

**COLLECTIVE BARGAINING AGREEMENT**

City of Ann Arbor

and

Command Officers Association of Michigan

**ANN ARBOR POLICE SUPERVISORS**

(Sergeants and Lieutenants)

July 1, 2006 - June 30, 2009

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**INTRODUCTION:**

THIS AGREEMENT, entered into September 24, 2007, between the City of Ann Arbor, a Michigan Municipal Corporation, hereinafter referred to as the "Employer" and Ann Arbor Police Supervisors, affiliated with the Command Officers Association of Michigan (COAM), hereinafter called the "Union".

**WITNESSETH:**

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's and the employee's commitment to continue to provide quality law enforcement service in an efficient manner to the community. The Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

To this end, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

## I. RECOGNITION

Section 1: Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Command Officers Association of Michigan (COAM), as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of work, and conditions of employment for the term of this Agreement for the following unit: Sergeants and Lieutenants (Police Supervisory Unit).

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

Section 2: The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations of the Police Department and the employees therein are vested solely and exclusively in the Employer.

Section 3: The Employer and the Union are committed to providing every employee a workplace free from unlawful discrimination and harassment. No persons employed by the City shall be denied equal protection of the laws; nor shall any person be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived race, color, religion, national origin, sex, age, height, weight, condition of pregnancy, marital status, physical or mental limitation, source of income, family responsibilities, educational association, sexual orientation, gender identity or HIV status, nor shall the Employer or its agents nor the Union, its agents or members discriminate against any employee because of his/her membership or non-membership in the Union.

The City and the Union agree to abide by Human Resources Policy 2.2, which has been promulgated for the purpose of compliance with Federal, State non-discrimination laws and Chapter 112 of the City Code, as they all may be amended.

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

Section 5: It is understood and agreed that all present employees covered by this Agreement who are members of the Union shall remain members in good standing for the duration of this Agreement or cause to be paid to the Union a representation fee equivalent to the monthly Union dues uniformly required of all Union members. All present employees covered by this Agreement who, on the effective date thereof were not members of the Union shall become and remain members in good standing of the Union, within thirty-one (31) days after the execution of this Agreement, or cause to be paid to the Union a representation fee equivalent to the monthly Union dues uniformly required of all Union members. All employees covered by this Agreement who are hired after the effective date thereof, shall become and remain members of the Union in good standing or pay a representation fee equivalent to the monthly Union dues uniformly required of all Union members upon completion of thirty-one (31) days of employment. This fee shall be an amount equal to such portion of the monthly Union dues that is necessary to support the Union's

representational activities, such as collective bargaining and administration of the labor contract.

This section does not require any employee to pay any fees or dues, which are related to political action or other non-representational activities of the union. Under this agreement and by law, employees are required only to pay the fees and dues outlined above as a condition of employment.

- a) The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits or any other forms of liability arising out of this Section.
- b) Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regard to such matters.

Section 6: For all those employees who are or become members of the Union and who presently execute payroll deduction authorization cards therefore, provisions of which must conform to the legal requirements imposed by the State Law, the Employer agrees to deduct from the last paycheck of each month the regular monthly dues or representation fee and initiation fees for members in the amounts certified to the Employer by the financial secretary of the Union within fifteen (15) calendar days thereafter:

- a) The Union shall indemnify and save the Employer harmless from any liability that may arise out of the Employer's reliance upon any payroll deduction authorization cards presented to the Employer by the Union or employees.

Section 7: If any provision of this Article is invalid under either Federal or State law, such provision shall be modified to comply with the requirements of Federal or State law or shall be renegotiated for the purpose of adequate replacement.

Section 8: Definitions.

- a) "UNION" means the Command Officers Association of Michigan (COAM), representing Sergeants and Lieutenants of the Ann Arbor Police Department.
- b) "EMPLOYER" or "CITY" means the City of Ann Arbor.
- c) "MEMBER" or "EMPLOYEE" means any sworn Sergeant or Lieutenant of the Ann Arbor Police Department.
- d) "CHIEF" means the Chief of the Ann Arbor Police Department.
- e) "STEWARD" means any agent of the Union so elected or appointed by the members of the Union or the Union Executive Board.
- f) "EMERGENCY CONDITION" means an unforeseen combination of circumstances or the

resulting state that calls for immediate action.

- g) "NEW POSITIONS" means any position not in existence or not filled at the time this contract becomes effective.
- h) "EXISTING POSITION" means any position that was in existence and filled at the time this contract becomes effective.

## II. GRIEVANCE PROCEDURE

### Section 1:

A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement or any Supplemental Agreements. 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 2: Grievances shall be processed according to the following procedures:

Step 1: An employee who feels he has been aggrieved or believes that any provision of this Agreement has not been applied or interpreted properly must discuss his complaint with his immediate supervisor, with or without the presence of his Steward as he chooses, within fourteen (14) calendar days after the occurrence of the event upon which the grievance is based or within fourteen (14) calendar days after the employee becomes aware of the facts giving rise to the grievance or within fourteen (14) calendar days after circumstances were such that the employee reasonably should have had knowledge of the facts giving rise to the grievance. The parties shall discuss the complaint in a fair manner and shall make every effort to reach a satisfactory settlement at this point. The supervisor shall make arrangements for the employee to be off his job for a reasonable period of time in order to discuss the complaint with his Steward.

Step 2: If the matter is not satisfactorily settled in Step One, the aggrieved employee shall report such grievance to his Steward and his Division Commander as soon as possible, but in any case within the time constraints as set forth in Step 1 above. Such report shall be in writing and shall set forth the nature of the grievance, the dates 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 in an attempt to resolve the grievance. This discussion shall be had within fourteen (14) calendar days of receipt of the grievance by the Steward and a decision in writing must be rendered by the superior within fourteen (14) calendar days after said discussion with a copy of said decision going to the employee and the Steward.

Step 3: If the grievance is not satisfactorily settled in Step 2, the Steward shall appeal such grievance to the Chief of Police within fourteen (14) calendar days after notification of the step 2 answer. Upon notification to the Chief of the appeal, a meeting shall be had with the Chief or his designee, and the Steward within fourteen (14) calendar days of the appeal. A decision in writing will be rendered by the Chief or his designee within fourteen (14) calendar days after the meeting with copies of the decision going to the employee and the Steward.

Both parties agree to disclose, in writing, all information they have in their possession or

have knowledge of, pertaining to the grievance. Any information that either party had in its possession or was aware of that was not submitted by the third step in the grievance procedure cannot be used in arbitration.

Step 4: If the grievance has not been resolved in the foregoing steps and the Union desires to process the grievance further, it shall appeal the grievance to the City Administrator within fourteen (14) calendar days from notification of the Chief's or his designee's written reply.

The City Administrator and/or his designated representative within fourteen (14) calendar days from the date of receiving the appeal shall hold a meeting with the Union representatives. The Union representatives may meet for thirty (30) minutes prior to this meeting. The City Administrator shall file a written reply within fourteen (14) calendar days after the meeting.

Step 5: If the grievance has not been resolved in the foregoing steps and the Union desires to process the grievance further, it shall submit the grievance to arbitration through the Federal Mediation and Conciliation Services in accordance with its Voluntary Labor Arbitration Rules, then obtaining, provided such submission is made within thirty (30) calendar days after notification to the Union of the City Administrator's answer. Failure to request arbitration in writing within such period shall be deemed a withdrawal of the grievance and it will not be considered further in the grievance procedure. The arbitrator shall have no authority to add to, subtract from, change or modify any provision of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator, in his judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fee of the arbitrator and the Federal Mediation and Conciliation Services shall be shared equally by the Employer and the Union.

Section 3: Time limits at any step of the grievance procedure may be extended only by mutual written agreement between the Employer and the Union. In the event the Union 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.

### III. STEWARDS

Section 1: The Employer recognizes the right of the Union to designate a Chief Steward and four (4) other Stewards from the seniority list. The names of the Stewards and Chief Steward will be submitted to the Police Chief and to Human Resources Services for their information.

The authority of the Stewards shall be limited to and shall not exceed the following duties:

- a) The investigation and presentation of grievances in accordance with the provisions of the Grievance Procedure.
- b) The transmission of such message and information which shall originate with, and are authorized by, the local Union or its officers, provided, such messages and information:
  - 1. Have been reduced to writing, or
  - 2. If not reduced to writing, are of a routine nature and don't involve work stoppages, refusal to handle goods or any other interferences with the work of the Police Department.

Section 2: A Steward shall be permitted reasonable time to investigate, present and process grievances on the premises of the Police Department without loss of time or pay during his regular working hours. Such time spent in handling a grievance during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward.

It is understood that only one Steward will be allowed to investigate, present, and process a particular grievance. However, if the Steward handling a particular grievance is absent, another Steward can substitute for him. Furthermore, the Chief Steward will be allowed to attend grievance hearings when necessary.

Section 3: Union officers will be allowed up to eight (8) days per year for union administration. Requests shall be directed to the appropriate supervisory person. The employer is not required to allow more than two (2) officers absent at any given time.

#### **IV. DISCIPLINE AND DISCHARGE**

Section 1: Within fourteen (14) calendar days of receipt of an allegation or complaint of misconduct from within the department or from outside the department, or an incident has occurred which has the potential to result in disciplinary action against an employee, a ranking supervisor shall complete a Personnel Complaint Form detailing the accusations. At the discretion of the ranking supervisor, he/she may elect to verbally notify the accused employee of the complaint prior to reducing it to writing. This notification may, at the discretion of the ranking supervisor, include an interview and/or request for a written response to the allegations. Should this occur, the employee shall, at the time of said notification and/or interview, if he or she so desires, exercise his/her right to consult privately with a union Steward and have a union steward present during the interview. If the employee chooses not to respond to the complaint at that time, or if the response is not satisfactory and/or the matter cannot be resolved at the shift level, the ranking supervisor shall forward the original complaint and all supporting documentation to the Professional Standards Section for assignment and investigation.

