

COLLECTIVE BARGAINING AGREEMENT

CITY OF ANN ARBOR

AND

ANN ARBOR POLICE OFFICERS ASSOCIATION

COMMENCING JULY 1, 2006

CONCLUDING JUNE 30, 2009

TABLE OF CONTENTS

TABLE OF CONTENTS	2
AGREEMENT.....	4
STATEMENT OF PURPOSE	4
ARTICLE 1 - DEFINITIONS	5
ARTICLE 2 - RECOGNITION.....	6
ARTICLE 3 - GRIEVANCE PROCEDURE	8
ARTICLE 4 - REPRESENTATION	11
ARTICLE 5 - DISCIPLINE AND DISCHARGE	13
ARTICLE 6 - STRIKES AND LOCKOUTS.....	17
ARTICLE 7 - SENIORITY.....	18
ARTICLE 8 - LEAVES OF ABSENCE	25
ARTICLE 9 - HOURS	30
ARTICLE 10 - WAGES AND BENEFITS.....	35
ARTICLE 11 - HOLIDAYS	43
ARTICLE 12 - VACATION.....	45
ARTICLE 13 - SICK LEAVE	49
ARTICLE 14 - LONGEVITY.....	52
ARTICLE 15 - WORK RELATED INJURY	53
ARTICLE 16 - SPECIAL CONFERENCES.....	55
ARTICLE 17 - DETECTIVE DIVISION	57
ARTICLE 18 - GENERAL	59
ARTICLE 19 - SENIOR OFFICER.....	68
ARTICLE 20 - DURATION OF AGREEMENT	70
APPENDIX A - Premium Pay Grades.....	71
APPENDIX B - Pension Changes.....	72
APPENDIX C - Health Insurance Cost Containment Waiver Program.....	75
APPENDIX D - Summary of Dental Plan Benefits.....	77
APPENDIX E - Agreement Reopener.....	78

APPENDIX F – Summary of Benefits.....	79
MEMORANDUM OF UNDERSTANDING - RE Appendix B	80
MEMORANDUM OF UNDERSTANDING – February 7, 2002	81
MEMORANDUM OF UNDERSTANDING – September 9, 2002	82
MEMORANDUM OF UNDERSTANDING – Alternative Wage	84
MEMORANDUM OF UNDERSTANDING – January 19, 2005	85
MEMORANDUM OF UNDERSTANDING – July 26, 2005	86
MEMORANDUM OF UNDERSTANDING – July 28, 2006	87
MEMORANDUM OF UNDERSTANDING – August 6, 2008	88
APPENDIX G - AAPOA WAGE SCHEDULE	89
APPENDIX H – POLICE COMMUNICATIONS UNIT WAGE SCHEDULE	99
APPENDIX I – SAFETY SERVICES DISPATCHER SALARY SCHEDULE.....	103
INDEX.....	113

AGREEMENT

THIS AGREEMENT, entered into this 24th day of February, 2009 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.

ARTICLE 1 - DEFINITIONS

1. "Association" means the Ann Arbor Police Officers Association.
2. "Department" means the Ann Arbor Police Department.
3. "Employer" and/or "City" means the City of Ann Arbor.
4. "Chief" means the Chief of the Ann Arbor Police Department.
5. "Immediate Supervisor" means the immediate supervising officer of the member.
6. "Division Commander" means officer in charge of any division.
7. "Notice to Association" means a written interoffice memorandum addressed and forwarded to the President of the Association.
8. "Employee" means any non-supervisory, sworn police officer, or any non-supervisory, non-sworn Safety Services Dispatcher of the City of Ann Arbor.
9. "Executive Board" means the eight elected stewards of the Association and the eight elected officers of the Association, as defined in the Association's By-laws.
10. "Emergency Conditions" means any unforeseen combination of circumstances or the resulting state that calls for immediate action.
11. "Police Academy" refers to basic (initial) certified police training, (both State approved and/or departmental) which is normally provided before an officer is assigned.
12. "Working Day". For purposes of the grievance procedure the discipline and discharge procedure, and the special conference procedure, the term "working day" means any Monday through Friday from 8:00 AM to 5:00 PM, except holidays.

