

COLLECTIVE BARGAINING AGREEMENT

CITY OF ANN ARBOR  
AND  
ANN ARBOR POLICE OFFICERS ASSOCIATION

COMMENCING January 1, 2023  
CONCLUDING December 31, 2026

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## **AGREEMENT**

THIS AGREEMENT, entered into on January 1, 2023, 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

- A. "Assignment" refers to the particular tasks/duties to which an employee is assigned (e.g., background investigator, training officer, etc.)
- B. "Association" means the Ann Arbor Police Officers Association.
- C. "Calendar Day" references a 24 hour period beginning at 12:00 am and concluding at 11:59 pm.
- D. "Chief" means the Chief of the Ann Arbor Police Department.
- E. "Department" means the Ann Arbor Police Department.
- F. "Deputy Chief" means a Deputy Chief of the Ann Arbor Police Department who may be responsible for a particular division of the Department.
- G. "Emergency Conditions" means any unforeseen combination of circumstances or the resulting state that calls for immediate action.
- H. "Employee" means any non-supervisory, sworn police officer of the City of Ann Arbor.
- I. "Employer" and/or "City" means the City of Ann Arbor.
- J. "Executive Board" refers to the eight elected stewards of the Association and the eight elected officers of the Association, as defined in the Association's bylaws.
- K. "Holiday Pay" refers to compensation for holidays specified in this contract which is available to all active employees of the City.
- L. "Holiday Premium Pay" refers to compensation which is a negotiated benefit for members when they work on a holiday specified in this contract.
- M. "Immediate Supervisor" means the immediate supervising officer of the member.
- N. "Notice to Association" means a written interoffice memorandum addressed and forwarded to the President of the Association.
- O. "Police Academy" refers to basic (initial) certified police training, (both State approved and/or departmental) which is normally provided before an officer is assigned.
- P. "Position" refers to the job classification held by an employee (e.g., detective or officer).
- Q. "Section Commander" means command officer in charge of any section.

## 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.

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.

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 4:** 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 employer also agrees to deduct monthly fees, at the employee's request, for Legal representation plans offered by POAM, AAPBA membership, Thin Blue Line membership and other law enforcement memberships. The City reserves the right to decline deductions for memberships that the City does not recognize to be legitimate law enforcement associations. 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 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.

### **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 involuntarily terminated.

## ARTICLE 4: REPRESENTATION

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

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

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

- (1) President
- (1) Vice President – Bargaining
- (1) Vice President – Operations
- (3) Patrol Bureau Stewards
- (1) Administrative Services Bureau Steward
- (1) Detective Bureau Steward
- (1) PSS Steward (separate unit)
- (1) Secretary
- (1) Treasurer
- (1) Sergeant at Arms
- (1) Odd Year Trustee
- (1) Even Year Trustee

**Section 4:** The bargaining committee of the Association will include not more than five (5) 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 five (5) 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 5: DISCIPLINE AND DISCHARGE**

**Section 1:** Upon substantiation of an allegation or complaint of misconduct from within the department or from outside the department which may result in disciplinary action against an employee, but in no case more than twenty one (21) calendar days after the receipt of an allegation or complaint, a supervisor shall reduce the allegations or complaint to writing and cause it to be presented to the employee. This written notice can be served in person, or by email to the employee, with a copy delivered to a Union Steward, with the date and time of delivery or service noted. If the employee was relieved of duty in accordance with Section 6 of this Article, a supervisor shall give positive notification of the allegations to the employee not later than the end of the next calendar day (6 pm) after the employee was relieved of duty.

**Section 2:** The investigation shall be conducted with all possible haste and, except for complicated matters, shall be concluded within thirty (30) calendar days from the date the employee answers the allegation. If the investigation is to take longer than thirty (30) calendar days, the Professional Standards Section will notify the employee and tell him/her why it is being delayed. Where applicable, Garrity and or Weingarten rights will apply at the time of the investigation. 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 will also be recorded. 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 3:** 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 4:** The investigating supervisor shall, upon completion of his investigation, submit the findings of the investigation to the employee's Deputy Chief.

Within fourteen (14) calendar days of receiving the completed investigation, the Deputy Chief(s) will, when appropriate, administer discipline or when warranted will make a recommendation to the Police Chief. The Police Chief will make a decision regarding the formal disposition and, if warranted, discipline. In imposing any discipline of a current charge, the City will not take into account any prior written reprimands that occurred more than 48 months previously. In imposing any discipline of a current charge, the City may take into account any prior suspension. The decision, whether issued by the Deputy Chief or the Chief, shall be in writing and shall be forwarded to the employee within fourteen (14) calendar days following receipt of the PSS recommendation (if the Deputy Chief issues discipline), or within fourteen (14) calendar days of the Deputy Chief's recommendation (if the Chief is issuing the discipline) . The employee will have the opportunity for a predisposition meeting with the Deputy Chief or the Chief, prior to the issuance of discipline. The employee may have union representation at the

predisposition hearing if he/she requests such representation.

**Section 5:** 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 and/or driving behavior.

- 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 will be issued a PC and the process specified above will be followed. In addition, the employee will have any rights of appeal set forth in the Discharge and Discipline Section of this Agreement or the Grievance Section of this Agreement.

**Section 6:** 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.

- a) 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.
- b) If an employee who has been relieved of duty is subsequently suspended or involuntarily terminated, 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.
- c) If an employee who has been relieved of duty is not suspended or involuntarily terminated, the employee will not be required to utilize banked time to cover the relieved from duty time period.

**Section 7:** The forms of discipline may consist of the following, however, depending on the offense, discipline for a particular incident or infraction may result in more than one of the listed disciplines. The Employer reserves the right to discipline and discharge employees for just cause. The Employer shall employ the principles of progressive discipline, with the exception of major infractions, which may result in immediate suspension or termination. Major infractions include but are not limited to the following:

- 1) Excessive use of force;
- 2) Mishandling of a weapon;
- 3) Mishandling of evidence;
- 4) Dishonesty;
- 5) Cowardice;

- 6) Theft;
- 7) Insubordination;
- 8) Criminal Conduct;
- 9) Harassment;
- 10) Discrimination.

The circumstances and severity of the incident will determine the actual discipline imposed.

- a) WRITTEN WARNING: A form of progressive discipline whereby an employee is notified, in writing, that his/her conduct is unsatisfactory in that it does not measure up to the minimal acceptable work level or conduct of the department. When a written reprimand is issued to an employee, he/she shall signify his/her receipt of said reprimand by signing same and he/she shall be furnished a copy of the reprimand and the original shall be placed in the employee's personnel file. If the employee wishes to record his/her position regarding the action, he/she shall have the right to note his/her position and attach a memo to the warning, setting forth said position.
- b) REASSIGNMENT: Reassignment is an involuntary assignment and may include changes in working hours, pay, days off, and types of work performed. However, said work reassignment shall not be of a nature not normally performed by an employee of the reassigned employee's rank. The reassignment must be within the department. If the reassignment is for a designated period, the employee will return to their original assignment at the end of that period. The employee shall receive full benefits and salary of the position to which he/she has been reassigned for an employee of his/her seniority level.
- c) SUSPENSION: Suspension is a temporary separation from the department. A member who has been suspended will not be paid for the period of his/her suspension but will accrue all benefits with the exception of vacation and sick time. Suspension shall not exceed nine hundred sixty (960) working hours (6 months calculated at 8 hour/day rate). Provided, however, that this maximum shall not be a limit on the power of an arbitrator to modify a disciplinary penalty.
- d) DISMISSAL: A complete and final separation from employment of the Employer. It is recognized by both the Employer and the employee that the employee may continue to be represented by his/her bargaining unit after dismissal through all prescribed contractual appeals.

**Section 8:** If the employee is not satisfied with the Deputy Chief's decision on discipline, he/she may appeal said decision to the Chief of Police. The employee or the union must email the Chief, indicating in specific detail the reasoning the union member and/or the union wishes to appeal the decision to the Chief's level. The appeal must be sent to the Chief within fourteen (14) calendar days after the Deputy Chief makes his/her decision and has been provided to the affected employee. The Chief or his/her designee, the Union

President or his/her designee (designee must be Executive Board Member), and the employee contesting the decision will meet in person within fourteen (14) calendar days of the receipt of written appeal. 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 after the in person meeting for the appeal. If the employee does not agree with the Chief's decision on appeal, or believes a discipline administered by the Chief was unjust, he or she may file a grievance under the grievance process at Step 4.

**Section 9:** 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. Verbal reprimands are not considered as discipline.