- a) In severe cases where it is necessary for the ranking supervisor or any Professional Standards Section supervisor to immediately relieve the employee of duty, the employee shall be informed of the reason for his/her relief from duty, and shall be allowed the opportunity to discuss his relief from duty with a union Steward prior to 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.
- b) Where an employee is the subject of a serious criminal investigation, and to notify him/her would hinder the investigation, notification shall be delayed no longer than is absolutely necessary to complete the criminal investigation.

Section 2: When the written Personnel Complaint is received by the Professional Standards Section (PSS), it will be reviewed by the Section Commander or his/her designee for accuracy and completeness. The complaint will be assigned a sequential case number by the office of the Chief of Police, and the PSS Commander or designee will then assign the complaint to a supervisor for investigation. The investigation may be assigned to a member of PSS or to another supervisor, at the discretion of the PSS Commander. The supervisor assigned the investigation shall cause a copy of the written complaint naming the employee to be presented to the employee not later than the conclusion of the next commonly scheduled work period of the employee and the supervisor, or if the employee was relieved of duty in accordance with Section 1 (a) above, the supervisor shall give positive notification of the allegations to the employee not later than the conclusion of the next day. The investigation shall be conducted with all possible haste and, except for unusually complicated matters, shall be concluded within fourteen (14) calendar days from the date the employee is served with the written complaint.

Section 3: The investigating supervisor shall, upon completion of his investigation, make a recommendation to the employee's Division Commander regarding the formal disposition of the complaint, and, if that recommendation is "Improper Conduct", suggest discipline, if any. These recommendations shall not be based on infractions which have occurred more than twenty-four

(24) months prior to the incident currently under investigation. Within fourteen (14) calendar days of receiving the completed investigation, the Deputy Chief(s) will make a recommendation to the Police Chief. The Police Chief will make a decision regarding the formal disposition and, if warranted, discipline. The decision shall be in writing and shall be forwarded to the employee within fourteen (14) days following receipt of the Deputy Chief's recommendation.

Section 4: The forms of discipline shall be limited to the following:

- a) **WRITTEN WARNING:** A form of progressive discipline whereby an employee is notified in writing, that his/her conduct is unsatisfactory in that it does not measure up to the minimal acceptable work level or conduct of the department. When a written reprimand is issued to an employee, he/she shall signify his/her receipt of said reprimand by signing same and he/she shall be furnished a copy of the reprimand and the original shall be placed in the employee's personnel file. If the employee wishes to record his/her position regarding the action, he/she shall have the right to note his/her position and attach a memo to the warning, setting forth said position.
- b) **REASSIGNMENT:** Reassignment is an involuntary assignment and may include changes in working hours, days off, and types of work performed. However, said work reassignment shall not be of a nature not normally performed by an employee of the reassigned employee's rank. The reassignment must be within the department. If the reassignment is for a designated period, the employee will return to their original assignment at the end of that period. The employee shall receive full benefits and salary of the position to which he/she has been reassigned for an employee of his/her seniority level.
- c) **SUSPENSION:** Suspension is a temporary separation from the department. A member who has been suspended will not be paid for the period of his/her suspension but will accrue all benefits with the exception of vacation and sick time. Suspension shall not exceed two hundred (200) working hours provided, however, that this maximum shall not be a limit on the power of an arbitrator to modify a disciplinary penalty.
- d) **DEMOTION:** Demotion is an involuntary reduction in rank.
- e) **DISMISSAL:** Dismissal is 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 5: Verbal reprimands are not discipline and shall be exempt from the provisions of this Article.

Section 6: In the event the employee believes the discipline administered by the Division Commander was unjust, it shall be a proper subject for the grievance procedure provided a written grievance with respect thereto is presented to the Chief pursuant to Step Three of the grievance procedure within three (3) calendar days after the Division Commander has notified the employee of the discipline and administered same to the employee.

Section 7: In the event it should be decided under the grievance procedure or a court of last jurisdiction that the employee was unjustly disciplined, the Employer shall reinstate such employee to his/her former position and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the rate of the employee's straight time earnings during the pay period immediately preceding the date of the discipline less such compensation, for the same number of hours, as he/she may have earned at other employment during such period.

Section 8: An employee involved in a shooting or fatal incident may be asked to make a statement at the scene of an incident, but if he/she refuses, one will not be ordered. The employee will be required, however, to provide information that is needed immediately to proceed with the investigation such as suspect description, direction of travel, etc.

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

## **V. STRIKE AND LOCKOUTS**

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

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

## **VI. SENIORITY, POSITION VACANCIES AND PROMOTIONS**

### Section 1: Definitions

- a) Department Seniority: An employee's length of continuous full time employment with the Employer since his or her last hiring date. "Last Hiring Date" shall mean the date upon which an employee first reported for work at the instruction of the Employer, and since which he or she has not quit, retired or been justifiably discharged.
- b) Unit Seniority: An employee's total length of service in the rank classifications included in this bargaining unit.
- c) Classification Seniority: An employee's length of service in a particular rank classification. When an employee enters a rank classification by reclassification, his or her classification seniority date for that rank shall be the date of the reclassification.
- d) Reclassification: The act of upgrading or downgrading a rank.
- e) Rank Classification: A particular rank within the bargaining unit (for example: Sergeant or Lieutenant).
- f) Work Unit: An operational entity which exists on the current organizational chart, or that would be added to the organizational chart, in the case of a new work unit (for example, the Family Services Unit, the Special Services Section or the Patrol Bureau).

Section 2: Probationary Employees: All newly promoted employees or employees who are transferred to a new position shall be probationary employees until they have completed six (6) months of service in the position to which they have been promoted or transferred. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability, skills, and other attributes which qualify them for continued employment in the rank classification to which they have been promoted, or in the job position to which they have been transferred.

- a) An employee may be removed anytime during the six (6) month probationary period when they demonstrate that they do not have the ability, skills, or other attributes to satisfactorily perform in the position. In addition, during this six-month period, a newly promoted employee may decline the promotion for any reason. In the event a newly promoted employee is removed or declines the promotion during their probationary period, or an employee who has been transferred to a different job position is removed from the position, they shall be returned to an assignment in the Police Department which is as close in nature as the bargaining agreement covering their previous assignment or rank will allow. Employees removed by the Employer as described in this Section shall be notified of the reasons for removal in writing by the Employer at the time of the removal. Said employee may appeal the decision to the Chief. The Chief's decision shall be final and binding and not subject to the grievance procedure.

- b) Upon the successful conclusion of their probationary period, the employee's name shall be added to the seniority list as of their last hiring date.

Section 3: Seniority and Seniority Lists:

- a) The Employer will maintain an up-to-date seniority list. A copy of the seniority list will be provided to the Chief Union Steward whenever the list is updated.
- b) The names of all employees who have completed their probationary periods shall be listed on the seniority list. The list will also contain the employee's hire date and dates the employee served in all other positions (including non-unit positions) within the Police Department.
- c) To determine the ranking of employees by seniority for purpose of rank reduction, promotion, layoff and recall; if two or more employees have the same classification seniority date, the order shall be determined on the basis of entry date into the next lower classification. This procedure shall be followed down through each classification within the unit.
- d) No time shall be deducted from an employee's seniority (department, unit or classification seniority) due to absences occasioned by authorized leaves of absence, vacation, sick or accident leaves, or for layoffs, except as hereinafter provided.
- e) If an employee is transferred or promoted to a position under the Employer not included in the department or bargaining unit and is thereafter transferred again to a position within the department, or bargaining unit, they shall have accumulated "seniority" while working in the position to which they were transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement, with the exception of the privilege of promotion. Concerning promotions, this transferred employee is treated as a new employee and must begin their "seniority" for promotions from date of transfer, unless their absence was for less than one (1) year and in that event, no seniority would be lost except for the actual period of absence.

Section 4: An employee's seniority shall terminate:

- a) If they quit, retire or are justifiably discharged.
- b) If following a layoff they fail or refuse to notify the Employer of their intention to return to work immediately upon receipt of a written notice sent by certified mail of such recall to their address on record with the Employer or, having notified the Employer of their intention to return, fails to do so in accordance with the date specified in the notice of recall, given that the specified date will give the employee at least fourteen (14) calendar days to comply. If the employee then fails to return, they shall be considered to have quit.
- c) They are absent for three (3) consecutive working days without notifying the Chief or his designee (no approved time off was granted to cover the absence). In proper cases, exceptions may be made with the consent of the Chief. After such absence, the Employer will send written notification to the employee at their last known address that they have been separated from future employment. If the disposition made in any such case is not satisfactory to the employee, the matter may be referred to the grievance procedure.
- d) When the employee has been laid off from the Department for a period of twenty-four (24) or more consecutive months.

Section 5: Layoff and Recall: The Employer may lay off a permanent employee when it is deemed necessary, by reason of shortage of work or funds, the abolition of the position, material change in the department organization, or for other related reasons which are outside the employees control and which do not reflect discredit upon the services of the employee. The duties performed by an employee laid off may be reassigned within reason to other employees already working who hold positions in appropriate classifications.

- a) Layoff of employees shall be made by inverse order of their classification seniority date. If two or more employees have the same classification seniority date, the procedure set out in Section 3 (c) above will be followed.
- b) Those employees laid off may bump downward, including into the police officer ranks. When bumping into a lower rank classification covered by this contract, the bumping employee bumps the least senior employee in the lower rank classification if the bumping employee has more seniority, as defined below, than the employee who is to be bumped. To determine whether the bumping employee has more seniority, time spent in the rank from which that employee is bumping and the rank into which that employee is bumping are combined. For example, if the lower senior Lieutenant has two years as a Lieutenant and three years as a Sergeant, they will be able to bump an employee who has been a Sergeant for four years. However, this low seniority Lieutenant will not be able to bump a Sergeant who has been in that rank for six years. In this event, the Lieutenant can exercise any bumping rights they may have in the next lower rank classification. Employees who have been bumped may exercise bumping rights themselves in a like manner.
- c) Employees who were promoted from this bargaining unit to the rank of Deputy Chief and that are either laid off, transferred, demoted, or do not complete their probationary period, may bump back into their previously held rank. The method for determining their seniority for bumping rights is described in section 5b of this article.
- d) The Chief shall give written notice to the Human Resources Director and to the affected employees and the Union of any proposed layoff. Such notice shall state the reason therefore, and shall be submitted at least one (1) week before the effective date thereof.
- e) When the work force is increased after a layoff, employees will be recalled in inverse order of layoff. Notice of recall shall be sent to the employee at their last known address by registered mail or certified mail.
- f) For the purpose of layoffs and recalls only, the Union Stewards shall head the seniority list and shall be retained at work so long as they are willing and have the ability to satisfactorily perform the available work. This super-seniority shall apply only to layoffs and can be exercised only after the employees holding the Union Stewards positions have exercised their actual seniority.
  - 1. 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 unit and under no condition can it be exercised for job preference under any of the terms and provisions of this contract.
  - 2. The Union shall defend, indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability arising out of this Section.

