second Step answer. If the grievance

is not determined to be valid by a majority vote of the Executive Board, the Association shall not proceed further on behalf of the employee. A meeting shall thereafter be held within fourteen (14) working days between the Division Commander, the Chief Steward, or his/her designee (designee must be an Executive Board member), the Steward receiving the original grievance and aggrieved member. A written answer shall be rendered by the Division Commander within fourteen (14) working days of the meeting.

STEP 4: If the grievance is not satisfactorily settled at Step 3, the Chief Steward or his/her designee (designee must be an Executive Board member) may appeal to the Chief of Police within fourteen (14) working days of the Step 3 decision. Within fourteen (14) working days thereafter, a meeting shall be had with the Chief or his/her designee, the Chief Steward or his/her designee (designee must be an Executive Board member), the Steward receiving the original grievance, and the aggrieved member. A written answer shall be rendered by the Chief or his/her designee within fourteen (14) working days after that meeting.

STEP 5: If the grievance is not satisfactorily settled at Step 4, the employee or the Association shall have the right to appeal to the City Administrator; provided said appeal is made within fourteen (14) working days of receipt of the written Fourth Step answer. The representatives of the Association shall meet with the City Administrator and/or his/her designated representatives within fourteen (14) calendar days of the presentation of the appeal. The Association representatives may meet for thirty (30) minutes prior to this meeting. The City Administrator's written answer shall be filed within fourteen (14) calendar days after that meeting. In lieu of filing an answer, the City Administrator, in his/her discretion, may submit the grievance to a mutually agreeable arbitrator. If the parties are unable to agree on an arbitrator, the services of the American Arbitration Association shall be used in making a selection. In such case, the decision of the arbitrator shall be binding on both parties.

STEP 6: If the Fifth Step answer is unsatisfactory to both the Association and the employee, the grievance may be submitted to a mutually agreeable arbitrator; provided said submission is made in writing within fourteen (14) calendar days after receipt of the written Fifth Step answer. If the parties are unable to agree to an arbitrator, the grievance shall be submitted to arbitration through the American Arbitration Association in accordance with its voluntary labor arbitration rules; provided such submission is made in writing within fourteen (14) calendar days of receipt of the Fifth Step answer. The decision of the arbitrator shall be binding on both parties. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall he/she substitute his/her discretion for

that of the Employer or the Association where such discretion has been retained by the Employer or the Association, nor shall he/she exercise any responsibility or function of the Employer or the Association.

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

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

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

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

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

ARTICLE 4 - REPRESENTATION

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

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

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

- 1 President
- 1 Vice President - Bargaining
- 1 Vice President - Operations
- 3 Patrol Bureau Stewards
- 1 Administrative Services Bureau Steward
- 1 Detective Bureau Steward
- 1 Communications Unit Steward
- 1 Civilian Steward (separate unit)
- 1 C.S.A. Steward (separate unit)
- 1 Secretary
- 1 Treasurer
- 1 Sgt at Arms
- 1 Year Trustee
- 2 Year Trustee

Section 4: 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.

Section 5: Unit Bargaining Committee Employee members of the Bargaining Committee will be granted straight time hours for the time spent during the normal working day in negotiations with the City. Employees who bargain on other than normal regularly scheduled work day will be granted straight time compensatory time for hours spent bargaining with the City, regardless of the number of compensatory hours accumulated.

ARTICLE 5 - DISCIPLINE AND DISCHARGE

Section 1: Upon substantiation of an allegation or complaint of misconduct from within the department or from outside the department which may result in disciplinary action against an employee, but in no case more than fourteen (14) calendar days after the receipt of an allegation or complaint, a supervisor shall inform the employee of the nature of the accusation and the identity of the complainant(s). The supervisor or employee will notify the employee's steward that a complaint has been made against the employee, and the name(s) of the complainant(s). The employee shall, at the time of notification, if he/she so desires, have the right to consult privately with his/her steward and to have the steward present during any discussions occurring between the employee and his/her supervisor regarding the allegation or complaint of misconduct. The employee shall respond to the complaint or allegation verbally at the time of notification if ordered to do so by the supervisor. If the employee is unable to reply accurately, he/she will have the opportunity to review the appropriate written records before responding. Proceedings shall not be electronically recorded by either party. Responses involving possible criminal conduct may only be used to resolve internal Police Department misconduct complaints and may not be used in any criminal court proceedings against the employee.

Section 2: The supervisor, after notifying the employee of the complaint or allegation in accordance with Section 1 above, shall, as soon as possible, reduce the allegations or complaint to writing and cause it to be presented to the employee within fourteen (14) working days or if the employee was relieved of duty in accordance with Section 4 of this Article, the supervisor shall give positive notification of the allegations to the employee not later than the conclusion of the next day. The employee shall have until his/her next working day after receipt of the written allegations to reply. If the employee's reply is unclear to the supervisor, the reply shall be returned to the employee for clarification. The employee shall have until his/her next working day to submit a clarification. The investigation shall be conducted with all possible haste and, except for complicated matters, shall be concluded within fourteen (14) calendar days from the date the employee answers the allegation. If the investigation is to take longer than fourteen (14) days, the supervisor will notify the employee and tell him/her why it is being delayed.

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

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

discipline if warranted. The decision of the Division Commander will be forwarded to the employee in writing not later than fourteen (14) working days following the day the Division Commander has received the completed investigation from the investigating supervisor.

Section 4: In severe cases where it is necessary for the Employer to relieve the employee of duty, the employee shall be informed of the reason for the relief from duty. The employee will be allowed the opportunity to discuss the relief from duty with a Steward before being required to leave the premises. In the event an employee is relieved from duty, his/her salary and other benefits shall be continued during this period.

The Association recognizes that in certain situations it may be necessary to administratively suspend an officer's police powers when the officer is relieved of duty. This decision rests with the Chief or his/her designee.

If an employee who has been relieved of duty is subsequently suspended or discharged, the discipline shall commence when imposed. In these situations, the employee will be required to utilize approved banked time to cover the relieved from duty time period.

If an employee who has been relieved of duty is not suspended or discharged, the employee will not be required to utilize banked time to cover the relieved from duty time period.

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

- (a) WRITTEN WARNING: A form of progressive discipline whereby an employee is notified, in writing, that his/her conduct is unsatisfactory in that it does not measure up to the minimal acceptable work level or conduct of the department. When a written reprimand is issued to an employee, he/she shall signify his/her receipt of said reprimand by signing same and he/she shall be furnished a copy of the reprimand and the original shall be placed in the employee's personnel file. If the employee wishes to record his/her position regarding the action, he/she shall have the right to note his/her position and attach a memo to the warning, setting forth said position.
- (b) REASSIGNMENT: Reassignment is an involuntary assignment and may include changes in working hours, pay, days off, and types of work performed. However, said work reassignment shall not be of a nature not normally performed by an employee of the reassigned employee's rank. The reassignment must be within the department. If the reassignment is for a designated period, the employee will return to their original assignment at the end of that period. The employee shall receive full benefits and salary of the position to which he/she has been reassigned for an employee of his/her seniority level.

- (c) SUSPENSION: Suspension is a temporary separation from the department. A member who has been suspended will not be paid for the period of his/her suspension but will accrue all benefits with the exception of vacation and sick time. Suspension shall not exceed two hundred (200) working hours. Provided, however, that this maximum shall not be a limit on the power of an arbitrator to modify a disciplinary penalty.
- (d) DISMISSAL: A complete and final separation from employment of the Employer. It is recognized by both the Employer and the employee that the employee may continue to be represented by his/her bargaining unit after dismissal through all prescribed contractual appeals.

Section 6: If the employee is not satisfied with the Division Commander's decision on discipline, he/she may appeal said decision to Chief of Police; provided a written appeal is presented to the Chief within fourteen (14) working days after the Division Commander makes his/her decision. The Chief will review the complaint or allegation, charges, investigation, disciplinary decision and written appeal submitted by the employee. He/she will affirm or modify the proposed discipline and notify the employee and Association in writing of said decision within fourteen (14) working days of receipt of the appeal.

Section 7: In the event the employee believes the discipline administered by the Chief was unjust, it shall be a proper subject for appeal to the City Administrator or his/her designated representative; provided a written appeal with respect thereto is presented to the City Administrator within fourteen (14) working days after receipt by the employee of the written decision of the Chief. The City Administrator will review the complaint or allegation, charges, investigation, disciplinary decision, written appeal submitted by the employee, and he/she will affirm or modify the proposed discipline and notify the employee and Association in writing of said decision within fourteen (14) working days of receipt of the appeal.

Section 8: If the employee and the Association are dissatisfied with the City Administrator's decision, the matter shall be referred to arbitration within fourteen (14) calendar days of receipt of the written decision by the employee and the Association. Said arbitration shall be through the American Arbitration Association in accordance with its voluntary labor arbitration rules. Failure to request arbitration within the fourteen (14) calendar days shall be deemed an acceptance of the discipline and the matter shall not be subject to further appeal. The expenses and fees of arbitration shall be shared equally by the Employer and the Association.

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

Section 10: An officer involved in a shooting or fatal incident may be asked to make a statement at the scene of an incident; but if he/she refuses, one will not be ordered. The officer will be required, however, to provide information that is needed immediately to

proceed with the investigation such as suspect description, direction of travel, etc.

Upon returning to the Police Station, the officer will make him or herself available for interview by appropriate command and investigative personnel. Written police reports will be completed upon the request of proper authority and in accordance with Department procedures. An officer will be allowed to have legal representation of his/her choice present during both the interview and report writing time. The attorney must arrive within a reasonable time so as not to cause the investigation to be delayed unnecessarily.

Section 11: Where as a result of the review of a complaint or the investigation of misconduct a decision is made not to pursue disciplinary action under the terms of Section 5 of this agreement the employer may issue a verbal warning or reprimand, or make a notation on the employee's evaluation work sheet.

ARTICLE 6 - STRIKES AND LOCKOUTS

Section 1: The Association agrees that during the life of this Agreement neither the Association, its agents, nor its members will authorize, instigate, aid, condone, or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the Employer. The Employer agrees that during the same period there will be no lockouts.

Section 2: Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operation of the Employer may be disciplined or discharged.

ARTICLE 7 - SENIORITY

Section 1: Seniority encompasses three distinct types of seniority defined as:

- a.
 - 1) City seniority is the length of service as an employee of the City of Ann Arbor (service not interrupted for more than one (1) year by resignation from the City service).
 - 2) City seniority date is the date of original hire minus any time absent due to resignation providing the employee returns to City service within one year of resignation. For those members who are hired on the same date, their date of application will be the deciding factor of order of seniority.
- b.
 - 1) Departmental seniority is the length of service as an employee of the Ann Arbor Police Department (service not interrupted for more than one (1) year by resignation from City service).
 - 2) Departmental seniority date is the date of original hire or transfer into the Police Department minus any time absent due to resignation providing the employee returns to City service within one (1) year of resignation. For those members who are hired on the same date, their date of application will be the deciding factor of order of seniority.
 - 3) For sworn police officers hired after July 1, 1981, who have equal seniority, their final score (academic standing) in the Ann Arbor Police Department Academy shall be the deciding factor; the employee with the higher score will be given greater seniority.
- c. Position classification seniority is the length of service within a position classification. Any time spent in another position classification will not be included but will apply to departmental and City seniority. Position classification seniority date is the original date of hire into or transfer into the position classification minus any time spent in another classification.