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 officer, and non-supervisory, non-sworn Safety Services Dispatchers, excluding all other employees of the City of Ann Arbor.

Section 2: The Association recognizes that the Employer reserves and retains, solely and exclusively, all rights to manage, direct, and supervise the operations of the police department and the work force therein, except as expressly abridged by the provisions of this agreement.

Section 3: 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, nor shall the Employer or its agents nor the Association, its agents or members discriminate against any employee because of his/her membership or non-membership in the Association.

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

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

Section 5: It is understood and agreed that all present employees covered by this Agreement who are members of the Association shall, as a condition of continued employment, remain members in good standing for the duration of this Agreement or cause to be paid to the Association a representation fee equivalent to the monthly Association dues uniformly required of all Association members. All present employees covered by this Agreement who, on the effective date thereof, were not members of the Association shall, as a condition of continued employment, become and remain members in good standing of the Association within 31 days after the execution of this Agreement or upon the completion of their probationary period, whichever is later, or cause to be paid to the Association a representation fee equivalent to the monthly Association dues uniformly required of all Association members. All employees covered by this Agreement who are hired after the effective date hereof shall, as a condition of continued employment, become and remain members of the Association in good standing or pay a representation fee

equivalent to the monthly Association dues uniformly required of all Association members upon the completion of their probationary period.

- (a) It is understood and agreed between the City of Ann Arbor and the Ann Arbor Police Officers' Association that Article 2, Section 5 of the agreement shall be interpreted to require new employees to become and remain members of the Association in good standing or pay a representation fee equivalent to the monthly association dues uniformly required of all Association members upon the completion of six months of service.
- (b) The Association shall defend, indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability arising out of this section.

Section 6: 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.

- (a) The Association shall defend, indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability arising out of this section.

ARTICLE 3 - GRIEVANCE PROCEDURE

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

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

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

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

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

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

grievance is not determined to be valid by a majority vote of the Executive Board, the Association shall not proceed further on behalf of the employee. A meeting shall thereafter be held within fourteen (14) working days between the Division Commander, the Chief Steward, or his/her designee (designee must be an Executive Board member), the Steward receiving the original grievance and aggrieved member. A written answer shall be rendered by the Division Commander within fourteen (14) working days of the meeting.

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

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

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

that of the Employer or the Association where such discretion has been retained by the Employer or the Association, nor shall he/she exercise any responsibility or function of the Employer or the Association.

Section 4: If the grievance is submitted to an arbitrator by the City Administrator under Step 5, the City shall pay the arbitrator's fee. If the grievance is submitted to arbitration pursuant to Step 6, the expenses and fees of arbitration shall be shared equally by the Employer and the Association.

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

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

Section 7: The Employer shall not refuse to meet, negotiate or confer on matters with representatives of the Association as set forth in the Agreement.

Section 8: The Employer and the Association shall agree on a grievance form. Once such agreement is reached, the form shall be prepared by the Employer and provided to the Association and employees as requested. One copy of this form shall be the property of the employee filing the grievance.

ARTICLE 4 - 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 Communications Unit Steward
- 1 Civilian Steward (separate unit)
- 1 C.S.A. Steward (separate unit)
- 1 Secretary
- 1 Treasurer
- 1 Sgt at Arms
- 1 Year Trustee
- 2 Year Trustee

Section 4: The bargaining committee of the Association will include not more than six (6) 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 six (6) 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 fourteen (14) calendar days after the receipt of an allegation or complaint, a supervisor shall inform the employee of the nature of the accusation and the identity of the complainant(s). The supervisor or employee will notify the employee's steward that a complaint has been made against the employee, and the name(s) of the complainant(s). The employee shall, at the time of notification, if he/she so desires, have the right to consult privately with his/her steward and to have the steward present during any discussions occurring between the employee and his/her supervisor regarding the allegation or complaint of misconduct. The employee shall respond to the complaint or allegation verbally at the time of notification if ordered to do so by the supervisor. If the employee is unable to reply accurately, he/she will have the opportunity to review the appropriate written records before responding. Proceedings shall not be electronically recorded by either party. Responses involving possible criminal conduct may only be used to resolve internal Police Department misconduct complaints and may not be used in any criminal court proceedings against the employee.