Section 6: Position Vacancies: There are three situations that could create position vacancies: creation of a new job position; an increase in the number of job positions in a work unit; or, a vacancy in an existing job position which is declared open by the Chief. These vacancies shall be

filled in the manner described below.

- a) When position vacancies within this bargaining unit are announced by the Chief, the position may be filled by intra-bureau transfer of an existing non-probationary employee already holding the designated rank classification; or it shall be posted for any eligible member of the bargaining unit of the appropriate rank classification. The choice of the method of selection will be made in the discretion of the Chief.
- b) When said vacancies are to be posted, the posting shall be placed on the department bulletin board for seven (7) calendar days during which time eligible employees may indicate their desire to compete for said position by submitting a written application or bid to the Chief. Such posting must indicate whether an existing position elsewhere within the bargaining unit will be eliminated in order to provide the staffing necessary to fill the position or whether the posted position represents an increase in the number of positions covered by the bargaining unit.
  1. All posted positions for which there are eligible applicants will be filled by transfer within rank classification from those applicants based upon the abilities, skills and other attributes required for the position as determined by the Chief.
  2. To be eligible to bid for a posted vacancy, the employee must have completed the probationary period associated with their current assignment. When the abilities, skills, and other attributes of two or more applicants are equal, seniority in rank will prevail in the selection process.
- c) When the selection process for a posted position is complete, any resultant vacancy declared by the Chief as open may be filled by intra-bureau transfer of an existing non-probationary employee already holding the designated rank classification or the position shall be filled by completing the posting, application, and selection process until such time as no approved applications are received from eligible employees possessing the abilities, skills, and other attributes required for the position.
- d) If no qualified applicants bid for a posted position vacancy, the following process will be used in filling the position.
  1. If the posting for the position vacancy indicated that the number of positions to be covered by the bargaining unit was to be increased, the Chief may: transfer the least senior employee holding the designated rank classification who does possess the abilities, skills, and other attributes required for the position; or the Chief may fill the position by promotion from the current eligibility roster for the rank classification involved.
  2. If the posting for the position vacancy indicated that an existing position elsewhere within the bargaining unit was going to be eliminated in order to provide the staffing necessary to fill the resultant vacancy, the Chief has two options for filling the position: the Chief may transfer the least senior employee holding the designated rank classification who does possess the abilities, skills, and other attributes required for the position; or, the Chief may transfer the employee whose position is being eliminated if such employee holds the designated rank classification required for the position.
- e) Any position vacancy classified within the bargaining unit and declared open by the Chief must be filled within ninety (90) calendar days after the date the vacancy was declared open, and/or the position was declared to be newly created, or notice was given of an

increase in the number of existing positions in any work unit.

Section 7: Promotion to Sergeant or Lieutenant: When promotions occur in the department to the rank of Sergeant or Lieutenant, they will be governed by the following provisions:

- a) To be eligible to compete for or hold the rank of Sergeant, an employee must have at least four (4) years of service in a sworn capacity with the Ann Arbor Police Department.
- b) To be eligible to compete for or hold the rank of Lieutenant, an employee must have at least six (6) years of departmental seniority with the Ann Arbor Police Department, at least one (1) year of which immediately preceding the promotion or reclassification was at the rank of Sergeant within this bargaining unit.
- c) Promotional processes shall be posted, the posting shall be placed on the department bulletin board for seven (7) calendar days during which time eligible employees may indicate their desire to participate by submitting a written application to the Chief.
- d) Notification of promotional processes shall be sent to all affected employees on vacation during the seven (7) calendar day posting period at their home address. Employees on any authorized leave during the promotional process posting period shall be considered as applicants.
- e) Eligibility lists for promotion to the rank of Sergeant or Lieutenant, shall expire one year from the date they are published.

Section 8: Unit Integrity:

- a) Any and all rank classifications which are part of this bargaining unit must be filled either by promotion or reclassification from the qualified members of the Ann Arbor Police Department who have full seniority with the Ann Arbor Police Department as required for the rank classification.
- b) Except in an emergency, no person(s) not in this bargaining unit shall perform wholly the duties of a member of this bargaining unit and only then can the position of Division Commander or Chief perform these duties.

Section 9: Reclassification of Positions and Special Assignments:

- a) The Employer reserves the right to reclassify existing positions based on assigned duties and responsibilities or make changes in assigned duties and responsibilities as it deems necessary to provide quality law enforcement service in an efficient and effective manner to the community provided, however, no employee shall be assigned duties and responsibilities which are not customarily performed by persons in their respective rank classification. It is agreed that such reclassification shall not be arbitrary or capricious. If other sections of this agreement expressly abridge this section, the other sections shall govern
  - 1. If the City decides to make changes to assignments within a division, the Chief or his designee shall meet with a representative of the Union Executive Board and the affected employee(s) to discuss the proposed assignment change.
  - 2. If the assignment changes are substantial (for example, changing the assignment of entire functions that were previously assigned elsewhere to another bargaining unit position within the department) the employer shall publish its intent to make reassignments via memorandum/e-mail to the membership. This notice shall

- describe the nature of the assignment change(s) and the expected date of implementation.
3. Bargaining members interested in the changed assignment(s) have seven (7) calendar days, excluding holidays, to respond in writing if they are interested in being considered for the assignment.
  4. The Chief retains the right to make the ultimate determination as to who will receive the assignment based upon abilities, skills, and other attributes required for the assignment.
- b) The Employer reserves the right to make special assignments. Special assignments for the purpose of this subsection shall mean: an assignment that is distinguishable or unusual in nature and the duration of which is expected to exceed fifty six (56) days. (Normally these special assignments would be additional duties to an employee's regular job; examples of which include but are not limited to STU Commander or Firearms Instructor)
1. Said special assignment shall be posted on the Department bulletin board for seven (7) calendar days whenever possible, during which time employees may indicate their interest in said special assignment by submitting a written application to the Chief.
  2. Such special assignment postings will be rank and work unit specific, and where feasible, will cite the abilities, skills and other attributes required for the assignment and shall indicate if a change in work schedule may be required.
  3. The special assignment will be filled based upon the abilities, skills and other attributes required for the assignment as determined by the Chief of Police.
  4. Where the abilities, skills and other attributes required for the assignment of two or more applicants are equal, seniority in rank will prevail unless the employees whose qualifications and experience are equal hold different ranks in which case unit seniority will prevail.
  5. Employees on any authorized leave during a special assignment posting period will be notified at their home address.
  6. Prior to the posting of any special assignment involving members of this bargaining unit, the Chief or his designee shall meet with a representative of the Union to discuss the special assignment.

Section 10: Transfers of Employees:

- a) The Employer shall have the right to temporarily transfer employees within the bargaining unit across divisions from one rank classification to another rank classification, or from one position assignment to another position assignment for a period not to exceed one shift change. Such employees shall receive the rate of pay of the higher classification for all hours worked while serving in such position. This procedure will be used only when operationally needed or for employee developmental purposes, and only after meeting and conferring with the union representatives. The union must agree on such temporary transfer, but such agreement will not be unreasonably withheld.
- b) The Employer reserves the right to transfer employees of this bargaining unit from one position assignment to another within a Division, or from one shift to another shift within a Division as long as such transfers involve employees of the same rank classification. If the

transfer results in a declared vacancy, the vacancy shall be filled according to the selection procedure contained in Section 6 above. Prior to transferring any employee(s) in this bargaining unit, the Chief, or his designee, shall meet with a representative of the Union and the affected employee(s) to discuss the assignment changes.

- c) In the event the department's organizational structure is to be changed to such an extent as to necessitate the elimination of positions or the movement of personnel between positions, the Chief, or his designee, shall meet with a representative of the Union and the affected employee(s) to discuss the necessary changes. Any new positions created as the result of changes in the department's organizational structure shall be posted and filled in accordance with the selection procedure contained in Section 6 above.

Section 11: If the Employer fails to give an employee work to which their seniority and qualifications entitle them and such work does exist and a written notice of their claim is filed within seven (7) calendar days of the time the Employer first failed to give them such work, the employee may file a grievance under the grievance procedure and, if successful in the grievance the Employer will reimburse the employee for the earnings they lost through failure to give them such work.

Section 12: No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at their regular rate.

Section 13: Working Out of Class:

- a) When a Sergeant performs the duties and responsibilities of a Lieutenant who is absent for five (5) consecutive workdays he/she will be paid at the first step in the Lieutenant's pay scale for all hours thereafter.
- b) When a Lieutenant performs the duties and responsibilities of a Deputy Chief who is absent for five (5) consecutive workdays, he/she will be paid at the first step of the Deputy Chief's pay scale for all hours worked thereafter.

## VII. LEAVES OF ABSENCE

Section 1: 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 probationary period provided he presents a reason acceptable to the Chief.

Section 2: An employee who, because of illness, to himself or his immediate family (to mean only the spouse and children of the employee), pregnancy or accident, other than illness or accident compensable under the Michigan Workers Compensation laws, is physically unable to report for work may be given leave of absence. Upon the employee's request, of not to exceed one (1) year provided he promptly notifies the Employer of the necessity therefore and provided further that he supplies the Employer with a certification from a qualified physician of the necessity for such absence. The Employer may request additional medical certification at any time during said one (1) year period to substantiate the necessity for continued leave but at no time shall said leave exceed one (1) year unless said extension is approved by the Employer.

