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Title: Resolution to Approve the Collective Bargaining Agreement with the Ann Arbor Police Officers Association Effective January 1, 2015 - December 31, 2015

Sponsors: [Stephen Kunselman](#), [Christopher Taylor](#), [Chuck Warpehoski](#), [Julie Grand](#), [Jane Lumm](#)

[History \(1\)](#)   [Text](#)

**Title**

Resolution to Approve the Collective Bargaining Agreement with the Ann Arbor Police Officers Association Effective January 1, 2015 - December 31, 2015

**Memorandum**

Human Resources Services recommends approval of the attached Resolution for the new Collective Bargaining Agreement between the City of Ann Arbor and Ann Arbor Police Officers Association.

Highlights of the negotiated agreement include:

- 1) One (1) year contract
- 2) 2.75% increase effective January 2015.

Budget/Fiscal Impact - The recommended changes to the agreements are within the FY2015 adopted budget and consistent with FY2016/FY2017 projections that were recently shared with Council.

**Staff**

Prepared by: Evelyn Algarin-Jackson, Human Resources Safety Services Partner  
Reviewed by: Robyn Wilkerson, Human Resources and Labor Relations Director  
Approved by: Steven D. Powers, City Administrator

**Body**

Whereas, The current collective bargaining agreement between the City of Ann Arbor and Ann Arbor Police Officers Association expires on December 31, 2014;  
Whereas, The parties have reached a settlement on a new agreement, which includes a one (1) year term and a 2.75% increase effective January 1, 2015; and

Whereas, The City Administrator recommends approval of the negotiated agreement;  
RESOLVED, That the City Council approve settlement agreement ending December 31, 2015; and

RESOLVED, That the Mayor and City Clerk are authorized and directed to execute the Collective Bargaining Agreement effective January 1, 2015 to December 31, 2015 on behalf of the City, after approval as to substance by the City Administrator and approval as to form by the City Attorney.

Sponsored by: Councilmembers Kunselman, Warpehoski, Grand, Lumm and Mayor Taylor

**COLLECTIVE BARGAINING AGREEMENT**

**CITY OF ANN ARBOR**

**AND**

**ANN ARBOR POLICE OFFICERS ASSOCIATION**

**COMMENCING January 1, 2015**

**CONCLUDING DECEMBER 31, 2015**

**TABLE OF CONTENTS**

<b>TABLE OF CONTENTS.....</b>	<b>2</b>
<b>AGREEMENT .....</b>	<b>4</b>
<b>STATEMENT OF PURPOSE.....</b>	<b>4</b>
<b>ARTICLE 1 - DEFINITIONS.....</b>	<b>5</b>
<b>ARTICLE 2 - RECOGNITION .....</b>	<b>6</b>
<b>ARTICLE 3 - MANAGEMENT RIGHTS.....</b>	<b>8</b>
<b>ARTICLE 4 - STRIKES AND LOCKOUTS .....</b>	<b>9</b>
<b>ARTICLE 5 - REPRESENTATION .....</b>	<b>10</b>
<b>ARTICLE 6 - DISCIPLINE AND DISCHARGE .....</b>	<b>12</b>
<b>ARTICLE 7 - GRIEVANCE PROCEDURE .....</b>	<b>16</b>
<b>ARTICLE 8 - SENIORITY .....</b>	<b>19</b>
<b>ARTICLE 9 - LAYOFF AND RECALL .....</b>	<b>22</b>
<b>ARTICLE 10 - TRANSFERS AND VACANCIES .....</b>	<b>23</b>
<b>ARTICLE 11 - LEAVES OF ABSENCE.....</b>	<b>26</b>
<b>ARTICLE 12 - TRAINING AND EDUCATION .....</b>	<b>30</b>
<b>ARTICLE 13 - HOURS.....</b>	<b>32</b>
<b>ARTICLE 14 - WAGES &amp; BENEFITS.....</b>	<b>38</b>
<b>ARTICLE 15 - ALLOWANCES.....</b>	<b>44</b>
<b>ARTICLE 16 - HOLIDAYS .....</b>	<b>45</b>
<b>ARTICLE 17 - VACATION.....</b>	<b>47</b>
<b>ARTICLE 18 - SICK LEAVE .....</b>	<b>50</b>
<b>ARTICLE 19 - LONGEVITY.....</b>	<b>55</b>
<b>ARTICLE 20 - WORK RELATED INJURY .....</b>	<b>56</b>
<b>ARTICLE 21 - SPECIAL CONFERENCES.....</b>	<b>59</b>
<b>ARTICLE 22 - DETECTIVE DIVISION.....</b>	<b>61</b>
<b>ARTICLE 23 - SENIOR OFFICER .....</b>	<b>63</b>

**ARTICLE 24 - HEALTH AND SAFETY ..... 66**  
**ARTICLE 25 - GENERAL ..... 68**  
**ARTICLE 26 - RETIREMENT ..... 73**  
**ARTICLE 27 - SUMMARY PROVISIONS..... 76**  
**ARTICLE 28 - DURATION OF AGREEMENT..... 77**  
**APPENDIX A - Premium Pay Grades ..... 78**  
**APPENDIX B - Health Insurance Cost Containment Waiver Program ..... 79**  
**APPENDIX C - HEALTH CARE PLAN PROVISIONS ..... 81**  
**APPENDIX D - EYEMED VISION PLAN ~ January 1, 2015 ..... 83**  
**APPENDIX E - DENTAL PLAN BENEFITS ..... 84**  
**APPENDIX F: 2015 WAGE SCHEDULE..... 85**  
**INDEX ..... 86**

## **AGREEMENT**

THIS AGREEMENT, entered into on January 1, 2015, between the City of Ann Arbor, a Michigan municipal corporation (hereinafter referred to as the "Employer"), and the Ann Arbor Police Officers Association, Inc., a labor organization existing under the laws of the State of Michigan, (hereinafter referred to as the "Association.")

### **STATEMENT OF PURPOSE**

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

The Employer and the Association agree that for the duration of this Agreement neither shall discriminate against any employee because of race, color, religion, creed, sex, age, condition of pregnancy, marital status, physical limitation, source of income, family responsibilities, educational association, sexual orientation, sworn or non-sworn status, nationality or political belief, or any other categories prohibited by applicable state, local or federal law, nor shall the Employer or its agents nor the Association, its agents or members discriminate against any employee because of his/her membership or non-membership in the Association.

## ARTICLE 1 - DEFINITIONS

1. "Association" means the Ann Arbor Police Officers Association.
2. "Department" means the Ann Arbor Police Department.
3. "Calendar Day" references a 24 hour period beginning at 12:00 a.m. and concluding at 11:59 p.m.
4. "Employer" and/or "City" means the City of Ann Arbor.
5. "Chief" means the Chief of the Ann Arbor Police Department.
6. "Immediate Supervisor" means the immediate supervising officer of the member.
7. "Division Commander" means officer in charge of any division.
8. "Notice to Association" means a written interoffice memorandum addressed and forwarded to the President of the Association.
9. "Employee" means any non-supervisory, sworn police officer of the City of Ann Arbor.
10. "Executive Board" means the eight elected stewards of the Association and the eight elected officers of the Association, as defined in the Association's By-laws.
11. "Emergency Conditions" means any unforeseen combination of circumstances or the resulting state that calls for immediate action.
12. "Police Academy" refers to basic (initial) certified police training, (both State approved and/or departmental) which is normally provided before an officer is assigned.
13. Holiday Pay – Compensation for holidays specified in this contract which is available to all active employees of the City.
14. Holiday Premium Pay – This compensation is a negotiated benefit for members when they work on a holiday specified in this contract.

## ARTICLE 2 - RECOGNITION

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

Section 2 : Aid to Other Organizations. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Association.

Section 3: The Association agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Association activity during working hours.

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

Section 4: It is understood and agreed that all present employees covered by this Agreement who are members of the Association shall, as a condition of continued employment, remain members in good standing for the duration of this Agreement or cause to be paid to the Association a representation fee equivalent to the monthly Association dues uniformly required of all Association members. All present employees covered by this Agreement who, on the effective date thereof, were not members of the Association shall, as a condition of continued employment, become and remain members in good standing of the Association within 31 days after the execution of this Agreement or upon the completion of their probationary period, whichever is later, or cause to be paid to the Association a representation fee equivalent to the monthly Association dues uniformly required of all Association members. All employees covered by this Agreement who are hired after the effective date hereof shall, as a condition of continued employment, become and remain members of the Association in good standing or pay a representation fee equivalent to the monthly Association dues uniformly required of all Association members upon the completion of their probationary period.

- (a) It is understood and agreed between the City of Ann Arbor and the Ann Arbor Police Officers' Association that Article 2, Section 4 of the agreement shall be interpreted to require new employees to become and remain members of the Association in good standing or pay a representation fee equivalent to the monthly association dues uniformly required of all Association members upon the completion of six months of service.
- (b) The Association shall defend, indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability arising out of this section.

Section 5: The Employer agrees to deduct the regular monthly dues or representation fee in the amount certified to the Employer by the Association from the last paycheck of every month of each employee who has executed a currently valid payroll deduction authorization card. The Association shall defend, indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability arising out of this section.

Section 6: The Employer shall not refuse to meet, negotiate or confer on matters with representatives of the Association as set forth in the Agreement.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

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

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

The Association recognizes the right of Management to reorganize Departmental functions covered by this Agreement. Management recognizes that such reorganization shall not be arbitrary or capricious.

## **ARTICLE 4 - STRIKES AND LOCKOUTS**

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

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

## **ARTICLE 5 - REPRESENTATION**

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

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

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

- 1 President
- 1 Vice President - Bargaining
- 1 Vice President - Operations
- 3 Patrol Bureau Stewards
- 1 Administrative Services Bureau Steward
- 1 Detective Bureau Steward
- 1 P.S.S. Steward (separate unit)
- 1 Secretary
- 1 Treasurer
- 1 Sgt at Arms
- 1 Year Trustee
- 1 Year Trustee

Section 4: The bargaining committee of the Association will include not more than four (4) Association members. It may also include non-employee representatives of the Association not more than two (2) in number. In addition, the Association may have two (2) alternate bargaining committee members. However, the Association shall not have more than four (4) Association members and two (2) non-employee representatives of the Association attending any of the negotiation meetings with the City. The Association will give to management in writing the names of its employee representatives and alternates on the bargaining committee.

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

## **ARTICLE 6 - DISCIPLINE AND DISCHARGE**

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

Section 2: The supervisor, after notifying the employee of the complaint or allegation in accordance with Section 1 above, shall, as soon as possible, reduce the allegations or complaint to writing and cause it to be presented to the employee within fourteen (14) calendar days or if the employee was relieved of duty in accordance with Section 5 of this Article, the supervisor shall give positive notification of the allegations to the employee not later than the conclusion of the next day. The employee shall have until his/her next working day after receipt of the written allegations to reply. If the employee's reply is unclear to the supervisor, the reply shall be returned to the employee for clarification. The employee shall have until his/her next working day to submit a clarification. The investigation shall be conducted with all possible haste and, except for complicated matters, shall be concluded within fourteen (14) calendar days from the date the employee answers the allegation. If the investigation is to take longer than fourteen (14) calendar days, the supervisor will notify the employee and tell him/her why it is being delayed.

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

Section 3: The investigating supervisor shall, upon completion of his investigation, make a recommendation to the employee's Division Commander regarding the formal disposition of the complaint, and, if that recommendation is "sustained", 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 Division Commander(s) will, when necessary, administer written discipline and when warranted 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) calendar days following receipt of the Deputy Chief's recommendation.

Section 4: Any employee involved in a motor vehicle accident in which he/she is at fault may be disciplined in a manner commensurate with the severity of the accident utilizing the internal personnel complaint procedure. If an employee is disciplined such discipline shall normally be designed to improve the officer's driving ability.

- (a) Any employee involved in a motor vehicle accident in which he/she was not at fault shall not be disciplined.
- (b) Any employee being disciplined for a motor vehicle accident has the full right of hearing and appeal as set forth in the Discharge and Discipline Section of this Agreement.