Section 2: The supervisor, after notifying the employee of the complaint or allegation in accordance with Section 1 above, shall, as soon as possible, reduce the allegations or complaint to writing and cause it to be presented to the employee within fourteen (14) working days or if the employee was relieved of duty in accordance with Section 4 of this Article, the supervisor shall give positive notification of the allegations to the employee not later than the conclusion of the next day. The employee shall have until his/her next working day after receipt of the written allegations to reply. If the employee's reply is unclear to the supervisor, the reply shall be returned to the employee for clarification. The employee shall have until his/her next working day to submit a clarification. The investigation shall be conducted with all possible haste and, except for complicated matters, shall be concluded within fourteen (14) calendar days from the date the employee answers the allegation. If the investigation is to take longer than fourteen (14) days, the supervisor will notify the employee and tell him/her why it is being delayed.

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

Section 3: The investigating supervisor shall, upon completion of his/her investigation, make a recommendation to the employee's Division Commander as to his/her findings and suggested discipline if any. The investigating supervisor shall not base his/her recommendations upon infractions which have occurred more than twenty-four (24) months prior to the occurrence under investigation. The Division Commander will make

appropriate discipline if warranted. The decision of the Division Commander will be forwarded to the employee in writing not later than fourteen (14) working days following the day the Division Commander has received the completed investigation from the investigating supervisor.

Section 4: In severe cases where it is necessary for the Employer to relieve the employee of duty, the employee shall be informed of the reason for the relief from duty. The employee will be allowed the opportunity to discuss the relief from duty with a Steward before being required to leave the premises. In the event an employee is relieved from duty, his/her salary and other benefits shall be continued during this period.

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

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

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

Section 5: The forms of discipline shall be limited to the following:

- (a) WRITTEN WARNING: A form of progressive discipline whereby an employee is notified, in writing, that his/her conduct is unsatisfactory in that it does not measure up to the minimal acceptable work level or conduct of the department. When a written reprimand is issued to an employee, he/she shall signify his/her receipt of said reprimand by signing same and he/she shall be furnished a copy of the reprimand and the original shall be placed in the employee's personnel file. If the employee wishes to record his/her position regarding the action, he/she shall have the right to note his/her position and attach a memo to the warning, setting forth said position.
- (b) REASSIGNMENT: Reassignment is an involuntary assignment and may include changes in working hours, pay, days off, and types of work performed. However, said work reassignment shall not be of a nature not normally performed by an employee of the reassigned employee's rank. The reassignment must be within the department. If the reassignment is for a designated period, the employee will return to their original assignment at the end of that period. The employee shall receive full benefits and salary of the position to which he/she has been reassigned for an employee of his/her seniority level.

- (c) **SUSPENSION:** Suspension is a temporary separation from the department. A member who has been suspended will not be paid for the period of his/her suspension but will accrue all benefits with the exception of vacation and sick time. Suspension shall not exceed two hundred (200) working hours. Provided, however, that this maximum shall not be a limit on the power of an arbitrator to modify a disciplinary penalty.
- (d) **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 6: If the employee is not satisfied with the Division Commander's decision on discipline, he/she may appeal said decision to Chief of Police; provided a written appeal is presented to the Chief within fourteen (14) working days after the Division Commander makes his/her decision. The Chief will review the complaint or allegation, charges, investigation, disciplinary decision and written appeal submitted by the employee. He/she will affirm or modify the proposed discipline and notify the employee and Association in writing of said decision within fourteen (14) working days of receipt of the appeal.