**Section 10:** An officer involved in a shooting or fatal incident may be asked to make a statement at the scene of an incident; but if he/she refuses, one will not be ordered. The officer will be required, however, to provide information that is needed immediately to proceed with the investigation such as suspect description, direction of travel, etc. Upon returning to the 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 11:** The following steps are a summary of the personnel complaint process:

- a) Step 1: Provide the employee and the union a written copy of the personnel complaint within 21 calendar days of the receipt of the allegation or complaint.
- b) Step 2: Investigation of the incident, including an interview of the employee: In most circumstances, should be completed within 14 calendar days of the notice in Step 1.
- c) Step 3: Predisposition meeting with the individual responsible for issuing the discipline – Deputy Chief or Chief. This will be held within 14 calendar days after the recommendation which leads to the issuance of the discipline.
- d) Step 4: Issuance of the disciplinary decision by the Deputy Chief or the Chief.
- e) Step 5: Appeal or grievance process as specified above.

**Section 12:** Disciplinary suspension will be based on an eight (8) hour shift.

## ARTICLE 6: 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. This will generally involve the employee meeting with his/her sergeant.

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

- a) Preliminary Step: 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 the most appropriate Lieutenant given the nature of the grievance. The employee has the right to have a Steward present at this initial discussion if he/she chooses. This discussion must occur within fourteen (14) calendar days after the occurrence of the event upon which the complaint 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 lieutenant 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. The lieutenant shall respond to the union and the employee in writing within five (5) calendar days.
- b) Step 1: If the employee and/or union are not satisfied with the lieutenant’s written response, the aggrieved employee may file a formal grievance on the grievance form. The grievance 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 grievance shall be presented to the Deputy Chief within fourteen (14) calendar days after the receipt of the lieutenant’s written response.
- c) Step 2: Within fourteen (14) calendar days after the grievance is presented to the Deputy Chief, a meeting will be held with the Deputy Chief, the Union President, or his/her designee (designee must be an Executive Board member), and the aggrieved member. A written answer shall be rendered by the Deputy Chief within fourteen (14) calendar days of the meeting.
- d) Step 3: If the grievance is not satisfactorily settled at Step 2, the President or his/her designee (designee must be an Executive Board member) may appeal to the Chief of Police within fourteen (14) calendar days of the Step 2 decision. The Chief or his/her designee, the Union President or his/her designee (designee must be an Executive Board member), and the aggrieved member will meet within fourteen (14) calendar days of the receipt of the grievance by the Chief. A written

answer shall be rendered by the Chief or his/her designee within fourteen (14) calendar days after that meeting.

If the grievance is not satisfactorily resolved by the Chief, the grievance shall be referred to the President of the union 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, which shall be specifically noted on the grievance form, it shall proceed to Step 4. 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.

- e) Step 4: If the grievance is not satisfactorily settled at Step 3, and the Executive Board determines the grievance to be valid, the employee or the Association shall have the right to appeal to the Director of Human Resources; provided said appeal is made within twenty one (21) calendar days of receipt of the written Third 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 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. Prior to issuing a written answer, the Director of Human Resources shall consult with the City Administrator regarding the answer. In lieu of filing an answer, the Director of Human Resources, in his/her discretion, may submit the grievance to a mutual 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.

If the grievance is not resolved satisfactorily at Step 4, either party may request mediation through the Michigan Employment Relations Commission (MERC) prior to filing a request for arbitration. The request for mediation must be made in writing within seven (7) days of the Union receiving the fourth step answer. If mediation does not successfully settle the grievance, the union has fourteen (14) calendar days after the date of mediation to submit the grievance to arbitration.

- f) Step 5: if the Fourth 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 fourth 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 fourth 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 Association, nor shall he/she exercise any responsibility or function of the Employer or the Association.

It is recognized that some issues that may be the focus of a grievance are only able to be addressed properly at Step 3, 4, or 5. 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 the preliminary step and steps 1 and 2. If a new grievance is submitted to the Chief of Police, she/he will either handle the grievance starting at Step 3 or will direct the union to begin at a different step.

**Section 4:** If the grievance is submitted to an arbitrator by the Director of Human Resources under Step 4, the City shall pay the arbitrator’s fee. If the grievance is submitted to arbitration pursuant to Step 5, 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 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.

**Section 8:** The Parties agree to develop a committee consisting of members of the AAPOA and the City for the purposes of discussing alternatives to the current process of binding arbitration. This committee will begin meeting within one month of this collective bargaining agreement being ratified by the Parties.

## ARTICLE 7: SENIORITY

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

- a) “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).

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) “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).

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.

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 employees hired into the bargaining unit shall be probationary employees for evaluation purposes for one year commencing with the original date of entry into the bargaining unit (the date the in-house academy begins or the date that the job classification is Police Officer). 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) Employees who have successfully completed a probationary period who leave a

position classification within the bargaining unit and subsequently return within one (1) year will not be subject to another probationary period.

- c) A recruit is an individual hired by the City while attending a regional police academy. A recruit is waiting to attend the Regional academy or is in attendance at the Regional academy. Recruits are assigned at the discretion of management and are not members of this bargaining unit and are not yet in a probationary status with this bargaining unit until such time that they graduate from the Regional Police Academy and their job classification changes to "Police Officer".
- d) A PSS Cadet is an individual hired by the City to perform work as assigned within the PSS bargaining unit. Upon successful completion of the PSS Cadet evaluation period, PSS Cadet's will be sent to the Regional Police Academy. PSS Cadets are not members of this bargaining unit and are not yet in a probationary status with this bargaining unit until such time that they graduate from the Regional Police Academy and their job classification changes to "Police Officer".
- e) The probationary period begins at the time the employee begins the Ann Arbor Police Department in-house academy.
- f) Probationary employees (who have reached Step 5) who have demonstrated a sufficient level of performance and have completed six (6) months of employment will be included in equalized overtime procedures and, may, at the discretion of the Employer, be included in the shift bid.
- g) It shall be the Department's prerogative to extend the probationary period up to an additional six (6) months beyond the first twelve (12) month evaluation period. The employee shall be notified of any extended probationary period and the reason for said extension.
- h) The Association shall represent regular 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 involuntarily terminated and disciplined for other than Association activity. The Association does not represent recruits.
- i) For employees hired after the effective date of this Agreement, 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 as a probationary police officer (not recruit). This clause does not affect the seniority list for employees hired prior to the effective date of this Agreement. 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.

### **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 involuntarily terminated and the involuntary termination 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.

**Section 5:** The President of the Ann Arbor Police Officers Association will retain top seniority for the purposes of shift bid on the day shift. The President shall bid work days that allow him/her to be available during the work week to administer the collective bargaining agreement.

## ARTICLE 8: LAYOFF AND RECALL

### Section 1: Layoff

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 seniority shall be the first to be laid off.

- a) Preliminary Step: Prior to any layoffs under this section, all bargaining unit employees will be offered a voluntary separation with no recall rights. Employees will have 48 hours to notify the Director of Human Resources or designee in writing of their interest. The most senior employee(s) (depending on the number of layoffs) who indicates their interest within 48 hours will be awarded the voluntary separation. The City will not contest unemployment for individuals who choose this option. Contingent upon the employee signing a separation agreement including a release of claims, the employee shall be paid severance pay (less applicable withholdings) based on years worked as follows:

Less than 5 years:	6 Weeks of Regular Pay
5-9 Years:	8 Weeks of Regular Pay
10 or more years:	10 Weeks of Regular Pay

Additionally, any employee who is eligible to retire and who is enrolled in the City's health care plan who chooses this option will receive a one-time deposit of \$500 in their HRA.

- b) 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 2: Recall

- 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-offs.
- b) Notice of recall shall be sent to the employee at the last known address by overnight mail and a call will be made to the phone number on file. 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 3: Seniority**

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 specified 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.

If a laid off employee is recalled to work within six (6) months of the layoff date, he or she will retain all seniority as if he/she had never been laid off. Any layoff periods of greater than six (6) months will result in adjusted seniority dates for all purposes, including step increases, promotional eligibility, etc. The seniority date will be adjusted to reflect all the time which the employee was in a layoff status.

## **ARTICLE 9: TRANSFERS AND VACANCIES**

**Section 1:** The Employer shall have the right to temporarily transfer employees within the bargaining unit from one position to another (e.g., officer/detective) or from one assignment 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. Employees transferred will receive the rate of pay of the higher position (if applicable) for all hours worked while serving in such position. During such Employer initiated transfer, the employee's position seniority in their original position 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 at least seven (7) days prior to the specified date of application.

In the Chief's discretion, certain postings for vacancies or new positions may include language specifying an effective period for the qualified applicant list. The posting will specify how long the posting will be effective (any time period up to one year or until the list is exhausted). If a member will become eligible during the effective period of this posting, he/she can apply for the position. The qualified applicant list will then be used to fill additional vacancies during the effective period of the posting.

In either circumstance employees interested in being considered for the vacancy or opening shall submit an email to the Chief expressing their desire and qualifications by the time the posting closes.