Section 5: In severe cases where it is necessary for the Employer to relieve the employee of duty, the employee shall be informed of the reason for the relief from duty. The employee will be allowed the opportunity to discuss the relief from duty with a Steward before being required to leave the premises. In the event an employee is relieved from duty, his/her salary and other benefits shall be continued during this period.

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

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

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

Section 6: The forms of discipline shall be limited to the following:

- (a) WRITTEN WARNING: A form of progressive discipline whereby an employee is notified, in writing, that his/her conduct is unsatisfactory in that it does not measure up to the minimal acceptable work level or conduct of the department. When a written reprimand is issued to an employee, he/she shall signify his/her receipt of said reprimand by signing same and he/she shall be furnished a copy of the reprimand and the original shall be placed in the employee's personnel file. If the employee wishes to record his/her position regarding the action, he/she shall have the right to note his/her position and attach a memo to the warning, setting forth said position.
- (b) REASSIGNMENT: Reassignment is an involuntary assignment and may include changes in working hours, pay, days off, and types of work performed. However, said work reassignment shall not be of a nature not normally performed by an employee of the reassigned employee's rank. The reassignment must be within the department. If the reassignment is for a designated period, the employee will return to their original assignment at the end of that period. The employee shall receive full benefits and salary of the position to which he/she has been reassigned for an employee of his/her seniority level.
- (c) DEMOTION: Demotion from Senior Officer I and Senior Officer II is an involuntary change and may include changes in pay.
- (d) 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.
- (e) DISMISSAL: A complete and final separation from employment of the Employer. It is recognized by both the Employer and the employee that the employee may continue to be represented by his/her bargaining unit after dismissal through all prescribed contractual appeals.

Section 7: If the employee is not satisfied with the Division Commander's decision on discipline, he/she may appeal said decision to Chief of Police; provided a written appeal is presented to the Chief within fourteen (14) calendar days after the Division Commander makes his/her decision. The Chief will review the complaint or allegation, charges, investigation, disciplinary decision and written appeal submitted by the employee. He/she will affirm or modify the proposed discipline and notify the employee and Association in writing of said decision within fourteen (14) calendar days of receipt of the appeal.

Section 8: In the event the employee believes the discipline administered by the Chief, or Division Commander (s) was unjust, it shall enter the grievance process at Step 5.

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

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

Section 11: Upon returning to the Justice Center, the officer will make him or herself available for interview by appropriate command and investigative personnel. Written police reports will be completed upon the request of proper authority and in accordance with department procedures. An officer will be allowed to have legal representation of his/her choice present during both the interview and report writing time. The attorney must arrive within a reasonable time so as not to cause the investigation to be delayed unnecessarily.

Section 12: Where as a result of the review of a complaint or the investigation of misconduct a decision is made not to pursue disciplinary action under the terms of Article 6 of this agreement the employer may issue a verbal warning or reprimand, or make a notation on the employee's evaluation work sheet.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

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

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

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

It is recognized that some issues that may be the focus of a grievance are only able to be addressed properly at Step 4, 5 or 6. Examples of this are issues related to benefits or issues that affect multiple union members. In these cases, the union may appeal to the Chief of Police to "fast track" the process skipping steps 1-3. If a new grievance is submitted to the Chief of Police, she/he will either handle the grievance starting at step 4 or will direct the union to begin at Step one.

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

STEP 2: If the matter is not satisfactorily settled in Step One, the aggrieved employee shall report such grievance to his/her Steward as soon as possible, but in any case within fourteen (14) calendar days of the event giving rise to the grievance. Such report shall be in writing and shall set forth the nature of the grievance, the date of the matter complained of, the names of the employee or employees involved and the circumstances surrounding the grievance. The Steward shall then discuss such grievance with the employee's supervisor in an attempt to resolve the grievance. This discussion shall be had within fourteen (14) working days of receipt of the grievance by the Steward and a written answer rendered by the supervisor within fourteen (14) working days after said discussion with a copy of said answer going to

the employee and the Steward.

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

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

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

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

Section 4: If the grievance is submitted to an arbitrator by the Director of Human Resources under Step 5, the City shall pay the arbitrator's fee. If the grievance is submitted to arbitration pursuant to Step 6, the expenses and fees of arbitration shall be shared equally by the Employer and the Association. Unless mutually agreed by both parties, a court reporter shall be scheduled to transcribe the arbitration proceedings. Each party will pay one half the costs.

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

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

Section 7: The Employer and the Association shall agree on a grievance form. Once such agreement is reached, the form shall be prepared by the Employer and provided to the Association and employees as requested. One copy of this form shall be the property of the employee filing the grievance.

## **ARTICLE 8 - SENIORITY**

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

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

### Section 2 : Probationary

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

attributes which qualify him/her for regular employee status. During the probationary period the employee shall have no seniority status and may be terminated in the discretion of the Employer without regard to his/her relative length of service. Unsatisfactory employees shall be terminated.

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

Section 3: Seniority List

The Employer will maintain an up-to-date accessible electronic version of the unit's seniority list which will be available to the union.

The names of all employees who have completed their probationary period shall be listed on the seniority list starting with the senior employee's name at the top of the list. The seniority list on the date of this Agreement will show the names, job titles, and will also include the dates of City seniority, Departmental seniority, and position classification seniority.

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

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

## ARTICLE 9 - LAYOFF AND RECALL

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

### Section 1:

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

Section 2: Any employee laid off from City employment will be offered the opportunity to receive a cash out payment for banked vacation, personal or compensatory time at the time of the layoff. If the employee chooses not to take an immediate payout, his/her banks will be retained by the City for up to six (6) months and will be made available to the employee if he or she is recalled to work within that six month period. If the employee is not recalled within six (6) months, the payout of any accrued vacation, personal or compensatory time will be made at that time. The City will maintain a laid off employee's sick bank during the entire period of layoff. If the employee is recalled from layoff, his/her sick leave bank will be restored.

Section 3: For the purpose of layoffs and recalls only, the Association's President and Vice-Presidents 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 aforespecified Association positions have exercised their actual seniority. It is understood and agreed that the super-seniority referred to in this Section is solely for the purpose of retaining a job in the department and under no condition can it be exercised for job preference under any of the terms and provisions of this contract. The Association shall defend, indemnify, and save the Employer harmless against any and all claims, demands, suits, or other forms of liability arising out of this section.

## **ARTICLE 10. TRANSFERS AND VACANCIES**

Section 1: The Employer shall have the right to temporarily transfer employees within the bargaining unit from one classification to another for a period not to exceed one identified patrol shift period. An employee may only be temporarily transferred (forced transfer) once per any consecutive rolling 12 month period. Such employees will receive the rate of pay of the higher classification for all hours worked while serving in such position. During such Employer initiated transfer, the employee's position seniority in their original classification will continue uninterrupted.

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

### Section 2:

- a. In the event of a vacancy or newly created position within the unit, said vacancy or newly created position shall be e-mailed to all members and the Association at least seven (7) days prior to the specified date of application. During said seven (7) day period, employees interested in being considered for said vacancy or opening shall submit an approved application to the Chief expressing their desire and qualifications.
- b. The job shall be awarded to the employee with the best qualifications who possesses the ability and interest to perform the job as determined by the selection process.
- c. In case there are two or more bidding employees who possess equal qualifications, ability and interest, the most senior employee shall be awarded the job. In the event the job vacancy is filled from those employees within the unit the employee thus awarded the job shall assume the position as soon as is practical after the award is made and shall be on job probation for a period of six (6) months commencing with his/her first actual day on the job.
- d. An employee may be removed or request to be removed, without prejudice, from the job any time during the six (6) months probationary period if he/she demonstrates that he/she does not have the ability, skills or other attributes to satisfactorily perform the requirements of the job. In the event the employee is removed from the job or requests to be removed during his/her position

probationary period, the employee shall have the right to return to the position he/she immediately left if it is open.

- e. If there are other positions open at the time the employee is removed, he/she shall be eligible to apply for those positions, or thereafter, he/she shall return to any open position within the unit to which he/she has the qualifications and ability to perform. With respect to sworn police officers if there are no open positions the employee shall be returned to the Patrol Bureau.
- f. Both the Employer and the Association recognize the value of on-the-job training. In the event of a vacancy in a training position or a newly created training position within the unit, said vacancy or newly created position shall be e-mailed to all members and the Association at least seven (7) days prior to the specified date of application. During said seven (7) day period employees interested in being considered for said vacancy or opening shall submit an approved application to the Chief expressing their desire and qualifications. The job shall be awarded to the employee with the best qualifications who possesses the ability and interest to perform the job as determined by the selection process. In case there are two (2) or more bidding employees who possess equal qualifications, ability and interest, the employee with the most department seniority shall be awarded the job. An employee may be removed or request to be removed from the job any time during the training period if he/she demonstrates that he/she does not have the ability, skills or other attributes to satisfactorily perform the requirements of the job. In the event the employee is removed from the job or requests to be removed, he/she shall return to the permanent classification he/she occupied prior to his/her transfer. Notification of training vacancies shall be sent to all employees on vacation during the seven (7) day posting period.
- g. During a training assignment the employee being trained will always be supervised by a qualified employee or a qualified supervisor.

Section 3:

If an employee is transferred or promoted to a City position which is outside of the Police Department or bargaining unit and later is transferred back to a position within the police department or bargaining unit, the employee will not be credited with accumulated departmental seniority for the time they worked outside of the department or bargaining unit.

With respect to promotions, the transferred employee will be treated as if he/she was a new employee upon return to the department or bargaining unit, and must begin his/her "seniority" for promotions from date of transfer. However, if the time out of the department or bargaining unit was less than one (1) year, no seniority would be lost except for the actual period of absence.

## **ARTICLE 11 - LEAVES OF ABSENCE**

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

Section 2: Family Medical Leave: An employee who, because of a serious health condition which makes the employee unable to perform his or her duties (other than illness or accident compensable under the Michigan Workers Compensation laws), or who has an immediate family member (spouse, other qualified adult, parent or children of the employee) with a serious health condition, or for the birth of a child, or the placement of a child for adoption or foster care, may be granted a leave of absence in accordance with the FMLA. The employee will provide the required documentation and medical certification to the Benefits Supervisor. Employees will continue to accrue paid time off while on leave as long as they are being paid.

Section 3: Child Birth / Adoption: Leave will be granted for up to 6 calendar months if requested. Employee will accrue seniority during the child birth/adoption leave. Disability caused by pregnancy shall be treated as any other temporary illness. Therefore, an employee, upon request, is eligible to use available sick time while on pregnancy leave. Vacation, compensatory, and personal leave time may also be used at the employee's election. Total time to be allowed including use of accrued banked time shall not exceed six (6) months.

Section 4: Medical Leave & Absence: A medical leave may be granted for up to one year, or longer if approved by the employer. The Employer may request additional medical certification at any time during said leave to substantiate the necessity for continued leave. During the course of the leave the employee will continue to accrue banked time as long as he/she is receiving pay.

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

occur.

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

1. External Affairs (Seminars of Association choice)
  - a. Monthly Board Meetings
  - b. Special Training Seminars
  - c. Annual conference (3 days per year will be allowed for two officers for the term of the contract.)
  - d. Special Officer Maintenance Assignments of Short Duration
  
2. Internal Affairs (AAPOA)
  - a. Monthly Membership Meetings
  - b. Special Committee Meetings
  - c. Special Training Seminars
  - d. Executive Board Meetings
  - e. One (1) hour per day for Internal Association Affairs
  - f. Administration of Equalization of Overtime System.

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

Immediate family is to be defined as follows: spouse, other qualified adult (as defined by City policy), mother, father, step-parent, child, or step-child, brother or sister, grandchild, grandparent and the parent, sibling, grandparent, step-sibling, or step-parent of employee's spouse.

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

Section 7: Public Position: A permanent employee who has completed his/her probationary period and who has been elected or appointed to a public position will be granted a leave of

absence without pay for a period of two (2) years or less. An employee elected or appointed to a position shall not accrue seniority while on leave, unless the appointment is police related, and at the expiration of the leave, he/she shall be returned to the permanent job classification which he/she held prior to said leave.