Section 7: In the event the employee believes the discipline administered by the Chief was unjust, it shall be a proper subject for appeal to the City Administrator or his/her designated representative; provided a written appeal with respect thereto is presented to the City Administrator within fourteen (14) working days after receipt by the employee of the written decision of the Chief. The City Administrator will review the complaint or allegation, charges, investigation, disciplinary decision, written appeal submitted by the employee, and he/she will affirm or modify the proposed discipline and notify the employee and Association in writing of said decision within fourteen (14) working days of receipt of the appeal.

Section 8: If the employee and the Association are dissatisfied with the City Administrator's decision, the matter shall be referred to arbitration within fourteen (14) calendar days of receipt of the written decision by the employee and the Association. Said arbitration shall be through the American Arbitration Association in accordance with its voluntary labor arbitration rules. Failure to request arbitration within the fourteen (14) calendar days shall be deemed an acceptance of the discipline and the matter shall not be subject to further appeal. The expenses and fees of arbitration shall be shared equally by the Employer and the Association.

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

Section 10: An officer involved in a shooting or fatal incident may be asked to make a statement at the scene of an incident; but if he/she refuses, one will not be ordered. The

officer will be required, however, to provide information that is needed immediately to proceed with the investigation such as suspect description, direction of travel, etc.

Upon returning to the Police Station, 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: Where as a result of the review of a complaint or the investigation of misconduct a decision is made not to pursue disciplinary action under the terms of Section 5 of this agreement the employer may issue a verbal warning or reprimand, or make a notation on the employee's evaluation work sheet.

ARTICLE 6 - STRIKES AND LOCKOUTS

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

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

ARTICLE 7 - SENIORITY

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

- a.
 - 1) City seniority is the length of service as an employee of the City of Ann Arbor (service not interrupted for more than one (1) year by resignation from the City service).
 - 2) City seniority date is the date of original hire minus any time absent due to resignation providing the employee returns to City service within one year of resignation. For those members who are hired on the same date, their date of application will be the deciding factor of order of seniority.
- b.
 - 1) Departmental seniority is the length of service as an employee of the Ann Arbor Police Department (service not interrupted for more than one (1) year by resignation from City service).
 - 2) Departmental seniority date is the date of original hire or transfer into the Police Department minus any time absent due to resignation providing the employee returns to City service within one (1) year of resignation. For those members who are hired on the same date, their date of application will be the deciding factor of order of seniority.
 - 3) For sworn police officers hired after July 1, 1981, 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:

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

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

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

Section 3: The Employer will maintain an up-to-date seniority list. A copy of the seniority list will be provided the Association every six (6) months. The names of all employees who have completed their probationary period shall be listed on the seniority list starting with the senior employee's name at the top of the list. The seniority list on the date of this

Agreement will show the names, job titles, and will also include the dates of City seniority, Departmental seniority, and position classification seniority.

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

- a. If he/she quits or retires from City employment and is not rehired within one year; provided that a person rehired within one year will not be allowed to compete for promotion for two years subsequent to the date of rehire.
- b. If he/she is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
- c. If, following a layoff, he/she fails or refuses to notify the Employer of his/her intention to return to work within five (5) calendar days after receipt of a written notice of such recall sent by certified 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: When the Employer deems it necessary to reduce the number of employees because of a shortage of work or funds, abolition of positions, changes in departmental organization or for other related reasons, the employee with the least position seniority shall be the first to be laid off. If the number of employees in a specific technician position is reduced the employee in the specific position affected who last entered the position shall be the first to be removed from the technician position and shall return to the Patrol Bureau with full unit seniority. There shall be no bumping rights between technician positions. All positions that are open are to be posted and are biddable.

Section 6:

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

Section 7: The Employer shall have the right to temporarily transfer employees within the bargaining unit from one classification to another for a period not to exceed one hundred and twelve (112) days. Such employees will receive the rate of pay of the higher classification for all hours worked while serving in such position. Safety Service Dispatchers shall not be assigned jobs which are not customarily performed by personnel in the classifications to which the employee was transferred. During such Employer initiated transfer, the employee's position seniority in their original classification will continue uninterrupted.