Section 2:

- a. New permanent employees hired into the unit and permanent employees who transfer to a position classification within the unit shall be probationary employees for evaluation purposes for one year commencing with the original date of hire or transfer into the position classification. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which qualify him/her for regular employee status. During the probationary period

the employee shall have no seniority status and may be terminated in the discretion of the Employer without regard to his/her relative length of service. Unsatisfactory employees shall be terminated.

- b. Permanent employees who leave a position classification within the bargaining unit and subsequently return within one (1) year will not be subject to a probationary period.
- c. An employee in a pre-probationary status is a person hired to be a police officer. An employee in this status is waiting to attend either the Regional or Ann Arbor Police Department in-house academy or is in attendance at the Regional or Ann Arbor Police Department in-house academy. These employees are assigned at the discretion of management.
- d. Once the employee's probationary period is completed, the employee's seniority with the Employer and the Unit is determined by his/her date of hire. This clause shall not be construed to interfere with benefits normally received by probationary employees, such as step increases, vacation accrual, sick leave accrual and insurance coverage, normally received after six months, if said probationary employees have met the qualifications for said benefits.
- e. Probationary employees who have demonstrated a sufficient level of performance and have completed six (6) months of employment, may, at the discretion of the Employer, be included in the shift bid and equalized overtime procedures.
- f. It shall be the Department's prerogative to extend the probationary period an additional six (6) months beyond the first twelve (12) month evaluation period. For sworn police officers the probationary period begins at the time the employee is sworn by the City of Ann Arbor. The employee shall be notified of any extended probationary period and the reason for said extension.
- g. 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 Article 2, Section 1, of this Agreement, except employees discharged and disciplined for other than Association activity.

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

Agreement will show the names, job titles, and will also include the dates of City seniority, Departmental seniority, and position classification seniority.

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

- a. If he/she quits or retires from City employment and is not rehired within one year; provided that a person rehired within one year will not be allowed to compete for promotion for two years subsequent to the date of rehire.
- b. If he/she is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
- c. If, following a layoff, he/she fails or refuses to notify the Employer of his/her intention to return to work within five (5) calendar days after receipt of a written notice of such recall sent by certified mail to his/her address on record with the Employer or personal notification by other means or, having notified the Employer of his/her intention to return, if he/she fails to do so within ten (10) calendar days after receipt of such notice.
- d. If he/she is absent for three (3) consecutive, regularly scheduled working days without notifying his/her supervisor prior to or within such three (3) day period of a justifiable reason for such absence unless such notification was impossible. In proper cases, exceptions may be made with the consent of the Employer. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has been terminated. If the disposition made of any such case is not satisfactory to the employee, the matter may be referred to the grievance procedure.
- e. When he/she has been laid off for a period of twenty four (24) or more consecutive months.
- f. Failure to return from sick leave and leaves of absence will be treated the same as (c) above.

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

Section 6:

- a. When the work force is increased following a layoff, employees shall be recalled to work in inverse order of layoff; providing the employee's ability and skills remain suitable to performance of the job to the same extent as prior to lay-off.
- b. 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 to work within ten (10) days from date of mailing of notice of recall, he/she shall be considered to have quit.

Section 7: The Employer shall have the right to temporarily transfer employees within the bargaining unit from one classification to another for a period not to exceed one hundred and twelve (112) days. Such employees will receive the rate of pay of the higher classification for all hours worked while serving in such position. Safety Service Dispatchers shall not be assigned jobs which are not customarily performed by personnel in the classifications to which the employee was transferred. During such Employer initiated transfer, the employee's position seniority in their original classification will continue uninterrupted.

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

Section 8:

- a. In the event of a vacancy or newly created position within the unit, said vacancy or newly created position shall be posted in a conspicuous place within the Police Department for at least seven (7) days and a copy of said posting shall be furnished the Association. During said seven (7) day period employees interested in being considered for said vacancy or opening shall submit an approved application to the Chief expressing their desire and qualifications.
- b. The job shall be awarded to the employee with the best qualifications who possesses the ability and interest to perform the job.
- c. In case there are two or more bidding employees who possess equal qualifications, ability and interest, the most senior employee shall be awarded the job. In the event the job vacancy is filled from those employees within the unit the employee thus awarded the job shall assume the position as soon as is practical after the award is made and shall be on job probation for a period of six (6) months commencing with his/her first actual day on the job.

- d. An employee may be removed or request to be removed, without prejudice, from the job any time during the six (6) months probationary period if he/she demonstrates that he/she does not have the ability, skills or other attributes to satisfactorily perform the requirements of the job. In the event the employee is removed from the job or requests to be removed during his/her position probationary period, the employee shall have the right to return to the position he/she immediately left if it is open.
- e. If there are other positions open at the time the employee is removed, he/she shall be eligible to apply for those positions, or thereafter, he/she shall return to any open position within the unit to which he/she has the qualifications and ability to perform. With respect to sworn police officers if there are no open positions the employee shall be returned to the Patrol Bureau.

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

- a. If a Safety Services Dispatcher is temporarily transferred by the Employer to a position outside the unit and is thereafter transferred again to a position within the unit, he/she shall have accumulated seniority while working in the position to which he/she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement. The Employer shall not transfer an employee to a position outside the unit without the consent of the employee for a period which exceeds one-hundred twelve (112) days.
- b. The Association recognizes the right of Management to reorganize Departmental functions as well as functions within the classifications involving Safety Services Dispatchers covered by this Agreement. Management recognizes that such reorganization shall not be arbitrary or capricious.

Section 10: For the purpose of layoffs and recalls only, the Association's President, Vice-President(s), Secretary, Treasurer, and Stewards shall head the seniority list and shall be retained at work so long as they are willing and have the ability to satisfactorily perform the available work. This super-seniority shall apply only to layoffs and can be exercised only after the employees holding the aforesignated Association positions have exercised

their actual seniority. It is understood and agreed that the super-seniority referred to in this Section is solely for the purpose of retaining a job in the department and under no condition can it be exercised for job preference under any of the terms and provisions of this contract. The Association shall defend, indemnify, and save the Employer harmless against any and all claims, demands, suits, or other forms of liability arising out of this section.

Section 11: Both the Employer and the Association recognize the value of on-the-job training. In the event of a vacancy in a training position or a newly created training position within the unit, said vacancy or newly created position shall be posted in a conspicuous place within the Police Department, for at least seven (7) days and a copy of said posting shall be furnished the Association. During said seven (7) day period employees interested in being considered for said vacancy or opening shall submit an approved application to the Chief expressing their desire and qualifications. The job shall be awarded to the employee with the best qualifications who possesses the ability and interest to perform the job. In case there are two (2) or more bidding employees who possess equal qualifications, ability and interest, the employee with the most department seniority shall be awarded the job. An employee may be removed or request to be removed from the job any time during the training period if he/she demonstrates that he/she does not have the ability, skills or other attributes to satisfactorily perform the requirements of the job. In the event the employee is removed from the job or requests to be removed, he/she shall return to the permanent classification he/she occupied prior to his/her transfer. Notification of training vacancies shall be sent to all employees on vacation during the seven (7) day posting period.

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

Section 12: If the Employer fails to give an employee work to which his/her seniority and qualifications entitle him/her and such work does exist and a written notice of his/her claim is filed within seven (7) days of the time the Employer first failed to give him/her such work, the employee may file a grievance under the grievance procedure and, if successful, in the grievance, the Employer will reimburse him/her for the earnings he/she lost through failure to give him/her such work.

Section 13: No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate.

ARTICLE 8 - LEAVES OF ABSENCE

Section 1: The Employer may grant a leave of absence for personal reasons of thirty (30) calendar days or less without pay and without loss of seniority to an employee who has completed his/her probationary period; provided he/she presents a reason acceptable to the Chief. Non-emergency leave of absence requests made under this section must be submitted no later than thirty (30) days prior to the start of the shift schedule during which the leave of absence will occur. Those employees granted non-emergency leaves of absence under the provisions of this section, will have their shift and leave days for the shift schedule during which the leave of absence will occur assigned by management.

Section 2: An employee who, because of illness, disability or accident to him/herself or his/her immediate family (to mean only the spouse and children of the employee), or accident other than illness or accident compensable under the Michigan Worker's Compensation Act, is physically unable to report for work may be given a leave of absence, upon the employee's request, of one (1) year, provided the employee promptly notifies the Employer of the necessity therefore and provided further, that he/she supplies the Employer with a certification from a qualified physician of the necessity for such absence. The Employer may request additional medical certification at any time during said one (1) year period to substantiate the necessity for continued leave but at no time shall said leave exceed one (1) year unless said extension is approved by the Employer.

When an employee knows in advance that a leave of absence under this section will be requested, the employee is required to submit such requests no later than thirty (30) days prior to the start of the shift schedule during which the leave of absence will occur. Employees granted leaves of absence under this section will have their shift and leave days assigned by management for the shift schedule during which the leave of absence will occur.

Section 3: A pregnant employee will be allowed to take up to the three (3) weeks immediately preceding her due date off on banked time without having to provide the Employer with certification from a qualified physician for the necessity of such absence. Usage of banked time in this manner shall be subject to the operational demands of the Department but shall in no case be denied to avoid creating overtime.

Section 4: Pregnancy Leave:

- a. Definition: A leave of absence due to pregnancy not to exceed six months.
- b. A pregnancy leave will be granted upon request. The request shall be made by the employee completing the City of Ann Arbor request for leave of absence form. Rules of this leave shall be as described on the form at the time of the employee's signature.

- c. Disability caused by pregnancy shall be treated as any other temporary illness. Therefore, an employee, upon request, is eligible to use available sick time while on pregnancy leave. Vacation, compensatory, and personal leave time may also be used at the employee's election. Total time to be allowed including use of accrued banked time shall not exceed six (6) months.
- d. Whenever an employee becomes aware of the fact that she is pregnant, she shall furnish her supervisor 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 as well as the length of time she may be allowed to work until the expected date of delivery. The effective date of the leave shall be the last day an employee is allowed to work based upon a statement from her doctor, or the last day an employee works before delivery.
- e. If, at the end of six (6) calendar months of pregnancy leave, the employee has not requested reinstatement, employment shall be terminated.
- f. If an employee desires to be reinstated from pregnancy leave, she shall notify her supervisor of the desire to return to work at least seven (7) days prior to the termination of such leave.
- g. While on pregnancy leave of up to six months, the employee will continue to accrue seniority.
- h. While on pregnancy leave and using banked time to be paid, an employee will accrue all normal benefits such as insurances, sick and vacation time, etc. When on pregnancy leave and not using banked time, the employee will not accrue sick or vacation time. Retention of other benefits will be as identified on the City of Ann Arbor leave of absence approval form. The affected employee will be required to acknowledge the retention of benefit requirements as part of accepting the approved pregnancy leave.

