

COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2005 TO JUNE 30, 2009

CITY OF ANN ARBOR

AND

ANN ARBOR POLICE OFFICERS ASSOCIATION

FOR

COMMUNITY SERVICES ASSISTANTS

AND

PROFESSIONAL SERVICES ASSISTANTS

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## **AGREEMENT**

THIS AGREEMENT, made and entered into this 1st day of October, 2007 by and between the City of Ann Arbor, a Michigan Municipal Corporation, party of the first part, and hereinafter termed the Employer, and the Police Officers of Michigan, party of the second part, hereinafter called the Association for the Unit of Community Services Assistants, and Professional Services Assistants.

### **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 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 and cooperative 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 the Agreement.

## **ARTICLE 1 - DEFINITIONS**

- A. "Association" means the Ann Arbor Police Officers Association.
- B. "Department" means the Ann Arbor Police Department.
- C. "Employer" and/or "City" means the City of Ann Arbor.
- D. "Chief" means the Chief of the Ann Arbor Police Department.
- E. "Immediate Supervisor" means the immediate supervising officer of the employee.
- F. "Division Commander" means the officer in charge of any division.
- G. "Notice to Association" means a written interoffice memorandum addressed and forwarded to the President of the Association.
- H. "Employee" means any non-supervisory, non-sworn Police Community Services Assistant or Professional Services Assistants of the Ann Arbor Police Department.
- I. "Executive Board" means the eight (8) elected stewards of the Association and the (8) elected officers of the Association as defined in the Association's By-laws.
- J. "Steward" means any of the agents of the Association recognized as "Executive Board" members.
- K. "Emergency Conditions" means an unforeseen combination of circumstances or the resulting state that calls for immediate action.

## **ARTICLE 2 - RECOGNITION**

Section A: 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 Ann Arbor Police Officers Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the unit of Community Service Assistants, and Professional Services Assistants

Section B: 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 C: The Employer and the Association agree that for the duration of this agreement neither shall discriminate against any employee because of actual or perceived race, color, religion, national origin, sex, age, height, weight, condition of pregnancy, marital status, physical or mental limitations, source of income, family responsibilities, educational association, sexual orientation, gender identity or HIV status sworn or non-sworn status, 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 non-membership in the Association.

Section D: 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. 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 E: 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 thirty-one (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.

- 1) It is understood and agreed between the Employer and the Association that this article and section 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.
- 2) 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 F: The Employer agrees to deduct from the regular monthly dues or representation fees in 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.

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

Section B: 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 C: 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 steward.

STEP 2. If the matter is not satisfactorily settled in Step One, the aggrieved employee shall report such grievances 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 Division Commander or his/her designee in an attempt to resolve the grievance. This discussion shall be had within 14 calendar days of receipt of the grievance by the Steward and a written answer rendered by the supervisor 14 calendar days after said discussion with a copy of the 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 14 calendar 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 14 calendar 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 the aggrieved member. The Division Commander shall render a written answer within 14 calendar days of the meeting.

STEP 4. If the grievance is not satisfactorily settled in Step 3, the Chief Steward or his/her designee (designee must be an Executive Board member), may appeal to the Chief of Police within 14 calendar days of the Step Three decision. Within fourteen (14) calendar 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 14 calendar 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 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 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 cases, 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 thirty (30) calendar days after receipt of the Fifth Step answer. If the parties are unable to agree as to an arbitrator, the grievance shall be submitted to arbitration through the American Arbitration Association in accordance with its voluntary labor arbitrating rules provided such submission is made in writing within thirty (30) 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 D: If a grievance is submitted to an arbitrator by the City Administrator under Step Five, the City shall pay the arbitrator's fee. If a grievance is submitted to an arbitrator by an employee under Step Six, the expenses and fees of arbitration shall be shared equally by the Employer and the Association.

Section E: 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 F: 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 Union by written appeal within the proper time limit after the answer is due.

Section G: The Employer shall not refuse to meet with representatives of the Association in an attempt to resolve alleged violation of this Agreement in accordance with the steps outlined herein.

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

## ARTICLE 4 - STEWARDS

Section A: The Employer recognizes the right of the Association to designate a CSA Steward and a PSA Steward from the members of this bargaining unit. Once the Stewards are selected, their names will be submitted to the Police Chief, to the Human Resources Department and to the City's Labor Relations Unit for their information.

Section B: The authority of the Stewards so designated by the Association shall be limited to and shall not exceed the following duties:

- 1) The investigation and presentation of grievances in accordance with the provisions of the Grievance Procedure.
- 2) The transmission of such messages and information which shall originate with, and are authorized by, the Association, or its officers, provided, such messages and information:
  - a. Have been reduced to writing, or
  - b. If not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the work of the Police Department.
- 3) The Steward shall be permitted reasonable time to investigate, present and process grievances on the premises of the Police Department without loss of time or pay during his/her regular working hours. Such time spent in handling a grievance during the Stewards regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward. It is understood that only one Steward shall be allowed to present and process a particular grievance. However, if the Steward handling a particular grievance is absent, another Association Steward can substitute for him/her. Furthermore, the Association's Chief Steward will be allowed to attend grievance hearings in accordance with the grievance procedure.
- 4) Bulletin and Orders. A copy of any other, general order, rule, regulation or training bulletin shall be made available to the Steward for the Association.