- 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 8:

- a. In the event of a vacancy or newly created position within the unit, said vacancy or newly created position shall be posted in a conspicuous place within the Police Department for at least seven (7) days and a copy of said posting shall be furnished the Association. During said seven (7) day period employees interested in being considered for said vacancy or opening shall submit an approved application to the Chief expressing their desire and qualifications.
- b. The job shall be awarded to the employee with the best qualifications who possesses the ability and interest to perform the job.
- c. In case there are two or more bidding employees who possess equal qualifications, ability and interest, the most senior employee shall be awarded the job. In the event the job vacancy is filled from those employees within the unit the employee thus awarded the job shall assume the position

as soon as is practical after the award is made and shall be on job probation for a period of six (6) months commencing with his/her first actual day on the job.

- d. An employee may be removed or request to be removed, without prejudice, from the job any time during the six (6) months probationary period if he/she demonstrates that he/she does not have the ability, skills or other attributes to satisfactorily perform the requirements of the job. In the event the employee is removed from the job or requests to be removed during his/her position probationary period, the employee shall have the right to return to the position he/she immediately left if it is open.
- e. If there are other positions open at the time the employee is removed, he/she shall be eligible to apply for those positions, or thereafter, he/she shall return to any open position within the unit to which he/she has the qualifications and ability to perform. With respect to sworn police officers if there are no open positions the employee shall be returned to the Patrol Bureau.

Section 9: Employees who are promoted or transferred to a position under the Employer, not included in the bargaining unit and, who were thereafter involuntarily transferred, laid off, or demoted again to a position within the unit, or who voluntarily returned, shall have the right to bump back into the unit, with full departmental seniority. If there are no vacancies, any such employee shall be allowed to bump the unit member holding the lowest position seniority, if the employee returning to the unit has more department seniority than the low position seniority unit member. The Employer shall not transfer a sworn employee to a position outside the unit without the consent of the employee.

- a. If a Safety Services Dispatcher is temporarily transferred by the Employer to a position outside the unit and is thereafter transferred again to a position within the unit, he/she shall have accumulated seniority while working in the position to which he/she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement. The Employer shall not transfer an employee to a position outside the unit without the consent of the employee for a period which exceeds one-hundred twelve (112) days.
- b. The Association recognizes the right of Management to reorganize Departmental functions as well as functions within the classifications involving Safety Services Dispatchers covered by this Agreement. Management recognizes that such reorganization shall not be arbitrary or capricious.

Section 10: For the purpose of layoffs and recalls only, the Association's President and Vice-Presidents shall head the seniority list and shall be retained at work so long as they

are willing and have the ability to satisfactorily perform the available work. This super-seniority shall apply only to layoffs and can be exercised only after the employees holding the aforespecified Association positions have exercised their actual seniority. It is understood and agreed that the super-seniority referred to in this Section is solely for the purpose of retaining a job in the department and under no condition can it be exercised for job preference under any of the terms and provisions of this contract. The Association shall defend, indemnify, and save the Employer harmless against any and all claims, demands, suits, or other forms of liability arising out of this section.

Section 11: Both the Employer and the Association recognize the value of on-the-job training. In the event of a vacancy in a training position or a newly created training position within the unit, said vacancy or newly created position shall be posted in a conspicuous place within the Police Department, for at least seven (7) days and a copy of said posting shall be furnished the Association. During said seven (7) day period employees interested in being considered for said vacancy or opening shall submit an approved application to the Chief expressing their desire and qualifications. The job shall be awarded to the employee with the best qualifications who possesses the ability and interest to perform the job. In case there are two (2) or more bidding employees who possess equal qualifications, ability and interest, the employee with the most department seniority shall be awarded the job. An employee may be removed or request to be removed from the job any time during the training period if he/she demonstrates that he/she does not have the ability, skills or other attributes to satisfactorily perform the requirements of the job. In the event the employee is removed from the job or requests to be removed, he/she shall return to the permanent classification he/she occupied prior to his/her transfer. Notification of training vacancies shall be sent to all employees on vacation during the seven (7) day posting period.