Section 5: The City will allow officers who are elected officials of the AAPOA reasonable time off the job with pay to attend to business relating to their official functions, as outlined below. Such time off will be granted at the discretion of the Chief of Police upon reasonable notice by written request to permit proper evaluation and manpower consideration.

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

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

Section 6: Permanent employees shall be allowed forty (40) hours as funeral leave in order to attend the funeral with pay not to be deducted from sick leave for a death in the immediate family.

Immediate family is to be defined as follows: spouse, mother, father, step-parent, child, or step-child, brother or sister.

Permanent employees shall, upon approval of the Chief of Police or his/her designee, be allowed up to three (3) working days as funeral leave in order to attend the funeral with pay not to be deducted from sick leave for a death of the employee's grandparents or grandchildren.

Permanent employees shall, upon approval of the Chief of Police or his/her designee, be allowed up to two (2) work days as funeral leave in order to attend the funeral with pay not to be deducted from sick leave for the death of the employee's mother-in-law, father-in-law, sister-in-law, or brother-in-law.

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

Section 7: A permanent employee who has completed his/her probationary period and who has been elected or appointed to a public position will be granted a leave of absence without pay for a period of two (2) years or less. An employee elected or appointed to a position shall not accrue seniority while on leave, unless the appointment is police related, and at the expiration of the leave, he/she shall be returned to the permanent job classification which he/she held prior to said leave.

Section 8: Employees may take up to four (4) personal leave days in any July 1 through June 30 period, except that only one personal leave day of the four may be taken in May or June. Request for such personal leave days must be made at least twenty-four (24) hours before the day requested. These days will not be charged as sick leave days. Granting of this leave is subject to the operational requirements of the department but shall in no case be denied to avoid creating overtime work. Any unused personal leave days remaining upon completion of the employee's last scheduled work day in the fiscal year shall be converted to compensatory time.

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

Section 9: Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves of the United States for the purpose of fulfilling their annual field training obligations and when called upon due to temporary civil disturbances. An application for a leave of absence for such purposes must be made as soon as possible after the employee receives his/her orders.

- (a) The Employer shall make up the difference between what an employee would have received had he/she worked during said leave time, and the pay he/she received from his/her activities, for a maximum of two (2) weeks per year, provided said employee submits proof of payment from the military.

Section 10: In keeping with the Employer's policy of encouraging the improvement and professionalism of its police personnel through education, the Employer shall provide to employees the opportunity to take courses at an accredited college, university or community college. The employee shall be eligible to receive reimbursement for tuition and required textbooks for three (3) courses or ten (10) credit hours per semester or term, subject to and in accordance with other limitations hereinafter provided. Any late registration fees will not be reimbursable.

- (a) In the event that an employee leaves the service of the City within one year after receiving educational benefits under this clause, he/she shall reimburse the City for those monies received in the one year period preceding his/her leaving.
- (b) In order to be eligible for book and tuition reimbursement, the employee must not be eligible for reimbursement from any other source. The employee shall advance the cost of all tuition and required textbooks. Supporting

documentation for reimbursement must be filed with the Employer within ninety (90) days of the course/s completion date in order to qualify for reimbursement.

- (c) Courses taken must be job related and approved by the Chief with consideration given to past practice. Courses considered for reimbursement must be part of a published curriculum guideline, thus excluding unspecified electives. The employee must receive prior approval of the course/s from the Chief, and the employee must receive a grade of "C" or better to be eligible to receive reimbursement for any undergraduate level course/s. Reimbursement for undergraduate level courses/s and textbooks will be provided at 100% of the total costs up to a maximum of two thousand five hundred (\$2,500) per fiscal year effective July 1, 2004.
- (d) The employee must receive prior approval by the Chief to take graduate level course/s and where the approval of such job related graduate level work is granted, the employee must receive a grade of "C" if deemed a satisfactory grade or a "B" or better. Reimbursement for graduate level course/s and textbooks will be provided at 100% of the total costs up to a maximum of two thousand five hundred (\$2,500) per fiscal year effective July 1, 2004. Only one graduate degree per employee, up to a masters level, will be considered for approval by the Chief. Benefits are available for law school work. The employer will not fund two degrees at the undergraduate or two degrees at the graduate level (however, see attached Letter of Understanding).
- (e) Courses shall be taken on the employee's off-duty time. Courses may be taken during duty hours with the prior approval of the Chief or his/her 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/her designated representative, be deducted from the employee's accrued vacation or compensatory time.

ARTICLE 9 - HOURS

Section 1: The regular work day may consist of ten (10) hours, or eight (8) hours for employees assigned to Patrol and Communications; provided however that before changing from one to the other the Employer shall announce in writing four months in advance the change, the specific bids (tours of duty) to be changed. The regular work day shall consist of eight (8) hours per day for employees assigned to the investigation section, staff services, special services, traffic and special assignments. The regular work week shall be forty (40) hours per week. For Safety Services Dispatchers, the work week shall consist of five (5) consecutive eight (8) hour days or four (4) consecutive 10-hour days, whichever is applicable, except at leave day, or shift change days. However, this shall not preclude the Employer from reducing its work force in accordance with Section 5 of Article 7.

Section 2: Employees shall be entitled to one rest or break period, not to exceed twenty (20) minutes during their work day. Employees shall be entitled to a forty (40) minute lunch period during their work day.

Section 3 It is recognized by the Association that scheduling work is a management right. It is recognized by the Employer that such scheduling must not be arbitrary nor capricious such as changing a member's work schedule from day to day, except during periods of emergency. Employees shall be assigned to their respective tours of duty (regular work days and hours) on the basis of seniority and qualifications through the following shift bid procedures:

- (a) Shift changes will occur on the first Sunday in January, the first Sunday in May, and the last Sunday in August. Each shift change schedule shall recite for each tour the regular days of work, the regular hours of work and the days of rest.
- (b) Three weeks prior to the posting of a new shift change schedule, the Employer shall furnish the Association President a shift schedule bid form. The Association President or his/her designee shall be responsible for obtaining shift and days-off bids from employees in the unit in accordance with the restrictions designated below and shall return the completed shift schedule to the Employer not later than fourteen (14) days prior to the shift change.
- (c) It is understood and agreed that when a vacancy occurs on a shift due to job transfer, resignation, retirement, illness or injury of over four (4) weeks probable duration, the Employer shall have the right to fill said vacancy with an employee from another shift by posting the shift vacancy for bids for three

(3) days with the most senior employee who bids being assigned to fill the vacancy. If no bids are forthcoming, the employee with the least seniority of those employees on other shifts shall be assigned to the shift. It is understood that such change will begin on a Sunday and the Employer will give any employee being moved at least seven (7) calendar days notice prior to the move.

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

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

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

- (a) Overtime shall be compensated by payment at the appropriate rate.
 - (1) All overtime earned with respect to holidays shall be paid in cash, unless compensatory time is requested by the employee and approved by the Employer.
 - (2) All overtime earned with respect to football games at the U of M stadium will be paid in cash unless compensatory time is requested by the employee and approved by the Employer.
 - (3) All other overtime earned will be paid in either cash or compensatory time as requested by the employee.
- (b) Compensatory time accumulation shall not exceed one hundred and sixty (160) hours. Time earned in excess of one hundred and sixty (160) hours will automatically be paid at the appropriate rate in cash. Upon termination or death all compensatory time accumulated, will be paid in full. However, if Federal or State law changes so as to make the present system for granting

and administering compensatory time and time-off illegal the Employer shall be allowed to change the existing system so as to comply with said law. Employees shall not be allowed to take more than forty (40) hours compensatory time-off in conjunction with vacation leave or at any other single occasion. All employees who possess more than one-hundred and sixty (160) hours of accumulated compensatory time off at the effective date of this agreement shall not be allowed to accumulate more compensatory time off until said accumulated compensatory time is used to a level below one hundred and sixty (160) hours at which time they shall be allowed to accumulate up to one hundred and sixty (160) hours.

- (c) There is no cap on the usage of compensatory time.
- (d) Employees will be allowed to work for one another and trade compensatory time with the Employer's approval. Officers must follow the procedure of submitting the applicable paperwork no earlier than ten (10) days and no later than twenty-four (24) hours prior to the beginning of the shift.
- (e) Compensable time-off shall be considered as time worked for the purpose of computing benefits under this Agreement. For employees not on the department payroll as of January 1, 1982, compensatory payout at retirement will not be included in final average compensation.

Section 5: The Employer has a right to schedule overtime for emergency situations in a manner most advantageous to the Department and consistent with the requirements of public safety. In 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. For purposes of overtime scheduling all overtime known over forty-eight (48) hours in advance will be considered non-emergency overtime.

For purposes of overtime scheduling of Safety Services Dispatchers, all overtime known over forty-eight (48) hours in advance will be considered non-emergency overtime.

- (a) In non-emergency situations where it is deemed necessary to schedule Safety Services Dispatchers for more than three (3) hours of overtime, it will be equalized among unit members within the same classification on the basis of seniority and non-emergency overtime hours offered to the employee in accordance with the Department's "Communications Staffing Level" Procedural Order.
- (b) If there are no volunteers available, the Department may order overtime as in emergency situations.

- (c) For the purposes of overtime equalization, any new members added to the unit or any members coming back from a leave of any type will be credited with the highest number of offered overtime hours held by any active unit members.

Section 6: An Equalized Overtime System (EOS) for sworn AAPOA bargaining unit members, hereinafter referred to as officers, is hereby implemented. The purpose of the EOS is to afford all sworn officers who want to participate in the EOS an equal opportunity to work special detail overtime assignments.

- (a) The AAPOA will administrate the EOS. Disputes about overtime assignments made under the EOS will be resolved within the AAPOA and will not be subject to the grievance procedure. The Deputy Police Chief's decision as to the use or non-use of the EOS will also not be subject to the grievance procedure.
- (b) The AAPOA officers administrating the EOS will do so off duty. Department telephones may be used.
- (c) Participation in the EOS is voluntary. Those Detectives who are not required to maintain a uniform will only be contacted for plain clothes assignments. Those Detectives required to maintain a uniform will be contacted for all assignments.
- (d) The EOS will be used to fill special detail overtime assignments only. These assignments are those that have traditionally been scheduled in the Special Services Office. Due to the large number of personnel involved, U of M football game assignments will not at this time be made under the EOS. Other large scale events, as determined by the Operations Deputy Chief, similar to the NCAA demonstrations will be scheduled without using the EOS. The Operations Deputy Chief, in his/her discretion, will decide whether the EOS will be used in large scale events. The EOS does not apply to overtime worked because of court, committee meetings, holdover overtime, or any function other than a special detail.
- (e) As soon as possible after the need for a special detail is known, the Special Services Section will prepare a detail roster with names of the officers left blank and will be returned by the AAPOA to Special Services at least two working days prior to the detail with the names of the officers to work under the EOS filled in. If there is less than 48 hours lead time between the time the need for the special detail becomes known and the expected start time, assignments will be made under the Emergency Overtime provisions of the collective bargaining agreement.