Section C: Unit Bargaining Committee: Four (4) 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 the normal regularly scheduled work day will be granted straight time compensatory time for hours spent bargaining with the City. The Bargaining Committee shall consist of a

maximum of two (2) employees from this unit of the Association and two (2) employees from the police officers unit of the Association, excluding non-employee representatives.

## **ARTICLE 5 - DISCIPLINE AND DISCHARGE**

Section A: 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. 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 B: The supervisor, after notifying the employee of the complaint or accusation in accordance with Section A 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) calendar days or if the employee was relieved of duty in accordance with Section D 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 allegation 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) calendar days, the supervisor will notify the employee and tell him/her why it is being delayed.

Exceptions to this notification procedure outlined in Sections A & B 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 C: 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) calendar days following the day the Division Commander has received the completed investigation from the investigating supervisor.

Section D: In severe cases where it is necessary for the Employer to relieve the employee of duty, the employee shall be informed of the reason for his/her 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.

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 period.

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

- 1) 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.
- 2) 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.

- 3) 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.
- 4) 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 F: If the employee is not satisfied with the Division Commander's decision on discipline, he/she may appeal said decision to the Chief of Police; provided a written appeal is presented to the Chief within 14 calendar days after the Division Commander makes his/her decision. The Chief, or his/her designee, 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 14 calendar days of receipt of the appeal.

Section G: 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 14 calendar days after receipt by the employee of the written decision of the Chief. The City Administrator will review the complaint or allegation, charges, investigation, and disciplinary decision, and 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 14 calendar days of receipt of the appeal.

Section H: 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 expense and fees of arbitration shall be shared equally by the Employer and the Association.

Section I: Verbal reprimands shall be exempt from the provisions of this article, except as provided in Section J below.

Section J: 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 E of this article, the following will apply: The Employer may issue a verbal warning or reprimand to the employee.



## **ARTICLE 6 - STRIKES AND LOCKOUTS**

Section A: 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, slow-down, strike, or any other concerted activity which interferes with the operation of the Employer. The Employer agrees that during the same period there will be no lockouts.

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

## ARTICLE 7 - SENIORITY

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

- 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.
- 3) 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).
- 4) 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.
- 5) 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 except that all time spent as an Animal Control Officer or Police Services Assistant will count as time spent as a Community Services Assistant.
- 6) 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 B:

- 1) 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 sole discretion of the Employer without regard to his/her relative length of service. Unsatisfactory

employees shall so be terminated. 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.

- 2) Once the employee's probationary period is completed, the employee's seniority with the Employer and the Unit begins from 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.
- 3) It shall be the Department's prerogative to extend the probationary period an additional six (6) months beyond the initial one (1) year probationary period. The employee shall be so notified of any extended probationary period and the reason for said extension.
- 4) 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 the Agreement, except employees discharged and disciplined for other than Association activity.

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

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

- 1) If he/she quits or retires from City employment and is not rehired within one year; provided that a person rehired, within said one year period, will not be allowed to compete for promotion for two years subsequent to the date of rehire.
- 2) If he/she is discharged and the discharge is not reversed though the procedures set forth in this Agreement.
- 3) 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 sent by Certified Mail of such recall is sent 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, fails to do so within ten (10) calendar days after receipt of such notice.
- 4) 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.
- 5) When he/she has been laid off for a period of twenty-four (24) or more consecutive months.
- 6) Failure to return from sick leave and leaves of absence will be treated the same as (3) above.

Section E: The Employer may layoff a permanent employee when deemed necessary by reason of shortage of work or funds, abolition of the position, or material change in the departmental organization.

- 1) Order of Layoffs. 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, providing the remaining employees have the ability and skills necessary to perform the work required in the classification. In the event there are not senior employees who possess the ability and skills necessary in that classification, then a lesser seniority level employee who is so qualified shall be retained.

- 2) Bumping. Employees laid off may exercise their seniority in any other position classification within the bargaining unit by bumping into said classification if he/she possesses the ability and skills necessary to perform the work therein and will displace the last employee who entered that classification, if the employee who requests to bump has more unit-wide seniority. Unit-wide seniority shall be defined as the amount of time spent within this bargaining unit. Any time spent classified as an Animal Control Officer or Police Services Assistant will count as time spent as a Community Services Assistant.
- 3) Recall. When the work force is increased following a layoff, employees shall be recalled to work in inverse order of layoff providing the employee's ability and skills remain suitable to performance of the job to the same extent as prior to layoff.
- 4) Notice of Recall. 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 F: The Association recognizes the right of Management to transfer employees to positions within the Department or outside the Department on a temporary or permanent basis; and the right of Management to reorganize Departmental functions as well as functions within the classifications covered by this Agreement. Management recognizes that such transfer or reorganization shall not be arbitrary or capricious.

Section G: 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 twelve (112) days. Such employees will receive the rate of pay of the higher classification for all hours worked while serving in such position. Employees 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.

Section H: If an employee 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.

Section I:

- 1) In the event of a vacancy or a 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.
- 2) The job shall be awarded to the employee with the best qualifications who possesses the ability and interest to perform the job.
- 3) 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 practicable 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.
- 4) An employee may be removed or request to be removed without prejudice, from the job any time during the six (6) months probationary period during which time 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 job probationary period, the employee shall have the right to return to the position he/she immediately left if it is open.
- 5) 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.