- b) The position shall be awarded to the employee with the best qualifications who possesses the ability and interest to perform the duties of the position as determined by the Chief of Police following 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 position. In the event the position vacancy is filled from those employees within the unit, the employee awarded the position shall assume the position as soon as is practical after the award is made and shall be on probation for a period of six (6) months commencing with his/her first actual day in the position.

- d) An employee may be removed from the position by the Chief 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 addition, the employee may request to be removed, from the position any time during the six (6) months probationary period. 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 his/her former position if it is open.
- e) If there are other positions open at the time the employee is removed or requests to be 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 Section.
- f) During a training assignment the employee being trained will always be supervised by a qualified employee or a qualified supervisor.
- g) An employee assigned to a training position for more than six months shall be paid at the current rate for such position.
- h) 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.

**Section 3:**

If an employee is transferred to a City position which is outside of the bargaining unit and later is transferred back to a position within the bargaining unit after a period of absence of one year or less, the employee will not be credited with accumulated departmental seniority for the time they worked outside of bargaining unit.

If an employee is promoted or transferred to a City position which is outside of the bargaining unit or leaves City employment and later returns to a position within the bargaining unit after a period of absence of more than one year, the employee will be treated as if he/she was a new employee upon return to the bargaining unit, and must begin his/her "seniority" for promotions from date of return.

## ARTICLE 10: WAGES

### Section 1:

- a) Effective January 1, 2023, all employees will be subject to a new pay scale, as shown in Appendix F. Employees whose step as of December 31, 2022 shows a decrease in pay on the January 1, 2023 wage scale will remain at the rate of pay they are at on December 31, 2022 until such time that their step increase gets them to a higher rate of pay on the new scale. The January 1, 2023 pay scale will remain in effect until December 31, 2024, and no across the board wage increase will take effect.
- b) Effective January 1, 2025, the wage schedule shall increase by 1% as shown in Appendix F.
- c) Effective January 1, 2026, the wage schedule shall increase by 2% as shown in Appendix F.
- d) 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.
- e) The job classifications, rate ranges and incremental steps applicable are set forth in the attached wage scales 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.
- f) 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.
  - i. All Employees are required to participate in payroll direct deposit.
  - ii. 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.
- g) 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.

## **ARTICLE 11: ALLOWANCES**

### **Section 1: Clothing Allowance**

Each sworn police officer covered by this Agreement shall receive the sum of one thousand three hundred dollars (\$1,300) 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.

The City shall front-load the annual clothing allowance for new hires in the amount of one thousand three hundred dollars (\$1,300). After the first front-loaded clothing allowance, new hires shall not receive a clothing allowance again until the first July 20 or January 20 following his or her first complete year of service.

### **Section 2: Equipment Allowance**

On or before August 1st of each year, sworn police officers shall receive seven hundred dollars (\$700) as equipment maintenance allowance to cover the maintenance expenses of both on and off duty equipment. This allowance replaces the phone stipend and use of City-issued cell phones. 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 involuntarily terminated prior to receiving his/her clothing or equipment allowance he/she shall not be entitled to payment for any portion of the allowance.

## **ARTICLE 12: 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 involuntarily terminated by the City will not be eligible for prorated longevity from their anniversary date.

### **ARTICLE 13: TRAINING AND 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 undergraduate level courses/s and textbooks will be provided at 100% of the total costs up to a maximum of five thousand dollars (\$5,000) 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 five thousand (\$5,000) per fiscal year. Only one graduate degree per employee, up to a master's level, will be considered for approval by the Chief. Benefits are available for law school work.
- e) Courses shall be taken on the employee's off-duty time. Courses may be taken during duty hours with the prior approval of the Chief or his/her designated representative. Hours lost under these circumstances shall be made up by the employee, or on the agreement of the employee and the Chief, or his/her designated representative, be deducted from the employee's accrued vacation or compensatory time.

## ARTICLE 14: 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. However, this shall not preclude the Employer from reducing its work force in accordance with Article 8.

**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) During the term of this collective bargaining agreement, shift changes for patrol will occur on the following dates: January 15, 2023, April 23, 2023, August 27, 2023, January 14, 2024, April 21, 2024, August 25, 2024, January 12, 2025, April 20, 2025, August 24, 2025, January 11, 2026, April 19, 2026, August 23 2026. 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 Deputy

Chief 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:
  - i. 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.
  - ii. 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.

- i. There is no cap on the usage of compensatory time.
- ii. 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.
- iii. Compensable time-off shall be considered as time worked for the purpose of computing benefits under this Agreement.
- iv. Voluntary payouts of compensatory banks will be allowed on a monthly basis.
- v. 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 football seasons for the duration of this collective bargaining agreement, 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 7th 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 7th 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 (more than 3 months in duration) 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 for 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, with 14 days advance notice, management is permitted to change an employee's scheduled hours and leave days for training assignments lasting one day or longer for up to 40-hours, up to five (5) times per calendar year for employees on days or afternoons, and three (3) times per year (once per shift period) for those on midnights.

- c) When employees on midnights are assigned to training, they will work with the patrol Lieutenant to reasonably flex their time immediately before or following the day of training so that they are not required to work in excess of established fatigue rules.
- d) 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 four (4) 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.

## Section 12: Detective Bureau On-Call

- a) All current and future permanent, temporary, and in-service (with more than four months of DB time) Detectives in the Detective Bureau will work an on-call schedule in one-week increments, as follows:
  - i. Two detectives be on-call from Monday to Sunday, as outlined in Section c below.
- b) As outlined in Article 14, Section 3 (b), the Employer shall furnish the Association President with a shift bid form. As stated in subsection (a) above, each Detective will be required to bid for two or three on-call weeks per shift period, depending on seniority. If there are remaining weeks left during the shift period that are unassigned following the bid process, the list will be re-opened, and may be filled by seniority in one-week increments. If slots remain after this process, the list may be filled using inverse seniority.
  - i. As outlined in Article 14, Section (d), exceptions to the rotation cycle can be made and adjusted to accommodate personal needs by command (i.e. extended sick leave or other leave of absence).
  - ii. Detectives will not be permitted to bid scheduled vacation during the same week they bid for an on-call shift.
  - iii. Detectives will not be forced to bid for more than 3 one-week slots during a shift bid period. Detectives may volunteer for more than 3 one-week slots.
  - iv. An on-call detective may request flexibility in their regularly scheduled daytime shift subject to the approval of the DB Lieutenant.
- c) "On-Call" means employees must be able to respond by phone or text to the requestor. Employees "on-call" must also respond to the station to handle after hour emergencies as directed by the employer. Employees who do not respond by phone within 15 minutes of the call or arrive to the station within a hour of the return call may be subject to the disciplinary process as outlined in Article 5 of the collective bargaining agreement.
  - i. During the week that a Detective is on-call, he/she will be given one (1) hours of compensatory straight time per week day (Monday – Thursday), two (2) hours of compensatory straight time for Friday, and three and a half (3.5) hours of straight compensatory time for each weekend day (Saturday – Sunday) actually on-call. Compensatory time given for the on-call assignment may be taken in cash or added to an employee's compensatory time bank, as requested by the employee.

- ii. If an on-call Detective is physically called back to work for reasons determined by the Employer, he/she will be compensated according to the provisions outlined in Article 14, Section 9.
- iii. If a Detective is absent for their normal work day shift due to an unplanned vacation, sick, or compensatory day, they are not eligible to be on call that day, and will not be given compensatory time for that day. Similarly, if a Detective is sick on their leave day, which is also an on-call day, and cannot respond to calls if needed, they will not be given compensatory time for that day.
  - a. The Detective command staff may find another Detective to fill in for a Detective who calls in sick, takes an unplanned vacation or compensatory day, if staffing permits. The substitute will be given the appropriate amount of compensatory time for that day—as listed in subsection c, i.
- iv. If a Detective's scheduled on-call day falls on a City designated Holiday, the on-call Detective will be given four (4) hours of straight time compensatory time for that Holiday (instead of the amount listed in subsection c,i.), in addition to their regular Holiday Pay for that day. Compensatory time given for the on-call assignment may be taken in cash or added to an employee's compensatory time bank, as requested by the employee.
  - a. If an on-call Detective physically reports to work during their scheduled on-call time, they will receive a minimum of four (4) hours callback pay at a double time rate, in addition to their regular Holiday Pay for that day.
- d) Special Assignment Officers currently assigned to DEA or LAWNET are exempt from the terms of this Section.
- e) A detective working on-call is not eligible to sign up for, or work, any equalized overtime opportunities during the week they are on call, nor are they forceable for any equalized overtime assignment.
- f) If an on-call Detective physically reports for work during their scheduled on-call time, every effort will be made to allow them 8 hours off duty before they report back for the start of their regular shift. Detectives should notify their supervisor if they exceed 16 hrs worked in 24 hour period, or if they will have less than 8 hours off before the start of the next shift.
- g) In the event that a Detective is called in for pre-scheduled court time while on-call, and has the ability to attend remotely, they will be compensated for a minimum of two (2) overtime hours (taken in pay or compensatory time) for attending those meetings. If the court hearing lasts longer than two (2) hours, on-call Detectives will be compensated for actual time spent in the meeting.