- (f) The AAPOA will contact those officers participating in the EOS who are available to work the special detail at time and one-half. As officers accept assignments their names will be filled in on the roster. Acceptance of an assignment in this manner will be deemed official notification to work and failure to report will be handled as absent without leave.
- (g) Unless approved by a command officer, overtime assignments will not be offered if acceptance of the assignment would cause the officer to work more than fifteen (15) consecutive hours.
- (h) Double time assignments will not be made through the EOS.

Section 7: An Employee's scheduled hours and leave days may be changed to provide up to 80 hours of annual training under the two programs outlined below.

- (a) An Annual Refresher Training (ART) program up to 40-hours will be offered which will consist of various relevant topics.
- (b) In addition to the ART program outlined above, management is permitted to change an employee's scheduled hours and leave days for training assignments of two days, or longer, for up to an additional 40 hours annually.
- (c) Management is permitted to change an employee's hours and leave days for one day precision driving training, unless a 2-day school becomes available.

An Employee will be permitted to waive the training assignment once if the training opportunity will be repeated in the near future and the employee can reasonably be assigned at that time. If the reassignment will not be repeated in the near future, or if the topic is of a critical nature, as determined by the Department, no waiver of the assignment will be permitted.

ARTICLE 10 - WAGES AND BENEFITS

Section 1:

- (a) There shall be a 3.0% increase in wages for sworn police officers retroactive from July 1, 2002; a 3.0% increase in wages retroactive from July 1, 2003; a 3.0% increase in wages retroactive from July 1, 2004; and a 3.0% increase in wages effective July 1, 2005. The job classifications, rate ranges and incremental steps applicable thereto are set forth in Appendix F attached hereto and by this reference made a part hereof. For the purpose of starting salary only, credit for prior sworn police experience may be offered to a newly hired police officer. The decision of when to offer such credit will be solely the decision of the City and will be on a case-by-case basis. Where such credit is given, the newly hired officer will be eligible to start at the salary level normally applicable to an Ann Arbor Police Officer after one year with the Ann Arbor Police Department, provided the newly hired officer has two or more consecutive years of sworn police officer experience with the same agency, immediately prior to being hired by the Ann Arbor Police Department.
- (b) For Safety Services Dispatchers, there shall be a 3.0% increase in wages retroactive from July 1, 2002, a 3.0% increase in wages retroactive from July 1, 2003, a 3.0% increase effective and retroactive to July 1, 2004, and a 3.0% increase effective January 1, 2005.
- (c) Employees in the classification of Communications Operator who have completed probation shall be promoted to the new classification of Telecommunicator, at a pay rate 1.5% above the rate of Communications Operator, for performing the full range of dispatch duties.
- (d) Employees who perform the duties of a Communications Training Officer (CTO) or Field Training Officer (FTO), shall be compensated at a premium rate of 7% above their normal rate while performing such duties.
- (e) Effective July 1, 2005, employees who possess a Bachelor's degree from an accredited college or university shall receive an additional .75% to be added to the 3.00% education bonus. Thereafter, an employee will be eligible for a 3.75% education bonus after they have completed one (1) year of continuous service.
- (f) Effective July 1, 2005, employees who possess an Associate's degree from an accredited college or university shall receive a three quarter percent (.75%) education bonus as specified in the pay plans attached hereto after

they have completed one (1) year of continuous service with the Employer.

The job classifications, rate ranges and incremental steps applicable thereto are set forth in Appendices E attached hereto and by this reference made a part hereof. For the purpose of starting salary only, credit for prior sworn police experience may be offered to a newly hired police officer. The decision of when to offer such credit will be solely the decision of the City and will be on a case-by-case basis.

Section 2: Employees covered by this Agreement shall be paid in full bi-weekly. While the official pay day is Friday, pay checks will normally be made available on Thursday after 3 p.m. unless there is a computer malfunction or other adverse event beyond the Employer's control.

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

Section 3: By participating in the City of Ann Arbor, I.C.M.A. 457 Deferred Compensation Plan effective forty-five (45) days (or as soon as practicable) after the signing of the July 1, 1998 through June 30, 2002 collective bargaining agreement, the City shall contribute, for each bargaining unit employee who is participating in and contributing a minimum of \$25 per pay period to the I.C.M.A. Plan, a \$20 per pay period match into the I.C.M.A. Deferred Compensation Plan.

Section 4: It is understood and agreed that in return for the wages, fringe benefits and working conditions specified in this Agreement, employees shall be required as a condition of continued employment, to render a fair day's work for the Employer.

Section 5: If an employee is called back to work on any other shift, he/she shall be compensated for a minimum of three (3) hours overtime unless such call back shall extend past three (3) hours in which case he/she shall be paid overtime for the exact hours or portion thereof 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/her regular shift, he/she shall be compensated at the rate of double time. This shall not apply to shift change days. In the event of the necessity of overtime in the Safety Services Dispatch unit and callback of employees occurs, Safety Services Dispatchers will be called back first.

- (a) An employee called back to work because of negligence of duty shall not be entitled to overtime compensation. Determination of when an employee will be called in under such circumstances will normally not occur where the timeliness of rectifying the perceived negligence will not impact operational

efficiency by waiting until the employee is next scheduled to return to duty. Where it is deemed necessary to call an employee back to work because of perceived negligence the employee affected will be given a written memo outlining the negligent action and necessity for callback of the employee.

Section 6: Insurance

A. Health Insurance

- (1) After six (6) months of employment, the City will provide the Blue Cross Blue Shield Community Blue PPO Program Option 1 (as identified in Attachment A with a \$500 annual preventive rider), with no premium contribution by the employee. This plan includes no in-network deductible (\$250 per member/\$500 family out-of-network deductible), and a \$10 office visit co-payment. This plan also includes a prescription drug program with a \$10 co-payment and mail order privileges. The City may also offer, at its discretion, health maintenance organizations (HMOs) to employees as an alternative to the PPO plan. The PPO will serve as the >base plan=, thus if now or in the future, HMO premiums are higher than the PPO illustrated rates, employees enrolled in HMOs, through payroll deduction, will be required to pay a premium contribution equal to the difference between the HMO rate and the PPO rate. Employees will be advised of this provision at their new hire orientation and, in writing, each year during the open enrollment period.
- (2) An employee may elect to purchase health insurance benefits at their own cost during the first six months of employment. The City provides health insurance coverage to newly hired permanent employees once they have completed their first six months of employment. At the end of the six month period, the City will assume full cost for the base plan for a single, two-person, or family contract premium, including dependent children up to age 19, but shall exclude costs for special dependent coverage riders (i.e., a child over 19 years of age or a sponsored dependent). Once an employee chooses a health insurance plan, they must remain in this plan until the next open enrollment period. Employees promoted into this bargaining unit who, during their course of employment with the City, have served the probationary period and are currently receiving health care benefits through the City will continue with uninterrupted benefit coverage.
- (3) The City of Ann Arbor shall provide to all bargaining unit members who retire on or after the date of ratification of this labor agreement, the hospitalization insurance afforded bargaining unit personnel. The City of Ann Arbor shall assume the whole cost of said hospitalization premiums, including that premium portion that is for the spouse and children under nineteen (19) years

of age, but shall exclude special dependent coverage, (such as for example, a parent, mother-in-law, child over nineteen (19) years of age). These bargaining unit members retiring after the ratification date of this agreement who have not yet reached the age of 65 shall have the option upon retirement of selecting the Traditional Blue Cross Blue Shield plan Master Medical Option 6 with Exact Fill Complimentary coverage to Medicare, with the City paying the same amount toward the premium that it pays toward the PPO Option 1 Base Plan. The retiree will pay the difference between the cost of the base plan and the cost of the Traditional Blue Cross Blue Shield plan. This benefit provision also applies to surviving spouses and eligible dependents under the age of 19 of deceased retirees who took Option II or III at the time of retirement.

- (4) Since the PPO plan does not accept Medicare eligible members, a retiree in the PPO becoming Medicare eligible will be provided the Blue Cross Blue Shield Traditional Plan with Master Medical Option 6 with Exact Fill Complimentary Coverage to Medicare with the Employer paying the full price of the premium. This complimentary coverage includes a \$150 per member/\$300 family deductible, a 90% BCBS / 10% employee co-payment, and a prescription drug program with a \$5 co-payment and a Mail Order option (MOPD2) at 50% of the drug co-payment. This plan requires the retiree to have both Medicare Part A and Part B. The Medicare Part B premium remains the responsibility of the retiree. Provided that employees taking a deferred retirement do not receive this benefit. Any change in coverage levels subsequently provided to current employees will not attach to the coverage level provided retired employees. Further, it is understood that if an employee retires and assumes employment elsewhere and that employer provides health coverage to its employees which does not substantially differ from that offered by the City of Ann Arbor, the City's obligation to provide health coverage shall cease. If there is a disagreement between the retiree and the City relative to the definition of substantially different, a panel consisting of the City Administrator, or his/her designee, the Union President or his/her designee and a third party agreed to by the first two shall determine if a retiree shall remain in the City's plan. However, should the retiree lose such coverage from the other employer for any reason, including voluntary or involuntary separation of employment, upon production of proof-of-such loss to the City, the City's obligation to provide health coverage shall recommence and such coverage shall be restored immediately following the production of the such proof-of-loss. The City shall not prohibit a retiree from re-entering the City's health insurance coverage for any reason upon loss of coverage from another carrier, and, further, the health insurance benefits provided upon return to City coverage will be the same as that which the employee was entitled to upon retirement from City service.

- (5) Under specified conditions set forth in Appendix C, employees shall be able to waive their City health insurance coverage and receive up to \$2000 per year, payable quarterly.

B. Dental Coverage

After six (6) months of employment, employees shall be provided a “75%(Class I and II) 50%(Class III and IV) Delta Dental Plan” or its satisfactory equivalent with a maximum benefit of \$2000 per year per person (for Class I, II and III benefits). The City shall also provide an orthodontics rider providing 50% co-payment for employees’ dependent children up to their 19th birthday with a \$2000 lifetime maximum per person, provided, however, that benefits will be paid after attainment of age 19 for continuous treatment which began prior to such age. See Appendix D for Delta Plan specifications.

C. Optical Coverage

The City of Ann Arbor shall provide to each member of the bargaining unit (after six months of employment), a \$200 maximum benefit every 24 months through Mutual Eye Claim Audits, Inc. or its satisfactory equivalent for optical expenses for the employee and their spouse. Also provided is a \$200 maximum benefit every 12 months for eligible dependents under age 19. Covered expenses include lenses, frames and contact lenses. This benefit includes a vision examination plus \$200 towards covered expenses for the employee, their spouse and eligible dependents every two (2) years.

D. Life Insurance Coverage

- (1) After six (6) months of employment the Employer will pay the entire premium cost of \$40,000 of life insurance on all permanent employees. The Employer will further pay the entire cost of \$5,000 of life insurance for retiring employees; i.e. employees who have completed fifteen (15) or more years with the City and are retiring on a City pension provided that employees taking a deferred retirement do not receive this benefit. Effective July 1, 1993, the employer will provide the entire cost of \$10,000 life insurance for retiring employees.
- (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) Employees who take additional life insurance according to Paragraph (2) above are entitled to subscribe to group life insurance for their family as follows:

Coverage

Spouse	\$10,000.00
Children	
-Birth to age 6 months	\$ 1,000.00
-Age 6 months to 19 years	\$ 7,000.00
-Students 19-23 years	\$ 7,000.00

Cost of this coverage to the employee shall be \$2.84 per month, with the increased cost to the employee to be \$.16 from \$2.68 per month for the benefit levels provided herein. Any increase in cost will be the responsibility of the employee.