Section J: For the purpose of layoff and recalls, where the Chief Steward is a member of this bargaining unit, he/she and the unit Steward shall head the seniority list and shall be retained 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 afore-designated Association position 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 conditions can it be exercised for job preference under any of the terms and provisions of this contract.

Section K: 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 article.

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

- 1) An employee shall not be assigned to a training position for more than six months.
- 2) 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.
- 3) During a training assignment, the employee being trained will always be supervised by a qualified employee or a qualified supervisor.

Section M: 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 N: 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 A: The Employer may grant a leave of absence for personal reasons of not to exceed thirty (30) calendar days without pay and without loss of seniority to an employee who has completed his/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 begin. 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(s) during which the leave of absence will occur assigned by management.

### Section B:

1. Leaves of absences will be administered consistent with FMLA.
2. An employee who, because of illness, disability or accident to him/herself or family member may be given a leave of absence, upon the employee's request, of not to exceed 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 the 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. If an extension is approved beyond the one-year period, the employee may return if an open position exists and he/she remains capable of performing the responsibilities of the position.

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(s) during which the leave of absence will occur.

Section C: Leaves of absence shall run concurrent with Family and Medical Leave and shall be administered consistent with City policy and state and federal guidelines.

### Section D: Maternity / Paternity Leave:

- 1) Definition: A leave of absence due to birth or adoption of a child not to exceed six months.
- 2) A maternity / paternity leave will be granted upon request.

- 3) An employee or spouse, is eligible to use available sick time while on maternity / paternity leave. Vacation, compensatory, and personal leave time may also be used consistent with the provisions of Family and Medical Leave Act. Total time to be allowed including use of accrued banked time shall not exceed six (6) months.
- 4) If, at the end of six (6) calendar months of maternity / paternity leave, the employee has not requested reinstatement, employment shall be terminated.
- 5) If an employee desires to be reinstated from maternity / paternity leave, she/he shall notify her/his supervisor of the desire to return to work at least seven (7) days prior to the termination of such leave.
- 6) Such leave of absence shall not affect continuous service; the employee will continue to accrue seniority.
- 7) While on 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 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 effected employee will be required to acknowledge the retention of benefit requirements as part of accepting the approved leave.

Section E: A regular employee who enters the military service of the United States by draft or enlistment shall be granted a leave of absence for that purpose and upon the termination of such service shall be afforded reinstatement in accordance with all applicable provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) and/or any other applicable laws then effective. Where circumstances have so changed as to make it impossible or totally unreasonable to offer re-employment in the employee's previous position, he/she shall be afforded such employment as may be available which he/she is capable of performing at the current rate of pay for such position.

Section F: The City will allow unit employees who are elected officials of the Association 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 G: Permanent employees shall be allowed forty (40) hours as funeral leave in order to attend the funeral with pay for a death in the immediate family. Immediate family is to be defined as follows:

Spouse	Domestic Partner	Son	Daughter	Mother
Father	Sister	Brother	Mother of spouse or domestic partner	Father of spouse or domestic partner
Brother of spouse or domestic partner	Sister of spouse or domestic partner	Grandchild	Grandparent	Grandparent of spouse or domestic partner
Stepson	Stepdaughter	Stepmother	Stepfather	Stepsister
Stepbrother	Stepmother of spouse or domestic partner	Stepfather of spouse or domestic partner	Stepchild	Member of employees household

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

Section I: Employees may take up to four (4) personal leave days in any July 1 through June 30 period. Such personal time may be requested in hourly increments. Request for such personal leave days must be made at least twenty-four (24) hours before the day requested. Granting of personal leave time shall be subject to the operational requirement of the Department but shall in no case be denied to avoid creating overtime work. Any unused personal leave time remaining upon completion of the employee's last scheduled work day in the fiscal year shall be paid to the employee.

In the event that new employees are added to the bargaining unit, they shall accrue one (1) personal leave day in each quarter 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 J: 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 out due to temporary civil disturbances. An application for a leave of absence for such purposes must be made as soon as possible after the employee received his/her orders.

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 K: In keeping with the Employer's policy of encouraging the improvement and professionalism of its 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.

- 1) 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.
- 2) 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.

- 3) 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 \$2,500 per fiscal year. The employer will not fund two degrees at the undergraduate or two degrees at the graduate level.
- 4) 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 \$2,500 per fiscal year. Only one graduate degree per employee, up to a masters level, will be considered for approval by the Chief. No benefits are available for law school work. The employer will not fund two degrees at the undergraduate or two degrees at the graduate level.
- 5) 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 A: The normal workday consists of eight (8) hours per day and forty (40) hours per week. This shall not preclude the Employer from reducing its work force in accordance with Article 7, Section E of this Agreement.

Section B: All employees shall be entitled to one (1) twenty (20) minute rest period or coffee break during their work day. A lunch period shall not be considered a rest period or coffee break. Lunch periods for unit members shall consist of forty (40) minutes. Lunch periods and rest periods are not to be saved or accumulated beyond the time period when they are assigned and are not to be taken at the end of a shift.

Section C: It is recognized by the Association that scheduling work is a Management right. It is recognized by the Employer that scheduling must not be arbitrary nor capricious, such as changing a member's work schedule from day-to-day except during periods of emergency.