Section 8: Personal Leave: Employees may take up to thirty two (32) hours personal leave in any July 1 through June 30 period. Request for such personal leave must be made at least twenty-four (24) hours before the time requested (Employees on 12 hour shifts may take 4 days as personal time if the personal hours are combined with vacation hours or compensatory time). Personal leave will not be charged as sick leave. 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 time remaining upon completion of the employee's last scheduled work day in the fiscal year shall be converted to compensatory time.

In the event that new employees are added to the Bargaining Unit, they shall accrue eight (8) hours personal leave in each fourth of the first fiscal year of their employment. The four periods will be July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. Once an employee begins working in a second fiscal year, he/she will no longer be considered a new employee for purposes of computing personal leave.

Section 9: Military Leave: Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves of the United States for the purpose of fulfilling their annual field training obligations and when called upon due to temporary civil disturbances. Such leave and return to work after leave shall be consistent with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA). An application for a leave of absence for such purposes must be made as soon as possible after the employee receives his/her orders.

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

Section 10: Jury Duty: An employee who is required to report for and/or perform jury duty as prescribed by applicable laws, for each day on which he/she reports for and/or performs jury duty during hours he/she otherwise would have been scheduled to work for the Employer, shall be paid the difference between what he/she receives from the court as daily jury duty fees and what he/she would have earned from the Employer for the hours lost from work for jury duty not to exceed either eight (8) hours of pay for those working an eight (8) hour per day schedule or ten (10) hours per day for those working a ten (10) hour per day schedule, or twelve (12) hours per day for those working a twelve (12) hour per day schedule at his/her regular straight time hourly rate of pay. This provision shall not apply for any day upon which the employee was excused from jury duty in the time to reasonably permit him/her to return to work on his/her shift for two (2) or more hours unless such employee does so return to work.

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

## **ARTICLE 12 - TRAINING & 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 employees the opportunity to take courses at an accredited college, university or community college. The employee shall be eligible to receive reimbursement for tuition and required textbooks for three (3) courses or ten (10) credit hours per semester or term, subject to and in accordance with other limitations hereinafter provided. Any late registration fees will not be reimbursable.

- (a) In the event that an employee leaves the service of the City within one year after receiving educational benefits under this clause, he/she shall reimburse the City for those monies received in the one year period preceding his/her leaving.
- (b) In order to be eligible for book and tuition reimbursement, the employee must not be eligible for reimbursement from any other source. The employee shall advance the cost of all tuition and required textbooks. Supporting documentation for reimbursement must be filed with the Employer within ninety (90) days of the course/s completion date in order to qualify for reimbursement.
- (c) Courses taken must be job related and approved by the Chief with consideration given to past practice. Courses considered for reimbursement must be part of a published curriculum guideline, thus excluding unspecified electives. The employee must receive prior approval of the course/s from the Chief, and the employee must receive a grade of "C" or better to be eligible to receive reimbursement for any undergraduate level course/s. Reimbursement for under graduate level courses/s and textbooks will be provided at 100% of the total costs up to a maximum of two thousand five hundred (\$2,500) per fiscal year.

- (d) The employee must receive prior approval by the Chief to take graduate level course/s and where the approval of such job related graduate level work is granted, the employee must receive a grade of "C" if deemed a satisfactory grade or a "B" or better. Reimbursement for graduate level course/s and textbooks will be provided at 100% of the total costs up to a maximum of two thousand five hundred (\$2,500) per fiscal year. Only one graduate degree per employee, up to a masters level, will be considered for approval by the Chief. Benefits are available for law school work. The employer will not fund two degrees at the undergraduate or two degrees at the graduate level (however, see attached Letter of Understanding).
- (e) Courses shall be taken on the employee's off-duty time. Courses may be taken during duty hours with the prior approval of the Chief or his/her designated representative. Hours lost under these circumstances shall be made up by the employee, or on the agreement of the employee and the Chief, or his/her designated representative, be deducted from the employee's accrued vacation or compensatory time.
- (f) An employee assigned to a training position for more than six months shall be paid at the current rate for such position.
- (g) When an employee is assigned a training position pursuant to this Section, he/she shall continue to be paid the salary to which he/she is entitled in his/her permanent classification.

## ARTICLE 13 - HOURS

Section 1: The regular work day may consist of twelve (12) hours, ten (10) hours, or eight (8) hours for employees provided however that before changing from one to the other the Employer shall announce in writing four months in advance of the change, the specific bids (tours of duty) to be changed. The regular work day shall consist of eight (8) hours per day for employees assigned to the investigation section. However, this shall not preclude the Employer from reducing its work force in accordance with Article 9.

Section 2: Employees shall be entitled to one rest or break period, not to exceed twenty (20) minutes during their work day. Employees shall be entitled to a forty (40) minute lunch period during their work day. Patrol personnel breaks times may be different based on the number of hours in the members shift.

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

- (a) Shift changes will occur on the first Sunday in January, the first Sunday in May, and the last Sunday in August. Each shift change schedule shall recite for each tour the regular days of work, the regular hours of work and the days of rest.
- (b) Six weeks prior to the posting of a new shift change schedule, the Employer shall furnish the Association President a shift schedule bid form. The Association President or his/her designee shall be responsible for obtaining shift and days-off bids from employees in the unit in accordance with the restrictions designated below and shall return the completed shift schedule to the Employer not later than fourteen (14) calendar days after receiving the shift bid.
- (c) It is understood and agreed that when a vacancy occurs on a shift due to job transfer, resignation, retirement, illness or injury of over four (4) weeks probable duration, the Employer shall have the right to fill said vacancy with an employee from another shift by posting the shift vacancy for bids for three (3) days with the most senior employee who bids being assigned to fill the vacancy. If no bids are forthcoming, the employee with the least seniority of those employees on other shifts shall be assigned to the shift. It is understood

that such change will begin on a Sunday and the Employer will give any employee being moved at least seven (7) calendar days notice prior to the move.

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

Section 4: OVERTIME:

**(a) For those employees working the eight (8) hour per day schedule:** one and one-half times their regular straight time hourly rate of pay shall be paid for all hours worked in excess of eight (8) hours in any work day, and for all hours worked on the sixth work day of the employee's scheduled work week, and two (2) times the employee's regular straight time hourly rate shall be paid for all hours worked on the seventh day of the employee's scheduled work week. The Employer must first take volunteers for work on the sixth day before forcing employees to work on that day.

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

**(c) For those employees working the twelve (12) hour per day schedule:** one and one-half times their regular straight time hourly rate of pay shall be paid for all hours worked in excess of twelve (12) hours in any workday and for all hours worked on the fourth (on weeks where three (3) days are scheduled), fifth or sixth day of the employee's scheduled workweek. The Employer must first take volunteers for work on fourth, fifth or sixth days before forcing employee to work on those days. Two times the employee's regular straight time hourly rate shall be paid for all hours worked on the seventh day of the employee's scheduled work week. The parties agree to these negotiated overtime payments for twelve hour shifts, while acknowledging that under the Section 7(k) of the Fair Labor Standards Act, overtime would only be required to be paid for hours worked over 86 in a 14 day pay cycle.

- (d) Overtime shall be compensated by payment at the appropriate rate:
- (1) All overtime earned with respect to football games at the U of M stadium will be paid in cash unless compensatory time is requested by the employee and approved by the Employer.
  - (2) All other overtime earned will be paid in either cash or compensatory time as requested by the employee.
- (e) Compensatory time accumulation shall not exceed one hundred and sixty (160) hours. Time earned in excess of one hundred and sixty (160) hours will automatically be paid at the appropriate rate in cash. Upon termination or death all compensatory time accumulated will be paid in full. However, if Federal or State law changes so as to make the present system for granting and administering compensatory time and time-off illegal the Employer shall be allowed to change the existing system so as to comply with said law. Employees shall not be allowed to take more than forty (40) hours compensatory time-off in conjunction with vacation leave or at any other single occasion.
- 1) There is no cap on the usage of compensatory time.
  - 2) Employees will be allowed to work for one another and trade compensatory time with the Employer's approval. Officers must follow the procedure of submitting the applicable paperwork no earlier than ten (10) days and no later than twenty-four (24) hours prior to the beginning of the shift.
  - 3) Compensable time-off shall be considered as time worked for the purpose of computing benefits under this Agreement.
  - 4) Voluntary payouts of compensatory banks will be allowed on a quarterly basis.
  - 5) At retirement, the final payout to an employee will consist of a combination of sick, vacation and compensatory banked time up to a maximum of 1650 hours.

Section 5: The Employer has a right to schedule overtime for emergency situations in a manner most advantageous to the Department and consistent with the requirements of public safety. In non-emergency situations where the scheduling of overtime is deemed necessary, officers will be assigned on a voluntary basis. If there are no volunteers available, the Department retains its right to order overtime as in emergency situations. For purposes of overtime scheduling all overtime known over forty-eight (48) hours in advance will be considered non-emergency overtime.

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

- (a) The AAPOA will administrate the EOS. Disputes about overtime assignments made under the EOS will be resolved within the AAPOA and will not be subject to the grievance procedure. The Deputy Police Chief's decision as to the use or non-use of the EOS will also not be subject to the grievance procedure.
- (b) The AAPOA officers administrating the EOS may do so on duty.
- (c) Participation in the EOS is voluntary.
- (d) The EOS will be used to fill special detail overtime assignments only. These assignments are those that have traditionally been scheduled by the Special Services Section. For the 2015 football season, U of M football game assignments will be made under the EOS. Other large scale events, as determined by the Support Services Division Deputy Chief, similar to the NCAA demonstrations will be scheduled without using the EOS. The Support Services Division Deputy Chief, at his/her discretion, will decide whether the EOS will be used in large scale events. The EOS does not apply to overtime worked because of court, committee meetings, holdover overtime, or any function other than a special detail.
- (e) As soon as possible after the need for a special detail is known, the Special Services Section will prepare a detail roster with names of the officers left blank. The names will be filled in by the AAPOA at least two calendar days prior to the detail with the names of the officers to work under the EOS filled in. If there is less than 48 hours lead time between the time the need for the special detail becomes known and the expected start time, assignments will be made under the Emergency Overtime provisions of the collective bargaining agreement.
- (f) The AAPOA will contact all officers participating in the EOS for special details. Time and a half will be filled first with volunteers prior to forcing employees to work. Those who volunteer for the special detail will be paid at time and one half, even if the special detail assignment falls on the officer's 7<sup>th</sup> day of schedule. Those who volunteer for the special detail on a holiday according to their assignment will be paid at double time. As officers accept assignments

their names will be filled in on the roster. Acceptance of an assignment in this manner will be deemed official notification to work and failure to report will be handled as absent without leave.

- (g) Unless approved by a command officer, overtime assignments will not be offered if acceptance of the assignment would cause the officer to work more than sixteen (16) consecutive hours.
- (h) Double time assignments will not be made through the EOS unless an officer is ordered by the employer to work the assignment and the assignment falls on the employee's 7<sup>th</sup> day of schedule or a holiday according to their assignment.
- (i) For the purposes of overtime equalization, any new members added to the unit or any members coming back from a leave of any type will be credited with the highest number of offered overtime hours held by any active unit members.

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

- (a) An Annual Refresher Training (ART) program up to 40-hours will be offered which will consist of various relevant topics.
- (b) In addition to the ART program outlined above, management is permitted to change an employee's scheduled hours and leave days for training assignments of one day or longer, with 14 days advance notice, up to two times per calendar year for employees on days or afternoons, and one time per year for those on midnights, for up to an additional 40 hours annually.
- (c) Management is permitted to change an employee's hours and leave days for one day precision driving training, unless a 2-day school becomes available.

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

Section 8: If criminal court is canceled with less than forty-eight (48) hours notice, the officer will be given the option to report to work and work up to three (3) hours at the contractual rate.

Section 9: If an employee in the Detective Division is called back to work on any other shift, he/she shall be compensated for a minimum of four (4) hours overtime unless such call back shall extend past four (4) hours in which case he/she shall be paid overtime for the exact hours or portion thereof worked.