E If the City extends an option to the employees of this bargaining unit to choose to be covered by a Health maintenance Organization (HMO) Plan rather than the Blue Cross-Blue Shield Plan provided in the collective bargaining agreement, such an employees who chooses to be so covered will not be entitled to continue coverage under the Blue Cross-Blue Shield Plan as provided in the agreement. Provided, however, that should the cost of the HMO Plan either now or in the future be greater than the cost of the basic Blue Cross-Blue Shield Plan, the employee will be responsible for paying the difference through payroll deduction. Such employees will be advised of this proviso in writing along with the policy duration at the time of enrollment. The above option shall be available at the time such as employee first becomes eligible for medical coverage and during the annual open enrollment period. Once the option is made, such an employee must maintain his/her coverage under the plan selected until the next open enrollment period.

F. No Double Coverage:

It is expressly understood that the City's obligation to provide optical, health, and dental insurance under this agreement may be satisfied through family coverage extended to another City employee outside this bargaining unit or otherwise and that in such case both employees must be covered by the same insurance carrier.

G. Health Care Task Force:

The City and the AAPOA mutually agree to study cost containment measures as part of a task force commencing July, 2005 with the goal of making recommendations to the City by April, 2006. A minimum of two AAPOA members

will participate on the health care task force.

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

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

Section 7: Each sworn police officer covered by this Agreement shall receive the sum of One Thousand Two Hundred Dollars (\$1,200) each July 1 for the term of this Agreement as a clothing and equipment purchase and maintenance allowance annually. Fifty percent (50%) of said allowance shall be paid on or before July 20 of each year and fifty percent (50%) shall be paid on or before January 20 of each year. On or before August of each year, sworn police officers shall receive Two Hundred Fifty Dollars (\$250) as an equipment maintenance allowance to cover the maintenance expenses of both on and off duty equipment.

Section 8: Each Safety Services Dispatcher covered by the Agreement shall receive a uniform purchase and maintenance allowance of Eight Hundred Fifty Dollars (\$850) annually. Fifty percent (50%) of said allowance shall be paid on or before July 20 of each year and fifty percent (50%) shall be paid on or before January 20 of each year.

Section 9: If an employee quits or is discharged prior to receiving his/her clothing and

equipment purchase and maintenance allowance he/she shall not be entitled to any portion thereof.

ARTICLE 11 - HOLIDAYS

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

New Year=s Eve (1/2 day)
New Year's Day
Martin Luther King's Birthday
Presidents' Day
Good Friday (1/2 day)
Easter
Employee's Birthday
Memorial Day
July 4th
Labor Day
Veterans' Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day
Christmas Eve (1/2 day)

Patrol and Communications personnel on shift schedules will celebrate the holiday on actual day. The Chief will determine in advance the day to be celebrated as the holiday for all other personnel.

An employee who works both the calendar date and the designated date of a holiday shall receive holiday benefits only for the calendar date of the holiday.

Section 2:

- (a) In cases where an employee's assigned leave day falls on a holiday, he/she shall receive eight (8) hours of straight time compensation if he/she is working eight (8) hour shifts and ten (10) hours/of straight time compensation if he/she is working ten (10) hour shifts. For example, an employee who is working the ten (10) hour day when a holiday falls on his/her assigned leave day shall be compensated for fifty (50) hours for that week. An employee who is working the eight (8) hour day when a holiday falls on his/her assigned leave day shall be compensated for forty-eight (48) hours for that week.

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

Section 3: To qualify for holiday pay under this Article, an employee must be a regular full-time employee as of the time the holiday occurs and must have worked all of the scheduled hours he/she was scheduled to work the last day he/she was scheduled to work before the holiday and the next day following such holiday; except where the employee's absence on such day or days is due to the fact that such day or days occur during his/her regularly scheduled vacation, the employee is on a compensatory leave day, or the employee presents a reasonable excuse acceptable to management.

ARTICLE 12 - VACATION

Section 1: Employees, as of the anniversary date of their employment by the Employer, shall be eligible for vacation with pay according to the following schedule:

- (a) An employee who, as of the anniversary date of his/her employment, has completed one (1), but less than ten (10) years of continuous service with the Employer since his/her last hiring date, shall receive one hundred fifty (150) hours of vacation with pay. During the employee's probationary period, vacation time may not be used except with the express permission of the Chief.
- (b) An employee who, as of the anniversary date of his/her employment, has completed ten (10), but less than fifteen (15) years of continuous service with the Employer since his/her last hiring date, shall receive one hundred eighty (180) hours of vacation with pay.
- (c) An employee who, as of the anniversary date of his/her employment, has completed fifteen (15) or more years of continuous service with the Employer since his/her last hiring date shall receive two hundred ten (210) hours of vacation with pay.

Section 2: Employees shall accrue vacation for any given year, on the basis of accumulating one-twelfth (1/12) of their annual vacation, for which they qualify pursuant to Section 1 above, for each month in which said employee works eighty (80) or more hours for the Employer.

Section 3: An hour of vacation pay as provided for in Section 1 above shall equal the employee's annual salary at the time he/she takes his/her vacation divided by 2080.

Section 4: Subject to the constraints of Section 5 of this Article, an employee may to the extent of their unused vacation take one (1) vacation during a designated shift change period.

- (a) Employees may sign up for vacation at the beginning of a designated shift change period.
- (b) Vacations may be signed up for in whole week periods which start on a Sunday and run through a Saturday, except as provided in paragraph (h) of this section. The duration of any vacation during a designated shift change period may vary in duration except that from June 1 to August 31 no vacation

may be longer than four weeks without permission from the Chief.

- (c) Leave days will be assigned to vacation slots.
- (d) For purpose of vacation sign-up, no more than four employees may occupy one vacation slot in any shift change period.
- (e) Employees returning from vacation may be assigned different leave days for the remainder of the shift change period by the Employer.
- (f) It is understood and agreed between the City of Ann Arbor and the Ann Arbor Police Officers Association that the vacation schedule procedure in Article 12, Section 4 of this Agreement may be modified by the City to meet the needs of vacation peculiar to the Detective Division, Property Section and Staff Services.

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

- (f) It is understood and agreed between the City of Ann Arbor and the Ann Arbor Police Officers Association that the vacation schedule procedure in Article 12, Section 4 of this Agreement may be modified by the City to meet the needs of vacation peculiar to the Communications Section.
- (h) Non patrol officers may use vacation time in one-half (1/2) to four (4) day increments, after shift and vacation sign-up has taken place and according to procedures established by Management. It is understood and agreed between the City of Ann Arbor and the Ann Arbor Police Officers Association that a procedural order will incorporate the guidelines for implementation of the one-half (1/2) to four (4) day vacation procedure reached by the parties. It is further understood and agreed that this procedural order is subject to change by Management subject to the procedure contained in Article 18, Section 1.
- (i) Patrol officers may use vacation time in one (1) to four (4) day increments, after shift and vacation sign-up has taken place and according to procedures established by Management. It is understood and agreed between the City of Ann Arbor and the Ann Arbor Police Officers Association that a procedural

order will incorporate the guidelines for implementation of the one (1) to four (4) day vacation procedure reached by the parties. It is further understood and agreed that this procedural order is subject to change by Management subject to the procedure contained in Article 18, Section 1.

- (j) Patrol officers may use vacation time in the 1/2 day increments in conjunction with 1/2 day holidays.
- (k) Additional vacation time may be taken with the Employer's approval.

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

- (a) In the event an employee does not select a vacation period, when, according to his/her seniority his/her selection is offered, he/she shall be allowed to select a vacation period from the remaining available dates in his/her classification and on his/her shift.
- (b) If an employee is not on the shift or in the classification for which he/she had approved vacation leave at the time said leave is due, said leave shall be rescheduled on the shift and within the classification the employee then occupies; provided there is available vacation time on such shift in such classification. If the employee is transferred for the convenience of the Employer from one shift to another or to another job classification after said employee has selected his/her vacation leave dates, said dates shall be honored.

Section 6: Vacation time off shall be cumulative from year to year. However, no employee shall be allowed to accumulate more than two (2) times the annual vacation he/she is entitled to pursuant to Section 1 of this Article. For employees not on the department payroll as of January 1, 1982, vacation payout at retirement will not be included in final average compensation. For employees of the former Safety Services Dispatcher bargaining unit who were not on the department payroll as of June 30, 1982, vacation payout at retirement will not be included in final average compensation.

Section 7: If a regular payday falls during an employee's vacation and he/she is to be on

vacation for two (2) weeks or longer, he/she will be entitled to receive that check in advance before going on vacation. An employee must make a request to the City Finance Office for his/her check two (2) weeks before leaving if he/she desires to receive it in advance.

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

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

In the event a Safety Services Dispatcher is called back to work from his/her scheduled vacation or compensable time or personal leave time taken in conjunction with his/her scheduled vacation, he/she shall be compensated by returning to him/her, on a one (1) day for one (1) day ratio, those days lost due to the callback and by paying him/her at the rate of pay which would normally apply for the hours worked had he/she not been on vacation.

ARTICLE 13 - SICK LEAVE

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

Section 2: Employees covered by this Agreement shall accumulate eight (8) hours of sick leave for each completed month of service with a maximum accumulation of eleven hundred and ten (1110) hours. Employees who work less than a normal work shift, due to illness or injury, shall accumulate sick leave on a pro-rata basis. New employees on their date of hire shall have credited to them 96 hours sick time, however, they shall not accumulate additional sick time until after the completion of one year of service. If a new employee uses a portion of their advance accrual and then leaves City employment prior to when they normally would have acquired the amount used, the cash value of such excess usage will be deducted from their final payout.

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

- (a) In order to qualify for sick leave payments which involve the use of three (3) work days in any seven calendar day period, employees shall furnish a signed doctor's certificate upon return to duty if requested by the Chief.
- (b) An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or dismissal, depending upon the circumstances involved.
- (c) Given reasonable justification, the City has the right, at its expense, to order an employee to report to a City doctor at any time. The employee shall receive no additional compensation for the time that he/she is examined if the examination occurs during the employee's regularly scheduled work period. If the employee is ordered to be examined during time when they are not regularly scheduled to work, the employee will be compensated at the appropriate overtime rate unless sick leave abuse is suspected and verified.
- (d) Employees who are on sick leave must notify the Employer of their whereabouts.
- (e) An employee who calls in sick and is subsequently taken off the payroll because of a lack of accumulated sick time is subject to the following circumstances:

- (1) Such employee shall not qualify for overtime in each week such instances occur until they have completed 40 hours work in that week.
- (2) Employees will be subject to disciplinary action or dismissal depending on the circumstances.

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

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

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

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

Section 7: When an employee dies or retires under the Employer's Retirement Plan any unused accumulation, not to exceed eleven hundred and ten (1110) hours of paid sick leave, shall be paid to said retiring employee or his/her estate at the rate of pay applicable to the permanent classification held by the employee at the time of said death or retirement.