### Section D:

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

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

- 4) 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 June 30, 1982, compensatory payout at retirement will not be included in final average compensation.
- 5) Employees will be allowed to work for one another and trade compensatory time with the Employer's approval.

Section E: The Employer has a right to schedule overtime in a manner most advantageous to the Department and consistent with the requirements of public safety.

Section F: 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 G: 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.

## ARTICLE 10 - WAGES AND BENEFITS

### Section A:

- 1) All employees of the bargaining unit shall receive a 3% increase in wages retroactive from July 1, 2005.
- 2) Upon ratification, active bargaining unit employees shall receive a \$1,500 lump sum payment.
- 3) Effective July 1, 2007 each active CSA will receive a \$750 lump sum payment and each active PSA will receive a \$1,250 lump sum payment.
- 4) Effective July 1, 2008 there will be a 2.5% wage increase.

Section B. 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. 457 Deferred Compensation Savings Plan.

Section C: Effective January 1, 2008 one classification, PSA, will be created.

Section D: Employees covered by this Agreement shall be paid in full bi-weekly. While the official payday is Friday, paychecks will normally be available on Thursday after 3 p.m. unless there is a computer malfunction or other such adverse event beyond the Employer's control. Not more than seven (7) days shall be held from a regular employee, (initial holdback) excluding holidays and overtime which can be held back a maximum of ten (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 E: 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 F: 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 callback 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. Provided, however, this provision shall not apply in situations where the time worked attaches to the employee's normal work period in which case the employee will be compensated at the time and one half rate. If an employee is called back by the employer within eight (8) hours of the end of his/her



regular shift, he/she will be compensated at the rate of double time. This shall not apply to shift change days.

Section G:

1) Health Insurance

- a) The City will provide health care coverage under a preferred provider organization program (the "PPO plan") administered by Blue Cross-Blue Shield of Michigan. Plan benefit provisions shall become effective October 1, 2007. Employees may elect coverage under the PPO plan for which they shall pay no monthly premium contributions. A summary of plan provisions is outlined in Appendix B.
- b) An employee may elect to purchase benefits at their own cost during the first 6 months of employment. The City provides health insurance coverage to newly hired permanent employees once they have successfully completed the first six months of employment. At the end of the six (6) month period, the City will assume full cost for the base plan for a single, two-person, or family contract premium, 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.
- c) The City shall provide to all bargaining unit members retiring on or after October 1, 2007 (including their spouse and dependents as long as the retiree remains the subscriber), the level of the Blue Cross Blue Shield PPO coverage as received by employees as of the date of retirement, unless otherwise provided herein. This benefit provision also applies to surviving spouses and eligible dependent children of deceased retirees.  
  
Employees taking a deferred retirement do not receive health insurance coverage.
- d) Retirees are required to have both Medicare Part A and Part B. The Medicare Part B premium remains the responsibility of the retiree. If the retiree has not earned enough credit to qualify for unpaid Medicare Part A, or does not otherwise qualify for such coverage through their spouse, the retiree will continue with regular PPO plan coverage.
- e) 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 Chief Steward or his/her designee and a third party agreed to by the first two shall determine by majority vote 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 such proof of loss. The City shall not prohibit a retiree or surviving spouse or eligible dependent 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.

- f) Under specified conditions set forth in Appendix C, employees shall be able to waive their City health insurance coverage and receive \$1,800 per year, payable quarterly.
  - g) Effective July 1, 2007 and July 1, 2008 a \$500 Health Reimbursement Account (HRA) deposit will be made for active employees.
- 2) Dental Coverage: After six (6) months of employment, employees shall be provided a 75% Class I and II (Basic) and 50% Class III (Prosthodontic) and Class IV (Orthodontic) Delta Dental Plan or its satisfactory equivalent, with a maximum benefit of \$2000 per year per person. The orthodontics rider providing 50% co-payment with a \$2000 lifetime maximum per person for employees' dependent children up to their 19th birthday provides, however, that benefits will be paid after attainment of age 19 only for continuous treatment which began prior to such age.
- 3) Optical Coverage: After six (6) months of employment, the City of Ann Arbor shall provide to each member of the bargaining unit 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.

4) Life Insurance Coverage

- a. After six (6) months of employment the Employer will pay the entire premium cost of \$15,000 of life insurance on all permanent employees. The Employer will further pay the entire cost of \$10,000 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.
- b. Eligible employees will be permitted to subscribe to additional voluntary insurance equal to twice the amount of their yearly salary with the employee paying one-half and the Employer paying the other half.
- c. Eligible employees will be permitted 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 shall be the true cost per month and the premium shall be paid entirely by the employee.

- 5) No Double Coverage: It is expressly understood that the City's obligation to provide optical, health, dental, and dependent life 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 under one subscriber's name.

Section H: 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 and not to exceed 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 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.

- 1) 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 or the hours for which he/she claims such payment.
- 2) 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 whose assignment start time begins 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 I: Employees of the bargaining unit shall receive uniform clothing allowance of one thousand dollars annually (\$1,000) dollars 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. The uniform clothing allowance will be included as taxable wages per IRS guidelines.

Section J: Employees who possess a bachelor's degree from an accredited college or university shall receive a three (3%) percent education bonus after they have completed one (1) year of continuous service with the Employer.