- h) The Employer will allow the use of administrative pool vehicles to Detectives who are on-call with the option to take a vehicle home if approved by the Chief.

## ARTICLE 15: HOLIDAYS

### Section 1: Holiday

All employees shall receive their regular compensation for the following holidays or parts thereof on Holidays during which the public offices of the City are closed:

- New Year's Eve
- New Year's Day
- Martin Luther King Birthday Holiday (Observed)
- Presidents Day
- Easter Sunday
- Employee's Birthday
- Memorial Day (Observed)
- Juneteenth
- July 4
- Labor Day
- Indigenous People's Day
- Veterans Day (November 11)
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve (December 24)
- Christmas Day (December 25)

Employees classified as "Police Officer" (who are assigned to patrol and traffic) will receive holiday pay for the actual days in which the Holiday falls on. Special Assignment Officers and Detectives (employees not on patrol or traffic) will receive holiday pay on the observed day, in accordance with the City Holiday schedule.

### 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) Special Assignment Officers and Detectives (employees outside of patrol and traffic) 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 16: 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:

<b>Anniversary Date</b>	<b>Vacation Hours Earned On Annual Basis</b>	<b>Accrual Earned Each Pay Period</b> (based on 80 hour pay period)
Start Date (Anniversary Date)	150	5.77 hours
10 <sup>th</sup> Anniversary	180	6.92 hours
15 <sup>th</sup> Anniversary	210	8.08 hours

**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 retire 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/her scheduled vacation), after informing the calling supervisor that he/she is on a scheduled vacation, he/she shall be compensated as follows:

- a) 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.
- b) Those vacation days lost due to the call back will be compensated on a one (1) day for one (1) day ratio.

## ARTICLE 17: 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. 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:
  - i. Such employee shall not qualify for overtime in each week such instances

occur until they have completed 40 hours work in that week.

- ii. Employees may be subject to disciplinary action or dismissal depending on the circumstances.
- iii. 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 a personal or immediate family member's illness or medical condition, pregnancy, or injury which is not related to work.

In addition, an employee may use accrued sick leave, upon approval of the section commander, for absences 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 (spouse, children, or parent or parent in law). The City reserves the right to require an employee to bring in medical verification, at the employee's expense, of family illness or injury.

Finally an employee may use accrued sick leave upon approval of the 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.

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

**Section 6:** At the end of each calendar year, an employee having accumulated at least 500 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 7:** An employee who has accumulated a total of nine hundred and sixty (960) hours of paid sick leave credit shall, if he requests, be paid at the end of each subsequent calendar year of employment with the City for one-half of the unused sick leave credit earned in such year above the nine hundred and sixty (960) hours accumulated at the rate in effect on December 31st of such year, and the remaining one-half (1/2) shall accumulate.

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

**Section 8:** If and when an employee quits or is involuntarily terminated from his/her employment, any unused accumulation of paid sick leave shall be canceled and will not be paid.

**Section 9:** 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 10:** Restricted Duty – The Employer agrees to place up to 5 individuals who are medically restricted into assignments in which they can perform restricted duties, as follows:

- a) An employee will be eligible for a restricted duty assignment if he or she has a medical certification indicating that the restriction will last fourteen (14) or more calendar days. Upon certification, the employee will be assigned to a restricted duty assignment.
- b) The Employer maintains the right to determine the duties associated with these restricted duty assignments. The Employer also reserves the right to move personnel assigned to these restricted duty assignments to another restricted duty assignment when necessary to meet the operational needs of the Department.
- c) The Employer reserves the right to have any injury or condition that requires a light duty assignment confirmed by the City's physician at City's cost.
- d) The Employer reserves the right to place an employee in a restricted duty assignment without a formal bid process and training, provided that the employee is qualified to complete the assigned work duties.
- e) If more than 5 employees have been concurrently medically restricted, the restricted duty assignments will be provided in the following priority order:

- ADA requirements;
  - duty related illness or injury resulting in restrictions;
  - Seniority (high to low) for other medical restrictions.
- f) Based upon the priority requirements, those officers who could not be placed in a restricted duty assignment would be placed on leave and would use accrued sick time.
- g) The placement in a restricted duty assignment will not entitle the officer to specialty pay, time specialty consideration or as a qualification in future position selection processes.
- h) No restricted duty assignment will be available for more than nine (9) months.
- i) The establishment of these restricted duty assignments does not abrogate the Employer's right to completely civilianize the working positions at the Patrol Operations front desk.
- j) 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. The Benefits Supervisor, based on medical documentation, will determine whether the injury is severe enough to prevent the officer from working in a restricted capacity.

## ARTICLE 18: LEAVES OF ABSENCE

### Section 1: Medical Related Leaves

All medical leaves are concurrent with FMLA when it is applicable under the regulations, as determined by management. While on FMLA for a personal illness, an employee must utilize sick leave banks, but can retain up to 84 hours. Once sick leave is exhausted (down to 84 hours), the employee must use other banked time (vacation, comp or personal) until time is exhausted or FMLA is exhausted, whichever comes first. The employee may choose from which bank the time comes and may reserve up to 40 hours in each bank.

Once FMLA is exhausted, if an employee continues on a medical leave or a child birth/adoption leave, the employee can request to be paid out of any remaining banks (paid parental leave, when applicable, vacation, compensatory, personal), however, sick banks may only be used if there is supporting medical documentation of illness, or may choose to be unpaid. If an employee is unpaid, he/she will be responsible for COBRA payments to continue health insurance, and employee will not accrue pension time or paid time off during the period when unpaid.

- a) 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, 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 Team Representative. Employees will continue to accrue paid time off while on FMLA leave as long as they are being paid.
- b) 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. Employees will have the option of utilizing 12 weeks of paid parental leave in accordance with Human Resource Policy and Procedure 4.16. Disability caused by pregnancy shall be treated as any other temporary illness. Therefore, an employee, may opt to use available sick time or Paid Parental Leave while on pregnancy leave, while she is considered medically disabled (generally 6-8 weeks). Vacation, compensatory, and personal leave time may also be used at the employee's election, if sick time is not appropriate or available, once FMLA has been exhausted. Total time to be allowed including FMLA and use of accrued banked time shall not exceed six (6) months.
- c) Non-FMLA Medical Leave & Absence: A medical leave may be granted for up to one year, or longer if approved by the Benefits staff (one year including any available FMLA). 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 paid time off 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.

- d) Return from Medical Leave: Prior to returning to work from any medical leave, it is the employee's responsibility to contact the Benefits Team as soon as possible prior to the planned return to work date. Failure to promptly contact the Benefits Team may delay the employee's return to work. No employee may return to work from a medical leave without authorization from the Benefits Team.

## **Section 2: Non-Medical Leaves**

Management must approve non-medical leaves. Management is also responsible for notifying the Benefits staff for coordination of benefits issues. While an employee is on a non-medical leave, he/she may utilize compensatory time, vacation time or personal time, if approved. If an employee is unpaid, he/she will be responsible for COBRA payments to continue health insurance, and employee will not accrue pension time or paid time off during the period when unpaid.

- a) 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.
- b) Union Leave: The City will allow officers who are elected officials of the AAPOA, collectively, twenty (20) eight (8) hour days (160 hours) 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.
  - i. 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

- ii. 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.
  
- c) 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	Parent or Step Parent	Grandparent
Child or Step Child	Sibling or Step Sibling	Grandchild
	Parent or Step-Parent of Spouse	Grandparent of Spouse
	Sibling or Step Sibling of Spouse	Grandchild of 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.

- d) 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.
  
- e) Personal Days: 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.

- f) 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) (See Human Rights Policy and Procedure 4.8 for details regarding process).
  
- g) 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.
  - i. 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. The employee must also provide documentation regarding the amount of jury pay received for each day of jury duty.
  
  - ii. 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 19: HEALTH AND 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 or not maintained in a state of general repair 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) 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 policies 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 20: WORK RELATED INJURY

Each employee will be covered by the applicable Worker's Disability Compensation Act. Employees must report work related injuries and illnesses as soon as possible to his/her supervisor. The employee must follow all directions related to medical care issued by the Benefits Team or third party workers compensation providers.