- a. An employee assigned to a training position for more than six months shall be paid at the current rate for such position.
- b. 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.
- c. During a training assignment the employee being trained will always be supervised by a qualified employee or a qualified supervisor.

Section 12: If the Employer fails to give an employee work to which his/her seniority and qualifications entitle him/her and such work does exist and a written notice of his/her claim is filed within seven (7) days of the time the Employer first failed to give him/her such work, the employee may file a grievance under the grievance procedure and, if successful, in the grievance, the Employer will reimburse him/her for the earnings he/she lost through failure to give him/her such work.

Section 13: No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate.

ARTICLE 8 - LEAVES OF ABSENCE

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

Section 2: An employee who, because of illness, disability or accident to him/herself or his/her immediate family (to mean only the spouse and children of the employee), or accident other than illness or accident compensable under the Michigan Worker's Compensation Act, is physically unable to report for work may be given a leave of absence, upon the employee's request, of up to one (1) year, provided the employee promptly notifies the Employer of the necessity therefore and provided further, that he/she supplies the Employer with a certification from a qualified physician of the necessity for such absence. Such leave will run concurrently with Family Medical Leave. The Employer may request additional medical certification at any time during said one (1) year period to substantiate the necessity for continued leave but at no time shall said leave exceed one (1) year unless said extension is approved by the Employer.

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.

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

Section 3: A pregnant employee will be allowed to take up to the three (3) weeks immediately preceding her due date off on banked time without having to provide the Employer with certification from a qualified physician for the necessity of such absence. Usage of banked time in this manner shall be subject to the operational demands of the Department but shall in no case be denied to avoid creating overtime.

Section 4: Pregnancy Leave:

- a. Definition: A leave of absence due to pregnancy not to exceed six months.
- b. A pregnancy leave will be granted upon request. The request shall be made

by the employee completing the City of Ann Arbor request for leave of absence form. Rules of this leave shall be as described on the form at the time of the employee's signature.

- c. Disability caused by pregnancy shall be treated as any other temporary illness. Therefore, an employee, upon request, is eligible to use available sick time while on pregnancy leave. Vacation, compensatory, and personal leave time may also be used at the employee's election. Total time to be allowed including use of accrued banked time shall not exceed six (6) months.
- d. Whenever an employee becomes aware of the fact that she is pregnant, she shall furnish her supervisor a certificate from her physician indicating the approximate date of delivery and stating any restrictions on the nature of work she may be able to do as well as the length of time she may be allowed to work until the expected date of delivery. The effective date of the leave shall be the last day an employee is allowed to work based upon a statement from her doctor, or the last day an employee works before delivery.
- e. If, at the end of six (6) calendar months of pregnancy leave, the employee has not requested reinstatement, employment shall be terminated.
- f. If an employee desires to be reinstated from pregnancy leave, she shall notify her supervisor of the desire to return to work at least seven (7) days prior to the termination of such leave.
- g. While on pregnancy leave of up to six months, the employee will continue to accrue seniority.
- h. While on pregnancy leave and using banked time to be paid, an employee will accrue all normal benefits such as insurances, sick and vacation time, etc. When on pregnancy leave and not using banked time, the employee will not accrue sick or vacation time. Retention of other benefits will be as identified on the City of Ann Arbor leave of absence approval form. The affected employee will be required to acknowledge the retention of benefit requirements as part of accepting the approved pregnancy leave.
- i. Pregnancy leaves shall comply with the Family and Medical Leave Act.

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

1. External Affairs (Seminars of Association choice)
 - a. Monthly Board Meetings
 - b. Special Training Seminars
 - c. Annual conference (5 days will be allowed only one officer for the term of the contract.)
 - d. Special Officer Maintenance Assignments of Short Duration

2. Internal Affairs (AAPOA)
 - a. Monthly Membership Meetings
 - b. Special Committee Meetings
 - c. Special Training Seminars
 - d. Executive Board Meetings
 - e. One (1) hour per day for Internal Association Affairs
 - f. Administration of Equalization of Overtime System.