## ARTICLE 11 - HOLIDAYS

Section A. All employees of this bargaining unit 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 (½)  
New Year's Day  
Martin Luther King's Birthday  
President's Day  
Good Friday (½)  
Memorial Day  
July Fourth  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Eve (½)  
Christmas Day  
Employee's Birthday

Section B. Employees will take the holiday 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. Employees required to work on holidays shall receive two times their regular hourly rate in addition to the holiday pay. 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 C. If a holiday falls on a Saturday, the Friday preceding shall be designated as the holiday. If the holiday falls on a Sunday, the Monday following shall be designated as the holiday. City policy shall be determinative in the case of two consecutive days being holidays.

Section D. 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 in cases where the employee's absence on such days or days is due to the fact that such day or days occur during his/her regularly scheduled vacation, Employee is on a compensatory leave day, or unless he/she presents a reasonable excuse acceptable to management.

Section E: In cases where an employee's assigned leave day falls on a holiday, he/she shall receive eight (8) hours of straight time compensation.

Section F: If an employee is scheduled to work on Easter, for such employee only, the day will be designated a holiday and he/she shall be paid in accordance with Section B of this article.

## ARTICLE 12 - VACATION LEAVE

Section 1: All employees of this bargaining unit 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: Sickness or Injury. Absence on account of sickness, injury or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee and within the discretion of the Chief, be charged against the employee's vacation leave allowance.

Section 4: Records. The Chief shall keep records of vacation leave allowances and shall schedule vacation leaves with particular regard to the seniority of employees, in accord with operating requirements and within the written request of employees. The official records for vacation and sick leave are in the Finance Department.

Section 5: 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 6: Subject to the constraints of this section and procedural orders, an employee may, to the extent of their unused vacation take vacation leave as follows:

- a. Vacation time may be used in one to four day increments after vacation sign-up has taken place and according to procedures established by management. It is understood and agreed between the Employer and the Association that a procedural order will incorporate the guidelines for implementation of the one to four day vacation procedure. It is further understood and agreed that this procedural order is subject to change subject to the procedure contained in Article 17, Section A.
- b. Vacations shall begin on a Sunday and end on a Saturday unless otherwise approved by the Employer.
- c. Additional vacation time, including in hourly increments, may be taken with the Employer's approval.
- d. From June 1 to August 31 no vacation may be longer than four weeks without permission from the Chief.
- e. An employee may to the extent of their unused vacation take one vacation during a designated shift change period.
- f. During a new employee's probationary period, vacation time may not be used except with the express permission of the Chief.

Section 7: The Chief shall determine the number of employees who can be assigned for vacation purposes at any 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. Such vacation sign-up will be with the Division Commander or his designee. A final vacation list shall be prepared by the Chief showing vacations which have been selected.

- a. 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.
- b. 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 days, said vacation leave shall be honored.
- c. Vacation time may be used in one to four day increments, after shift and vacation sign-up has taken place and according to procedures established by Management. It is understood and agreed between the City of Ann Arbor and



the Ann Arbor Police Officers Association that a procedural order will incorporate the guidelines for implementation of the one to four 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 17, Section A.

- d) Vacation time may be used in conjunction with a half day of holiday.

Section 8: 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 this section. For employees not on the department payroll as of June 30, 1982, vacation payout at retirement will not be included in final average compensation.

Section 9: 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 Controller's Office for his/her check two (2) weeks before leaving, if he/she desires to receive it in advance.

Section 10: Employees separated from City service shall be paid at their normal salary rate for their unused vacation time.

Section 11: In the event an employee 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 section.

Section 2: Employees covered by this Agreement shall accumulate 8 hours of sick leave for each completed month of service with a maximum accumulation of nine hundred and sixty (960) hours. Employees who work less than a normal work shift, due to illness or injury, shall accumulate sick leave on a pro-rata basis. New employees on their date of hire shall have accredited 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 the 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 does not have adequate 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 in that week.

- 2) Employees will be subject to disciplinary action or dismissal depending on the circumstances.

Section 4: Employees subject to the provisions 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 (1/2) 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 eight (8) hours, or six (6) hours sick time. Less than whole numbers will be rounded off to the nearest one-half hour.

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

Section 7: When an employee dies or retires under the Employer's Retirement Plan, any unused accumulation, not to exceed nine hundred and sixty (960) hours of paid sick leave, shall be paid to said retiring employee or his/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: An employee who has accumulated the maximum of nine hundred and sixty (960) hours of sick leave credit shall, if he/she notifies the Finance Department between December 1 and December 15 on the form provided, be paid on or before January 20 of the following calendar year for one-half of the unused sick leave hours earned in the preceding calendar year of employment with the City above the nine hundred and sixty (960) hours accumulation authorized above, and the remaining one-half shall accumulate and may be used for sickness only, and will not be compensated for in any way upon death or retirement.

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

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

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

Section 11: An employee eligible for sick leave with pay may use such sick leave, upon approval of the division or unit commander, for absence due to exposure to contagious diseases which could be communicated to other employees, or due to illness or injury creating emergency conditions which involve the employee or the employee's spouse, children, stepchildren, parents, stepparents, foster parents and parents of spouse or domestic partner, sibling and other members of the family who reside within the home of the employee. The City reserves the right to require an employee to bring in medical verification at the employee's expense, of such 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 involve the employee's legitimate children or parents living outside the employee's household. Once the emergency condition stabilizes, the employee is expected to return to work. The City reserves the right to require the employee to bring medical verification at the employee's expense, of such illness or injury.