### Section 1: First 52 weeks

- a) Supplemental: 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, and seeks medical treatment, shall in addition to Worker's Compensation benefits, receive the difference between the Worker's Compensation benefits and his/her net City salary and all fringe benefits (except clothing and equipment allowance) as of the date of injury (excluding overtime) commencing on the first day on which he/she is unable to work due to work-related illness or injury. Supplemental payments will be paid thereafter until the 365th day following such injury.
- b) Net Pay: Net pay for purposes of determining the supplement will be calculated as follows:  
Employee's bi-weekly wage less Federal taxes, State taxes, FICA and pension withholding. The supplemental amount will not increase because of a change in the employee's W-4 form.
- c) Pension: For computation of pension withholding and final average compensation for retirement calculation, the employee's regular bi-weekly salary will be used instead of the actual supplemental amounts paid. For periods of less than two weeks, the amounts will be prorated. The City will bear any additional necessary cost to make the pension contribution the same as if the employee were working. Worker's Compensation benefits shall not be used for purposes of computing final average compensation for pension.
- d) Reoccurrence: If an employee returns to work prior to the expiration of the 52 week period, and then is off again due to a reoccurrence or aggravation of the disability resulting in the prior absence from work, that employee shall be entitled to receive supplemental pay for a number of weeks equal to 52 minus the number already received.

### Section 2: After 52 Weeks

- a) Payment: After the 52-week period, an employee who is eligible for Worker's Compensation benefits will receive only those statutorily mandated Worker's Compensation benefits. After the 52-week period, the employee will not receive any fringe benefits including insurance or accrue any sick, vacation, personal, or other time. However, an employee may use accrued sick, vacation or

compensatory time to supplement worker's compensation payments up to net salary.

- b) Pension: After the 52-week period, an employee who is eligible for worker's compensation benefits will not have any pension withholdings taken nor will he/she receive pension credit.

### **Section 3: Secondary Employment**

- a) Notice: While an employee is receiving Worker's Compensation benefits, he/she shall notify the City if he/she is working elsewhere. Failure of an employee to notify the City that he/she is employed elsewhere shall result in the employee forfeiting his/her right to any additional weekly supplemental payments to which he/she would otherwise have been entitled, and in reimbursing the City an amount equal to that earned at other employment but not to exceed the amount the employee would have been entitled to as supplemental pay.
- b) First 52 Weeks: 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.

### **Section 4: Work Offered by the City (Light Duty)**

While an employee is receiving Worker's Compensation benefits, he/she shall be required to perform work that is offered by the City if he/she is capable of performing that work, including limited and light duty work. If an employee refuses to perform other work offered that he/she is capable of performing, the right to supplemental pay shall be forfeited and the employee will lose regular Worker's Compensation benefits under the Act.

- a) First 52 Weeks: If the employee is offered this work during the first 52 weeks, when he or she is entitled to supplemental payments, the salary for the work offered will not be lower than his/her salary prior to the worker's compensation illness or injury.
- b) After 52 weeks: If the employee is offered work after the 52 weeks, his/her salary shall be that of the job offered.

### **Section 5: Return to Work**

- a) Medical Checks: The employee may be required to periodically report to a City-selected and paid for doctor.
- b) Prior position: At any time that the employee is able to return to his/her regular position, he/she shall be required to do so. Failure to return will result in forfeiture of weekly supplemental payments and loss of regular Worker's Compensation

payments under the Act.

- c) Other positions: If the employee is not able to return to his/her former position but is able to perform work in another open position, he/she may be offered that position and his/her pay shall either be commensurate with the salary or wage grade for that position.
- d) Additional Medical Treatment upon Return to Work: 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)
  - Occupational Health Clinic (i.e. Concentra)
  - 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.

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).

If treatment is necessary during the employee's normal shift, the employee will be released and will not be required to utilize sick time.

If the treatment is necessary during off shift hours, the employee will receive equivalent compensatory time at a straight rate that will be determined on a pay period basis. The employee must document all treatment hours on off-shift hours and submit them to the Benefits Supervisor on a pay period basis. The straight time off shall include travel time to and from the location necessary for follow-up treatment.

The Employer maintains the flexibility to change the schedule of employees requiring follow up treatment when operationally necessary.

### **Section 6: Coordination of Benefits**

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

## **ARTICLE 21: INSURANCE**

### **Section 1: Health Insurance**

The City will provide health, dental and optical insurance coverage described below beginning on the 90th day of employment. An employee may elect to purchase those benefits at his/her own cost during the first 89 days of employment.

Where two employees are legally married and are eligible for health, dental or vision coverage, they will be enrolled under one contract as a subscriber and spouse and receive benefits under one contract.

Employees must report major life event changes to the Benefits staff within 30 days of the event in order to add or delete persons from the benefit plans. Major life event changes impacting eligibility for benefits include marriage, birth of a child, divorce, legal adoption, legal guardianship, death, marriage of a child, or loss of health insurance under another plan. Notification beyond 30 days of the event will delay any additions of persons to benefits until the next open enrollment period. If failure to report the event within 30 days results in additional benefit costs to the City, the employee may be held responsible for such costs.

The Union agrees that health, dental and optical coverage may be placed out for competitive bidding, providing the level of benefits outlined in Appendices A, B, and C are maintained or improved. If a provider with reasonably similar acceptance levels to current providers can supply an equivalent or better benefit plan at the same cost, those benefits will be provided to the bargaining unit. There shall be at least 30 days' notice provided to the bargaining unit before any changeover in providers goes into effect.

#### **a) Active Employee Health Care Coverage**

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 as described below and in Appendix A, at the costs specified in Appendix A. Employees will be provided with specific information regarding the health care plan coverage at their new hire orientation and, in writing, each year during the open enrollment period.

The City will pay the cost of the Plan, subject to premium, deductible, co-insurance and co-pay costs described in Appendix A, which will be paid by the employee. The employee may choose coverage for employee, employee plus one, employee plus two, employee plus three or employee plus 4 or more as defined in the health care plan (including children through the end of the month that they turn 26). An employee shall not be able to change such coverage election until the next open enrollment period, or unless the employee has a qualifying event as defined by the plan document. Employees promoted or transferred 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):

- i. “Low Plan”: No monthly premium and costs specified in Appendix A.
- ii. “High Plan”: 10% monthly premium with costs specified in Appendix A.

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.

By October 15th 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 that a public employer can pay as set by 2011 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.

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 January 1, 2012. Employees who retired on or before January 1, 2012, are considered to be part of “retiree only” plans to which PPAC changes do not apply.

b) Dental Coverage

Employees, their spouses and eligible dependents shall be provided a “75% (Class I and II) 50% (Class III and IV) Delta Dental Plan” with benefits as specified in Appendix C, or its satisfactory equivalent. Dental benefits are available to dependents through the end of the calendar year in which they turn nineteen (19), or until age 25 if they are full time students. Proof of student status will be requested annually after the age of 19 to verify eligibility.

c) Optical Coverage

Employees, their spouses and eligible dependents shall be provided vision coverage through Eye-Med Advantage or its satisfactory equivalent. Vision benefits are available to dependents through the end of the calendar year in which they turn 19 or until age 25 if they are full time students. Proof of student status will be requested annually after the age of 19 to verify eligibility. Plan specifics are outlined in Appendix B.

d) Waiver

Under specified conditions set forth in Appendix D, employees shall be able to waive their City health, dental, and/or vision 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.

e) Wellness Incentive Program

Employees enrolled in the City health coverage insurance 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. Employees who are hired in the 4th quarter of the calendar year are not eligible for the Wellness Incentive Program for that calendar year.

## **Section 2: Life Insurance Coverage**

a) Basic

The Employer will pay the entire premium cost of \$40,000 of life insurance to all members of this bargaining unit, beginning on the entry date into a position in this unit.

b) Optional

In addition to the basic amount specified above, eligible employees will be permitted to take additional insurance equal to two or three times the amount of their annual salary, with the employee paying one half of the premium and the Employer paying the other half. Employees may elect this insurance coverage within 30 days of initial eligibility (90 days after hire). If not elected at that time, optional life insurance will be subject to evidence of insurability by the insurance provider. In addition, any coverage over \$250,000 (include basic life insurance) will be subject to evidence of insurability by the insurance provider. The insurance provider determines eligibility for this coverage.

The employee's cost of optional life insurance coverage shall be paid by payroll deduction over 26 pay periods.

c) Dependent

Employees above are entitled to subscribe to dependent life insurance for their family in the amounts specified below:

Spouse	\$10,000.00
<u>Children</u>	
Birth to age 6 months	\$ 1,000.00
Age 6 months to 19 years	\$ 7,000.00
Students 19-25 years	\$ 7,000.00
(coverage ends on the 25th birthday)	

The cost of Dependent Life Insurance is the responsibility of the employee and will be paid for through payroll deduction on a monthly basis.

## ARTICLE 22: RETIREMENT

### Section 1: Pension

The pension ordinance, as adopted by City Council, (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, except for the changes specifically provided for in this agreement.