All such leaves of absence shall comply with the Family and Medical Leave Act.

Section 3: 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 at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Uniform Services Employment & Reemployment Rights Act (USERRA), or any other applicable laws then effective.

Section 4: The Employer agrees to grant a leave of absence for not to exceed ten (10) days unless additional days are approved by the Chief in any one (1) calendar year with pay to employees designated by the Union to attend a Union convention provided said employees give ten (10) days written notice of their intent to attend said convention; and provided further that said employees can be spared without the curtailment of operations or the necessity of overtime pay on behalf of the Employer.

Section 5: Funeral Leave. 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: mother, father, sister, brother, wife or husband, son or daughter, mother-in-law, father-in-law, or a member of the employee's household. Permanent employees shall be allowed two (2) work days as funeral leave in order to attend the funeral with pay not to be deducted from sick leave for a death of the employee's or spouse's grandparent or grandchild.

- a) Funeral leave shall not be deducted from sick time.
- b) In the event an employee is called back to work from Funeral Leave or compensable time or personal leave or regular leave taken in conjunction with his funeral leave he shall be compensated by returning to said employee on a one (1) day for one (1) day ratio those days lost due to the callback and by paying him two times his regular straight time hourly rate for the hours worked.

Section 6: A permanent employee, who has completed his probationary period, and who has been elected or appointed to a public position will be granted a leave of absence without pay for a period of 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 shall be returned to the permanent job classification that he held prior to said leave.

Section 7: An employee may take up to four (4) personal leave days in any July 1 through June

30 period. Only one personal leave day of the four may be taken in May or June except with the permission of the division commander who have final authority. Request for such personal leave must be made at least twenty four (24) hours before the day requested. These days will not be charged as sick leave days. Granting of this leave is subject to the operational requirements of the department but shall in no case be denied to avoid creating overtime work. Any unused personal leave days remaining upon completion of the employee's last scheduled work day in the fiscal year shall be paid out in cash to the employee. Any new employee of this unit who was previously covered by a personal leave day provision of another bargaining unit may not earn or use more than a total of four (4) personal leave days in the fiscal year. Unused personal leave days will be paid to the employee or the employee's estate upon termination or death at the salary rate in effect at such termination or death.

Section 8: 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 receives his orders.

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

Section 9: Education. In keeping with the Employer's policy of encouraging the improvement and professionalism of its police personnel through education, the Employer shall provide to the employees the opportunity to take courses at an accredited college, university or community college by reimbursing the employee for tuition and required textbooks for three (3) courses or ten (10) credit hours per semester or term. Any late registration fees will not be reimbursable.

- a) Education benefits will be paid up to an annual maximum of \$2,500 per fiscal year. Only one degree per employee, undergraduate or graduate, will be considered for approval by the Chief. Effective July 1, 2003, benefits are available for law school work. The employer will not fund two degrees. Benefits may only be used to earn either a Bachelor's or Master's degree. Only one-degree program will be paid for by the City.
- b) In the event that an employee leaves the service of the City within a year after receiving educational benefits, he/she shall reimburse the City on a prorated basis, for the monies received. Reimbursement shall be at the rate of 1/12th per month for each month the employee left early.
- c) In order to be eligible for books and tuition reimbursement, the employee must not be eligible for reimbursement from any other source. The employee shall advance the cost of all tuition and required textbooks and shall be reimbursed by the City upon the satisfactory completion of each course.
- d) Courses taken must be within a specified curriculum, working towards a two (2) or four (4) year degree from one of the following fields: Police Science, Sociology, Psychology, Social Services, Public Administration, Business Administration, MSIS, or other curriculum approved by the Chief.
- e) The employee must receive prior approval of the course or courses from the Chief and the employee must receive a grade of "C" if deemed a satisfactory grade or a "B" or better in graduate school.

- f) Courses shall be taken on the employee's off-duty time. Courses may be taken during duty hours with the prior approval of the Chief or his designated representative. Hours lost under these circumstances shall be made up by the employee, or on the agreement of the employee and the Chief, or his designated representative, be deducted from the employee's accrued vacation or compensatory time.

Section 10: Education Requirement. As the City considers the educational requirement important to the Sergeants' and Lieutenants' function as Police middle-management, all new Sergeants and Lieutenants after July 1, 1998 will be required to have at least a bachelor's degree.

## VIII. HOURS

Section 1: The workday consists of eight (8) hours per day. However, the Employer shall have the right to change the number of days and hours per day an employee shall be assigned. The regular workweek shall be forty (40) hours per week. This shall not preclude the employer from reducing its work force, in accordance with Section 5 of Article 6.

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

Section 3: Scheduling. It is recognized by the Union that scheduling work is a management right. It is recognized by the Employer that such scheduling must not be arbitrary nor capricious, such as changing a member's work schedule from day to day except during periods of emergency.

- a) Platoon or Section Commanders will submit leave day schedules to their Division Commander. The appropriate Division Commander shall have the right of approval, disapproval, or modification of such leave day schedule submissions. Such disapproval shall not be arbitrary nor capricious.

Section 4: For those employees working the ten (10) hour per day schedule, time and one-half their regular straight time hourly rate of pay shall be paid for all hours worked in excess of ten (10) hours in any work day and for all hours worked on the fifth and sixth day of the employee's scheduled work week and two (2) times the employee's regular straight time hourly rate shall be paid for all hours worked on the seventh day of the employee's scheduled work week. For those employees working the eight (8) hour per day, time and one-half 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.

- a) Overtime shall be compensated by payment at the appropriate rate in cash unless compensatory time off is requested by the employee and approved by the Division Commander. Compensatory time accumulation shall not exceed one hundred (100) hours. However, time earned in excess of one hundred (100) hours will automatically be paid at the appropriate rate in cash. Upon termination or death all compensatory time accumulated will be paid in full at the salary rate in effect at such termination or death. However, if the 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 of compensatory time off in conjunction with vacation leave or at any other single occasion. All employees who possess more than one-hundred (100) hours of accumulated compensatory time off at the effective date of this agreement shall not be allowed to accumulate more compensatory time off until said accumulated compensatory time is used to a level below one hundred (100) hours at which time they shall be allowed to accumulate up to one hundred (100) hours. Compensable time off shall be considered as time worked for the purpose of computing benefits under this Agreement.
- b) For employees not on the Department payroll as of January 1, 1982, compensatory payout at retirement will not be included in final average compensation.

Section 5: Scheduling Overtime. The Employer has a right to schedule overtime for emergency situations in a manner most advantageous to the department and consistent with the requirements of the public safety.

In nonemergency situations, other than in the Patrol Division, where the scheduling of overtime is deemed necessary, officers will be assigned on a voluntary basis. If there are no volunteers available, the department retains its right to order overtime as in emergency situations.

In nonemergency situations in the Patrol Division, where the scheduling of overtime is necessary, the following procedures will be followed:

- a) A volunteer list will be maintained.
- b) Those employees who have signed up on the volunteer list who would be compensated at time and one-half if they were to work the required hours will be contacted first.
- c) If there are no volunteers who will be compensated at time and one-half, then the Employer has the right to offer overtime to any uniform employee in the department who, if they worked the scheduled time, would be compensated at time and one-half. The rank of the employee to be assigned the overtime will be determined by the Employer.
- d) Rather than assigning the work to employees who will be compensated overtime, the Employer retains the right to assign personnel in other divisions who are on duty, to fill the assignment.
- e) Overtime assignments will not be offered to employees at a double time rate until all employees, who will be compensated at time and one-half, have been assigned.
- f) If there are no volunteers, the department retains the right to order overtime as in an emergency situation.

Section 6: Shift Trading. In the Patrol Division, an employee may be allowed to trade shift schedules with another unit employee to accommodate personal needs. These trades will be of two types, long term and short term.

- a) Short term trades may be made among members as long as both are duly qualified to perform the other's duties. These trades must be made within the pay period, shall not enable employees to accumulate overtime by the trade, will be for not more than three working days and will have mutual approval of the affected employees and the individual's respective Shift Commander. The Division Commander retains the right to disapprove the trade.
- b) Long term trades, anything more than three working days in length, must be made among employees of equal rank and must be approved by the affected employees and the Shift and Division Commander. Such long term trades will end at shift change and will be limited to two per calendar year per employee.

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

- a) Under the Annual Refresher Training (ART) program, employees may be moved to the Training Unit for one block of training consisting of up to 40 hours.
- b) In addition to the ART program outlined above, management is permitted to change an

employee's scheduled hours and leave days for training assignments of two days, or longer, for up to an additional 40 hours annually. Schedule changes of one (1) day or more may be made with fourteen (14) calendar days advance notice or with mutual agreement of the employee if such schedule change is made less than fourteen (14) days in advance. Employees may agree to waive the advance notice period.

- c) Management is permitted to change an employee's scheduled hours and leave days for one-day precision driving training.
- d) An employee will be permitted to waive the training assignment once if the training opportunity will be repeated in the near future and the employee can reasonably be assigned at that time. If the reassignment will not be repeated in the near future, or if the topic is of a critical nature, as determined by the department, no waiver of the assignment will be permitted.

Section 8: Hours. Command personnel may work for each other on a transfer of compensatory time basis under the following conditions:

- a) Requests by command personnel to work for each other on a transfer of compensatory time basis are subject to the lines of approval as applied to the granting of compensatory time.
- b) Sergeants will be allowed to work for other Sergeants where required employer approval has been obtained.
- c) Lieutenants will be allowed to work for other Lieutenants where required employer approval has been obtained.
- d) The Procedural Order covering Transfer of Compensatory Time will be used to control this practice. Since the maximum compensatory time utilization provisions spoken to in that order do not apply to personnel covered by the command officers bargaining unit agreement, that inference of the order shall not be considered.

