

COLLECTIVE BARGAINING AGREEMENT

CITY OF ANN ARBOR  
AND  
ANN ARBOR POLICE OFFICERS ASSOCIATION  
FOR  
POLICE SERVICE SPECIALISTS

COMMENCING January 1, 2018  
CONCLUDING December 31, 2020



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## **AGREEMENT**

THIS AGREEMENT made and entered into this 20th Day of February, 2018 (the date approved by City Council) by and between the City of Ann Arbor, a Michigan Municipal Corporation, (“Employer”), and the Ann Arbor Police Officers Association for the Police Service Specialists bargaining unit (“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 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 and cooperative 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 the 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 employee.
6. "DIVISION COMMANDER" means the 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, non-sworn Police Service Specialist of the Ann Arbor Police Department.
9. "EXECUTIVE BOARD" means the eight (8) elected stewards of the Association and the (8) elected officers of the Association as defined in the Association's Bylaws.
10. "STEWARD" means any of the agents of the Association recognized as "Executive Board" members.
11. "EMERGENCY CONDITIONS" means an unforeseen combination of circumstances or the resulting state that calls for immediate action.
12. "HOLIDAY PAY" means compensation for holidays specified in this contract which are available to all active employees of the City.
13. "HOLIDAY PREMIUM PAY" means this compensation is a negotiated benefit for members when they work on a holiday specified in this contract.

## ARTICLE 2: RECOGNITION

**Section 1:** Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer does hereby recognize the Ann Arbor Police Officers Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the unit of Police Service Specialists.

**Section 2:** The Employer and the Association are committed to providing every employee a workplace free from unlawful discrimination and harassment under applicable federal, state, and local law (City's Non-Discrimination Ordinance, Chapter 112). The Employer nor its agents nor the Association, its agents or members, shall discriminate against any employee because of his/her membership or non-membership in 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.

**Section 4:** Consistent with the requirements of the Michigan Public Employment Relations Act, PERA, as amended, and in accordance with the terms of this article, each bargaining unit member covered by this agreement has the choice of whether or not to become a union member which includes paying dues, and participating in union activities including voting on whether to ratify this agreement. Financial support of the union is not a condition of employment. For those who are union members and wish to pay their dues via payroll deduction, the terms of this article shall apply.

**Section 5:** The Employer agrees to deduct the regular monthly dues or representation fees in amount certified to the Employer by the Association from the last paycheck of every month of each employee who has executed a currently valid payroll deduction authorization card.

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

**Section 6:** 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.

## 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, slow down, 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, slow down, strike, or any other concerted activity which interferes with the operation of the Employer may be disciplined or discharged.



### **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 its work force, except as expressly limited 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 subcontracting shall not be used for the purpose or intention of undermining the Association nor to discriminate against any of its members.

The Employer reserves the right to make changes in assigned duties and responsibilities, as it deems necessary to provide quality law enforcement service in an efficient and effective manner to the community. The Chief or designee retains the right to make determinations as to assignments of employees in bargaining unit.

The Association recognizes the right of Management to transfer employees to positions within the Department or outside the Department on a temporary or permanent basis; and the right of Management to reorganize Departmental functions as well as functions within the bargaining unit covered by this Agreement. Management recognizes that such transfer or reorganization shall not be arbitrary or capricious.

## **ARTICLE 4: POLICIES AND PROCEDURES**

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

**Section 2:** A copy of said special order, general order, rule, regulation or training bulletin shall be provided to the Association when issued.

**Section 3:** Employees who do not request a copy of each general order shall be afforded an opportunity to review all new orders, rules and regulations. It is understood and agreed between the Employer and the Association 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 in accordance with the procedure outlined in (a) above.

**Section 4:** The Association recognizes the applicability of city-wide Human Resources Policies and Procedures and Departmental Rules that do not modify or conflict with the existing Agreement.

## **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. 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. The interview of the employee will be recorded. Witness interviews may be recorded if both parties agree. Responses involving possible criminal conduct may only be used to resolve internal police department misconduct complaints and may not be used in any criminal court proceedings against the employee.

**Section 2:** The supervisor, after notifying the employee of the complaint or allegation in accordance with Section 1 above, shall, as soon as possible, reduce the allegations or complaint to writing and cause it to be presented to the employee within fourteen (14) calendar days or if the employee was relieved of duty in accordance with Section 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 allegation to reply. If the employee's reply is unclear to the supervisor, the reply shall be returned to the employee for clarification. The employee shall have until his/her next working day to submit a clarification. The investigation shall be conducted with all possible haste and, except for complicated matters, shall be concluded within fourteen (14) calendar days from the date the employee answers the allegation. If the investigation is to take longer than fourteen (14) calendar days, the supervisor will notify the employee and tell him/her why it is being delayed.