Section 10: If an employee is called back to work on any other shift, for other than criminal court, he/she shall be compensated for a minimum of three (3) hours overtime unless such call back shall extend past three (3) hours in which case he/she shall be paid overtime for the exact hours or portion thereof worked. This provision includes, but is not limited to, returning to work for court appearances (other than criminal court) and EOS assignments. If an employee is called back to work on any other shift for criminal court, he/she shall be compensated for a minimum of four (4) hours overtime unless such call back shall extend past four (4) hours in which case he/she shall be paid overtime for the exact hours or portion of an hour worked. If an employee is called back within eight (8) hours of the end of his/her regular shift, he/she shall be compensated at the rate of time and one half. This shall not apply to shift change days.

Section 11: An employee called back to work because of negligence of duty shall not be entitled to overtime compensation. Determination of when an employee will be called in under such circumstances will normally not occur where the timeliness of rectifying the perceived negligence will not impact operational efficiency by waiting until the employee is next scheduled to return to duty. Where it is deemed necessary to call an employee back to work because of perceived negligence the employee affected will be given a written memo outlining the negligent action and necessity for callback of the employee.

## ARTICLE 14 - WAGES & BENEFITS

### Section 1:

- (a) There will be a 2.75% across the board wage increase effective January 1, 2015.
- (b) Employees in the classification of Senior Officer I, Senior Officer II, Detective I and Detective II, on July 1<sup>st</sup> of each contract year will receive a two hundred dollar (\$200) annual lump sum payment, payable the second paycheck in July. Additionally, employees in the classifications of LAWNET or SIS on July 1<sup>st</sup> of each contract year, who come from the classification of Senior Officer II, will receive a two hundred dollar (\$200) annual lump sum payment, payable the second paycheck in July.
- (c) Employees who perform the duties of a Field Training Officer (FTO), shall be compensated at a premium rate of 15% above their normal rate while performing such duties.
- (d) Employees who possess a Bachelor's degree from an accredited college or university shall receive a 3.75% education bonus after they have completed one (1) year of continuous service, as reflected in the wage tables.
- (e) Employees who possess an Associate's degree from an accredited college or university shall receive a 1.50% education bonus after they have completed one (1) year of continuous service, as reflected in the wage tables. Members of the AAPOA who did not have an Associate's Degree by February 24, 2009, will only receive the Educational Premium Pay of 1.5% if they have an Associate's Degree in one of the following disciplines; Criminal Justice, Political Science, Computer Forensics, Public Administration, Public Safety Administration, Information Technology, Management Administration, Business Administration, Emergency Management, Social Work, Sociology, or Psychology.

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

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

- a) All Employees are required to participate in payroll direct deposit.
- b) There will be no paper advices or yearly mailings of W2 forms. Employees pay advices and W2 forms will be available at their individual City webpage.

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

Section 2: 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 3: Insurance

#### A. Active Employee Health Care Coverage

After three (3) months of employment, 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. Employees may elect coverage under the PPO Plan for which they shall pay no monthly premium contributions but for which they shall pay an annual deductible and other costs as described below and in Appendix C to this Agreement. Employees will be advised of this provision at their new hire orientation and, in writing, each year during the open enrollment period.

An employee may elect to purchase benefits at their own cost during the first three months of employment. At the end of the three (3) month period, the City will assume the cost for the Plan, (subject to the plan provisions described in the paragraph above) for single, two-person or family coverage, including spouse, or dependent children as defined in the health care plan (until their 26<sup>th</sup> birthday). An employee shall not be able to change such election until the next open enrollment period, or unless the employee has a change in family status. 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.

During the term of this Agreement, Employees will be offered two options for health care contributions on a January 1 – December 31 plan year (both plans provide the same health care benefits):

- (a) “Low Plan”: [for in-network costs]: No monthly premium, \$1,000 deductible (Single), \$2,000 deductible (family); 20% co-insurance up to out of pocket annual maximum of \$2,400 (single) or \$4,800 (family), \$15 office visit co-pay, \$15.00 urgent care co-pay; \$50 emergency room co-pay; unlimited preventative care, \$20 co-pay on generic prescription drugs and \$40 co-pay on name brand prescription drugs; mandatory mail order on maintenance drugs with 2 co-pays for 90 day supply.
- (b) “High Plan”: [for in- network costs]: 10% monthly premium with levels for employee, employee plus one, employee plus two, employee plus three, and employee plus four or more, \$300 deductible (single), \$600 deductible (family); 20% co-insurance up to out or pocket annual maximum of \$1,200 (single) or \$2,500 (family), \$10 office visit co-pay, \$10 urgent care co-pay; \$50 emergency room co-pay; unlimited preventative care, \$10 co-pay on generic prescription drugs and \$30 co-pay on name brand prescription drugs; mandatory mail order on maintenance drugs with 2 co-pays for 90 day supply.
- (c) Premium contributions shall be based upon the illustrative premium rates for all applicable plans, and will be subject to revision based upon the plan’s experience each year, for the duration of the Agreement. In months where there are three pay periods premium contributions will be deducted from first two pay periods. When a new HRIS system is implemented premium payments will be deducted over 26 pay periods.
- (d) By October 15<sup>th</sup> of each year of this contract, the City will provide the Union with the Illustrative rates for the health care plan for the following calendar year, as well as the applicable premiums for the following calendar year. If the City’s costs for the health care plan exceed the hard cap limits for costs which a public employer can pay as set by PA 152, the City will provide the Union with an option that will modify the health care plan in such a way as to bring the City’s plan costs under the hard cap limits. The Union will have 30 days to consider the City’s proposed modification and decide if the modification is acceptable. If the modification proposed by the City is not accepted by the Union, they may negotiate a different plan modification, but, if the plan modification exceeds the hard cap, the members will be required to pay the difference between the hard cap limit and the City’s actual costs as based on the Illustrative rates of the group on a stand-alone basis. Any incremental payment will be allocated equally among the members and will be withdrawn from paychecks on a twice-monthly basis

beginning January 1. If the parties cannot agree on medical plan modifications for AAPOA members, this shall be a subject for 312 arbitration.

- (e) Any applicable mandates under the Patient Protection and Affordable Care Act (PPAC) that take effect during the duration of this contract will be implemented as required by law for active employees and those who retire after April 1, 2012.

B. Retiree Health Care Coverage:

1. The City of Ann Arbor shall provide to all bargaining unit members hired before January 1, 2012, who retire, (including their spouse and dependents as long as the retiree remains the subscriber), the level of coverage under the PPO Plan as received by the bargaining unit member as of the date of retirement, unless otherwise provided herein. This benefit provision also applies to surviving spouses and eligible dependent children as defined in the health care plan (until their 26<sup>th</sup> birthday) of deceased retirees.
2. Employees who are hired on or after January 1, 2012, (or who transfer from another position in the City in which they were not eligible for retiree health care coverage) will not be eligible for employer paid health care coverage at the time of retirement. For the term of this agreement, the City will annually contribute the actuarial equivalent of \$2500 in to a Retirement Health Reimbursement Account for each bargaining unit member hired on or after January 1, 2012. This amount will be contributed at the end of each calendar year. The account will become available to employees upon their retirement, for reimbursement of eligible medical expenses, or to purchase, at the retiree's full cost, access to the City health care plan which may be offered at that time. Employees will receive an annual statement documenting their credit in the account.
3. Employees who do not retire, but take a deferred vested retirement allowance are not eligible to receive health care coverage.
4. 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.
5. If an employee who is hired before January 1, 2012, retires and assumes employment elsewhere and that employer provides health care coverage to its employees, the City's obligation to provide health care coverage shall cease. 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-loss to the City, such retiree may elect to reenroll under the City's health coverage. Such coverage shall be restored and

recommence 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 PPO Plan for any reason upon loss of coverage from another program, and the health coverage benefits provided upon return to City coverage will be the same as those the employee was entitled to upon retirement.

C. Dental Coverage

After six (6) months of employment, employees, their spouses and eligible dependents shall be provided a "75%(Class I and II) 50%(Class III and IV) Delta Dental Plan" or its satisfactory equivalent with a maximum benefit of \$2000 per year per person (for Class I, II and III benefits). Dental benefits are available to dependents through the end of the calendar year in which they turn nineteen (19). After which, they can remain on the plan between the ages of 19 and 25 if they are full time students. Proof of student status will be requested at that time to verify their eligibility. The City shall also provide an orthodontics rider providing 50% co-payment for employees' dependent children up to their 19<sup>th</sup> birthday with a \$2000 lifetime maximum per person, provided, however, that benefits will be paid after attainment of age 19 for continuous treatment which began prior to such age. See Appendix E for Delta Plan specifications.

D. Optical Coverage

The City of Ann Arbor shall provide to each member of the bargaining unit, their spouse and eligible dependents under age 19 (or dependent children as defined in the vision plan until the date on which they no longer meet such eligibility requirements or reach the age of 19 or 25) (after three months of employment), vision coverage through Eye-Med Advantage or its satisfactory equivalent. Plan specifics are outlined in Appendix D.

E. No Double Coverage: It is expressly understood that the City's obligation to provide optical, health, and dental insurance under this agreement may be satisfied through family coverage extended to another City employee outside this bargaining unit or otherwise and that in such case both employees must be covered by the same insurance carrier.

F. Waiver

Under specified conditions set forth in Appendix B, employees shall be able to waive their City health insurance coverage and receive up to \$2000 per year, payable on a per pay period basis. The City reserves the right to amend or terminate the program at any time during Open Enrollment to be effective as of the upcoming January 1.

G. Wellness Incentive Program

Employees enrolled in the City healthcare plan will have the opportunity to participate in the Wellness Incentive Program. Employees can earn incentive dollars up to \$500 per plan year for completing the Wellness Incentive Program requirements by the specified dates, as determined on an annual basis by the Wellness Committee and the Benefits Supervisor. The incentive, if earned, will be deposited into the employee's Health Reimbursement Account to pay for out-of-pocket medical expenses.

H. Life Insurance Coverage

- 1) The Employer will pay the entire premium cost of \$40,000 of life insurance to all members of this bargaining unit, beginning on their entry date into a position in this unit. The Employer will also pay the entire cost of \$5,000 of life insurance for retiring employees; i.e. employees who have completed fifteen (15) or more years with the City and are retiring (full or early) on a City pension provided that employees taking a deferred retirement do not receive this benefit. The employer will provide the entire cost of \$10,000 life insurance for retiring employees.
- 2) Eligible employees will be permitted to take additional insurance equal to twice the amount of their yearly salary with the employee paying one-half and the Employer paying the other half.
- 3) Employees who take additional life insurance according to Paragraph (2) above are entitled to subscribe to group life insurance for their family as follows:

I. Coverage

Spouse or other qualified adult	\$10,000.00
Children	
-Birth to age 6 months	\$ 1,000.00
-Age 6 months to 19 years	\$ 7,000.00
-Students 19-23 years	\$ 7,000.00
(coverage ends at the end of the birthday month)	

Cost of this coverage to the employee shall be \$2.84 per month.

## **ARTICLE 15 - ALLOWANCES**

Section 1: Clothing Allowance: Each sworn police officer covered by this Agreement shall receive the sum of One Thousand Two Hundred Dollars (\$1,200) for the term of this Agreement as a clothing purchase and maintenance allowance annually. Fifty percent (50%) of said allowance shall be paid on or before July 20 of each year and fifty percent (50%) shall be paid on or before January 20 of each year. This allowance shall be pro-rated for new hires.

Section 2: Equipment Allowance: On or before August 1<sup>st</sup> of each year, sworn police officers shall receive Six Hundred Dollars (\$600) as equipment maintenance and phone allowance to cover the maintenance expenses of both on and off duty equipment as well as the business use of their personal cell phones. This allowance replaces the phone stipend and use of City-issues cell phone. Detectives will receive the additional data allowance and other employees may receive a data allowance by exception with approval from the Chief. All employees are required to provide their cell phone numbers to department administration. This allowance shall be pro-rated for new hires.

Section 3: If an employee quits or is discharged prior to receiving his/her clothing or equipment allowance he/she shall not be entitled to payment for any portion of the allowance.