For employees not on the department payroll as of January 1, 1982, sick leave payout at retirement will not be included in final average compensation. For employees of the former Communications Operators unit not on the department payroll as of June 30, 1982, sick leave payout at retirement will not be included in final average compensation.

Section 8: At the end of each calendar year, an employee having accumulated less than one hundred and twenty (120) days accumulated sick leave, may elect to receive full payment in cash for one-third (1/3) of the unused sick time accumulated during that calendar year at the rate in effect on December 31st of such year. Such payment shall not be for less than one (1) day nor for more than four (4) days; and if the employee elects to receive a cash payment, he shall carry forward the remaining two-thirds (2/3) of his unused sick days; for example, if an employee has taken no sick days through the year and, therefore, has twelve (12) days accumulated, he may elect to receive four (4) days in cash and carry forward eight.

Section 9: An employee who has accumulated a total of nine hundred and sixty (960) hours of paid 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 nine hundred and sixty (960) hours accumulated at the rate in effect on December 31st of such year, and the remaining one-half (1/2) shall accumulate.

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

Section 10: Whenever sick leave payments are made under this Article, the employee's accumulated unused bank of sick leave credits shall have a corresponding amount of time deducted.

Section 11: If and when an employee quits or is discharged from his/her employment, any unused accumulation of paid sick leave shall be canceled.

Section 12: An employee eligible for sick leave with pay may use such sick leave, upon approval of the division or unit commander, for absence due to exposure to contagious diseases which could be communicated to other employees, or due to illness in the employee's immediate family living in the employee's household (which is limited to husbands, wives, children, and parents). Immediate family does not include in-laws. The City reserves the right to require an employee to bring in medical verification, at the employee's expense, of family illness or injury.

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

Section 13: When an employee has exhausted his/her accumulated paid sick leave credits, said employee may, at the discretion of the Chief, use accumulated paid vacation days or accumulated paid compensatory time to the extent of said employee's unused accumulated vacation or accumulated compensatory time as paid sick leave.

ARTICLE 14 - LONGEVITY

Section 1: Employees in the Association shall receive, upon the attainment of five (5) years of continuous service (employment) with the Ann Arbor Police Department, a longevity bonus payment of \$500.00. This longevity bonus payment will be an annual payment to all eligible employees following each employee's additionally one (1) year of continuous employment. The longevity bonus pay will be paid to each eligible employee during the month following the employee's employment anniversary (service) date.

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

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

ARTICLE 15 - WORK RELATED INJURY

Section 1:

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

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

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

ARTICLE 16 - SPECIAL CONFERENCES

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

- (a) Such meetings shall be held only as necessary and shall not become unreasonable in number.
- (b) Such meetings shall be attended by a maximum of three (3) Association representatives unless additional representatives are requested by the Chief.
- (c) There must be reasonable advance written notice of the desire to have such meeting, which notice must be accompanied by an agenda of the subjects the party serving such notice wishes to discuss. If both parties have subjects they wish to discuss, they shall exchange agenda.
- (d) Such special conferences shall be held during the working day. Employees shall be paid for all time necessarily lost from their regularly scheduled work while attending such conferences.

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

- (a) Such meetings shall be held only as necessary and shall not exceed one (1) per month.
- (b) Such meetings shall be attended by the Chief and/or his/her designated representative, two (2) members of the Association Executive Board chosen by the Chief Steward, and a representative of the City Administrator's Office.
- (c) There must be reasonable advance written notice of the desire to have such a meeting, which notice must be accompanied by an agenda of the subject the party serving such notice wishes to discuss. If both parties have subjects they wish to discuss, they shall exchange agenda.
- (d) Such special conferences shall be held during the working day. Employees

shall be paid for all time necessarily lost from their regularly scheduled work while attending such conferences.

- (e) The recommendations resulting from these program committee meetings shall be given strong consideration on matters of policy and procedure discussed therein.

ARTICLE 17 - DETECTIVE DIVISION

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

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

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

There shall be pay distinctions for the classification Detective as follows:

- (a) All officers permanently assigned to the Detective Division with less than two years cumulative time (inclusive of in-service training) in the Detective Division will be classified Detective I.
- (b) All officers with more than two years cumulative time (inclusive of in-service training) in the Detective Division will be classified Detective II.
- (c) All officers permanently assigned to the Detective Division after 5 years will be classified Detective III.

Section 3: An officer assigned to L.A.W.N.E.T. or the Special Investigations Unit (S.I.U.) performing investigative duties shall be paid according to the schedule outlined in Appendix A. Selections for L.A.W.N.E.T. shall be made in accordance with Section 11 of Article 7.

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

- (a) All traveling prisoner pick-ups, etc., will be done on paid work time; however, no officer will be required to work more than twelve (12) hours in one (1) day (including regular work time and traveling time.)
- (b) The investigator in charge of the case involved will be afforded the opportunity to go on the extradition or prisoner pick-up.

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

Section 5: Management shall have the authority to designate the amount of time that an individual officer may serve in certain designated Detective positions. This authority, however, is limited to a maximum of 25% of the non-supervisory Detective positions and the length of time an officer may serve in a designated position is limited to three years.

ARTICLE 18 - GENERAL

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

- (a) A copy of said special order, general order, rule, regulation or training bulletin shall be provided to the Association one week prior to publication. The Association will have the opportunity to discuss desired changes with the Chief or his/her designee prior to publication as long as the request is made in a timely manner.
- (b) Officers may request that a copy of each General Order, Policy and Procedure Order, Rule and Regulation be issued to them. Officers requesting a copy may be required to sign for them.

Officers who do not request a copy of each order shall be afforded an opportunity to review all new orders, rules and regulations. It is understood and agreed between the City of Ann Arbor and the AAPOA that a procedural order will be developed that will incorporate the guidelines for implementation of this procedure. It is also understood and agreed that this order is subject to change by management subject to the procedure outlined in Section 1 above.

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

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

Section 3: The Association recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontract shall not be used for the purpose or intention of undermining the

Association nor to discriminate against any of its members.

Section 4: The Employer agrees to recognize, as a permanent advisory board, the Uniform Board. The Board will be composed of two (2) representatives from each of the 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 Police uniform. The Police Department will consult with the Uniform Board prior to making any changes in the Police uniform except during emergencies. Board members will solicit input from officers impacted by proposed changes to specialty uniforms; e.g., bike officers, motorcycle officers, etc. Meetings of this committee will be held at least twice a year in the months of January and July. It is understood by both parties to this Agreement that this Board is advisory only and the final decision in all cases rests with the Police Chief.

Section 5: The Employer reserves the right to suspend or discharge employees who are not physically/psychologically/psychiatrically fit to perform their duties in a satisfactory manner. Such action shall only be taken if a physical/psychological/psychiatric examination performed by a medical doctor/psychologist/psychiatrist of the Employer's choice at the Employer's expense reveals such unfitness. When an employee is ordered to submit to a fitness for duty physical/psychological/psychiatrist examination under this section of the contract, the employee is required to sign the medical release form which allows the medical doctor/psychologist/psychiatrist to send the report of the findings to the Chief of Police. If the employee disagrees with such doctor's psychologist/psychiatrist findings, then the employee at his/her own expense may obtain an examination from a medical doctor/psychologist /psychiatrist of his/her choice. Should there be a conflict in the findings of the two (2) doctors/psychologists/psychiatrists then a third doctor/psychologist/psychiatrist mutually satisfactory to the Employer and the Association shall give the employee physical psychological/psychiatric examination. The fee charged by the third doctor/psychologist /psychiatrist shall be paid by the Employer, and his/her findings shall be binding on the employee, Employer and the Association. In the event an employee's seniority is terminated pursuant to this Article, he/she shall be afforded the opportunity to apply for, and the Employer will attempt to place him in, a position with another department with the Employer and, if he/she is employed by another department, he/she shall retain all accrued benefits.

- (a) This section shall not preclude the Chief from assigning an employee to light or limited duty if there is available work which the employee can perform without displacing another employee.

Section 6: The Employer shall make reasonable provisions for the safety and health of the employees during the hours of their employment and shall endeavor to maintain its equipment in safe operating condition and equipped with safety appliances prescribed by law. The Employer shall furnish such protective devices and/or equipment as it deems necessary to properly safeguard the health of the employees and protect them from injury.

- (a) Every employee shall faithfully observe all safety rules and shall use such safety devices and/or equipment as is required thereby. Any infraction of any safety rule or failure to use such safety devices or equipment may subject the employee to disciplinary action and in case of flagrant or serious violation, to dismissal.
- (b) In the event an officer believes that his/her assigned vehicle is unsafe for use during his/her tour of duty, he/she shall return it to the station. If his/her immediate supervisor agrees with the officer, the vehicle shall be tagged and parked. Except for emergency situations, such vehicle shall remain parked until either cleared by the Employer's mechanics as being safe for road service, or released by the Chief or his/her designated representative in writing. It is understood and agreed that the vehicles will, at all times, be maintained in a state of general repair and will be mechanically functional. If it is determined by the employee and his/her shift supervisor that an assigned patrol vehicle is in violation of this Section, the vehicle will be deadlined and will not be used until repairs are completed.
- (c) All marked police vehicles purchased by the City and used for patrol will have full police package and no more than ten thousand (10,000) miles. If Investigative Division vehicles are purchased from an outside source, they will not have more than twenty-five thousand (25,000) miles at the time of purchase. When any patrol or Investigative Division vehicle registers more than fifty-five thousand (55,000) miles and again at sixty-five thousand (65,000) miles, the Department shall cause such vehicle to undergo an inspection. Upon inspection of the vehicle and upon certification by the City Garage Director that the vehicle is safe and cost effective to remain in use, it will be returned to the street but will not be driven more than six (6) years or eighty thousand (80,000) miles, whichever comes first.
- (d) The Association shall have a representative of their own choosing on the City Safety Committee. The Chief Steward will appoint three (3) members to an Association Safety Committee. This Committee will be responsible for reviewing all equipment, departmental procedures and policy, that are related to the safety of the employee. This committee may make recommendations to the Chief at committee meetings or at other times as they deem necessary.

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

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

Section 8: Any employee involved in a motor vehicle accident in which he/she is at fault may be disciplined in a manner commensurate with the severity of the accident utilizing the internal personnel complaint procedure. If an employee is disciplined such discipline shall normally be designed to improve the officer's driving ability.

- (a) If a personnel complaint is to be initiated, it shall be served on the Association within seven (7) days of the accident where the employee was at fault.
- (b) Any employee involved in a motor vehicle accident in which he/she was not at fault shall not be disciplined.
- (c) Any employee 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.

Section 9: The Employer shall not allow anyone, with the exception of the Chief, Deputy Chiefs, Chief's Office Administrator, Professional Standards Lieutenant and Staff Sergeant, the City Administrator, City Human Resources Director, or Assistant City Administrator, the City Attorney, or Assistant City Attorneys to read, view, have a copy of, or in any way peruse a member's personnel file, which is kept by the Police Department. This language does not prohibit the above individuals from making official reports regarding information contained therein. Any member may inspect his/her own file in the presence of the Chief or his/her designee, with the exception of the background investigation reports, anytime between 8:00 a.m. and 5:00 p.m., Monday through Friday upon request to the office of the Chief.