Exceptions to this notification procedure outlined in Sections 1 & 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) calendar 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 his/her 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.

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 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 warning is issued to an employee, he/she shall signify his/her receipt of said warning by signing same, and he/she shall be furnished a copy of the written warning; 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 job classification. 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 the Chief of Police; provided a written appeal is presented to the Chief within 14 calendar days after the Division Commander makes his/her decision. The Chief, or his/her designee, will review the complaint or allegation, charges, investigation, disciplinary decision and written appeal submitted by the employee. He/she will affirm or modify the proposed discipline and notify the employee and Association in writing of said decision within fourteen (14) calendar days of receipt of the appeal.

**Section 7:** In the event the employee believes the discipline administered by the Chief was unjust, it shall enter the grievance process at Step 3.

**Section 8:** Verbal reprimands shall be exempt from the provisions of this article, except as provided in Section 9 below.

**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 Section 5 of this article, the following will apply: The Employer may issue a verbal warning or reprimand to the employee.

**Section 10:** 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. In order to improve the employee's driving ability, such discipline shall normally be designed to achieve that end.

- a) Discipline for an employee involved in a motor vehicle accident shall not be mandatory but shall be at the discretion of command.
- b) Any employee involved in a motor vehicle accident in which he/she is not at fault shall not be disciplined.
- c) Any employee being disciplined for a motor vehicle accident has the full right of hearing and appeal as set forth in the discharge and discipline section of this agreement.
- d) If during the life of this Agreement the Employer develops and implements a City-wide motor vehicle accident policy, this action shall not preclude employees covered by this Agreement from becoming subject to said City-wide policy.

## 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 immediate supervisor.

**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 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 Steward, 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 Union 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. 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.
  
- 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.



## **ARTICLE 7: STEWARDS**

**Section 1:** The Employer recognizes the right of the Association to designate two Police Service Specialist Stewards from the members of this bargaining unit. Once the Stewards are selected, his/her names will be submitted to the Police Chief and to the Human Resources Department for their information.

**Section 2:** The authority of the Stewards so designated by the Association shall be limited to and shall not exceed the following duties:

- a) The investigation and presentation of grievances in accordance with the provisions of the Grievance Procedure.
- b) The transmission of such messages and information which shall originate with, and are authorized by, the Association, or its officers, provided such messages and information:
  - i. Have been reduced to writing, or
  - ii. If not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the work of the Police Department.
- c) The Steward shall be permitted reasonable time to investigate, present and process grievances on the premises of the Police Department without loss of time or pay during his/her regular working hours. Such time spent in handling a grievance during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward. It is understood that only one Steward shall be allowed to present and process a particular grievance. However, if the Steward handling a particular grievance is absent, another Association Steward can substitute for him/her. Furthermore, the Association's Chief Steward will be allowed to attend grievance hearings in accordance with the grievance procedure.
- d) Bulletin and Orders: A copy of any other, general order, rule, regulation or training bulletin shall be made available to the Steward for the Association.

### **Section 3: Bargaining Committee**

Two (2) 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 the normal regularly scheduled work day will be granted straight time compensatory time for hours spent bargaining with the City. The Bargaining Committee shall consist of a maximum of three (3) members which may consist of two members from the bargaining committee, one member from AAPOA or one union representative.

## **ARTICLE 8: SPECIAL CONFERENCES**

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

1. Such meetings shall be held only as necessary and shall not become unreasonable in number.
2. Such meetings shall be attended by a maximum of two (2) Association representatives unless additional representatives are requested by the Chief.
3. 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.
4. 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.

## **ARTICLE 9: 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. City seniority date is the date of hire. For those members who are hired on the same date, their date of application will be the deciding factor in order of seniority.
- b) Departmental seniority is the length of service as an employee of the Ann Arbor Police Department. Departmental seniority date is the date of original hire or transfer into the Police Department. For those members who are hired on the same date, their date of application will be the deciding factor in order of seniority
- c) Bargaining unit seniority is the length of service within this bargaining unit. Any time spent in another bargaining unit or in a non-union position will not be included but will apply to departmental and City seniority. Bargaining unit seniority date is the original date of hire into or transfer into the bargaining unit minus any time spent in another bargaining unit after entering this bargaining unit.