Section 12: When an employee has exhausted his/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 A: Employees who, during a given calendar year, complete five (5) or more years of continuous service for the Employer and who are employed on December 1 of said calendar year shall receive a longevity allowance in accordance with the following schedule:

Five (5) but less than ten (10) years of continuous service = \$300.

Ten (10) but less than fifteen (15) years of continuous service = \$600.

Fifteen (15) but less than twenty (20) years of continuous service = \$900.

Twenty (20) but less than twenty-five (25) years of continuous service = \$1,200.

Twenty-five (25) or more years of continuous service = \$1,500.

Section B: 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 C: 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 A:

- 1) Each employee will be covered by the applicable Worker's Disability Compensation Act.
- 2) 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.
- 3) 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.
- 4) Thereafter, an employee injured on the job and eligible for Worker's Compensation shall, in addition to Worker's Compensation benefits, receive 70% of the difference between the Worker's Compensation benefits and his/her City salary and all fringe benefits (except clothing and equipment allowance) as of the 365th day following said illness or injury (excluding overtime) until such time as the employee either receives a duty disability pension or is able to return to his/her original classification or other open classification within the Department, if possible, or if not, within the City.
- 5) 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.
- 6) Following the 365th day, the Employee's health and ability to perform work for the City shall be reviewed.

- 7) 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.
- 8) Commencing with the 366th day of illness or injury, the employee may use accumulated sick time in such an amount so as to receive full 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 B: 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 A: Special conferences for the discussion of important matters (not grievances) may be arranged at a mutually satisfactory time between the Association and Employer representatives within a reasonable amount of time after the request of either party, subject to the following conditions:

- 1) Such meetings shall be held only as necessary and shall not become unreasonable in number.
- 2) Such meetings shall be attended by a maximum of two (2) Association representatives unless additional representatives are requested by the Chief.
- 3) 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.
- 4) 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 B: 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 Administrator, the Association or the Employer may request a program committee meeting subject to the following conditions:

- 1) Such meetings shall be held only as necessary and shall not exceed one (1) per month.
- 2) 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.
- 3) 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.
- 4) 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.



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

## **ARTICLE 17 - GENERAL**

### Section A: Rules and Regulations:

- 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 after the change has been implemented. If after the discussion, the Association believes the desired change or new rule, regulation, policy or procedure to be unreasonable or discriminatory, the Association shall have the right to submit said dispute to the grievance procedure contained in this Agreement.
- 2) A copy of said special order, general order, rule, regulation or training bulletin shall be provided to the Association when issued.
- 3) Employees who do not request a copy of each general order shall be afforded an opportunity to review all new orders, rules and regulations. It is understood and agreed between the Employer and the Association 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.
- 4) The Association recognizes the applicability of City-wide Human Resources Policies and Procedures and Departmental Rules that do not modify or conflict with the existing Contract.

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

Section D: Fitness for Duty: The Employer reserves the right to suspend or discharge employees who are not physically/psychologically/ psychiatrically fit to perform their duties in a satisfactory manner. Such action shall only be taken if a physical/psychological/psychiatric examination performed by a medical doctor/psychologist/psychiatrist of the Employer's choice at the Employer's expense reveals such unfitness. If the employee disagrees with such doctor's/psychologist's/psychiatrist's findings, then the employee at his/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 a 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/her 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.

Section E: The Employer shall make reasonable provisions for the safety and health of the employees during the hours of their employment. When the Employer is notified of a serious health or safety hazard in the work place, necessary steps to correct the hazard will begin immediately. The Employer 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.

- 1) 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.
- 2) In the event an employee 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 employee, the vehicle shall be tagged and parked. Except for the emergency situations, such vehicle shall remain parked until either cleared by the Employer's mechanics as being safe for road service or released by the Chief or his/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 not be used until repairs are completed.

- 3) The Association shall have a representative of their own choosing on the City Safety Committee. The Chief Steward will appoint the (2) members to an Association Safety Committee. This Committee will be responsible for reviewing all equipment, departmental procedures and policy that are related to the safety of the employee. This committee may make recommendations to the Chief at programmed committee meetings or at other times as they deem necessary.

Section F: 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. Employees shall immediately, or at the end of their work day, report all defects of equipment to their immediate supervisor.

Failure to comply with this provision shall subject such employee to disciplinary action.

Section G: 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. In order to improve the employee's driving ability, such discipline shall normally be designed to achieve that end.

- 1) Discipline for an employee involved in a motor vehicle accident shall not be mandatory but shall be at the discretion of command.
- 2) Any employee involved in a motor vehicle accident in which he/she is not at fault shall not be disciplined.
- 3) 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.
- 4) If during the life of this Agreement the Employer develops and implements a city-wide motor vehicle accident policy, this action shall not preclude employees covered by this Agreement from becoming subject to said City-wide policy.

Section H: Department Personnel File: The Employer shall not allow anyone, with the exception of Chief, Deputy Chiefs, Office Administrator or Assistant Office Administrator, Professional Standards Lt. and Sgt., City Administrator, City Human Resources Director, 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 and 5 p.m., Monday through Friday, upon request to the Office of the Chief.

Section I: 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.