## IX. WAGES

Section 1: Upon ratification, each active employee will receive a lump sum payment in the amount of 2.5% of his/her June 30, 2007 base wage.

Effective July 1, 2007 there will be a 1.75% wage increase for active employees.

Effective January 1, 2008 there will be a 1.25% wage increase for active employees.

Effective July 1, 2008 there will be a 2.5% wage increase for active employees.

Effective July 1, 2007 new wage tables will be implemented which provide for a one-time adjustment for the Sergeants of 1.7% to correct wage equity issues between Sergeants and officers by increasing the pay differential. The job classifications and rate ranges applicable are set forth in Appendix A and by this reference made a part hereof.

Section 2: Employees covered by this Agreement shall be paid in full biweekly. Not more than seven days shall be held from a regular employee (initial holdback) excluding holidays and overtime which can be held back a maximum of ten (10) days. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

Section 3: It is understood and agreed that in return for the wages, fringe benefits and working conditions specified in this Agreement, employees shall be required as a condition of continued employment, to render a fair day's work for the Employer.

Section 4: If an employee is called back to work on any other shift, he shall be compensated for a minimum of three (3) hours overtime unless such callback shall extend past three (3) hours, in which case he shall be paid overtime for the exact hours or portion thereof worked. This provision includes, but is not limited to, returning to work for court appearances. If an employee is called back within eight (8) hours of the end of his regular shift, he shall be compensated at the rate of double time. This shall not apply to monthly shift change days.

- a) An employee called back to work because of negligence of duty shall not be entitled to overtime compensation. For example, if an employee leaves work with department equipment, fails to turn in required documents before leaving work, etc. and is called in to return the equipment, or turn in the documents such employee shall not be entitled to overtime compensation. Determination of when an employee will be called in shall be made by an appropriate supervisor.

Section 5: An employee who is required to report for and/or perform jury duty as prescribed by applicable laws, for each day on which he reports for and/or performs jury duty during hours he otherwise would have been scheduled to work for the Employer, shall be paid the difference between what he receives from the court as daily jury duty fees and what he would have earned from the Employer for the hours lost from work for jury duty not to exceed eight (8) hours of pay for those working an eight (8) hour per day scheduled and not to exceed ten (10) hours per day for those working a ten (10) hour per day schedule at his 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 to return to work on his shift for two (2) or more hours unless such employee does so return to work.

- a) In order to receive the payment above referred to, an employee must give the Employer notice as soon as possible that he is required to report for jury duty and must furnish satisfactory evidence that he reported for and/or performed such jury duty for the hours for which he claims such payment.

Section 6: Each employee covered by this Agreement shall receive the sum of \$1,400.00 for the term of this Agreement as a clothing and equipment purchasing and maintenance allowance. The allowance shall be allocated as follows:

- a) The clothing purchase and maintenance allowance shall total \$1,200.00 for the term of this Agreement. Fifty (50%) percent of said allowance shall be paid on or before July 20th of each year and fifty (50%) percent shall be paid on or before January 20th of each year.
- b) The equipment purchase and maintenance allowance shall total two hundred dollars (\$200) annually. On or before July 20 of each year employees shall receive said allowance in a lump sum to cover the maintenance and expenses of both on and off duty equipment.
- c) If an employee quits or is discharged prior to receiving his clothing and equipment purchase and maintenance allowance, he shall not be entitled to any portion thereof.
- d) The clothing and equipment allowance is taxable income per IRS guidelines.

Section 7: The employer shall match the first twenty dollars (\$20) on a dollar for dollar basis, contributions made to the 457 Deferred Compensation Plan (ICMA) of those members of the bargaining unit participating in this plan.

## X. HOLIDAYS

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

- New Years Day
- Martin Luther King's Birthday
- Presidents' Day
- Good Friday (½ day)
- Easter
- Employee's Birthday
- Memorial Day
- July 4th
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- December 24 (½ day)
- December 31 (½ day)

Vacation time may be used in the 1/2 day increments in conjunction with 1/2 day holidays.

### Section 2:

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

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

- f) All holidays shall be paid in cash unless compensatory time is requested by the employee and approved by the Chief or his designee.

Section 3: To qualify for holiday pay under this Article, an employee must be a regular full-time employee as of the time the holiday occurs and must have worked all of the scheduled hours he was scheduled to work the last day he was scheduled to work before the holiday and the next day following such holiday unless he was excused from work on said days, or unless he presents a reasonable excuse acceptable to management.

## **XI. VACATION**

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

- a) An employee who, as of the anniversary date of his employment, has completed one (1) but less than ten (10) years of continuous service with the Employer since his last hiring date shall receive one hundred fifty hours (150) of vacation with pay.
- b) An employee, who as of the anniversary date of his employment has completed ten (10) years but less than fifteen (15) years of continuous service with the Employer since his last hiring date shall receive one hundred eighty hours (180) of vacation with pay.
- c) An employee who, as of the anniversary date of his employment, has completed fifteen (15) or more years of continuous service with the Employer since his last hiring date shall receive two hundred ten hours (210) of vacation with pay.

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

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

Section 4: The Chief shall determine the number of employees who can be assigned for vacation purposes at any one time, agreeing that an effort shall be made to schedule leave in accordance with the manpower and workload requirements as determined by the Chief. Vacation leaves shall be granted giving preference to senior employees. A seniority list shall be posted not later than December 1 of any calendar year. Supervisors on a given shift or section shall, by seniority, select their desired vacation. A final vacation list shall be prepared by the Chief and posted not later than January 31 of each year.

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

Section 5: Vacation time may be requested in hourly increments, also, and will be approved consistent with this Article.

Section 6: Vacation time off shall be cumulative from year to year. However, no employee shall be allowed to accumulate more than two (2) times the annual vacation he is entitled to pursuant to Section 1 of this Article.

Section 7: Employees separated from the City service shall be paid at their normal salary rate for their unused vacation at the salary rate in effect upon the date of their separation.

Section 8: In the event an employee is called back to work from his scheduled vacation or compensable time or personal leave or regular leave in conjunction with his scheduled vacation, he shall be compensated by returning to said employee, on a one (1) day for one (1) day ratio those days lost due to the call back and by paying him two (2) times his regular straight time hourly rate for the hours worked.

Section 9: Vacation payout at retirement will not be included in final average compensation.

## **XII. SICK LEAVE**

Section 1: Sick leave for all union members shall be accrued and granted in accordance with the following provisions:

Section 2. Effective July 1, 1985, each employee of the unit shall be entitled to sick leave of (8) eight hours with pay for each completed month of service. Employees who render part-time services shall be entitled to sick leave for the time actually worked at the same rate as that granted full-time employees.

Section 3: Unused sick leave may be accumulated without limit.

Section 4: In addition to compensation for absences due to sickness, the following shall apply:

- a) An employee who dies as an active employee shall be paid for his unused sick leave credits up to a maximum of 1130 hours or the amount accrued by the employee as of January 1, 1987, whichever is greater at the salary rate in effect at the time of death.
- b) An employee who retires from City service and is entered on the retirement or pension roll of the City shall be paid for his unused sick leave credits. However, such sick leave credits when combined with any other payouts of compensatory or vacation time, cannot exceed a combined total of 1650 hours.
- c) At the end of each calendar year, an employee having accumulated less than one hundred and twenty (120) days accumulated sick leave, may elect to receive full payment in cash for one-third (1/3) of the unused sick time accumulated during that calendar year at the rate in effect on December 31st of such year. Such payment shall not be for less than one (1) day nor for more than four (4) days; and if the employee elects to receive a cash payment, he shall carry forward the remaining two-thirds (2/3) of his unused sick days; for example, if an employee has taken no sick days through the year and, therefore, has twelve (12) days accumulated, he may elect to receive four (4) days in cash and carry forward eight (8) sick days. If an employee chooses to elect this payment option, he must so notify the City Controller's Office on or before December 1st. If no notification is received, his entire unused sick leave will be carried forward. This payment shall be made by January 20 of each year.
- d) An employee who has accumulated a total of one hundred and twenty (120) work days of sick leave credit shall, if he requests, be paid at the end of each subsequent calendar year of employment with the City for one-half of the unused sick leave credit earned in such year above the one-hundred twenty (120) work days accumulated at the rate in effect on December 31st of such year, and the remaining one-half (1/2) shall accumulate.
- e) If and when an employee quits or is discharged from his employment, any unused accumulation of paid sick leave shall be canceled.
- f) Sick leave payout at retirement will not be included in final average compensation.

Section 5: Sick Leave Abuse.

- a) In order to qualify for sick leave payments, the City may require an employee after three days absence due to sick leave, at the employee's expense, to verify his ability to return to work.

- b) The City has the right, at its expense, to order an employee to report to a City doctor at anytime. The employee shall receive no additional compensation for the time he is examined if the exam takes place during the employee's normal work schedule or if the employee is examined because sick leave abuse is suspected.
- c) Employees who are on sick leave must notify the Employer of their whereabouts.
- d) Employees will be able to use sick leave for the following individuals living in their household: children, parents (not in-laws) and spouse. The City reserves the right to require an employee to bring in medical verification, at the employee's expense, of family illness if sick leave abuse is suspected.

### **XIII. LONGEVITY**

Section 1: 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 of \$500.00.

Section 2: Longevity payments specified in Section 1 above shall be paid to all eligible employees in a lump sum payment made on or before December 15 each year.

Section 3: Employees who leave City employment shall be eligible for prorated longevity payment from their anniversary date.