- a) Normal Retirement: For employees hired into this bargaining unit before January 1, 2012, or who transferred 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 hired into this bargaining unit on or after January 1, 2012, or who transferred 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.
- b) 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.
- c) Pension Calculation: 2.75% of final average compensation, multiplied by the number of years of credited service. The maximum benefit payable to an employee of this bargaining unit shall not exceed 80% of the employee's final average compensation. (See pension ordinance for details regarding final average compensation).
  - i. For employees hired into this bargaining unit before January 1, 2012, or who transferred 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.
  - ii. For employees hired into this bargaining unit on or after January 1, 2012 or who transferred 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.
- d) Pension Contribution: Effective January 1, 2023, employee pension contribution is 6.5%. Effective January 1, 2025, employee pension contribution is 7%. Pension contributions will be pre-tax.

## **Section 2: Final Payouts at Retirement**

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.

- a) 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.

- b) 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.

- c) 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.

- d) Personal Time: Employees who retire from City employment will be paid for up to 32 hours of accrued, unused personal time. This payout at retirement will be included in final average compensation.

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

## **Section 3: Health Benefits in Retirement**

- 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) The City of Ann Arbor shall provide to all bargaining unit members hired before January 1, 2012, who retire, the level of coverage under the PPO plan as received by the bargaining unit member on the date of retirement, unless otherwise provided herein. Employees hired before January 1, 2012, will be able to choose between the High Option/Low Option plans each year during the open enrollment period, or if experiencing a change in family status. Premium contributions under the High Option plan shall be based upon the illustrative premium rates for all employees subject to revision based upon total group experience each January 1, payable

each month. This benefit provision also applies to surviving spouses and eligible dependent children as defined in the health care plan (through the end of the month in which they turn 26) of deceased retirees, and dependent on the pension option chosen by the retiree at the time of retirement. It is the intent of the parties, as permitted by law, that these benefits will continue throughout the life of the retiree and his/her dependents during the time they are eligible, as defined in the health care plan and in accordance with the provisions of the Retiree Health Care Benefits Plan and Trust (Chapter 21 of the City's Code of Ordinances).

The City of Ann Arbor shall provide to all bargaining unit members hired before January 1, 2012, who retire, (including their eligible spouse and eligible dependents as long as the retiree remains the subscriber), the retiree healthcare insurance benefits and coverage level under the PPO Plan shall continue beyond the expiration of the collective bargaining agreement as vested and unalterable rights for the life of the retiree and eligible dependents/beneficiaries. In addition, bargaining unit members who have already retired shall continue to receive the health care coverage in effect at the time of their retirement (including their eligible spouse and dependents as long as the retiree remains the subscriber).

- c) Employees who were 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. Beginning January 1, 2017, the City will annually contribute the actuarial equivalent of \$3500 into a Retirement Health Reimbursement Account for each bargaining unit member hired on or after January 1, 2012 or who transferred from another position in which they were not eligible for retiree health care. (See Appendix E for all contribution amounts per year). This amount will be contributed at the end of each calendar year. Employees will receive summary statements each year specifying the credit in the account or the information will be available on line. 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. The Medicare Part B premium remains the responsibility of the retiree. If the retiree has not earned enough credit to qualify for unpaid Medicare Part A, or does not otherwise qualify for such coverage through their spouse, the retiree will continue with regular PPO Plan coverage.
- e) If an employee who is hired before January 1, 2012, 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. 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.

#### **Section 4: Retiree Life Insurance**

a) Basic

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.

b) Optional

Retiring employees who continue to have basic life insurance paid for by the City, may convert their optional life insurance into a personal (individual) policy at retirement. The premium for this coverage shall be paid entirely by the retiree to the life insurance provider.

c) Dependent

Retiring employees, who continue to have basic life insurance paid for by the City, may convert their dependent life insurance into a personal (individual) policy at retirement. The premium for this coverage shall be paid entirely by the retiree directly to the insurance provider.

**Section 5:** For the duration of this collective bargaining agreement, if the Command Officers Association of Michigan (COAM) negotiates a retention program with the City, the City agrees that the provisions of any such negotiated program shall also apply to members of this bargaining unit.

## **ARTICLE 23: 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 24: 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", and shall be paid according to the wage schedules in Appendix F.

**Section 3:** 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 4:** 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 25: POLICE OFFICER AND SPECIAL ASSIGNMENT OFFICER**

### **Section 1: Police Officer**

Sworn officers assigned to Patrol or Traffic will be paid at the appropriate rate of pay set forth in Appendix F, and will be classified as “Police Officer.”

### **Section 2: Special Assignment Officer**

Sworn officers assigned to any position outside of Patrol or Traffic will be paid at the appropriate rate of pay set forth in Appendix F, and will be classified as “Special Assignment Officer”. Special Assignment Officers are paid at the same rate as detectives, and stay on the holiday schedule as detectives, as outlined in Article 15, Holidays.

### **Section 3: Other Specialized Assignments**

The Chief reserves the right to make specialized assignments. Specialized assignments will be emailed to eligible employees, and employees may submit their interest for a specialized assignment. The specialized assignment will be filled based upon the knowledge, skills and abilities, and other attributes required for the assignment as determined by the Chief of Police. The Chief may remove an employee from a specialized assignment in his or her discretion. If there are no volunteers for any of the specialized assignments, the Chief may assign someone at his/her discretion. Specialized assignments are contained within AAPD Policy & Procedure 023-003.

Specialized assignments may be added to, or deleted from, with the approval of the Chief of Police. Should an officer wish to resign from holding a specialized assignment, he/she must receive written approval from the Chief. Officers who have held a specialized assignment for more than ten (10) years may resign without the Chief’s approval.

## **ARTICLE 26: GENERAL**

**Section 1:** The City or the Department may provide City Personnel Rules for use in the City or in the Department. Thirty (30) calendar days prior to implementation of any new City Personnel Rules affecting the bargaining unit, the proposed City Personnel Rules will be submitted to the Union President for review and input. These City Personnel Rules shall be standardized wherever possible. The Employer shall be responsible for notifying bargaining unit members of any changes or additions to City Personnel Rules via e-mail at least ten (10) days prior to the actual implementation. In any conflict between the City or Department rules and this Agreement, this Agreement shall take precedence.

- 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 Deputy Chief.

**Section 5:** Unless required by law, 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, the Human Resources Service Partner assigned to the Police Department, 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 Financial Stability and Choice Act may reject, modify, or terminate this collective bargaining agreement, in all or in part, in accordance with and as provided in the Local Financial Stability and Choice 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.

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

**Section 17: Supplemental Agreements**

All supplemental agreements to this agreement negotiated and approved by the Employer and the Union shall be binding on both parties. These agreements shall be written in the subsequent contracts or expire, and shall be maintained in a master file by the Human Resources Department. There shall be joint access to this file by the Employer and Union.

## **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.

## **DURATION OF AGREEMENT**

This AGREEMENT shall become effective as of the date of approval by City Council (XX), except as otherwise specified in this agreement, and shall remain in full force and effect until the 31st day of December, 2026, 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.

EMPLOYER

UNION

CITY OF ANN ARBOR

ANN ARBOR POLICE OFFICERS  
ASSOCIATION

By: \_\_\_\_\_  
Christopher Taylor, Mayor

By: \_\_\_\_\_  
Sean Stewart, President

By: \_\_\_\_\_  
Jacqueline M. Beaudry, City Clerk

By: \_\_\_\_\_  
Noah Wells, VP Bargaining

Approved as to Substance:

\_\_\_\_\_  
Milton Dohoney Jr., City Administrator

\_\_\_\_\_  
Aimee Metzger, Interim Police Chief

Approved as to Form:

\_\_\_\_\_  
Atleen Kaur, City Attorney

**APPENDIX A –  
HEALTH CARE PLAN**

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.

	High Option PPO		Low Option PPO	
	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Medical</b>				
Deductible <sup>1</sup>	\$300 Single \$600 Family	\$600 Single \$1,200 Family	\$1,000 Single \$2,000 Family	\$2,000 Single \$4,000 Family
Coinsurance	80% after deductible	60% after deductible	80% after deductible	60% after deductible
Medical Out-of-Pocket Maximum <sup>2</sup> (includes medical, copays, and coinsurance)	\$1,500 Single \$3,100 Family	\$3,000 Single \$6,200 Family	\$3,400 Single \$6,800 Family	\$6,800 Single \$13,600 Family
Preventive Services – Adult/Child <small>*Select Services only – see BCBSM plan summaries for details</small>	Covered at 100%	Covered at 60%*	Covered at 100%	Covered at 60%*
Office Visit and Urgent Care Copay	\$10	60% after deductible	\$15	60% after deductible
Emergency Room Copay	\$50	\$50	\$50	\$50
<b>Prescription Drugs</b>				
Retail	\$10 Generic / \$30 Brand		\$20 Generic / \$40 Brand	
Mail Order	\$20 Generic / \$60 Brand		\$40 Generic / \$80 Brand	

<sup>1</sup> Copays do not apply to the Deductible, only to the Out-of-Pocket Maximum for In-Network Services  
<sup>2</sup> Medical In-Network Out-of-Pocket Maximum includes Deductibles, Coinsurance, and Copays; Medical Out-of-Network Out-of-Pocket Maximum includes Deductibles and Coinsurance.