Section 6: 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, mother, father, step-parent, child, or step-child, brother or sister, grandchild, grandparent and the parent, sibling, grandparent, step-sibling, or step-parent of employee's spouse or other member of employee's household as approved by the Chief.

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

Section 7: A permanent employee who has completed his/her probationary period and who has been elected or appointed to a public position will be granted a leave of absence without pay for a period of two (2) years or less. An employee elected or appointed to a position shall not accrue seniority while on leave, unless the appointment is police related, and at the expiration of the leave, he/she shall be returned to the permanent job classification which he/she held prior to said leave.

Section 8: Employees may take up to four (4) personal leave days in any July 1 through June 30 period, except that only one personal leave day of the four may be taken in May or

June. Request for such personal leave days must be made at least twenty-four (24) hours before the day requested. These days will not be charged as sick leave days. Granting of this leave is subject to the operational requirements of the department but shall in no case be denied to avoid creating overtime work. Any unused personal leave days remaining upon completion of the employee's last scheduled work day in the fiscal year shall be converted to compensatory time.

In the event that new employees are added to the Bargaining Unit, they shall accrue one (1) personal leave day 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 days.

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

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

Section 10: 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 two thousand five hundred (\$2,500) per fiscal year effective July 1, 2004.
- (d) The employee must receive prior approval by the Chief to take graduate level course/s and where the approval of such job related graduate level work is granted, the employee must receive a grade of "C" if deemed a satisfactory grade or a "B" or better. Reimbursement for graduate level course/s and textbooks will be provided at 100% of the total costs up to a maximum of two thousand five hundred (\$2,500) per fiscal year effective July 1, 2004. Only one graduate degree per employee, up to a masters level, will be considered for approval by the Chief. Benefits are available for law school work. The employer will not fund two degrees at the undergraduate or two degrees at the graduate level (however, see attached Letter of Understanding).
- (e) Courses shall be taken on the employee's off-duty time. Courses may be taken during duty hours with the prior approval of the Chief or his/her designated representative. Hours lost under these circumstances shall be made up by the employee, or on the agreement of the employee and the Chief, or his/her designated representative, be deducted from the employee's accrued vacation or compensatory time.

ARTICLE 9 - HOURS

Section 1: The regular work day may consist of ten (10) hours, or eight (8) hours for employees assigned to Patrol and Communications; provided however that before changing from one to the other the Employer shall announce in writing four months in advance the change, the specific bids (tours of duty) to be changed. The regular work day shall consist of eight (8) hours per day for employees assigned to the investigation section, staff services, special services, traffic and special assignments. The regular work week shall be forty (40) hours per week. For Safety Services Dispatchers, the work week shall consist of five (5) consecutive eight (8) hour days or four (4) consecutive 10-hour days, whichever is applicable, except at leave day, or shift change days. However, this shall not preclude the Employer from reducing its work force in accordance with Section 5 of Article 7.

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.

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

- (a) Shift changes will occur on the first Sunday in January, the first Sunday in May, and the last Sunday in August. Each shift change schedule shall recite for each tour the regular days of work, the regular hours of work and the days of rest.
- (b) Three 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) days prior to the shift change.
- (c) It is understood and agreed that when a vacancy occurs on a shift due to job transfer, resignation, retirement, illness or injury of over four (4) weeks probable duration, the Employer shall have the right to fill said vacancy with an employee from another shift by posting the shift vacancy for bids for three

(3) days with the most senior employee who bids being assigned to fill the vacancy. If no bids are forthcoming, the employee with the least seniority of those employees on other shifts shall be assigned to the shift. It is understood that such change will begin on a Sunday and the Employer will give any employee being moved at least seven (7) calendar days notice prior to the move.

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

Section 4: 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 ordering 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.

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.

- (a) Overtime shall be compensated by payment at the appropriate rate.
 - (1) All overtime earned with respect to holidays shall be paid in cash, unless compensatory time is requested by the employee and approved by the Employer.
 - (2) 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.
 - (3) All other overtime earned will be paid in either cash or compensatory time as requested by the employee.
- (b) Compensatory time accumulation shall not exceed one hundred and sixty (160) hours. Upon ratification of the 2006-2009 contract, all hours greater than 160 shall be paid out. 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.