Section 10: Except as provided in this section, the Employer will indemnify and defend employees in connection with liability claims arising out of the performance of the employee's police duties. Indemnification and defense will not be provided for claims arising out of the employee's own willful misconduct or gross negligence or where the employee fails to cooperate and assist in the employee's defense. Indemnification and defense for activities outside the City limits will only be provided in connection with claims arising out of activities wherein the employee is on duty as a police officer.

Section 11: Retirement benefits shall be in accordance with the applicable terms of Chapter 18 of Ann Arbor City Code in effect as of the date of this agreement except for the changes specifically provided for in this agreement. (See Appendix B)

Section 12: The Employer shall provide well balanced meals during emergency conditions

or where employees are confined, during their tour of duty, due to the nature of their job assignment.

Section 13: A sworn officer will not be prohibited from being deputized by the Sheriff in Washtenaw County.

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

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

Section 15: The City agrees that, insofar as manpower allows, during the period between 11 p.m. and 6 a.m., all Ann Arbor Police "marked patrol" units shall be manned by two (2) officers. In no instance shall any officer in such units be required to ride alone during the above mentioned hours for any reason other than shortage of manpower, or "emergency conditions" as defined in Article 1, #10.

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

Section 17:

- (a) Only departmentally approved ammunition will be utilized by the employee in any weapon carried while on or off duty. Ammunition for all authorized weapons will be supplied by the Department.
- (b) Officers will be allowed to carry a second weapon on duty provided:
 - (1) For officers hired prior to January 1, 1994, the second weapon on duty is a .38 cal. or .357 cal. S & W any model, five (5) or six (6) shot revolver, with a barrel length of at least 2", but no more than 4", or Sig Models P225 and P239 9mm, P230 and P232.380. Future approvals for second weapons will be restricted to those models compatible to the primary weapon.

For those officers hired prior to January 1, 1994, who are currently

approved to carry a revolver, a second weapon on duty will be restricted to those models compatible to the primary weapon (Sig Sauer).

Any officer who is currently approved to carry a revolver will lose his/her eligibility if he/she voluntarily removes the revolver from the Department Control Sheet and fails to replace it with another within one (1) year.

- (2) All officers hired after January 1, 1994, will be restricted to the use of the Sig Model 225 and 239 9mm or the Sig Model P230 and P232 in .380 caliber as a second weapon on duty.
 - (3) It must be purchased by the employee.
 - (4) The weapon will be inspected before it is carried.
 - (5) The make, model, and serial number will be given to the Property Control Officer before it is carried.
 - (6) Officers will produce their weapon for inspection upon request of a command officer.
 - (7) Officers will be required to qualify with a second weapon according to Department procedures.
- (c) With respect to off-duty weapons:
- (1) For officers hired prior to January 1, 1994, they may carry while off duty, in lieu of their primary duty weapon, any weapon authorized as a second weapons provided for above.
 - (2) For officers hired after January 1, 1994, they may carry while off duty, in lieu of their primary duty weapon, only those weapons authorized as second weapons provided for above.
- (d) With respect to primary duty weapons:
- (1) The Department will issue new employees either a Sig Sauer Model 226 or 228.
 - (2) Effective July 1, 1997, there will be no future approvals for personally owned primary duty weapons for any employee within the AAPOA bargaining unit.
 - (3) The Department Armorer will inspect, maintain, and repair all primary

duty weapons.

Section 18: The Employer shall provide parking spaces within a reasonable distance from the police station for the use of employees. The parking structure at Fourth and Williams Street shall be considered as falling within the term "reasonable distance." Provided however, as new parking structures are completed within a closer radius to the police station than the Williams structure, the City will provide parking spaces for the use of employees at one or another of such structures (excluding the Fourth and Washington structure). The changes in this clause shall become effective on April 1, 1985.

Section 19: The Employer agrees to reimburse employees, on a pro-rata basis according to condition and age, for the reasonable value of necessary personal articles such as eye glasses, wrist watches, etc. which are damaged in the line of duty not through the negligence of the employee. The City will establish a schedule of maximum reasonable values of articles for which reimbursement may be made. The damaged article shall become the property of the City following the reimbursement. In the event that an employee receives compensation from his/her insurance company or from any third party for any damaged item, this section shall not apply. It is understood and agreed between the City of Ann Arbor and the Ann Arbor Police Officers' Association that the maximum amount that the City will pay an employee for a lost or damaged watch under Article 18, Section 19 shall be seventy-five dollars (\$75) and for lost or damaged eyeglasses two hundred and fifty dollars (\$250). This is not meant to exclude other personal articles damaged in the line of duty.

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

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

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

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

Section 24: 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 Association.

Section 25: Reclassification. The Employer reserves the right to reclassify existing positions involving Safety Services Dispatchers based on assigned 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/her respective job classification. It is understood and agreed that such reclassification shall not be arbitrary or capricious.

Section 26: 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 Credit Union so designated by the employee. 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/she 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.

Section 27: This provision is to affirm the City's intent to offer the Safety Services Dispatchers the opportunity to attend, with pay, job-related classes, seminars, and special training with approved by the Chief of Police or his/her designee.

Section 28: Should the Michigan Commission on Law Enforcement Standards (M.C.O.L.E.S.) institute a fee for police officer certification or recertification, said fee will be paid in its entirety by the Employer.

ARTICLE 19 - SENIOR OFFICER

Section 1: Effective July 1, 1995, qualified officers will be eligible to apply for the position of Senior Officer I and Senior Officer II. Qualifications for each position are listed below. Officers who qualify for Senior Officer status will be paid at the appropriate premium rate of pay as outlined in Appendix A. Once qualified, officers will continue to hold their status until such time as they fail to meet any of the qualifications of the position.

Section 2: - Senior Officer I.

A Senior Officer I shall be defined as a sworn officer who is not classified as a Detective who meets the following criteria:

- (1) Eight (8) years or more of continuous service with the Department.
- (2) Achieves a rating which averages "Meets Standards" or "Meet Expectations", or higher, on the Department's personnel evaluation for the previous two (2) evaluation periods.

Section 3: - Senior Officer II

A Senior Officer II shall be defined as a sworn officer who is not classified as a Detective who meets the following criteria:

- (1) Thirteen (13) years or more of continuous service with the Department.
- (2) To initially qualify for Senior Officer II status, must pass the Department's annual Incentive Selection Written Test with a score of 80 or better. Once the officer has initially qualified for Senior Officer II, he/she is not required to take the test in subsequent years to maintain Senior Officer II status. However, if the officer chooses to take the incentive selection test in subsequent years to have a score for inclusion in the incentive selection process and scores below 80, he/she will return to Senior Officer I.
- (3) Achieve a rating which averages "Meets Standards" or "Meets Expectations" or higher on the Department's personnel evaluations for the previous two (2) evaluation periods.
- (4) An officer must work in one of the permanent positions listed below on more than an in-service training basis and be qualified to work in a minimum of two additional specialized or permanent positions or if not assigned to a permanent position be qualified to work in a minimum of three permanent or specialized positions.

QUALIFYING SPECIALTY ASSIGNMENTS INCLUDE

Permanent Positions

Property
Training Officer
High School Liaison
Traffic Officer
Court Officer
K-9 Officer
Community Affairs

Specialized Positions

Communications Dispatcher (800 MHz trained only)
Special Investigations Unit, Detective Bureau trained, and/or LAWNET Qualified
Motorcycle or Bicycle Certified
Special Tactics Unit or Hostage Negotiator
Field Training Officer
Advanced Accident Investigator
Certified Training Instructors - Firearms - First Aid -Precision Driving - PPCT -
Radar, and/or Certified Mountain Bike
DARE
Administrative Services Officer
Crime Prevention
District Coordinator
Specialized Beat Patrol: Downtown, State Street, AATA, S.E. Neighborhood
Certified Physical Fitness Expert
Court Officer qualified, Property Officer qualified
Training Officer qualified

Permanent or specialized positions may be added to, or deleted from, the above lists with the approval of the Chief of Police. Should the Chief of Police delete a permanent or specialized position, the Senior Officer II status of the personnel occupying said position will not be adversely affected. Should a Senior Officer II voluntarily resign from a permanent or specialized position; or be removed due to poor performance, inability to meet position qualifications, or for disciplinary reasons, he/she will be returned to Senior Officer I status, if by virtue of his/her resignation or removal, he/she no longer meets qualification (4) above.

ARTICLE 20 - DURATION OF AGREEMENT

This AGREEMENT shall become effective as of July 1, 2002 and shall remain in full force and effect until the 30th day of June, 2006, and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement, or unless the Association exercises its right to reopen this agreement under the terms listed in Appendix E.

EMPLOYER

UNION

CITY OF ANN ARBOR

ANN ARBOR POLICE OFFICERS
ASSOCIATION

By _____
John Hefjte, Mayor

William T. Stanford, President

By _____
Jacqueline M. Beaudry, City Clerk

David Monroe, VP Bargaining

Approved as to Substance:

Roger Fraser, City Administrator

Greg O'Dell, Interim Police Chief

Approved as to Form:

Stephen Postema, City Attorney

APPENDIX A - Premium Pay Grades

Grade

57 (+14%)	Detective II (if employed on 11/16/87)
58 (17%)	Detective II with educational premium (if employed on 11/16/87)
59 (+6%)	Detective III (if employed as Detective II on 11/16/87)
60	Detective III with educational premium (if employed as Detective II on 11/16/87)
61	Police Officer
62 (+3%)	Police Officer with educational premium (bachelor's degree from an accredited college or university and one year of continuous service? Or Senior Officer
63 (+5%)	Detective I, L.A.W.N.E.T, Senior Officer II
64 (+6%)	Senior Officer I with education premium
65 (+8%)	Detective I, L.A.W.N.E.T., Senior Officer II with educational premium
66 (+10%)	Detective II, L.A.W.N.E.T. (after two years of service)
67 (+13%)	Detective II, L.A.W.N.E.T. (after two years of service) with educational premium
68	Detective III (if employed after 11-16-87) (5% above Detective II)
69	Detective III with educational premium (if employed after 11-16-87) (5% above Detective II with educational premium)

APPENDIX B - Pension Changes

The 1987-88 pension-related litigation identified as (AAA No. 54 39 1550 87: Washtenaw County Circuit Court No. 88-35474-CL; Court of Appeals No. 114034) between the Union and City was resolved as follows:

- (1) The Union agreed to dismiss with prejudice its grievance, AAA Case No. 54 39 1550 87, and the City agreed to dismiss with prejudice its pending appeal in Washtenaw County Circuit Court No. 88 35474-CL; Court of Appeals No. 114034.
- (2) The City agreed to pay \$3,410 to the firm of Sachs, Nunn, Kates, Kadusin, O'Hare, Helveston & Waldman, P. C. in connection with the services it rendered to the plaintiffs in Case No. 88-35474-CL in the Washtenaw County Circuit Court.
- (3) The parties agreed that if the Board of Trustees of the City of Ann Arbor Retirement System determines to cease making payments from the Insurance Benefit Fund provided for by Section 1:582 of the Ann Arbor City Code, a meeting of the parties shall take place to discuss the situation presented. Such action of the pension board shall in no way diminish the obligation of the City to provide the increased pension benefits included hereinafter nor would such action interfere with the obligations of the City to provide the current level of health care benefits and current pension benefits to retirees and current members.
- (4) The Police Officers contract provides that the current rules of retirement of "non-covered" employees at the time the agreement was entered into, including those which provided for regular retirement at age 55 with 10 years of service and early retirement at age 50 with 20 years of service with a .4% reduction for each month retirement precedes age 55 would remain in effect through June 29, 1991.
- (5) The Police Officers contract also provides that effective June 30, 1991, Police Department employees defined as "non-covered" in Chapter 18 of the Ann Arbor City Code, shall be entitled to full retirement at age 55 with 10 years of service or at age 50 with 25 years of service. Early retirement shall be allowed at age 50 with 20 years of service. The early retirement reduction shall be 0.4% for each month by which retirement precedes the earlier of age 55 or the age at which the employee would have had 25 years of service.
- (6) The Communications Operators agreement provides that the current rules of retirement of "covered" employees at the time the agreement was entered into, including those which provided regular retirement at age 60 with 10 years of service and early retirement at age 55 with 20 years of service with a .4% reduction for each month retirement precedes age 60 would remain in effect through June 29, 1991.