## ARTICLE 16 - HOLIDAYS

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

New Year's Eve (1/2 day)  
New Year's Day  
Martin Luther King's Birthday (For Patrol: 15<sup>th</sup> of January)  
Presidents' Day  
Good Friday (1/2 day)  
Easter  
Employee's Birthday  
Memorial Day (For Patrol: Traditional Memorial Day 30<sup>th</sup> of May)  
July 4th  
Labor Day  
Veterans' Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day  
Christmas Eve (1/2 day)

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

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

### Section 2:

- (a) Holiday Pay: 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, ten (10) hours of straight time compensation if he is working ten (10) hour shifts, and twelve (12) hours of straight time compensation if he is working (12) hour shifts.
- b) Employees who are scheduled to work and do work on a holiday will receive two (2) times their regularly hourly rate for the holiday (Holiday Premium Pay) in addition to Holiday 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. Employees working a twelve (12) hour day and working on a holiday shall receive compensation for 60 hours (for a three day scheduled week) or 68 hours (for a four day scheduled week) for that week.

c) If an employee's regular schedule would include working on the holiday, but is on approved time off, he/she will receive Holiday Pay for that day, plus straight time pay for the number of hours of their approved time off from their bank. 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 of Patrol 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) Employees may request to split their Holiday Premium Pay or Holiday Pay into pay and compensatory time in any hourly amount. The employee must have at least 80 hours of time worked (paid) in that pay period in order for such a request to be granted.

**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.

## ARTICLE 17 - 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 chart:

<u>Years of Service</u>	<u>Vacation Hours Earned on Annual Basis</u>	<u>Accrual earned each pay period based on 80 hour pay period</u>
<u>0 – 9</u>	<u>150</u>	<u>5.77 hours</u>
<u>10<sup>th</sup> anniversary – 14</u>	<u>180</u>	<u>6.92 hours</u>
<u>15<sup>th</sup> anniversary</u>	<u>210</u>	<u>8.08 hours</u>

Section 2: Subject to the constraints of Section 3 of this Article, an employee may to the extent of their unused vacation take one (1) vacation during a designated shift change period.

- (a) Employees may sign up for vacation at the beginning of a designated shift change period.
- (b) Vacations may be signed up for in whole week periods which start on a Sunday and run through a Saturday, except as provided in paragraph (e) of this section. The duration of any vacation during a designated shift change period may vary in duration except that from June 1 to August 31 no vacation may be longer than four weeks without permission from the Chief.
- (c) Leave days will be assigned to vacation slots.
- (d) It is understood and agreed between the City of Ann Arbor and the Ann Arbor Police Officers Association that the vacation schedule procedure in, Section 3 of this Article may be modified by the City to meet the needs of vacation peculiar to the Detective Division, Property Section and Staff Services.

- (e) All officers may use vacation time in one or more hour increments or one (1) to four (4) day increments, after shift and vacation sign-up has taken place and according to procedures established by Management. It is understood and agreed between the City of Ann Arbor and the Ann Arbor Police Officers Association that a procedural order will incorporate the guidelines for implementation of the one (1) to four (4) day vacation procedure reached by the parties. It is further understood and agreed that this procedural order is subject to change by Management subject to the procedure contained in Article 26, Section 1.
- (f) Additional vacation time may be taken with the Employer's approval.

Section 3: The Chief shall determine the number of employees who can be assigned for vacation purposes at any one time agreeing that an effort shall be made to schedule vacation leave in accordance with the staffing and workload requirements as determined by him/her. Vacation leaves shall be granted giving preference to senior employees. A seniority list shall be posted not later than twenty-one days prior to the beginning of each designated shift period (vacation period.) Employees in a given job classification on a given shift shall, by seniority select their desired vacation dates. A final vacation list shall be prepared by the Chief and posted not later than the beginning of each designated shift period.

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

Section 4: Vacation time off shall be cumulative from year to year. However, no employee shall be allowed to accumulate more than two (2) times the annual vacation he/she is entitled to pursuant to Section 1 of this Article. At retirement, the final payout to an employee will consist of a combination of sick, vacation and compensatory banked time up to a maximum of 1650 hours, with all compensatory time being included in the

1650 maximum. Final payout at retirement will not be included in final average compensation.

Section 5: Employees who resign or retires from City service shall be paid at their normal salary rate for their unused vacation. If employee is terminated by the City they will not be paid for unused vacation.

Section 6: In the event an employee is called back to work from his scheduled vacation period (including compensable time or personal leave taken in conjunction with her/his scheduled vacation), after informing the calling supervisor that he/she is on a scheduled vacation, he/she shall be compensated as follows:

1. Double time for all hours worked from the end of the last shift prior to beginning of the scheduled vacation until the first hour of the next scheduled working shift.
2. Those vacation days lost due to the call back will be compensated on a one (1) day for one (1) day ratio.

## ARTICLE 18 - SICK LEAVE

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

Section 2 All employees 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 on a pro rata basis for the time actually worked. Sick leave accruals are earned based on an employee being compensated for 80 hours in the pay period and accrued at a rate of 3.70 hours per pay period with a maximum accumulation of eleven hundred and ten (1110) hours. Employees who work less than a normal work shift, due to illness or injury, shall accumulate sick leave on a pro-rata basis. New employees on their date of hire shall have credited to them 96 hours sick time, however, they shall not accumulate additional sick time until after the completion of one year of service. If a new employee uses a portion of their advance accrual and then leaves City employment prior to when they normally would have acquired the amount used, the cash value of such excess usage will be deducted from their final payout.

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

- (a) In order to qualify for sick leave payments which involve the use of more than three (3) work days in any seven calendar day period, employees shall furnish a signed doctor's certificate upon return to duty if requested by the Chief.
- (b) Sick leave is to be used for reasons of illness or medical conditions of one's self or one's immediate family member. An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or dismissal, depending upon the circumstances involved.

- (c) Given reasonable justification, the City has the right, at its expense, to order an employee to report to a City doctor at any time. The employee shall receive no additional compensation for the time that he/she is examined if the examination occurs during the employee's regularly scheduled work period. If the employee is ordered to be examined during time when they are not regularly scheduled to work, the employee will be compensated at the appropriate overtime rate unless sick leave abuse is suspected and verified.
- (d) Employees who are on sick leave must notify the Employer of their whereabouts.
- (e) An employee who calls in sick and is subsequently taken off the payroll because of a lack of accumulated sick time is subject to the following circumstances:
  - (1) Such employee shall not qualify for overtime in each week such instances occur until they have completed 40 hours work in that week.
  - (2) Employees will be subject to disciplinary action or dismissal depending on the circumstances.
  - (3) Accruals will be adjusted accordingly

Section 4: Employees shall be eligible for paid sick leave when the employee's absence from work is due to an illness, pregnancy, or injury which is not related to work. Employees with accumulated sick leave credits who meet the qualifications of this article and who use sick leave pursuant to this article shall receive the straight time pay they would have received had they actually worked and shall have a corresponding amount of time deducted from their accumulated sick bank to the nearest one –quarter hour.

Section 5: Sick leave absences shall be charged for all time taken off work to the level of one-quarter hour.

Section 6: When an employee dies or retires under the Employer's Retirement Plan, the final payout to an employee or his/her estate will consist of a combination of sick, vacation and compensatory banked time up to a maximum of 1650 hours at the rate of pay applicable to the permanent classification held by the employee at the time of said death or retirement. For employees not on the department payroll as of January 1,

Section 7: At the end of each calendar year, an employee having accumulated less than nine hundred and sixty (960) hours of accumulated sick leave, may elect to receive full payment in cash for one-third (1/3) of the unused sick time accumulated during that calendar year at the rate in effect on December 31st of such year. Such payment shall not be for less than one (1) day nor for more than four (4) days; and if the employee elects to receive a cash payment, he shall carry forward the remaining two-thirds (2/3) of his unused sick days; for example, if an employee has taken no sick days through the year and, therefore, has twelve (12) days accumulated, he may elect to receive four (4) days in cash and carry forward eight.

Section 8: An employee who has accumulated a total of nine hundred and sixty (960) hours of paid sick leave credit shall, if he requests, be paid at the end of each subsequent calendar year of employment with the City for one-half of the unused sick leave credit earned in such year above the nine hundred and sixty (960) hours accumulated at the rate in effect on December 31<sup>st</sup> of such year, and the remaining one-half (1/2) shall accumulate.

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

Section 9: If and when an employee quits or is discharged from his/her employment, any unused accumulation of paid sick leave shall be canceled and will not be paid.

Section 10: An employee eligible for sick leave with pay may use such sick leave, upon approval of the division or section commander, for absence due to exposure to contagious diseases which could be communicated to other employees, or due to illness in the employee's immediate family living in the employee's household (which is limited to husbands, wives, children, and parents and other household members as approved by the Chief). Immediate family does not include in-laws. The City reserves the right to require an employee to bring in medical verification, at the employee's expense, of family illness or injury.

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

Section 11: When an employee has exhausted his/her accumulated paid sick leave credits, said employee may, at the discretion of the Chief, use accumulated paid vacation days or accumulated paid compensatory time to the extent of said employee's unused accumulated vacation or accumulated compensatory time as paid sick leave.

Section 12: Restricted Duty – The Employer agrees to maintain a minimum of five (5) restricted duty positions within the Department to handle officers who are in a restricted duty capacity as a result of a medical condition, illness, disability or injury including pregnancy.

- a. The Employer maintains the right to determine the duties associated with these restricted duty positions. The Employer also reserved the right to move personnel assigned to these restricted duty positions to another restricted duty position when necessary to meet the operational needs of the Department.
- b. The Employer reserves the right to have any injury or condition that requires assignment to one of these positions confirmed by the City's physician.
- c. The first three (3) restricted duty assignments will be placed at the Patrol Operations front desk position.
- d. Personnel on restricted duty may be assigned to the five (5) designated positions within the Police Department as "restricted duty" status without having to do through a formal bid process and training, provided they are qualified to complete the assigned work duties.
- e. Personnel will be eligible for these restricted duty positions if they have a medical certification that their restriction will last fourteen (14) or more calendar days. Upon certification, they will be assigned to a restricted duty position if the said position is not currently filled.

- f. If all of the restricted duty positions are filled, the position assignments will be determined by on-duty medical conditions and ADA requirements, and then by seniority for off-duty medical conditions. An employee in a restricted duty position could be bumped by another employee in a restricted duty position based upon seniority, ADA status, and on-duty medical condition status.
- g. If there are more than five (5) restricted duty officers, the low seniority off-duty injury status officer would be required to be off and use accumulated time to receive pay for the period away from work.
- h. The assignment to a restricted duty position outside of the Patrol Operations front desk positions will not entitle the officer to specialty pay, time specialty consideration or as a qualification in future position selection processes.
- i. These restricted duty positions will be available for no more than nine (9) months.
- j. When the fourth and fifth restricted duty positions become filled, the Employer may remove a corresponding compensatory/vacation slot from the schedule for Patrol Operations.
- k. The establishment of these restricted duty positions does not abrogate the Employer's right to completely civilianize the working positions at the Patrol Operations front desk.
- l. Employees who call in sick for duty that will be 13 calendar days or less in length will be required to use sick time to receive pay. Employees who call in and indicate they have a physical injury may be required to remain off work and use sick time at the discretion of the Command officer receiving the call. Command officers will determine whether the injury is severe enough to prevent the officer from working in a needed restricted capacity.

## ARTICLE 19 - LONGEVITY

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

Section 2: The above longevity amounts will be paid upon completion of a full year's employment in the month following the employee's anniversary date of their attainment of 5 years.

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

Section 4: Employees who are discharged by the City will not be eligible for prorated longevity from their anniversary date.

## ARTICLE 20 - WORK RELATED INJURY

### Section 1:

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

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

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

Section 3: For employees who are released to full duty or limited duty, but who require additional medical treatment:

- a) The treatment must meet the criteria below to be considered an official worker's compensation medical treatment.
  - Initial Treating Physician (if treated in the ER) or
  - Occupational Health Clinic (i.e. Concentra) or
  - An official referral from the Occupational Health Clinic

Any questions regarding whether a treatment is considered approved should be directed to the Employee Benefits Supervisor.

- b) There will be no overtime paid for follow-up medical treatment that meets the above criteria. Also, any contractual call back provisions are not applicable (i.e., there is no minimum guarantee of hours).
- c) If treatment is necessary during the employee's normal shift, the employee will be released and will not be required to utilize sick time.