- (c) There is no cap on the usage of compensatory time.
- (d) 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.
- (e) Compensable time-off shall be considered as time worked for the purpose of computing benefits under this Agreement. For employees not on the department payroll as of January 1, 1982, compensatory payout at retirement will not be included in final average compensation.
- (f) Voluntary payouts of compensatory banks will be allowed on a quarterly basis.
- (g) 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.

For purposes of overtime scheduling of Safety Services Dispatchers, all overtime known over forty-eight (48) hours in advance will be considered non-emergency overtime.

- (a) In non-emergency situations where it is deemed necessary to schedule Safety Services Dispatchers for more than three (3) hours of overtime, it will be equalized among unit members within the same classification on the basis of seniority and non-emergency overtime hours offered to the employee in accordance with the Department's "Communications Staffing Level" Procedural Order.

- (b) If there are no volunteers available, the Department may order overtime as in emergency situations.
- (c) For the purposes of overtime equalization, any new members added to the unit or any members coming back from a leave of any type will be credited with the highest number of offered overtime hours held by any active unit members.

Section 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. Department telephones may be used.
- (c) Participation in the EOS is voluntary. Those Detectives who are not required to maintain a uniform will only be contacted for plain clothes assignments. Those Detectives required to maintain a uniform will be contacted for all assignments.
- (d) The EOS will be used to fill special detail overtime assignments only. These assignments are those that have traditionally been scheduled in the Special Services Office. Due to the large number of personnel involved, U of M football game assignments will not at this time be made under the EOS. Other large scale events, as determined by the Operations Deputy Chief, similar to the NCAA demonstrations will be scheduled without using the EOS. The Operations Deputy Chief, in 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 and will be returned by the AAPOA to Special Services at least two working 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 those officers participating in the EOS who are available to work the special detail at time and one-half. 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 fifteen (15) consecutive hours.
- (h) Double time assignments will not be made through the EOS.

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

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

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

ARTICLE 10 - WAGES AND BENEFITS

Section 1:

- (a) There shall be a 2.5% increase in wages for sworn police officers for all hours compensated retroactive to July 1, 2006; a 1.75% increase in wages retroactive to July 1, 2007 for all hours compensated; a 1.25% increase in wages retroactive to January 1, 2008 for all hours compensated; and a 3.0% increase in wages retroactive to July 1, 2008 for all hours compensated. The job classifications, rate ranges and incremental steps applicable thereto are set forth in Appendix G attached hereto and by this reference made a part hereof. 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. Where such credit is given, the newly hired officer will be eligible to start at the salary level normally applicable to an Ann Arbor Police Officer after one year with the Ann Arbor Police Department, provided the newly hired officer has two or more consecutive years of sworn police officer experience with the same agency, immediately prior to being hired by the Ann Arbor Police Department.
- (b) Employees in the classification of Senior Officer I, Senior Officer II, Detective I and Detective II, on July 1st of each contract year will receive a two hundred dollar (\$200) annual lump sum payment, payable the second paycheck in July. Additionally, employees in the classifications of LAWNET or SIS on July 1st of each contract year, who come from the classification of Senior Officer II, will receive a two hundred dollar (\$200) annual lump sum payment, payable the second paycheck in July.
- (c) For Safety Services Dispatchers, there shall be a 2.5% increase in wages retroactive to July 1, 2006 for all hours compensated, a 1.75% increase in wages retroactive to July 1, 2007 for all hours compensated, a 1.25% increase in wages retroactive to January 1, 2008 for all hours compensated, and a 3.0% increase in wages retroactive to July 1, 2008 for all hours compensated.
- (d) Employees in the classification of Communications Operator who have completed probation shall be promoted to the new classification of Telecommunicator, at a pay rate 1.5% above the rate of Communications Operator, for performing the full range of dispatch duties.
- (e) Employees who perform the duties of a Communications Training Officer