- (7) The Communications Operators agreement also provides that effective June 30, 1991, Police Department employees defined as "covered" in Chapter 18 of the Ann Arbor City Code, shall be entitled to full retirement at age 60 with 10 years of service or age 55 to 60 with 25 years of service. Such an employee may then retire early with 20 years of service but not prior to age 50. The early retirement reduction factor will remain at .4% for each month or fraction of a month that they retire prior to their regular retirement date.
- (8) It was further agreed that employees with a birth date on or before December 31, 1936 who were eligible to retire before June 30, 1991 could elect to have payments for unused sick leave, compensatory time or vacation paid out in a lump sum or in five (5) equal annual payments commencing with the date of the retirement plus interest on the unpaid balance on the first anniversary date of retirement at a rate of interest based upon the latest one year average Government "T" Bill auction rate preceding the interest payment. Effective July 1, 1989 the five (5) installment payout program was made mandatory for all employees except those with a birthday on or before December 31, 1936 who were eligible to retire before June 30, 1991. Whether or not such payouts were made in five (5) installments, the total amount of such payouts not including interest was to be used to calculate final average compensation for pension purposes for employees hired on or before January 1, 1982. "Non-covered" employees hired after January 1, 1982 and "covered" employees hired after June 30, 1982, continue to be entitled to payments of accumulated banks at retirement although such payments are not included in final average compensation. It is hereby understood and agreed between the City of Ann Arbor and the Ann Arbor Police Officers Association that payments to retiring employees under this subsection will be made in the following manner: The 5% pension contribution of the affected retiring employees will be made "Up front." The five checks will be calculated in such a manner that the net amount being paid exclusive of interest will be approximately the same based upon applicable tax rates at the time of retirement. The actual checks will differ in years 2 through 5 based on interest earned and any changes in tax rates.
- (9) The parties agreed that for "Non-covered" employees hired on or before January 1, 1982 and "covered" employees hired on or before June 30, 1982, except as the parties may otherwise agree, from the date of the agreement until the date of each such employee's retirement from the Police Department, neither party shall alter, attempt to alter, add to or attempt to add to through negotiation, arbitration or court of administration action, the retirement formula, the age and years of service requirements, other than what is provided in this agreement, the fact that sick leave, compensatory time and vacation are included in final average compensation, nor any current provision of Chapter 18 of the Ann Arbor City Code. The rate of accumulation of sick leave, compensatory time, vacation time and all other proper subjects of bargaining not specifically excluded by the terms of this agreement will

be open for negotiations upon the expiration of this agreement after June 30, 1991.

- (10) The parties agreed that for "non-covered" employees hired after January 1, 1982 and before August 1, 1989, and "covered" employees hired after June 30, 1982 and before July 1, 1989, except as the parties may otherwise agree, from the date of the 1989 agreements until the date of each such employee's retirement from the Police Department, neither party shall alter, attempt to alter, add to or attempt to add to through negotiation, arbitration or court or administration action, the retirement formula or the age and years of service requirements, other than what is provided in this agreement, nor any current provision of Chapter 18 of the Ann Arbor City Code. It was also agreed that the rate of accumulation of sick leave, compensatory time, vacation time and all other proper subjects of bargaining not specifically excluded by the terms of this agreement would be open for negotiations upon the expiration of those agreements after June 30, 1991.

**APPENDIX C - Health Insurance Cost Containment Waiver Program
Effective July 1, 2005**

This program is offered in accordance with City policy and is in effect as specified here until it is changed, amended or discontinued by the City.

1. Waiver and Amount of Payment: Employees may waive the City health care coverage provided under this agreement during Open Enrollment or within 30 days of a “life event” by notifying the Benefits Staff at the Human Resources Department, and signing the Health Care Coverage Waiver Form. In return, eligible employees will receive a \$2000 cash payment for every Plan Year in which they elect not to participate in the City's health care programs. (\$1800 for medical, \$150 for dental and \$50 for vision coverage)
2. Payment Schedule: Cash payments will consist of four equal payments as follows:

Payment 1:	July-September	1st Pay in October
Payment 2:	October-December	1st Pay in January
Payment 3:	January-March	1st Pay in April
Payment 4:	April-June	1st Pay in July

If an employee enters the program during one of the above quarters, the quarterly payment will be prorated by month and will be paid according to the above schedule. Payments will be made for full months only. Payments will be made after each complete quarter in which the employee does not participate in the City's health care programs, as described above.

3. Eligibility: Employees are not eligible if enrolled as a dependent in the City's program through a current active employee or retiree. To take advantage of this cost containment program, employees must meet the following criteria:
 - (a) The employee must show written proof of health insurance coverage elsewhere. A valid insurance carrier identification card would meet this criterion.
 - (b) Employees whose spouses are City employees or retirees under the City health care coverage are not eligible for this program.
 - (c) Employees must complete and submit a Health Care Coverage Waiver Form to the Benefits Staff.

- (d) Employees must be actively employed on the last day of the calendar quarter to be eligible for the payment.

4. Re-Entry into the City's Health Insurance Programs:

Employees who have elected not to participate in the City's health care coverage programs may re-enter the City's programs only during the annual Open Enrollment period or if the employee loses their coverage under the alternate arrangement. The employee must provide written proof of the loss within 30 days from the date of the loss. If a waiver payment has been made to an employee by the City for a period in which they re-enter coverage under the City's programs, it is understood that the employee will repay the City the amount paid for the period. If an employee's spouse has experienced a complete nonvoluntary termination of health benefits elsewhere, upon proof of loss, presented to the Benefits Staff, such coverage shall be restored immediately.

5. Termination of the Program: The City reserves the right to terminate this program at any time. In the event of a termination, the program will officially expire at the end of the current fiscal year.

APPENDIX D - Summary of Dental Plan Benefits

Class I Benefits – Plan Pays 75%
Diagnostic and Preventative Services – Used to diagnose and/or prevent dental abnormalities or disease (includes exams, cleanings and fluoride treatments)
Emergency Palliative Treatment – Used to temporarily relieve pain
Radiographs – X-rays
Class II Benefits – Plan Pays 75%
Oral Surgery Services – Extraction and dental surgery, including preoperative and postoperative care
Endodontic Services – Used to treat teeth with disease or damaged nerves (for example, root canals)
Periodontic Services – Used to treat disease of the gums and supporting structures of the teeth
Relines and Repairs – Relines and repairs to bridges and dentures
Minor Restorative Services – Used to repair teeth damaged by disease or injury (for example, fillings)
Major Restorative Services – Used when teeth can't be restored with another filling material (for example, crowns)
Class III Benefits – Plan Pays 50%
Prosthetic Services – Used to replace missing natural teeth (for example, bridges and dentures)
Class IV Benefits – Plan Pays 50%
Orthodontic Services (to age 19) – Used to correct malposed teeth and/or facial bones (for example, braces)

Maximum Contract Benefit

\$2,000 per person total per benefit year on Class I, Class II and Class III Benefits. Payment for Class IV Benefits will not exceed a lifetime maximum of \$2,000 per eligible person.

Waiting Period

Employees eligible for dental benefits are covered following six (6) months of continuous employment.

Enrollment

Where two subscribers are eligible under the same group, and are legally married to each other, they shall be enrolled under one subscriber and shall receive benefits under one contract without coordination of benefits under this dental contract.

APPENDIX E – Agreement Reopener

- (1) During the term of this agreement, the Association shall have the right to re-open the agreement by written notice not less than thirty (30) days nor more than sixty (60) days following the implementation of any of the three listed possible operational changes made by the Police Department, for the sole purpose of bargaining over the effects of such changes as to wages, hours, and working conditions upon bargaining unit employees within the classifications of Communications Operator and Telecommunicator:
 - (a) Consolidated police and fire dispatch going into effect, or
 - (b) CAD (computer aided dispatch) being adopted, or
 - (c) The expansion of the work load with dispatch work from beyond the city limits.
- (2) Should the Association fail to give timely notice of re-opening as hereinbefore provided, this Agreement shall continue in full force and effect without change until its termination as provided in Article 20 of this Agreement.
- (3) It is specifically understood and agreed by the parties that in the event of a timely reopening of this Agreement, only those provisions of the Agreement which are applicable to bargaining unit employees within the classifications of Communications Operator and Telecommunicator and which are directly affected by the above three listed possible operational changes shall be subjects of discussion and neither side shall make proposals of revision of any other Agreement article, clause, section, Appendix, attachment or understanding, and if made such proposal shall not be a subject of bargaining nor shall any agreement in any such prohibited area be binding on any party notwithstanding anything now contained in this Agreement, or which may hereafter be added to this Agreement during its term.

MEMORANDUM OF UNDERSTANDING - One-Time Lump Sum Payment

It is hereby understood and agreed between the City of Ann Arbor and the Ann Arbor Police Officers Association that one-time lump sum payments shall be provided, solely and exclusively, to the employees in the AAPOA bargaining unit. The payment schedule for one-time lump sum payment is as follows:

July 1, 2004 \$500.00, issued pay period following ratification
July 1, 2005 \$500.00, issued first pay period July 2005

Employees who have retired since July 1, 2002 shall receive retro wage adjustments and pension recalculation if necessary.

CITY OF ANN ARBOR

ANN ARBOR POLICE OFFICERS
ASSOCIATION

Roger Fraser, City Administrator

William T. Stanford, President

Date

Date

MEMORANDUM OF UNDERSTANDING - RE Appendix B

**MEMORANDUM OF UNDERSTANDING - Combined Police Officer and
Communications Operator Contract**

MEMORANDUM OF UNDERSTANDING - Combined Dispatch

APPENDIX F - AAPOA WAGE SCHEDULE

APPENDIX G - POLICE COMMUNICATIONS UNIT SALARY SCHEDULE

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