- d) If the treatment is necessary during off shift hours, the employee will receive equivalent compensatory time at a straight rate that must be utilized during the pay period in which the treatment occurred. The straight time off shall include travel time to and from the location necessary for follow-up treatment.
- e) The Employer maintains the flexibility to change the schedule of employees requiring follow up treatment when operationally necessary.

## ARTICLE 21 - SPECIAL CONFERENCES

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

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

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

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

- (d) Such special conferences shall be held during the working day. Employees shall be paid for all time necessarily lost from their regularly scheduled work while attending such conferences.
- (e) The recommendations resulting from these program committee meetings shall be given strong consideration on matters of policy and procedure discussed therein.

Section 3: Committees: The Employer agrees to recognize, as a permanent advisory board, the Uniform Board. The Board will be composed of two (2) representatives from each of the three bargaining units (COAM, POA, D/C) recognized in the Ann Arbor Police Department. These members shall be appointed by their various units. The ranking officer at each meeting shall serve as chairman. The Board, by majority vote, will advise the Chief of Police in matters concerning Police uniform. The Police Department will consult with the Uniform Board prior to making any changes in the Police uniform except during emergencies. Board members will solicit input from officers impacted by proposed changes to specialty uniforms; e.g., bike officers, motorcycle officers, etc. Meetings of this committee will be held at least twice a year in the months of January and July. It is understood by both parties to this Agreement that this Board is advisory only and the final decision in all cases rests with the Police Chief.

## ARTICLE 22 - DETECTIVE DIVISION

Section 1: All applicants for in-service training in the Detective Division shall be required to have been an Ann Arbor patrol officer for at least two (2) years. In-service training will be for a period of twelve months and at least two (2) patrol officers will receive such training each year. The in-service training will be filled in accordance with Section 10, of Article 2.

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

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

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

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

Section 3: An officer assigned to L.A.W.N.E.T. or the performing investigative duties shall be paid according to the schedule outlined in Appendix A. Selections for L.A.W.N.E.T. shall be made in accordance with Section 10 of Article 2.

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

- a) All traveling prisoner pick-ups, etc., will be done on paid work time; however, no officer will be required to work more than twelve (12) hours in one (1) day (including regular work time and traveling time.)

- b) The detective in charge of the case involved will be afforded the opportunity to go on the extradition or prisoner pick-up.
- c) No detective will be required to go on an overnight extradition unless there are no qualified volunteers available; in which event, said detective will be paid for the total time of the extradition.
- d) If no detectives are available, due to an unforeseen emergency, any member may be assigned to an extradition based on the needs of the department.
- e) Detectives will not be required to drive more than five hundred (500) miles in one (1) day. Thus, extraditions over two hundred and fifty (250) miles each way will normally necessitate staying overnight in suitable lodging.
- f) All transportation, food, and lodging expenses will be advanced to the officers before departure in cash or readily accepted credit cards.
- g) All extraditions will be effected by a minimum of two (2) detectives. If more than two (2) prisoners are transported, there will be at least the same number of detectives as prisoners.

Section 5: Management shall have the authority to designate the amount of time that an individual officer may serve in certain designated Detective positions. This authority, however, is limited to a maximum of up to three (3) of the non-supervisory Detective positions and the length of time an officer may serve in a designated position is limited to three years.

## **ARTICLE 23 - SENIOR OFFICER**

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

### Section 2: - Senior Officer I

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

- (1) Eight (8) years or more of continuous service with the Department.
- (2) Achieves a rating which averages "Meets Standards" or "Meet Expectations", or higher, on the Department's personnel evaluation for the previous two (2) evaluation periods. Failure to maintain two evaluations of Meets Standards or Meets Expectations or higher, once in the Senior Officer I position, will not result in removal from Senior Officer I position.

### Section 3: - Senior Officer II

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

- (1) Thirteen (13) years or more of continuous service with the Department.
- (2) Achieve a rating which averages "Meets Standards" or "Meets Expectations" or higher on the Department's personnel evaluations for the previous two (2) evaluation periods. Failure to maintain two evaluations of Meets Standards or Meets Expectations or higher, once in the Senior Officer II position, will not result in removal from Senior Officer II position.

- (3) An officer must work in one of the permanent positions listed below on more than an in-service training basis and be qualified to work in a minimum of two additional specialized or permanent positions or if not assigned to a permanent position be qualified to work in a minimum of two permanent or specialized positions.

**QUALIFYING SPECIALTY ASSIGNMENTS INCLUDE**

Permanent Positions

Property  
Training Officer  
Traffic Officer  
Court Officer  
K-9 Officer

Specialized Positions

Special Investigations Unit, CRU, Detective Bureau trained, and/or LAWNET  
Qualified  
Motorcycle or Bicycle Certified  
Washtenaw Metro SWAT/CNT  
Field Training Officer  
Advanced Accident Investigator  
Certified Training Instructors - Firearms - First Aid -Precision Driving - PPCT -  
Radar, and/or Certified Mountain Bike  
Administrative Services Officer  
Specialized Beat Patrol Certified  
Physical Fitness Expert  
Court Officer qualified, Property Officer qualified  
Training Officer qualified  
Crime Scene Technician  
Background Investigator  
Mobile Field Force  
Honor Guard  
Drug Recognition Expert (DRE)  
Under Water Search and Rescue Team (USART)  
Temporary Traffic Officer

To qualify for the Advanced Accident Investigator Specialty, an employee must have successfully completed Accident Reconstruction class 1 through 9.

Permanent or specialized positions may be added to, or deleted from, the above lists with the approval of the Chief of Police. Should the Chief of Police delete a permanent or specialized position, the Senior Officer II status of the personnel occupying said position will not be adversely affected. Should a Senior Officer II voluntarily resign from a permanent or specialized position prior to fulfilling ten (10) years of service; or be removed due to poor performance, inability to meet position qualifications, or for disciplinary reasons, he/she will be returned to Senior Officer I status, if by virtue of his/her resignation or removal, he/she no longer meets qualification (3) above. Officers who hold and are qualified to work in a permanent or specialized position for more than ten (10) years may resign from the position and still maintain that position qualification for purposes of meeting qualification (3) above.

## **ARTICLE 24 - HEALTH & SAFETY**

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

- a. Every employee shall faithfully observe all safety rules and shall use such safety devices and/or equipment as is required thereby. Any infraction of any safety rule or failure to use such safety devices or equipment may subject the employee to disciplinary action and in case of flagrant or serious violation, to dismissal.
- b. In the event an officer believes that his/her assigned vehicle is unsafe for use during his/her tour of duty, he/she shall return it to the station. If his/her immediate supervisor agrees with the officer, the vehicle shall be tagged and parked. Except for emergency situations, such vehicle shall remain parked until either cleared by the Employer's mechanics as being safe for road service, or released by the Chief or his/her designated representative in writing. It is understood and agreed that the vehicles will, at all times, be maintained in a state of general repair and will be mechanically functional. If it is determined by the employee and his/her shift supervisor that an assigned patrol vehicle is in violation of this section, the vehicle will be dead lined and will not be used until repairs are completed.
- c. All marked police vehicles purchased by the City and used for patrol will have full police package and no more than ten thousand (10,000) miles. If Investigative Division vehicles are purchased from an outside source, they will not have more than twenty-five thousand (25,000) miles at the time of purchase. When any patrol or Investigative Division vehicle registers more than fifty-five thousand (55,000) miles and again at sixty-five thousand (65,000) miles, the Department shall cause such vehicle to undergo an inspection. Upon inspection of the vehicle and upon certification by the City Garage Director that the vehicle is safe and cost effective to remain in use, it will be returned to the street but will not be

driven more than six (6) years or eighty thousand (80,000) miles, whichever comes first.

- d. A fleet of marked police vehicles over eighty thousand (80,000) miles may be used by officers for non-patrol related functions or during special assignments or events. These vehicles are to only be used when there are not any marked patrol vehicles available from the regular fleet due to the nature and size of the event. These vehicles will be maintained in proper working order. They can be either fully marked or semi marked vehicles and will be equipped with appropriate emergency lights and radios.
- e. The Association shall have a representative of their own choosing on the City Safety Committee. The Chief Steward will appoint three (3) members to an Association Safety Committee. This Committee will be responsible for reviewing all equipment, departmental procedures and policy, that are related to the safety of the employee. This committee may make recommendations to the Chief at committee meetings or at other times as they deem necessary.

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

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

## ARTICLE 25 - GENERAL

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

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

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

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

- (a) Any notices pertaining to or affecting the Association membership which have been approved by the Chief Steward or his/her designate.

- (b) Miscellaneous items placed on the board by the Employees, such as "for sale" notices.

Section 3: FITNESS FOR DUTY:

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

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

- a) Such employees will be assigned to non-street duty for a period not to exceed seven (7) days unless otherwise recommended by the medical doctor and/or psychiatrist involved and approved by the Chief or unless requested by the employee and approved by the Chief.

- b) During such assignment, the employee's work hours and leave days will be designated by the Division Commander.

Section 5: The Employer shall not allow anyone, with the exception of the Chief, Deputy Chiefs, Chief's Management Assistant(s), Professional Standards Lieutenant and Sergeant, the City Administrator, City Human Resources Director, or Assistant City Administrator, the City Attorney, or Assistant City Attorneys to read, view, have a copy of, or in any way peruse a member's personnel file, which is kept by the Human Resources Department. This language does not prohibit the above individuals from making official reports regarding information contained therein. Any member may inspect his/her own file in the presence of the Chief or his/her designee, with the exception of the background investigation reports, anytime between 8:00 a.m. and 5:00 p.m., Monday through Friday upon request to Human Resources Department. Nothing in this section shall be construed to diminish the provisions of Bullard-Plawecki Employee Right-to-Know Act. Act No. 397 of the P.A. of 1978.

Section 6: Except as provided in this section, the Employer will indemnify and defend employees in connection with liability claims arising out of the performance of the employee's police duties. Indemnification and defense will not be provided for claims arising out of the employee's own willful misconduct or gross negligence or where the employee fails to cooperate and assist in the employee's defense. Indemnification and defense for activities outside the City limits will only be provided in connection with claims arising out of activities wherein the employee is on duty as a police officer.

Section 7: 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 8: A sworn officer will not be prohibited from being deputized by the Sheriff in Washtenaw County.

Section 9: The City agrees that, insofar as staffing allows during the period between 11p.m and 6 a.m, all Ann Arbor Police "marked patrol" units may be staffed by two (2) officers. An officer may request to ride alone during this time period. Management will determine, based on operational needs, how the marked patrol units will be manned.

Section 10: The Employer shall reimburse employees who use their personal vehicles for City business at the current City rate.

Section 11: PARKING: The Employer shall provide parking spaces within a reasonable distance of the Justice Center for the use of employees. The parking structure at Ann and Ashley Street shall be considered as falling within the term "reasonable distance." Provided however, as new parking structures are completed within a closer radius to the police station than the Ashley structure, the City will provide parking spaces for the use of employees at one or another of such structures (excluding the Fourth and Washington structure).

Section 12: DAMAGED ARTICLES: The Employer agrees to reimburse employees, on a pro-rata basis according to condition and age, for the reasonable value of necessary personal articles such as eye glasses, wrist watches, etc. which are damaged in the line of duty not through the negligence of the employee. The City will establish a schedule of maximum reasonable values of articles for which reimbursement may be made. The damaged article shall become the property of the City following the reimbursement. In the event that an employee receives compensation from his/her insurance company or from any third party for any damaged item, this section shall not apply. It is understood and agreed between the City of Ann Arbor and the Ann Arbor Police Officers' Association that the maximum amount that the City will pay an employee for a lost or damaged watch under Article 18, Section 19 shall be seventy-five dollars (\$75) and for lost or damaged eyeglasses two hundred and fifty dollars (\$250). This is not meant to exclude other personal articles damaged in the line of duty.

Section 13: Should the Michigan Commission on Law Enforcement Standards (M.C.O.L.E.S.) institute a fee for police officer certification or recertification, said fee will be paid in its entirety by the Employer.

Section 14: An emergency manager appointed to the City under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate this collective bargaining agreement, in all or in part, in accordance with and as provided in the Local Government and School District Fiscal Accountability Act. This clause is inserted into this document pursuant to Public Act 9 of 2011 (MCL 423.215(7)-(9)). Should Public Act 9 of 2011 be legislatively or judicially repealed, amended or modified, this provision will be adjusted in accordance.

