

MEMORANDUM OF UNDERSTANDING

The City of Ann Arbor and the Deputy Chief's Unit of Teamsters Local 214 agree to remove the option of earning compensatory time for overtime worked from this collective bargaining agreement. This change is reflected in the revision to Article VII (Hours) as written below.

All hours of compensatory time banked shall be paid out in cash at the member's current rate of pay in the regularly scheduled payroll check following execution of this memorandum of understanding.

VII. HOURS

Section 1: The regular workday consists of eight (8) hours per day and the regular workweek shall be forty (40) hours per week. Work schedules shall be designated by the Chief. This shall not preclude the Employer from reducing its work force, in accordance with Section 5 of Article 6.

Section 2: The Chief will be the determining authority on the necessity for overtime. Employees shall not be eligible for overtime until he/she has worked 40 hours during the week in which the overtime will be applied. Employees shall receive compensatory time on a one and a half time basis or cash payment for overtime on a one and a half time basis. at the option of the Chief.

~~Section 3: Compensatory time accumulation shall not exceed one hundred and twenty (120) hours. Time earned in excess of one hundred and twenty (120) hours will automatically be paid at the appropriate rate in cash. Upon termination or death all compensatory time accumulated will be paid in full. However, if Federal or State law changes so as to make the present system for granting and administering compensatory time and time off illegal, the Employer shall be allowed to change the existing system so as to comply with said law. For those employees currently possessing over one hundred and twenty (120) hours compensatory time no additional compensatory time will be earned until their compensatory banks are below the one hundred and twenty (120) hour level. Employees shall not be allowed to take more than forty (40) hours compensatory time off in conjunction with vacation or at any other single occasion.~~

~~Section 4~~ **Section 3:** Compensable time-off shall be considered as time worked for the purpose of computing benefits under this Agreement.

~~Section 5~~ **Section 4:** 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.

~~Section 6~~ **Section 5:** It is recognized by the Union that scheduling work is a management right. It is recognized by the Employer that such scheduling must not be arbitrary nor capricious, such as changing a member's work schedule from day to day except during periods of emergency. Leave days shall be

consecutively assigned. Prior to any change to the existing work schedule management will meet with Union representatives and outline such changes.


~~Section 7: For employees not on the Department payroll as of January 1, 1982, compensatory time payout at retirement will not be included in final average compensation.~~

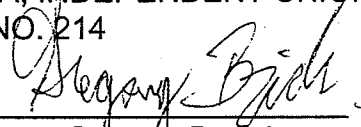
The parties agree that this language will be updated in the next Collective Bargaining Agreement (CBA) to reflect the changes agreed to here.

EMPLOYER

UNION

INTERNATIONAL BROTHERHOOD
TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF
AMERICA, INDEPENDENT UNION,
LOCAL NO. 214

By 
Carol Schuler 3/26/08
HR Director

By  3/26/08
Gregory Bazick

Its _____ President _____

By  3/30/08
Barnett Jones
Chief of Police

By  3/26/08
John Seto

Its _____ Steward _____