#### **XIV. INSURANCE**

Section 1: Health Insurance. The Employer agrees to the following conditions regarding 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, or similar third party administrator. 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. Plan provisions are outlined in Appendix E.
- b) The City provides health insurance coverage to newly hired permanent employees after six months of employment. An employee may elect to purchase benefits at their own cost during the six-month period. At the end of the probationary period, the City will assume full cost for the base plan for a single, two-person, or family contract premium. Once an employee chooses a health insurance plan, they must remain in this plan until the next open enrollment period. Employees promoted into this bargaining unit who, during their course of employment with the City, have served the probationary period and are currently receiving health care benefits through the City will continue with uninterrupted benefit coverage.
- c) Permanent employees working less than 100% time (minimum of 50%) are required to pay a pro-rated premium for health, dental, and vision insurance plans on a graduated scale. Employees working less than 50% time, temporary employees, seasonal employees, casual employees, and contractual employees (unless otherwise noted) are not eligible for health insurance coverage.
- d) The City of Ann Arbor shall provide to all bargaining unit members retiring on or after the October 1, 2007 (including their spouse and dependents as long as the retiree remains the subscriber), the same level of coverage under the PPO plan as received by active 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 who defer retirement are not eligible to receive health care coverage.

- e) 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.
- f) 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 designee; the Union President or his 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.

- g) Under specified conditions set forth in Appendix C, employees may waive their City health, dental or vision coverage and receive up to \$2,000 per year, payable quarterly.
- h) Effective upon ratification, the City shall establish a health reimbursement account (HRA) on behalf of each employee with six (6) or more months of employment, and for newly hired employees will establish such an account after six (6) months of employment. The amount of City contribution to the employee's HRA for the year beginning September 24, 2007 is \$500, and for the fiscal year beginning July 1, 2008 also \$500. The amount of city contribution for newly hired employees will be prorated by months of service during the first fiscal year of employment. Unused amounts in this account may be carried forward each year. An employee who retires and begins to receive pension benefit payments from the City's defined benefit pension plan will be able to access unused funds, but no new contributions will be made to any retiree's HRA. An employee who otherwise separates from City employment for any reason will forfeit any unused funds. An employee who waives coverage and receives payments under the City's health care waiver program or who is married to another City employee or retiree and is a covered dependent under such employee's or retiree's health care coverage shall not have contributions made to such HRA for that plan year. HRAs are non-interest bearing accounts.

#### Section 2: Dental Insurance

The City will provide and pay for the premium of the existing Delta dental plan providing a 75% co-payment for benefits in Class I and II and 50% co-payment for benefits in Class III and Class IV (Orthodontic services to age 19). The dental plan payment for Class I, II and III benefits will not exceed an annual maximum of \$2,000 per person, nor exceed a lifetime maximum of \$2,000 per person for Class IV benefits. Further the Union agrees to allow the City to place the dental insurance out for competitive proposal providing the level of benefits is maintained as outlined in Appendix D of this Agreement or better. If a provider with reasonably similar acceptance levels to current providers can supply a better benefit plan at the same cost, those additional benefits shall be provided to the unit. There shall be at least 30 days notice provided to the bargaining unit before any changeover in providers goes into effect.

#### Section 3: Vision Insurance

The City will provide and pay for the cost of the existing MECA vision plan providing a routine examination and lenses through panel providers for an eligible adult (age 19 and older) once every 24 consecutive months, and eligible dependent children (under age 19) once every 12 consecutive months. This plan also includes \$25 towards frames or \$65 towards contacts if contacts are chosen in lieu of glasses. Further, the Union agrees to allow the City to place the vision insurance out for competitive proposal providing the same level of coverage as the current plan or better. If a provider with reasonably similar acceptance levels to current providers can supply a better benefit plan at the same cost, those additional benefits shall be provided to the unit. There shall be at least 30 days notice provided to the bargaining unit before any changeover in providers goes into effect.

#### Section 4: Life Insurance

##### a) Basic Life Insurance

The City will provide and pay the entire premium for a \$40,000 Basic life insurance policy on all permanent employees, employees transferred from another unit within the Ann Arbor

Police Department, and new hires who have completed their probationary period. The City will further pay the entire premium of \$10,000.00 of Basic life insurance for employees retiring on a City pension. Employees taking a deferred retirement do not receive this benefit.

b) Optional Life Insurance

Permanent employees may elect Optional life insurance of an amount equal to twice the amount of their annual base salary with the employee paying one-half (1/2) and the City paying the other half (1/2). Employees may elect this insurance within 30 days of initial eligibility (after first six months of employment). If not elected at this time, Optional life insurance can be applied for only during an annual open enrollment and will be subject to Late Applicant approval which requires proof of good health. Retiring employees, who continue to have Basic life insurance paid for by the City, may convert their Optional life insurance into a personal (individual) policy at retirement without proof of insurability. The premium for this coverage shall be paid entirely by the retiree directly to the life insurance company.

c) Dependent Life Insurance

Permanent employees may elect Dependent life insurance of an amount as follows:

<u>Coverage for:</u>	<u>Amount</u>
Spouse	10,000
 <u>Children:</u>	
-Birth to age 6 months	1,000
-Age 6 months to 19 years	7,000
-Full-time students age 19-23	7,000

The cost of Dependent Life Insurance is the responsibility of the employee and will be paid for through payroll deduction. Retiring employees, who continue to have Basic life insurance paid for by the City, may convert their Dependent life insurance into a personal (individual) policy at retirement without proof of insurability. The premium for this coverage shall be paid entirely by the retiree directly to the life insurance company.

Section 5: 30 Day Rule for Benefits

Employees, retirees, and surviving spouses must report major life event changes to the Benefits office within 30 days of the event in order to add or delete persons from their benefit plans (health, dental, vision, life insurance). Major life event changes impact eligibility for benefits. Such life event changes include: marriage, birth of a child, divorce, legal adoption, legal guardianship, death, marriage of a child, loss of health insurance under another plan. Notification beyond 30 days of the event will delay any additions of persons to benefits until the next open enrollment period. If failure to report the event within 30 days results in additional benefit costs by the City, the employee/retiree may be held responsible for such costs. Surviving spouses who remarry after the death of the retiree may not add a new spouse or dependent child to City benefit plans.

Section 6: Employees/Retirees Married to Employees/Retirees

Where two employees/retirees are eligible for benefits through the City (Employer) and are legally married to each other, they will be enrolled under one contract as a subscriber and spouse and receive benefits under one contract (health, dental, vision, dependent life insurance). This applies to any eligible employee/retiree relationship. However, each employee is entitled to Basic and

Optional life insurance coverage.

Section 7. The City will make available to the COAM bargaining unit the Employee Voluntary Benefits Program and a voluntary Long Term Disability program. These voluntary benefits are one hundred percent paid for by the employee through payroll deduction. The Employee Voluntary Benefits Program includes: pre-paid legal, IRC Section 529 College fund, short term disability and cash value life insurance.

## **XV. WORK RELATED INJURY**

### Section 1:

- a) Employees will be covered by the applicable Worker's Disability Compensation Act.
- b) The Employer further agrees that employees whose absence from work is due to illness or injury arising out of and in the course of their employment with the City, and who are eligible for Worker's Compensation, shall in addition to Workers Compensation benefits, receive the difference between the Workers Compensation benefits and their 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 injury (excluding overtime) commencing the first actual day on which they are unable to work following the day of injury, and continuing thereafter until the 365th day following such injury.
- c) Calculations of pension contributions and sick and vacation accruals shall be based upon regular gross pay.
- d) In the event that employees receive income from other jobs and still remain on Workers Compensation, the amount of the City's contribution shall be reduced by such an amount so that the total of the Workers Compensation, City contribution, and outside income will not exceed the City salary as of the date of the injury.
- e) After the 365th day following said work related injury, employees injured on the job and eligible for Workers Compensation benefits, shall in addition to the Workers Compensation benefits, receive 70% of the difference between the Workers Compensation benefits and their City net salary and all fringe benefits (except clothing and equipment allowance) as of the 365th day following said illness or injury (excluding overtime) until such time as the employees either receive a duty disability pension or are able to return to their original classification or another open classification with the Department if possible, or if not, within the City.
- f) Employees who are able to return to their original classification shall do so. Employees who are not able to return to their classification but are able to perform work in another open classification, shall be offered a position in that classification and their pay shall either be commensurate with the salary or wage grade for that position, or 70% of the salary or wage grade of their original classification or position, whichever is higher.
- g) Following the 365th day, employee's health and ability to perform work for the City shall be reviewed.
- h) After the 365th day, if employees who are receiving income from another job outside the City are 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 employees' salary or wage grade. In other words, once employees earn 30% of their salary or wage grade, any additional money earned will decrease the City's contributions by a like amount.
- i) Commencing with the 366th day of illness or injury, employees may use accumulated sick time in such an amount so as to receive full salary when added to the 70% benefit level, until receiving a disability pension or returning to their original or an open classification.

Section 2: The Workers Compensation and Pension benefits paid to an employee or a retiree shall be coordinated so that the amount of pension paid to that person shall be reduced by the amount of the Workers Compensation payments. Upon termination of the period for payment of

Workers Disability Compensation, arising on account of their City employment, the employee or retiree shall again receive their full periodic pension payments.

Section 3: During the period of time employees are receiving Worker Compensation and supplemental pay, their salary and fringe benefits (excluding clothing and equipment allowance) shall be in accordance with the pay schedules and benefits contained in the current collective bargaining agreement. Final average compensation shall include any weekly Workers Compensation payments received by employees while still an employee of the City of Ann Arbor.

## **XVI. GENERAL**

Section 1: The Employer will provide bulletin boards in the Police building which may be used by the Union for posting notices, including, but not limited to, notices of the following types:

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

Section 2: The Union recognizes that the City has a statutory and Charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or sub-contracting shall not be used for the purpose nor intention of undermining the Union nor discriminating against any of its members nor shall it result in a reduction of the present work force nor reduce any member(s) rank classification.

Section 3: The Employer reserves the right to suspend or discharge employees who are not fit to perform their duties in a satisfactory manner. Such action shall only be taken if a medical examination performed by a qualified doctor of the Employer's choice at the Employer's expense reveals unfitness. If the employee disagrees with such doctor's findings, then the employee at his own expense may obtain a medical examination from a qualified doctor of his choice. Should there be a conflict in the findings of the two (2) doctors, then a third doctor mutually satisfactory to the Employer and the Union shall examine the employee. The fee charged by the third doctor shall be paid by the Employer and his findings shall be binding on the employee, Employer and the Union. In the event an employee's seniority is terminated pursuant to this Article, he shall be afforded the opportunity to apply for and the Employer will attempt to place him in a position with another department with the Employer and if he is employed by another department he shall retain all accrued benefits.