Section 15: PERA Requests

PERA requests must be submitted in writing to the Director of Human Resources and Labor Relations. Exemptions to these charges may be made by the Director of Human Resources and Labor Relations. The submitting party will be charged for the following costs:

Copies	\$.05 per 8.5 x11 page
Mailing	Actual Mailing Costs
Labor costs incurred in searching, examining, reviewing, redacting or separating materials	1 hour or less - No charge  More than 1 hour -The hourly wage of the lowest-paid employee capable of performing the work.

Section 16: Collective Bargaining Agreements- The City will provide, at its cost, printed copies for Executive Board of the collective bargaining agreement. In addition, the City will, at its cost, provide a flash drive to each member of the bargaining unit containing a copy of the collective bargaining agreement. Each member is responsible for the cost of replacing a lost or damaged flash drive.

When a contract agreement is negotiated, employees will be sent an official email from Human Resources advising that the contract is available on the City website.

## ARTICLE 26 - RETIREMENT

### Section 1: PENSION

The pension ordinance, as adopted by City Council, (restated January 18, 2011, and retroactive to July 1, 2010) with amendments through the effective date of this agreement, is incorporated and made a part of this Contract. The following limited summary of benefits is applicable to AAPOA members. Members should consult the Pension Office or the Pension Ordinance for more specific details.

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, including Section 1:552 (24)(c), except for the changes specifically provided for in this agreement.

Normal Retirement: For employees promoted into this bargaining unit from a unit in which they were eligible for a 5 year vesting period, based on their date of hire: Age 55 with at least 5 years of service, or 25 years of service, regardless of age. For employees promoted into this bargaining unit from a unit in which they were eligible for a 10 year vesting period, based on their date of hire: Age 55 with at least 10 years of service, or 25 years of service, regardless of age.

Early Retirement: Age 50, with at least 20 years of service. The early retirement reduction factor is 0.33% for each month or fraction of a month that the employee retires prior to his/her regular retirement date (see above) or 3.96% per year.

Pension Calculation: 2.75% of final average compensation, multiplied by the number of years of credited service. (See pension ordinance for details regarding final average compensation).

For employees promoted into this bargaining unit from a unit in which they were eligible for a 36 month FAC, based on their date of hire, the FAC calculation will be based on 36 months of credited service within the ten years prior to retirement, as specified in the pension ordinance.

For employees promoted into this bargaining unit from a unit in which they were eligible for a 60 month FAC, based on their date of hire, the FAC calculation will be based on 60 months of credited service with the ten years prior to retirement, as specified in the pension ordinance.

Pension Contribution: Effective May 6, 2012, employees will increase their pension contribution to six (6) %. This contribution will be pre-tax.

Pension Board Composition: The Union agrees to the pension board composition approved by the voters by change in charter in November 2011. At the time all of the City's collective bargaining units have similarly agreed to the composition, and the change in composition is implemented, The Union will have thirty (30) days prior to the nomination of the new Citizen Trustee to bring any pension board applicants to the Mayor for review and consideration. The process for appointing a Citizen Trustee to the pension board will then be conducted in accordance with the Charter and the Pension Ordinance, and Council Rules.

Section 2: Final Payouts at Retirement:

Effective July 1, 1989, all retiring employees will have payments for unused sick leave, compensatory time and vacation paid out in one lump sum payment. Such payments are not included in final average compensation.

Vacation: Employees who retire 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 up to their maximum accumulation, or up to the maximum total payout of 1650 hours of combined compensatory time, sick time and vacation time.

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

Sick Time: 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 and vacation time, cannot exceed a maximum combined total of 1650 hours.

Sick leave payout at retirement will not be included in final average compensation.

Compensatory Time: Upon retirement, all compensatory time accumulated will be paid in full to the retiring employee.

Compensatory time payout at retirement will not be included in final average compensation.

Longevity: Employees who retire from City employment shall be eligible for prorated longevity payment from their anniversary date.

Life Insurance: The City will pay the entire premium of \$10,000.00 of basic life insurance for employees retiring on a City pension. Employees taking a vested deferred retirement allowance do not receive this benefit.

Section 3: Health Benefits in Retirement (See Article 14 of contract for more specific details):

- a) Deferred Vested Retirement - Employees who do not retire, but take a deferred vested retirement allowance are not eligible to receive health care coverage.
- b) All bargaining unit members retiring on or after April 1, 2012 will be provided the same level of coverage under the PPO plan as received by the active employees as of the date of retirement, unless otherwise provided herein.
- c) Employees who were not eligible for retiree health care at the time they entered this bargaining unit, based on their date of employment with the City, will not be eligible for employer-paid health care coverage at the time of retirement. For the term of this Agreement, the City will annually contribute the actuarial equivalent of \$2500 into a Retirement Health Reimbursement Account for each bargaining unit member who was not eligible for retiree health care in their prior position with the City. This amount will be contributed at the employee's anniversaries. Employees will receive summary statements each year specifying the credit in the account. This account will become available to employees upon their retirement (full or early), for reimbursement of eligible medical expenses, or to purchase, at the retiree's full cost, access to the City's medical plan which may be offered at that time.
- d) Retirees are required to have both Medicare Part A and Part B.
- e) If an employee retires and assumes employment elsewhere and that employer provides health coverage to its employees which does not substantially differ from that offered by the City of Ann Arbor, the City's obligation to provide health coverage shall cease. However, should the retiree lose such coverage from the other employer for any reason, 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.

## **ARTICLE 27 - SUMMARY PROVISIONS**

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

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

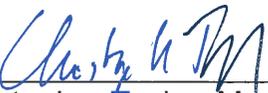
No agreement or understanding contrary to this collective bargaining agreement, nor any alteration, variation, waiver, or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification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

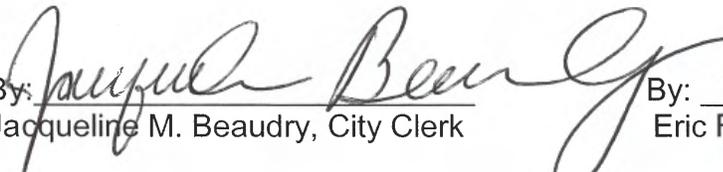
## ARTICLE 28 - DURATION OF AGREEMENT

This AGREEMENT shall become effective as of January 1, 2015 and shall remain in full force and effect until the 31st day of December, 2015, and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement, or unless the Association exercises its right to reopen this agreement under the terms listed in Appendix G.

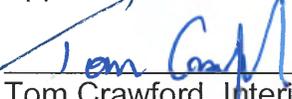
### EMPLOYER

CITY OF ANN ARBOR

By:   
Christopher Taylor, Mayor

By:   
Jacqueline M. Beaudry, City Clerk

Approved as to Substance:

  
Tom Crawford, Interim City Administrator

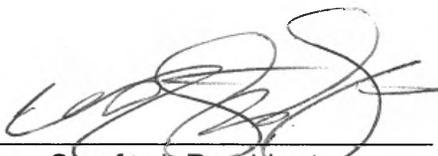
  
James Baird, Interim Police Chief

Approved as to Form:

  
Stephen Postema, City Attorney

### UNION

ANN ARBOR POLICE OFFICERS  
ASSOCIATION

By:   
William Stanford, President

By:  11-23-15  
Eric Ronewicz, VP Bargaining

## APPENDIX A - Premium Pay Grades

### Grade

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

## **APPENDIX B - Health Insurance Cost Containment Waiver Program Effective January 1, 2015**

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

1. **Waiver and Amount of Payment:** Employees may waive the City health care coverage provided under this agreement during Open Enrollment or within 30 days of a “life event” by notifying the Benefits Staff at the Human Resources Department, and signing the Health Care Coverage Waiver Form. In return, eligible employees will receive a \$2000 cash payment for every Plan Year in which they elect not to participate in the City's health care programs. (\$1800 for medical, \$150 for dental and \$50 for vision coverage)
2. **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 be made in equal payments over 26 pay periods.
3. **Eligibility:** Employees are not eligible if enrolled as a dependent in the City's program through a current active employee or retiree. To take advantage of this cost containment program, employees must meet the following criteria:
  - (a) The employee must show written proof of health insurance coverage elsewhere. A valid insurance carrier identification card would meet this criterion.
  - (b) Employees whose spouses are City employees or retirees under the City health care coverage are not eligible for this program.
  - (c) Employees must complete and submit a Health Care Coverage Waiver Form to the Benefits Staff.
4. **Re-Entry into the City's Health Insurance Programs:**

Employees who have elected not to participate in the City's health care coverage programs may re-enter the City's programs only during the annual Open Enrollment period or if the employee loses their coverage under the alternate arrangement. The employee must provide written proof of the loss within 30 days from the date of the

loss. If a waiver payment has been made to an employee by the City for a period in which they re-enter coverage under the City's programs, it is understood that the employee will repay the City the amount paid for the period. If an employee's spouse has experienced a complete non-voluntary termination of health benefits elsewhere, upon proof of loss, presented to the Benefits Staff, such coverage shall be restored immediately.

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

**APPENDIX C - HEALTH CARE PLAN PROVISIONS**  
**High Plan (10% premium)**

<i>Plan Provision</i>	<i>January 1, 2015</i>
Single In-Network Deductible	\$300
Family In-Network Deductible	\$600
Single In-Network Coinsurance	80% / 20%
Family In-Network Coinsurance	80% / 20%
Single Out-of-Network Deductible	\$600
Family Out-of-Network Deductible	\$1,200
Single Out-of-Network Coinsurance	60% / 40%
Family Out-of-Network Coinsurance	60% / 40%
Single In-Network Out-of-Pocket	\$1,200
Family In-Network Out-of-Pocket	\$2,500
Single Out-of-Network Out-of-Pocket	\$2,400
Family Out-of-Network Out-of-Pocket	\$5,000
Annual per Person Routine Wellness	100%
Office Visit Copayments: Routine	\$10
Office Visit Copayments: Specialist	\$10
Urgent Care Copayments	\$10
Additional Inpatient Hospital Deductible	\$0
Prescriptions 30 Days Generic / Brand	\$10 / \$30
Mail Order Prescriptions 90 Days	\$20 / \$60
Required for Maintenance Drugs	

***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.***

**Low Plan (0% premium)**

<i>Plan Provision</i>	<i>January 1, 2015</i>
Single In-Network Deductible	\$1000
Family In-Network Deductible	\$2000
Single In-Network Coinsurance	80% / 20%
Family In-Network Coinsurance	80% / 20%
Single Out-of-Network Deductible	\$2,000
Family Out-of-Network Deductible	\$4,000
Single Out-of-Network Coinsurance	60% / 40%
Family Out-of-Network Coinsurance	60% / 40%
Single In-Network Out-of-Pocket	\$2,400
Family In-Network Out-of-Pocket	\$4,800
Single Out-of-Network Out-of-Pocket	\$4,800
Family Out-of-Network Out-of-Pocket	\$9,600
Annual per Person Routine Wellness	100%
Office Visit Copayments: Routine	\$15
Office Visit Copayments: Specialist	\$15
Urgent Care Copayments	\$15
Additional Inpatient Hospital Deductible	\$0
Prescriptions 30 Days Generic / Brand	\$20 / \$40
Mail Order Prescriptions 90 Days	\$40 / \$80
Required for Maintenance Drugs	

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

APPENDIX D – EYEMED VISION PLAN ~ January 1, 2015



CITY OF ANN ARBOR

Vision Care Services	Member Cost	Out-of-Network Reimbursement
Exam with Dilation as Necessary	\$0 Copay	Up to \$30
<b>Contact Lens Fit and Follow-up:</b> (Contact lens fit and follow-up visits are available once a comprehensive eye exam has been completed.)		
Standard	Up to \$40	N/A
Premium	10% off Retail	N/A
Frames:	\$0 Copay, \$100 allowance; 20% off balance over \$100	Up to \$50
<b>Standard Plastic Lenses:</b>		
Single Vision	\$0 Copay	Up to \$25
Bifocal	\$0 Copay	Up to \$40
Trifocal	\$0 Copay	Up to \$55
Standard Progressive	\$60	Up to \$40
Premium Progressive	\$60, 80% of charge less \$110 Allowance	Up to \$40
Lenticular	\$0 Copay	Up to \$55
<b>Lens Options (paid by the member and added to the base price of the lens):</b>		
Tint (Solid and Gradient)	\$12	N/A
UV Treatment	\$12	N/A
Standard Plastic Scratch Coating	\$12	N/A
Standard Polycarbonate	\$35	N/A
Standard Polycarbonate for Children under 19	\$35	N/A
Standard Anti-Reflective Coating	\$40	N/A
Polarized	20% off retail price	N/A
Other Add-Ons and Services	30% off retail price	N/A
<b>Contact Lenses (allowance covers materials only):</b>		
Conventional	\$0 Copay, \$100 allowance; 15% off balance over \$100	Up to \$80
Disposables	\$0 Copay, \$100 allowance; balance over \$100	Up to \$80
Medically Necessary	\$0 Copay, Paid in Full	Up to \$200
LASIK and PRK Vision Correction Procedures:	15% off retail price OR 5% off promotional pricing	N/A
<b>Additional Pairs Benefit</b> Members also receive a 40% discount off complete pair eyeglass purchase and 15% discount off conventional contact lenses once the funded benefit has been used.		
<b>Frequency:</b>		
Exam	Once every 12 months	
Frames	Once every 12 months	
Standard Plastic Lenses or Contact Lenses	Once every 12 months	

**Additional Purchases and Out-of-Pocket Discount**

Member receives a 30% discount on items not covered by the plan at network Providers, which cannot be combined with any other discounts or promotional offers; the discount does not apply to EyeMed's Providers' professional services or disposable contact lenses.