Section J: Pension: Retirement benefits shall be in accordance with the applicable terms of Chapter 18 of the Ann Arbor City Code in effect as of the date of this agreement except for the changes specifically provided for in this agreement.

Section K: Use of Personal Vehicles: The Employer shall reimburse employees who use their personal vehicles for City business at the current City rate.

Section L: Parking: The Employer shall provide parking spaces within a reasonable distance from the police station for the use of employees.

Section M: The Employer agrees to reimburse employees on a pro-rated 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 17, Section M 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 N: Deceased Animals: When Community Services Assistant personnel are required to collect deceased animals, they shall be provided with sufficient and proper equipment.

Section O: Provisions Contrary to Law: If during the life of this Agreement any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provisions herein contained are so rendered invalid, upon written request by either party hereto,

the Employer and the Association shall enter into collective bargaining for the purposes of negotiating a mutually satisfactory replacement for such provisions.

Section P: Waiver Clause: 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 Q: Prior Agreements and Understandings: 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 arrangement, understanding, alteration, variation, waiver or modification is executed in writing between the two 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 agreements, understandings, practices and arrangements heretofore existing.

Section R: 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 S: Reclassification: The Employer reserves the right to reclassify existing positions 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 T: 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. Said deductions shall be posted once a month.

Section U: Bonds: Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer.

Section V: Computation of Benefits: Any compensable day shall be considered a day worked for the purposes of computing benefits under this Agreement.

Section W: This provision is to affirm the City's intent to offer the members of this bargaining unit the opportunity to attend, with pay, job-related classes, seminars, and special training when approved by the Chief of Police or his/her designee.

Section X: The City shall provide a copy of this collective bargaining agreement to each member.

Section Y: If an employee assists as a second-language interpreter, he/she will receive a 3% hourly wage premium for actual time worked as an interpreter.

## **ARTICLE 18 - RETIREMENT**

Section A: Retirement benefits shall be in accordance with the applicable terms of Chapter 18 of Ann Arbor City Code for General Members in effect as of the date of this agreement and Appendix A.

Section B: Effective October 1, 2007 employees may elect to contribute eligible sick leave and vacation payouts to the City's 401(a) subject to the annual IRS contribution limitations.

Section C: Effective October 1, 2007, Appendix A (3) will not longer be in effect. Therefore, at retirement, all payouts for unused sick leave, compensatory time or vacation pay shall be made in one final payment.



## **ARTICLE 19 - DURATION OF AGREEMENT**

This agreement shall become effective as of October 1, 2007 (the day of its ratification by both parties), and shall remain in full force and effect through June 30, 2009, and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration date of any subsequent renewal period of its intention to amend, modify, or terminate this agreement.

## APPENDIX A

The City and the Ann Arbor Police Officers Association entered into a settlement of the 1987-88 pension related litigation between the parties identified as AAA No. 54 39 1550 87; Washtenaw County Circuit Court No. 88-35474-CL; and Court of Appeals No. 114034. It is agreed that the following provisions of that settlement have continuing application to the former members of the Communications Operators and Community Service Assistant collective bargaining unit:

- (1) "The parties agree 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."
- (2) "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 .33% for each month or fraction of a month that they retire prior to their regular retirement date."
- (3) "Employees with a birth date on or before 12/31/36 who are eligible to retire before June 30, 1991 may 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 shall be mandatory for all employees except those with a birthday on or before December 31, 1936 who are eligible to retire before June 30, 1991. Whether or not such payouts are made in five (5) installments, the total amount of such payouts not including interest shall be used to calculate final average compensation for pension purposes for employees hired on or before June 30, 1982. 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."
- (4) "The parties hereby agree that for employees hired on or before June 30, 1982, except as the parties may otherwise agree, from the date of this 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 or 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."

- (5) "The parties hereby agree that for employees hired after June 20, 1982 and before July 1, 1989, except as the parties may otherwise agree, from the date of this 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 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. 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 negotiation upon expiration of this agreement after June 30, 1991."

## APPENDIX B – HEALTH CARE PLAN PROVISIONS

### *Community Services Assistants / Professional Services Assistants*

<i>Plan Provision</i>	<i>Effective October 1, 2007</i>
Single In-Network Deductible	\$250
Family In-Network Deductible	\$500
Single In-Network Coinsurance	N / A
Family In-Network Coinsurance	N / A
Single Out-of-Network Deductible	\$500
Family Out-of-Network Deductible	\$1,000
Single Out-of-Network Coinsurance	80% / 20%
Family Out-of-Network Coinsurance	80% / 20%
Single In-Network Out-of-Pocket	N / A
Family In-Network Out-of-Pocket	N / A
Single Out-of-Network Out-of-Pocket	\$2,000
Family Out-of-Network Out-of-Pocket	\$4,000
Annual per Person Routine Wellness	\$750
Office Visit Copayments: Routine	\$15
Office Visit Copayments: Specialist	\$15
Office Visit Copayments: Chiropractic	\$15
Urgent Care Copayments	\$15
Additional Inpatient Hospital Deductible	\$0
Prescriptions 30 Days Generic / Brand	\$10 / \$25
Mail Order Prescriptions 90 Days	\$10 / \$25
Required for Maintenance Drugs	
HRA - \$500 / year plan in effect	\$500

***This Summary is intended to be a brief description of plan provisions, and is not all-***

***inclusive. Please call your Plan Administrator with any questions.***

## APPENDIX C – HEALTH COVERAGE COST CONTAINMENT WAIVER PROGRAM

**Waiver Program.** Regular full-time or part-time employees who have completed the probationary period may waive the City of Ann Arbor’s health care coverage when first eligible, during Open Enrollment, or within 30 days of a “life event”. To take advantage of this cost containment program, an employee must complete and submit the *Health Care Coverage Waiver Form* and the *Health Care Coverage Enrollment / Change Form* to the Benefits Staff of Human Resources Services.