## APPENDIX B - EYEMED VISION

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.



# CITY OF ANN ARBOR

Vision Care Services	Member Cost	Out-of-Network Reimbursement
Exam with Dilatation as Necessary	\$0 Copay	Up to \$30
Contact Lens Fit and Follow-up: (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
Standard Plastic Lenses:		
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
Lens Options (paid by the member and added to the base price of the lens):		
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
Contact Lenses (allowance covers materials only):		
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
Additional Pairs Benefit		
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.		
Frequency:		
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.

**APPENDIX C –  
SUMMARY OF DENTAL PLAN BENEFITS  
January 1, 2018**

<b>Item/Service</b>	<b>Coverage</b>
<b>Annual Maximum Benefit</b> (does not apply to Class 1)	\$2,000 per covered person
<b>Orthodontia Lifetime Maximum</b> (Children under 19)	\$2,000 per covered child
<b>Class 1: Diagnostic &amp; Preventative Services</b> (Exams, Cleanings, X-Rays)	Plan pays 75% / You pay 25%
<b>Class 2: Basic Services</b> (Extractions, Fillings, Oral Surgery, Periodontics, Endodontics, Crowns)	Plan pays 75% / You pay 25%
<b>Class 3: Major Services</b> (Bridges, Prosthodontic, Dentures)	Plan pays 50% / You pay 50%
<b>Class 4: Orthodontic Services</b> (Children under age 19)	Plan pays 50% / You pay 50%

**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 90 days of continuous employment.

**Enrollment**

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

## **APPENDIX D – HEALTH INSURANCE COST CONTAINMENT WAIVER PROGRAM**

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 team 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). 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.

2. 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. Employees whose spouses are City employees or retirees under the City health care coverage are not eligible for this program.
- b. Employees must complete and submit a Health Care Coverage Waiver Form to the Benefits team.

3. 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 an employee's spouse has experienced a complete non-voluntary termination of health benefits elsewhere, upon proof of loss, presented to the Benefits team, such coverage shall be restored immediately.

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

**APPENDIX E –  
 RETIREMENT HEALTH REIMBURSEMENT ACCOUNT CREDITS**

This chart summarizes the amount credited to each AAPOA employee hired after January 1, 2012, (or who transferred to a bargaining unit position from another position in which he/she was not eligible for employer paid retirement health care coverage) to the Retirement Health Reimbursement Account. The actual amounts contributed by the City are actuarially determined.

<b>Year of Credit</b>	<b>Date of Credit</b>	<b>Amount of Credit</b>	<b>Contract Reference</b>
2012	End of calendar year <sup>3</sup>	\$2500	July 1, 2009 – June 30, 2013 Article 10, Section 6 (7)
2013	End of calendar year	\$2500	July 1, 2009 – June 30, 2013 Article 10, Section 6 (7)
2014	End of calendar year	\$2500	July 1, 2009 – June 30, 2013 Article 11, Section G (d)
2015	End of calendar year	\$2500	January 1, 2015 – December 31, 2015 Article 26, Section 3 (c)
2016	End of calendar year	\$2500	January 1, 2015 – December 31, 2015 Article 26, Section 3 (c)
2017	End of calendar year	\$3500	January 1, 2017 – December 31, 2019 Article 22, Section 3 (c)
2018	End of calendar year	\$3500	January 1, 2017 – December 31, 2019 Article 22, Section 3 (c)
2019	End of calendar year	\$3500	January 1, 2017 – December 31, 2019 Article 22, Section 3 (c)
2020	End of calendar year	\$3500	January 1, 2020 – December 31, 2022 Article 22, Section 3 (c)
2021	End of calendar year	\$3500	January 1, 2020 – December 31, 2022 Article 22, Section 3 (c)
2022	End of calendar year	\$3500	January 1, 2020 – December 31, 2022 Article 22, Section 3 (c)
2023	End of calendar year	\$3500	January 1, 2023 – December 31, 2026 Article 22, Section 3 (c)
2024	End of calendar year	\$3500	January 1, 2023 – December 31, 2026 Article 22, Section 3 (c)
2025	End of calendar year	\$3500	January 1, 2023 – December 31, 2026 Article 22, Section 3 (c)
2026	End of calendar year	\$3500	January 1, 2023 – December 31, 2026 Article 22, Section 3 (c)

<sup>3</sup> Employees received pro-rata credit for the period from hire date to end of calendar year

## APPENDIX F – WAGE SCALES

**AAPOA Wage Schedule**  
Effective January 1, 2023 - December 31, 2024

Grade	Pay Scale Code	Position Code	Position Name	Step 1 Start	Step 2 1 Year Service	Step 3 2 Year Service	Step 4 3 Year Service	Step 5 4 Year Service	Step 6 5 Year Service
			Police Officer*	\$60,000.00 \$2,307.69 \$28.85	\$63,500.00 \$2,442.31 \$30.53	\$67,000.00 \$2,576.92 \$32.21	\$70,500.00 \$2,711.54 \$33.89	\$74,000.00 \$2,846.15 \$35.58	\$77,500.00 \$2,980.77 \$37.26
					Step 7 6 Year Service	Step 8 7 Year Service	Step 9 8 Year Service	Step 10 9 Year Service	Step 11 10 Year Service
					\$81,000.00 \$3,115.38 \$38.94	\$84,500.00 \$3,250.00 \$40.63	\$88,000.00 \$3,384.62 \$42.31	\$91,500.00 \$3,519.23 \$43.99	\$95,000.00 \$3,653.85 \$45.67

Grade	Pay Scale Code	Position Code	Position Name	Step 1 Start	Step 2 1 Year Service	Step 3 2 Year Service	Step 4 3 Year Service	Step 5 4 Year Service	Step 6 5 Year Service
			Police Officer - Bachelors*	\$61,350.00 \$2,359.62 \$29.50	\$64,928.75 \$2,497.26 \$31.22	\$68,507.50 \$2,634.90 \$32.94	\$72,086.25 \$2,772.55 \$34.66	\$75,665.00 \$2,910.19 \$36.38	\$79,243.75 \$3,047.84 \$38.10
					Step 7 6 Year Service	Step 8 7 Year Service	Step 9 8 Year Service	Step 10 9 Year Service	Step 11 10 Year Service
					\$82,822.50 \$3,185.48 \$39.82	\$86,401.25 \$3,323.13 \$41.54	\$89,980.00 \$3,460.77 \$43.26	\$93,558.75 \$3,598.41 \$44.98	\$97,137.50 \$3,736.06 \$46.70

Grade	Pay Scale Code	Position Code	Position Name	Step 1 Start	Step 2 1 Year Service	Step 3 2 Year Service	Step 4 3 Year Service	Step 5 4 Year Service	Step 6 5 Year Service
			Special Assignment Officer** Detective	\$66,000.00 \$2,538.46 \$31.73	\$69,850.00 \$2,686.54 \$33.58	\$73,700.00 \$2,834.62 \$35.43	\$77,550.00 \$2,982.69 \$37.28	\$81,400.00 \$3,130.77 \$39.13	\$85,250.00 \$3,278.85 \$40.99
					Step 7 6 Year Service	Step 8 7 Year Service	Step 9 8 Year Service	Step 10 9 Year Service	Step 11 10 Year Service
					\$89,100.00 \$3,426.92 \$42.84	\$92,950.00 \$3,575.00 \$44.69	\$96,800.00 \$3,723.08 \$46.54	\$100,650.00 \$3,871.15 \$48.39	\$104,500.00 \$4,019.23 \$50.24

Grade	Pay Scale Code	Position Code	Position Name	Step 1 Start	Step 2 1 Year Service	Step 3 2 Year Service	Step 4 3 Year Service	Step 5 4 Year Service	Step 6 5 Year Service
			Special Assignment Officer - Bachelors** Detective - Bachelors	\$67,485.00 \$2,595.58 \$32.44	\$71,421.63 \$2,746.99 \$34.34	\$75,358.25 \$2,898.39 \$36.23	\$79,294.88 \$3,049.80 \$38.12	\$83,231.50 \$3,201.21 \$40.02	\$87,168.13 \$3,352.62 \$41.91
					Step 7 6 Year Service	Step 8 7 Year Service	Step 9 8 Year Service	Step 10 9 Year Service	Step 11 10 Year Service
					\$91,104.75 \$3,504.03 \$43.80	\$95,041.38 \$3,655.44 \$45.69	\$98,978.00 \$3,806.85 \$47.59	\$102,914.63 \$3,958.25 \$49.48	\$106,851.25 \$4,109.66 \$51.37

\*Patrol and Traffic

\*\* Special Assignment Officers are not assigned to patrol or traffic.