Members also receive a 40% discount off complete pair eyeglass purchases and a 15% discount off conventional contact lenses once the funded benefit has been used.

Benefits are not provided for services or materials arising from: Orthoptic or vision training, subnormal vision aids and any associated supplemental testing; Aniseikonic lenses; Medical and/or surgical treatment of the eye, eyes or supporting structures; Any eye or Vision Examination, or any corrective eyewear required by a Policyholder as a condition of employment; safety eyewear; Services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof; Plano (non-prescription) lenses and/or contact lenses; Non-prescription sunglasses; Two pair of glasses in lieu of bifocals; Services or materials provided by any other group benefit plan providing vision care; Certain brand name Vision Materials in which the manufacturer imposes a no-discount policy; or Services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order. Lost or broken lenses, frames, glasses, or contact lenses will not be replaced except in the next Benefit Frequency when Vision Materials would next become available.

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

## APPENDIX E – DENTAL PLAN BENEFITS

### Summary Of Dental Plan Benefits~ January 1, 2015

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

#### **Maximum Contract Benefit**

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

#### **Waiting Period**

Employees eligible for dental benefits are covered following three (3) months of continuous employment.

#### **Enrollment**

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

Agreement between the City of Ann Arbor  
and AAPOA  
January 1, 2015 – December 31, 2015

## APPENDIX F: 2015 WAGE SCHEDULE

### AAPOA Wage Schedule Salary Schedule Effective January 1, 2015

Union Approved HR Approval

Grade	Position	Position Name	Start	After 1-Year	After 2-Years	After 3-Years	After 4-Years	After 5-Years	After 7-Years	After 12-Years	After 18-Years	
61	148700	Police Officer	\$47,216.00	\$50,731.20	\$54,392.00	\$58,427.20	\$62,795.20	\$67,433.60	\$69,118.40	\$70,844.80	\$72,612.80	
			\$1,816.00	\$1,951.20	\$2,092.00	\$2,247.20	\$2,415.20	\$2,593.60	\$2,658.40	\$2,724.80	\$2,792.80	
			\$22.70	\$24.39	\$26.15	\$28.09	\$30.19	\$32.42	\$33.23	\$34.06	\$34.91	
62	148702	Police Officer w/ Associate's	\$51,500.80	\$55,203.20	\$59,300.80	\$63,731.20	\$68,432.00	\$70,158.40	\$71,926.40	\$73,715.20	\$75,537.60	
			\$1,980.80	\$2,123.20	\$2,280.80	\$2,451.20	\$2,632.00	\$2,698.40	\$2,766.40	\$2,835.20		
			\$24.76	\$26.54	\$28.51	\$30.64	\$32.90	\$33.73	\$34.58	\$35.44		
62	148701	Police Officer w/Bachelor's	\$52,644.80	\$56,430.40	\$60,632.00	\$65,145.60	\$69,950.40	\$71,697.60	\$73,507.20	\$75,337.60	\$77,192.80	
			\$2,024.80	\$2,170.40	\$2,332.00	\$2,505.60	\$2,690.40	\$2,757.60	\$2,827.20	\$2,897.60		
			\$25.31	\$27.13	\$29.15	\$31.32	\$33.63	\$34.47	\$35.34	\$36.22		
62	148690	Senior Officer I	\$71,198.40	\$72,966.40	\$74,776.00	\$76,624.00	\$78,508.00	\$80,428.00	\$82,384.00	\$84,376.00	\$86,404.00	
			\$2,738.40	\$2,806.40	\$2,876.00	\$2,947.20	\$3,019.20	\$3,092.40	\$3,166.80	\$3,242.40		
			\$34.23	\$35.08	\$35.95	\$36.84	\$37.74	\$38.66	\$39.60	\$40.56		
64	148692	Senior Officer I w/Associate's	\$72,259.20	\$74,048.00	\$75,899.20	\$77,792.00	\$79,731.20	\$81,716.00	\$83,747.20	\$85,814.40	\$87,918.40	
			\$2,779.20	\$2,848.00	\$2,919.20	\$3,000.00	\$3,082.40	\$3,166.40	\$3,252.00	\$3,339.20		
			\$34.74	\$35.60	\$36.49	\$37.40	\$38.33	\$39.28	\$40.25	\$41.24		
64	148691	Senior Officer I w/Bachelor's	\$73,860.80	\$75,691.20	\$77,584.00	\$79,538.40	\$81,553.60	\$83,630.40	\$85,768.80	\$87,968.80	\$90,230.40	
			\$2,840.80	\$2,911.20	\$2,984.00	\$3,059.20	\$3,136.00	\$3,214.40	\$3,294.40	\$3,376.00		
			\$35.51	\$36.39	\$37.30	\$38.23	\$39.18	\$40.15	\$41.14	\$42.14		
63	148600	Lawnet	\$70,803.20						\$72,571.20	\$74,401.60	\$76,252.80	
			148710	Detective I	\$2,723.20					\$2,791.20	\$2,861.60	\$2,932.80
			148750	SIU	\$34.04					\$34.89	\$35.77	\$36.66
			148900	Senior Officer II								
65	148602	Lawnet w/Associate's	\$71,864.00						\$73,673.60	\$75,504.00	\$77,417.60	
			148712	Detective I w/ Associate's	\$2,764.00					\$2,833.60	\$2,904.00	\$2,977.60
			148752	SIU w/ Associate's	\$34.55					\$35.42	\$36.30	\$37.22
			148902	Senior Officer II w/Associate's								
65	148601	Lawnet w/Bachelor's	\$73,465.60						\$75,296.00	\$77,188.80	\$79,123.20	
			148711	Detective I w/Bachelor's	\$2,825.60					\$2,896.00	\$2,968.80	\$3,043.20
			148751	SIU w/Bachelor's	\$35.32					\$36.20	\$37.11	\$38.04
			148901	Senior Officer II w/Bachelor's								
66	148760	Lawnet after 2 years	\$74,172.80						\$76,044.80	\$77,937.60	\$79,892.80	
			148790	SIU after 2 years	\$2,852.80					\$2,924.80	\$2,997.60	\$3,072.80
			148800	Detective II	\$35.66					\$36.56	\$37.47	\$38.41
67	148762	Lawnet after 2 Years w/ Associate's	\$75,296.00						\$77,168.00	\$79,123.20	\$81,078.40	
			148792	SIU after 2 years w/Associate's	\$2,896.00					\$2,968.00	\$3,043.20	\$3,118.40
			148802	Detective II w/Associate's	\$36.20					\$37.10	\$38.04	\$38.98
67	148761	Lawnet after 2 years w/Bachelor's	\$76,960.00						\$78,894.40	\$80,870.40	\$82,888.00	
			148791	SIU after 2 years w/ Bachelor's	\$2,960.00					\$3,034.40	\$3,110.40	\$3,188.00
			148801	Detective II w/Bachelor's	\$37.00					\$37.93	\$38.88	\$39.85
Employees after 11-16-87												
68	148770	Detective III	\$77,896.00						\$79,851.20	\$81,827.20	\$83,886.40	
			\$2,996.00						\$3,071.20	\$3,147.20	\$3,226.40	
			\$37.45						\$38.39	\$39.34	\$40.33	
Employees after 11-16-87												
69	148772	Detective III w/Associate's	\$79,081.60						\$81,036.80	\$83,054.40	\$85,155.20	
			\$3,041.60						\$3,116.80	\$3,194.40	\$3,275.20	
			\$38.02						\$38.96	\$39.93	\$40.94	
Employees after 11-16-87												
69	148771	Detective III w/Bachelor's	\$80,828.80						\$82,846.40	\$84,905.60	\$87,027.20	
			\$3,108.80						\$3,186.40	\$3,265.60	\$3,347.20	
			\$38.86						\$39.83	\$40.82	\$41.84	

Notes: 1. Wage increases are applied to each step

## INDEX

<i>A</i>		<i>I</i>	
Accident Reports .....	67	In-Service Training.....	61
Agreement .....	4	<i>J</i>	
Aid to Other Organizations .....	6	<u>Jury Duty</u> .....	29
Annual Refresher Training.....	36	<i>L</i>	
<i>B</i>		L.A.W.N.E.T .....	61
Break Period .....	32	Leaves Of Absence.....	26
Bulletin Boards .....	68	Life Insurance .....	43
<i>C</i>		Longevity.....	55
Called Back To Work .....	37	Longevity Bonus.....	55
Citizen Fatality .....	69	<i>M</i>	
City Safety Committee.....	67	Major Trauma .....	69
City Seniority.....	19	<i>N</i>	
Compensatory Time .....	34	National Guard .....	28
<i>D</i>		Notice Of Recall .....	22
Definitions.....	5	<i>O</i>	
Departmental Seniority.....	19	Official Functions.....	27
Detective Division .....	61	Optical Coverage .....	42
Discipline and Discharge .....	12	Overtime For Emergency Situations .....	34
Dismissal .....	14	<i>P</i>	
Duration Of Agreement .....	77	Parking.....	71
<i>E</i>		Police Vehicles .....	66
Equalized Overtime System .....	35	Position Classification Seniority.....	19
Extraditions .....	61	Probationary Employees.....	19
<i>F</i>		Public Position .....	27
Fitness For Duty .....	69	<i>R</i>	
Funeral Leave.....	27	Reassignment.....	14
<i>G</i>		Recognition.....	6
General .....	68	Relieved of Duty.....	13
Grievance Procedure .....	16	Representation .....	10
Grievance steps .....	16	<i>S</i>	
<i>H</i>		Safety Rules.....	66
Health Insurance Waiver Program.....	79	Senior Officer .....	63, 73
Holidays .....	45	Seniority.....	19
Hours.....	32		

Agreement between the City of Ann Arbor  
and AAPOA  
January 1, 2015 – December 31, 2015

Shift Changes ..... 32  
Sick Leave..... 50  
Special Conferences ..... 59  
Specialized Positions..... 64  
Specialty Assignments ..... 64  
Statement Of Purpose ..... 4  
Strikes and Lockouts ..... 9  
Summary Of Dental Plan ..... 84  
Super-Seniority..... 22  
Suspension ..... 14

*T*

Table of Contents..... 2  
Temporary Transfer ..... 23  
Ten hour per day schedule ..... 33  
Training Position..... 24

Tuition Reimbursement..... 30

*U*

Unit Bargaining Committee..... 11

*V*

Vacancy..... 23  
Vacation..... 47

*W*

Wages And Benefits..... 38  
Work Related Injury..... 56  
Worker's Compensation..... 56  
Written Warning..... 14