The above-referenced forms must be completed each year during the annual Open Enrollment, or within 30 days of a “life event”.

**Eligibility.** Regular full-time or part-time employees who are covered under another group health plan are eligible for the *Waiver Program*. An employee is not eligible if such employee is enrolled as a dependent in the City of Ann Arbor’s program through a current active employee or retiree. An employee must be actively employed on the last day of the calendar quarter to be eligible for payment.

**Amount of Payment.** In return, the employee will receive a \$2,000 (\$1800 for health, \$150 for dental, \$50 for vision) payment for the Plan Year for which the employee elects not to participate in the City’s health care programs. This payment is included in an employee’s taxable gross income and subject to all appropriate state and federal taxes and pension contributions. Payments will consist of four quarterly payments of up to \$500 as follows:

Quarter 1 (July – September)	1 <sup>st</sup> pay in October
Quarter 2 (October – December)	1 <sup>st</sup> pay in January
Quarter 3 (January – March)	1 <sup>st</sup> pay in April
Quarter 4 (April – June)	1 <sup>st</sup> pay in July

If an employee enters the program during a quarter, the payment will be prorated by month.

**Re-Entry Into the City’s Health Coverage Programs.** Employees who elect to waive the City’s health care coverage may re-enter the City’s program during Open Enrollment or if the employee loses coverage under an alternate arrangement. The employee must provide written proof of such loss within 30 days from the date of loss. If a payment has been made to an employee for a period in which such employee re-enters coverage under the City’s programs, then the employee must repay to the City the amount paid for the period.

**The City of Ann Arbor reserves the right to amend or terminate this program at any time, and if so, will announce the change during Open Enrollment, and the change will be effective for that upcoming Plan Year for which such Open Enrollment is occurring.**

**APPENDIX D – WAGE SCALES**

**Wage Scales for Community Services Assistant**

**Effective July 1, 2005**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Non Degreed						
128550	\$32,156.80	\$34,694.40	\$37,793.60	\$40,102.40	\$41,308.80	\$42,598.40
	\$1,236.80	\$1,334.40	\$1,453.60	\$1,542.40	\$1,588.80	\$1,638.40
	\$15.46	\$16.68	\$18.17	\$19.28	\$19.86	\$20.48
Degreed						
128551	\$33,113.60	\$35,734.40	\$38,937.60	\$41,308.80	\$42,556.80	\$43,867.20
	\$1,273.60	\$1,374.40	\$1,497.60	\$1,588.80	\$1,636.80	\$1,687.20
	\$15.92	\$17.18	\$18.72	\$19.86	\$20.46	\$21.09

**Wage Scales for Professional Services Assistant**

**Effective July 1, 2005**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Non Degreed						
128560	\$40,518.40	\$46,196.80	\$47,465.60	\$48,651.20	\$49,940.80	\$51,334.40
	\$1,558.40	\$1,776.80	\$1,825.60	\$1,871.20	\$1,920.80	\$1,974.40
	\$19.48	\$22.21	\$22.82	\$23.39	\$24.01	\$24.68
Degreed						
128561	\$41,704.00	\$47,548.80	\$48,817.60	\$50,065.60	\$51,396.80	\$52,832.00
	\$1,604.00	\$1,828.80	\$1,877.60	\$1,925.60	\$1,976.80	\$2,032.00
	\$20.05	\$22.86	\$23.47	\$24.07	\$24.71	\$25.40

**Effective July 1, 2008**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Non Degreed						
128560	\$41,537.60	\$47,361.60	\$48,651.20	\$49,857.60	\$51,188.80	\$52,624.00
	\$1,597.60	\$1,821.60	\$1,871.20	\$1,917.60	\$1,968.80	\$2,024.00
	\$19.97	\$22.77	\$23.39	\$23.97	\$24.61	\$25.30
Degreed						
128561	\$42,744.00	\$48,734.40	\$50,044.80	\$51,313.60	\$52,686.40	\$54,163.20
	\$1,644.00	\$1,874.40	\$1,924.80	\$1,973.60	\$2,026.40	\$2,083.20
	\$20.55	\$23.43	\$24.06	\$24.67	\$25.33	\$26.04

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

EMPLOYER

UNION

CITY OF ANN ARBOR

By: \_\_\_\_\_  
John Hieftje  
Mayor

By: \_\_\_\_\_  
Kristian Leyrer  
AAPOA President

By: \_\_\_\_\_  
Jacqueline Beaudry  
City Clerk

By: \_\_\_\_\_  
Cheryl Christopher  
AAPOA/CSA Steward

Approved as to Substance:

\_\_\_\_\_  
Roger W. Fraser  
City Administrator

\_\_\_\_\_  
Barnett Jones  
Police Chief

Approved as to Form:

\_\_\_\_\_  
Stephen K. Postema, City Attorney



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