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

Section 4: The Employer shall make reasonable provisions for the safety and health of the employees during the hours of their employment and shall endeavor to maintain its equipment in safe operating condition and equipped with safety appliances prescribed by law. The Employer shall furnish such protective devices and/or equipment as it deems necessary to properly safeguard the health of the employees and protect them from injury.

- a) Every employee shall faithfully observe all safety rules and shall use such safety devices and/or equipment as is required thereby. Any infraction of any safety rule or failure to use such safety devices or equipment shall subject the employee to disciplinary action and in case of flagrant or serious violation, to dismissal.
- b) In the event an officer believes that his assigned vehicle is unsafe for use during his tour of duty, he shall return it to the station. If his immediate supervisor agrees with the officer, the vehicle shall be tagged and parked. Except for 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 designated representative in writing. It is understood and agreed that the vehicle will at all times be maintained in a state of general repair and will be mechanically functional. If it is determined by the employee and his shift supervisor that an assigned patrol vehicle is in violation of this Section the vehicle will be deadlined and not be used until repairs are completed.

Section 5: Any employee involved in any accident shall immediately report said accident and any physical or personal injury sustained therein to the Chief of Police. When required by the Chief, the employee shall make out any and all accident reports requested by the Chief and shall turn in all available names and addresses of witnesses to any accident. Failure to comply with this provision may subject such employee to disciplinary action.

- a) Employees shall immediately, or at the end of their work each day, report all defects of equipment to their immediate supervisor.
- b) No vehicle will be used that has been driven over six (6) years or eighty (80,000) thousand miles, whichever comes first.

Section 6: Any officer involved in a motor vehicle accident in which he/she is at fault may be disciplined in a manner commensurate with the severity of the accident utilizing the internal personnel complaint procedure. In order to improve the officer's driving ability such discipline shall normally be designed to achieve that end.

- a) If a personnel complaint is to be initiated it shall be served on the Union within 21 days of the accident where the employee was at fault.
- b) Any employee involved in a motor vehicle accident in which he/she is not at fault shall not be disciplined.
- c) Any employee being disciplined for a motor vehicle accident has the full right of hearing and appeal as set forth in Discharge and Discipline Section of the Agreement.

Section 7: The Employer shall not allow anyone, with the exception of the Chief, Deputy Chiefs, Chief's Office Administrator, Professional Standards Lieutenant and Sergeants, the City Administrator or Assistant City Administrator, the City Human Resources Director, the City Attorney, or Assistant City Attorney to read, view, have a copy of, or in any way peruse a member's personnel file, which is kept by the Police Department. This language does not prohibit the above individuals from making official reports regarding information contained therein. Any member may inspect his or her own file in the presence of the Chief or his designee, with the exception of the background investigation reports, anytime between 8 a.m. and 5 p.m., Monday through Friday upon request to the office of the Chief. Nothing in this section shall be construed to diminish the provisions of Bullard-Plawewski Employee Right-to-Know Act. Act No. 397 of the P.A. of 1978.

Section 8: The Employer agrees to recognize as a permanent advisory board, the uniform board. The Board will be composed of two (2) representatives of each of the four (4) bargaining units recognized in the Ann Arbor Police Department. These members shall be appointed by their various units. The members shall elect at each meeting a chairman. The Board, by majority vote, will advise the Chief of Police in matters concerning the type, style, and wearing of police uniforms except during emergencies. Board members will solicit input from officers impacted by proposed changes to specialty uniforms; e.g. bike officers, motorcycle officers, etc. Meetings of this committee will be held at least twice a year in the months of January and July. It is understood by both parties of this Agreement that this board is advisory only and the final decision in all cases rests with the Police Chief.

Section 9: Retirement benefits shall be in accordance with the applicable terms of Chapter 18 of Ann Arbor City Code in effect as of the date of this agreement except for the changes specifically provided for in this agreement (See Appendix B).

Section 10: The Employer shall provide well-balanced meals during emergency conditions or

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

Section 11: An employee will not be prohibited from being deputized by the Sheriff in Washtenaw County.

Section 12: Mileage. The Employer shall reimburse employees who use their personal vehicles for City business at the current City rate.

Section 13: The Employer shall provide paid parking space within a reasonable distance from the police station for the use of employees. A reasonable distance shall include the William and Fourth parking structure and any other facility or lot within a radius of 1,600 feet from City Hall.

Section 14: The Employer agrees to reimburse employees, on a pro-rata basis according to the condition and age, for all necessary and reasonable personal articles damaged in the line of duty. The Chief shall make the determination on the pro-rata compensable value of an article claimed for reimbursement pursuant to this Section.

- a. The City will reimburse employees who break eyeglasses, on a pro rata basis according to condition and age, for the reasonable value of eyeglasses that are damaged in the line of duty not through negligence of the employee. It is understood the eyeglasses become the property of the City after reimbursement is made. In the event the employee receives compensation from his/her insurance company or from any other third party for damaged eyeglasses, this section shall not apply. It is understood between the City and Union that the maximum amount to be reimbursed for lost or damaged eyeglasses is two hundred and fifty dollars (\$250).

Section 15: Special conferences on important matters will be arranged between the Union and the Chief of Police or the City or their designated representatives upon the request of either party. Such meetings shall be between one or more representatives of the Employer and representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those matters included in the agenda, unless both parties agree to include other items. Conferences shall be held between the hours of 8 a.m. and 5 p.m. Monday through Friday except on holidays unless otherwise agreed to by the parties.

Section 16: Both the Employer and the Union recognize the value of on-the-job training. Such training is to be encouraged. Training assignments will be made on the basis of seniority, interest and qualifications. During a training assignment, the employee being trained will always be supervised by a qualified employee or a qualified supervisor. Under such supervision, the employee being trained will continue to receive his current rate of pay.

Section 17:

- a) Only departmentally approved firearms and ammunition will be utilized by the bargaining unit members while on or off duty.

Specific firearms regulations will be articulated in a Police Department Rule and Regulation, Policy and Procedure, or both.

Section 18: The City or the Department may provide Personnel Rules for use in the City or in the Department. These rules must be submitted by the Human Resources Director if they are City rules and by the Chief if they are Departmental rules, to the City Administrator; and they shall become effective upon the City Administrator's approval. In any conflict between the City or

Departmental rules and this Agreement, this Agreement shall take precedence. It is agreed that Union members shall be part of a committee to discuss and review any new Department or City Personnel Rules.

Section 19: Should the Michigan Commission on Law Enforcement Standards (M.C.O.L.E.S.) institute a fee for police officer certification or recertification, said fee will be paid entirely by the Employer.

Section 20: If during the life of this Agreement any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any 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 Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.

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

Section 22: No agreement or understanding contrary to this collective bargaining Agreement, nor any alteration, variation, waiver, or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreements that conflict heretofore existing except that pursuant to an understanding between the parties reached at the conclusion of the 1989 pension related negotiations, separate individual contracts or guarantees will be entered into between the City, the Union and each bargaining unit member following the form set out as Appendix B.

Section 23: The Union shall be allowed six (6) employee members of the Bargaining Committee (no more than five shall be paid) who will be granted straight time hours for the time spent during the normal working day in negotiations with the City. Employees who bargain on other than normal regularly scheduled work days will be granted straight time compensatory time for hours spent bargaining with the City, regardless of the number of compensatory hours accumulated.

Section 24: Pay checks. Normal payday will be on Thursday. The only exceptions shall be when there is a computer malfunction or such other adverse event which is beyond the Employer's control.

## **XVII. DURATION**

Section 1. This agreement shall become effective as of its date of execution and shall remain in full force and effect until the 30th day of June, 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 or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this agreement.

**APPENDIX A – WAGE SCHEDULES**

**Wage Schedule – 7/1/06 COAM**

<u>Position</u>	<u>&lt; 7 Years</u>	<u>After 7 Years</u>	<u>After 12 Years</u>	<u>After 18 Years</u>
Staff Sergeant 158761	\$73,216.00 \$2,816.00 \$35.20	\$74,984.00 \$2,884.00 \$36.05	\$76,814.40 \$2,954.40 \$36.93	\$78,665.60 \$3,025.60 \$37.82
158760				\$76,336.00 \$2,936.00 \$36.70
Lieutenant 158731	\$78,374.40 \$3,014.40 \$37.68	\$80,350.40 \$3,090.40 \$38.63	\$82,284.80 \$3,164.80 \$39.56	\$84,260.80 \$3,240.80 \$40.51

**Note:** 1) No change in pay rates  
2) Eliminate old “Starting” / “1 Year” / “5 Year”

8/15/07

**Equity Adjustment Effective 7/1/07 COAM**

<u>Position</u>	<u>&lt; 7 Years</u>	<u>After 7 Years</u>	<u>After 12 Years</u>	<u>After 18 Years</u>
Staff Sergeant 158761	\$74,464.00 \$2,864.00 \$35.80	\$76,252.80 \$2,932.80 \$36.66	\$78,124.80 \$3,004.80 \$37.56	\$79,996.80 \$3,076.80 \$38.46
158760				\$77,625.60 \$2,985.60 \$37.32
Lieutenant 158731	\$78,374.40 \$3,014.40 \$37.68	\$80,350.40 \$3,090.40 \$38.63	\$82,284.80 \$3,164.80 \$39.56	\$84,260.80 \$3,240.80 \$40.51

**Note:** 1) 1.7% increase for Staff Sergeants (Create 6% spread between Staff Sgts. And Detective III)  
 2) 0% increase for Lieutenants (keep at 2006 rate) - Result in 5.3% spread between Lts. And Sgts.