**AAPOA Wage Schedule  
Effective January 1, 2025**

Grade	Pay Scale Code	Position Code	Position Name	Step 1 Start	Step 2 1 Year Service	Step 3 2 Year Service	Step 4 3 Year Service	Step 5 4 Year Service	Step 6 5 Year Service
			Police Officer*	\$60,600.00 \$2,330.77 \$29.13	\$64,135.00 \$2,466.73 \$30.83	\$67,670.00 \$2,602.69 \$32.53	\$71,205.00 \$2,738.65 \$34.23	\$74,740.00 \$2,874.62 \$35.93	\$78,275.00 \$3,010.58 \$37.63
					Step 7 6 Year Service	Step 8 7 Year Service	Step 9 8 Year Service	Step 10 9 Year Service	Step 11 10 Year Service
					\$81,810.00 \$3,146.54 \$39.33	\$85,345.00 \$3,282.50 \$41.03	\$88,880.00 \$3,418.46 \$42.73	\$92,415.00 \$3,554.42 \$44.43	\$95,950.00 \$3,690.38 \$46.13

Grade	Pay Scale Code	Position Code	Position Name	Step 1 Start	Step 2 1 Year Service	Step 3 2 Year Service	Step 4 3 Year Service	Step 5 4 Year Service	Step 6 5 Year Service
			Police Officer - Bachelors*	\$61,963.50 \$2,383.21 \$29.79	\$65,578.04 \$2,522.23 \$31.53	\$69,192.58 \$2,661.25 \$33.27	\$72,807.11 \$2,800.27 \$35.00	\$76,421.65 \$2,939.29 \$36.74	\$80,036.19 \$3,078.31 \$38.48
					Step 7 6 Year Service	Step 8 7 Year Service	Step 9 8 Year Service	Step 10 9 Year Service	Step 11 10 Year Service
					\$83,650.73 \$3,217.34 \$40.22	\$87,265.26 \$3,356.36 \$41.95	\$90,879.80 \$3,495.38 \$43.69	\$94,494.34 \$3,634.40 \$45.43	\$98,108.88 \$3,773.42 \$47.17

Grade	Pay Scale Code	Position Code	Position Name	Step 1 Start	Step 2 1 Year Service	Step 3 2 Year Service	Step 4 3 Year Service	Step 5 4 Year Service	Step 6 5 Year Service
			Special Assignment Officer** Detective	\$66,660.00 \$2,563.85 \$32.05	\$70,548.50 \$2,713.40 \$33.92	\$74,437.00 \$2,862.96 \$35.79	\$78,325.50 \$3,012.52 \$37.66	\$82,214.00 \$3,162.08 \$39.53	\$86,102.50 \$3,311.63 \$41.40
					Step 7 6 Year Service	Step 8 7 Year Service	Step 9 8 Year Service	Step 10 9 Year Service	Step 11 10 Year Service
					\$89,991.00 \$3,461.19 \$43.26	\$93,879.50 \$3,610.75 \$45.13	\$97,768.00 \$3,760.31 \$47.00	\$101,656.50 \$3,909.87 \$48.87	\$105,545.00 \$4,059.42 \$50.74

Grade	Pay Scale Code	Position Code	Position Name	Step 1 Start	Step 2 1 Year Service	Step 3 2 Year Service	Step 4 3 Year Service	Step 5 4 Year Service	Step 6 5 Year Service
			Special Assignment Officer - Bachelors** Detective - Bachelors	\$68,159.85 \$2,621.53 \$32.77	\$72,135.84 \$2,774.46 \$34.68	\$76,111.83 \$2,927.38 \$36.59	\$80,087.82 \$3,080.30 \$38.50	\$84,063.82 \$3,233.22 \$40.42	\$88,039.81 \$3,386.15 \$42.33
					Step 7 6 Year Service	Step 8 7 Year Service	Step 9 8 Year Service	Step 10 9 Year Service	Step 11 10 Year Service
					\$92,015.80 \$3,539.07 \$44.24	\$95,991.79 \$3,691.99 \$46.15	\$99,967.78 \$3,844.91 \$48.06	\$103,943.77 \$3,997.84 \$49.97	\$107,919.76 \$4,150.76 \$51.88

\*Patrol and Traffic  
\*\* Special Assignment Officers are not assigned to patrol or traffic

**AAPOA Wage Schedule  
Effective January 1, 2026**

Grade	Pay Scale Code	Position Code	Position Name	Step 1 Start	Step 2 1 Year Service	Step 3 2 Year Service	Step 4 3 Year Service	Step 5 4 Year Service	Step 6 5 Year Service
			Police Officer*	\$61,812.00 \$2,377.38 \$29.72	\$65,417.70 \$2,516.07 \$31.45	\$69,023.40 \$2,654.75 \$33.18	\$72,629.10 \$2,793.43 \$34.92	\$76,234.80 \$2,932.11 \$36.65	\$79,840.50 \$3,070.79 \$38.38
					Step 7 6 Year Service	Step 8 7 Year Service	Step 9 8 Year Service	Step 10 9 Year Service	Step 11 10 Year Service
					\$83,446.20 \$3,209.47 \$40.12	\$87,051.90 \$3,348.15 \$41.85	\$90,657.60 \$3,486.83 \$43.59	\$94,263.30 \$3,625.51 \$45.32	\$97,869.00 \$3,764.19 \$47.05

Grade	Pay Scale Code	Position Code	Position Name	Step 1 Start	Step 2 1 Year Service	Step 3 2 Year Service	Step 4 3 Year Service	Step 5 4 Year Service	Step 6 5 Year Service
			Police Officer - Bachelors*	\$63,202.77 \$2,430.88 \$30.39	\$66,889.60 \$2,572.68 \$32.16	\$70,576.43 \$2,714.48 \$33.93	\$74,263.25 \$2,856.28 \$35.70	\$77,950.08 \$2,998.08 \$37.48	\$81,636.91 \$3,139.88 \$39.25
					Step 7 6 Year Service	Step 8 7 Year Service	Step 9 8 Year Service	Step 10 9 Year Service	Step 11 10 Year Service
					\$85,323.74 \$3,281.68 \$41.02	\$89,010.57 \$3,423.48 \$42.79	\$92,697.40 \$3,565.28 \$44.57	\$96,384.22 \$3,707.09 \$46.34	\$100,071.05 \$3,848.89 \$48.11

Grade	Pay Scale Code	Position Code	Position Name	Step 1 Start	Step 2 1 Year Service	Step 3 2 Year Service	Step 4 3 Year Service	Step 5 4 Year Service	Step 6 5 Year Service
			Special Assignment Officer** Detective	\$67,993.20 \$2,615.12 \$32.69	\$71,959.47 \$2,767.67 \$34.60	\$75,925.74 \$2,920.22 \$36.50	\$79,892.01 \$3,072.77 \$38.41	\$83,858.28 \$3,225.32 \$40.32	\$87,824.55 \$3,377.87 \$42.22
					Step 7 6 Year Service	Step 8 7 Year Service	Step 9 8 Year Service	Step 10 9 Year Service	Step 11 10 Year Service
					\$91,790.82 \$3,530.42 \$44.13	\$95,757.09 \$3,682.97 \$46.04	\$99,723.36 \$3,835.51 \$47.94	\$103,689.63 \$3,988.06 \$49.85	\$107,655.90 \$4,140.61 \$51.76

Grade	Pay Scale Code	Position Code	Position Name	Step 1 Start	Step 2 1 Year Service	Step 3 2 Year Service	Step 4 3 Year Service	Step 5 4 Year Service	Step 6 5 Year Service
			Special Assignment Officer - Bachelors** Detective - Bachelors	\$69,523.05 \$2,673.96 \$33.42	\$73,578.56 \$2,829.94 \$35.37	\$77,634.07 \$2,985.93 \$37.32	\$81,689.58 \$3,141.91 \$39.27	\$85,745.09 \$3,297.89 \$41.22	\$89,800.60 \$3,453.87 \$43.17
					Step 7 6 Year Service	Step 8 7 Year Service	Step 9 8 Year Service	Step 10 9 Year Service	Step 11 10 Year Service
					\$93,856.11 \$3,609.85 \$45.12	\$97,911.62 \$3,765.83 \$47.07	\$101,967.14 \$3,921.81 \$49.02	\$106,022.65 \$4,077.79 \$50.97	\$110,078.16 \$4,233.78 \$52.92

\*Patrol and Traffic

\*\* Special Assignment Officers are not assigned to patrol or traffic

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