8/15/07

## Wage Schedule Adjustment Effective 7/1/07 COAM

<u>Position</u>	<u>&lt; 7 Years</u>	<u>After 7 Years</u>	<u>After 12 Years</u>	<u>After 18 Years</u>
Staff Sergeant 158761	\$75,774.40 \$2,914.40 \$36.43	\$77,584.00 \$2,984.00 \$37.30	\$79,974.60 \$3,057.60 \$38.22	\$81,390.40 \$3,130.40 \$39.13
158760				\$78,977.60 \$3,037.60 \$37.97
Lieutenant 158731	\$79,747.20 \$3,067.20 \$38.34	\$81,764.80 \$3,144.80 \$39.31	\$83,720.00 \$3,220.00 \$40.25	\$85,737.60 \$3,297.60 \$41.22

**Note:** 1) 1.75% across-the-board wage increase

8/15/07

## Wage Schedule - 1/1/08 COAM

<u>Position</u>	<u>Starting Pay</u>	<u>After 7 Years</u>	<u>After 12 Years</u>	<u>After 18 Years</u>
Staff Sergeant 158761	\$76,731.20 \$2,951.20 \$36.89	\$78,561.60 \$3,021.60 \$37.77	\$80,496.00 \$3,096.00 \$38.70	\$82,409.60 \$3,169.60 \$39.62
158760				\$79,955.20 \$3,075.20 \$38.44
Lieutenant 158731	\$80,745.60 \$3,105.60 \$38.82	\$82,784.00 \$3,184.00 \$39.80	\$84,760.00 \$3,260.00 \$40.75	\$86,819.20 \$3,339.20 \$41.74

**Note:** 1) 1.25% across-the-board wage increase

8/15/07

## Wage Schedule - 7/1/08 COAM

<u>Position</u>	<u>Starting Pay</u>	<u>After 7 Years</u>	<u>After 12 Years</u>	<u>After 18 Years</u>
Staff Sergeant 158761	\$78,644.80 \$3,024.80 \$37.81	\$80,516.80 \$3,096.80 \$38.71	\$82,513.60 \$3,173.60 \$39.67	\$84,468.80 \$3,248.80 \$40.61
158760				\$81,952.00 \$3,152.00 \$39.40
Lieutenant 158731	\$82,763.20 \$3,183.20 \$39.79	\$84,864.00 \$3,264.00 \$40.80	\$86,881.60 \$3,341.60 \$41.77	\$88,982.40 \$3,422.40 \$42.78

**Note:** 1) 2.5% across-the-board increase

8/15/07

## APPENDIX B -

These Sections were extracted from Appendix B of the City of Ann Arbor and Command Officers Association of Michigan July 1, 1989 to June 30, 1991 collective bargaining agreement and are still in effect.

7. Effective July 1, 1989, all retiring employees will have payments for unused sick leave, compensatory time and vacation paid out in five (5) equal annual payments. The first payment will commence on the date of retirement. The remaining four annual payments will be on the anniversary date of the retirement and will include interest on the unpaid balance at a rate of interest based on the latest one year average government "T bill" auction rate preceding the interest payment. Such payments are not included in final average compensation.
  
8. The parties hereby agree that for employees hired after January 1, 1982 and before August 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 negotiations upon the expiration of this agreement after June 30, 1991.

## APPENDIX C - HEALTH INSURANCE 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 (\$1,800 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)	1st pay in October
Quarter 2: (October – December)	1st pay in January
Quarter 3: (January – March)	1st pay in April
Quarter 4: (April – June)	1st 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 - DENTAL BENEFITS**

### Class I and II Benefits - Basic Dental Services – 75%

Diagnostic and Preventative Services: Services and procedures employed by dentists to evaluate existing conditions and/or to prevent the occurrence of dental abnormalities or disease. Such services might include examinations, prophylaxes and topical applications of fluoride solution.

Emergency Palliative: Nonspecific treatment employed by dentists to temporarily relieve pain and discomfort.

Radiographs: X-rays, as required or in connection with the diagnosis of a specific condition.

Oral Surgery services: Extractions and other surgical dental procedures employed by dentists.

Endodontic services: procedures employed by dentists for the treatment of teeth with diseased or damaged nerves; e.g., root canals.

Periodontic Services: Procedures employed by dentists for the treatment of the diseases of the gums and supporting structures of the teeth.

Restorative Services: Services employed by dentists to rebuild, repair or reform the tissues of the teeth. Restorative services are not limited to those listed below:

- a. Minor restorative services usually include amalgam, synthetic porcelain or plastic restorations, and relines and repairs to prosthetic appliances.
- b. Major restorative services usually include crowns, jackets and gold related services when the teeth cannot be restored with another filling material.

### Class III Benefits - Prosthodontic Services - 50%

Services and appliances such as bridges and partial and completed dentures that replace missing natural teeth.

### Class IV Benefits - Orthodontic Services - 50%

Services, treatment and procedures required for the correction of malposed teeth. Eligible people are covered only to age 19.

### Maximum Payment

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

### Waiting Period

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

### Enrollment

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

**APPENDIX E – HEALTH CARE SUMMARY**

COAM Health Care Summary  
As of October 1, 2007

<i><b>Plan Provision</b></i>	<i><b>Effective 10-01-2007</b></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 Copay: Routine	\$15
Office Visit Copay: Specialist (Includes Chiropractic Visits)	\$15
Urgent Care Copayments	\$15
Additional Inpatient Hospital Deductible	\$0
Prescriptions: 30-Days Brand/Generic	\$25 / \$10
Maintenance Drugs: Required Mail Order 90-Days Brand/Generic	\$25 / \$10

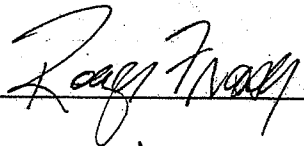
***This Summary is intended to be a brief description of plan provisions, and is not all-inclusive. Please call your Plan Administrator with any questions.***

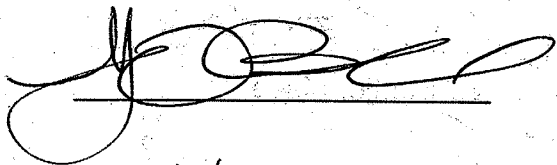
**MEMORANDUM OF UNDERSTANDING**

It is expressly agreed between the City of Ann Arbor and the Command Officers Association of Michigan that as provided in Sections 7 and 8 of Appendix B of the July 1, 1989 to June 30, 1991 collective bargaining agreement, the benefits, rights, conditions and obligations contained therein shall survive the expiration of the July 1, 1989 to June 30, 1991 collective bargaining agreement and shall remain in full force and effect consistent with said sections 7 and 8 of Appendix B until all of its terms are satisfied regardless of any change in City administration or bargaining representation unless specially modified by written, mutual consent of the parties. The contents of Appendix B shall be incorporated into successor collective bargaining agreements until all of its terms and conditions are satisfied.

FOR THE CITY

FOR THE COMMAND OFFICERS  
ASSOCIATION OF MICHIGAN

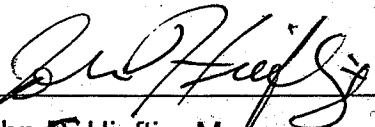
  
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Date 1/23/08

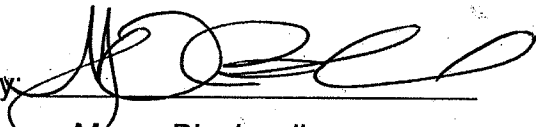
  
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Date 1/11/08

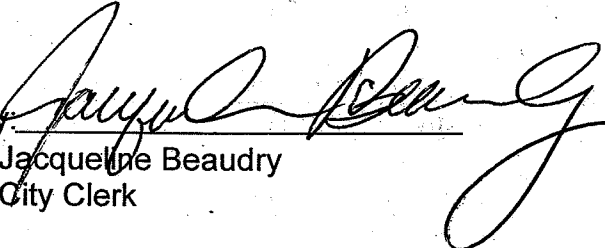
IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed on the day and year first above written.

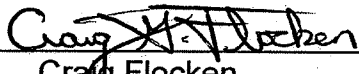
EMPLOYER  
CITY OF ANN ARBOR

UNION  
COMMAND OFFICERS ASSOCIATION OF MICHIGAN

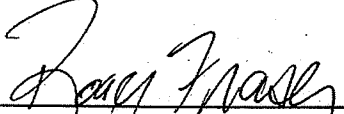
By:   
John C. Hieftje, Mayor


By:   
Myron Blackwell  
Its: President

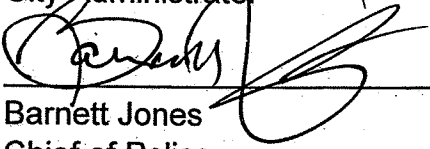
By:   
Jacqueline Beaudry  
City Clerk

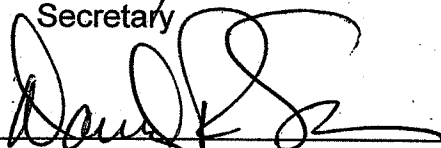
By:   
Craig Flocken  
Its: Vice President

Approved as to Substance:

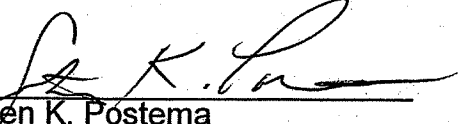
  
Roger Fraser  
City Administrator

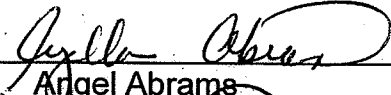
By:   
Brian Jatozak  
Its: Secretary

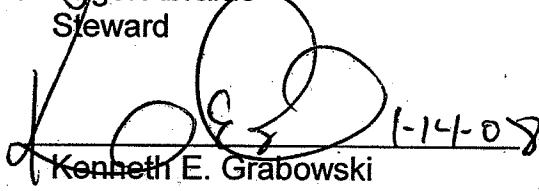
  
Barnett Jones  
Chief of Police

By:   
Dave Strauss  
Its: Steward

Approved as to Form:

  
Stephen K. Postema  
City Attorney

By:   
Angel Abrams  
Its: Steward

By:  1-14-08  
Kenneth E. Grabowski  
Its: Business Agent

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