**Section 2:**

- a) New employees hired into the unit and employees who transfer to the unit shall be probationary employees for evaluation purposes for one year commencing with the original date of hire or transfer into the bargaining unit. 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 sole discretion of the Employer without regard to his/her relative length of service. Unsatisfactory employees shall be terminated. Employees who have successfully completed a probationary period, who leave the bargaining unit and subsequently return within one (1) year will not be subject to a probationary period upon return.
- b) Once the new hire employee's probationary period is completed, the employee's seniority with the Employer and the Unit will begin from his/her date of hire. Once the transferred employee's probationary period is completed, the employee's bargaining unit seniority will be the date of transfer. 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 90 days, if the probationary employee has met the qualifications for those benefits.
- c) It shall be the Department's prerogative to extend the probationary period an additional three (3) months beyond the initial one (1) year probationary period if there are extenuating circumstances. The employee shall be notified of any extended probationary period and the reason for said extension.

- d) The Association shall represent probationary employees for the purpose of collective bargaining, with respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in the Agreement. Probationary employees who are discharged or disciplined for reasons other than Association activity are not represented by the Association.

**Section 3:** The Employer will maintain an up to date seniority list. A copy of the seniority list will be provided upon request.

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

- a) When someone quits or retires.
- b) If he/she is discharged and the discharge is not reversed though 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 three (3) calendar days after receipt of a written notice sent by overnight mail of such recall is to his/her address on record with the Employer. Employer may extend the notification period due to extenuating circumstances presented by the employee. In addition, if following a recall notice, the employee fails to return on the date scheduled by the Employer his/her seniority and employment shall terminate.
- 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:** If an employee 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 twenty (120) days.

**Section 6:** 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.

## ARTICLE 10: LAYOFF/RECALL

### Section 1: Layoffs

The Employer may layoff a permanent employee when deemed necessary by reason of shortage of work or funds, abolition of the position, or material change in the departmental organization.

- a) Preliminary Step: Prior to issuing layoff notices, the entire bargaining unit will be offered a voluntary separation with no recall rights. Employees will have 48 hours to notify the Human Resources and Labor Relations Director or designee in writing of their interest. The most senior employee(s) (depending on the number of layoffs) within the service unit affected who indicated 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) Notice of Layoffs: The City will notify employees who are to be laid off at least seven calendar days before the effective date of the layoff.
- c) Order of Layoffs: The employee with the least bargaining unit seniority shall be the first to be laid off, provided the remaining employees have the ability and skills necessary to perform the work required in the classification. In the event management determines there are not senior employees who possess the ability and skills necessary in that classification, then a lesser seniority level employee who is so qualified shall be retained.
- d) Leave Banks: An employee laid off from City employment will be offered the opportunity to receive a payment for banked vacation, personal, or compensatory time. If the employee elects not to take an immediate payout, the City will retain the employee's leave banks for up to six 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 months, the payout of any accrued vacation, personal, or compensatory time will be made at the end of the six month period. The City will maintain a laid off employee's sick time bank during the entire period of the layoff. If the employee is recalled from layoff, the employee's sick leave bank will be restored.

## **Section 2: Recall**

When the work force is increased following a layoff, employees shall be recalled to work in inverse order of layoff provided the employee's ability and skills remain suitable to performance of the job to the same extent as prior to layoff. Employees who are laid off will have recall rights for a period of up to twenty four (24) months from the date of layoff.

- a) Notice of Recall: Notice of Recall shall be sent by overnight mail to the employee at the last known address.
  
- b) Intent to Return: Employee must notify the Human Resources and Labor Relations Director of his/her intent to return to work within three (3) calendar days following receipt of the notice of recall. Employer may extend the notification period due to extenuating circumstances presented by the employee. If an employee fails timely indicate his/her intent to return, the notice shall expire and the employee shall be considered to have rejected the offer to return.

If the employee indicates his or her intent to return to work, the City will notify the employee of a return start date. If the employee fails to show up on that date, the employee shall be considered to have quit.

## ARTICLE 11: HOURS

**Section 1:** It is recognized by the Union that scheduling work is a management right. The Employer shall have the right to determine reasonable schedules of working hours and days including the assignment of leave days and to establish the methods and process by which such work is performed. It is recognized by the City that such scheduling must not be arbitrary nor capricious.

The normal workweek consists of five (5) eight (8) hour days or four (4) consecutive ten (10) hour days per week. Prior to any change in the work schedule, the City will confer with the Union. Employees will be given at least 6 weeks notice prior to any changes in the normal workday length. This shall not preclude the Employer from reducing its work force in accordance with Article 10 of this Agreement.

**Section 2:** All employees shall be entitled to one 20-minute break during their work day. A lunch period shall not be considered a break. Lunch periods for unit members shall consist of forty (40) minutes. Lunch periods and rest periods are not to be saved or accumulated beyond the time period when they are assigned and are not to be taken at the end of a shift.

### **Section 3:**

- a) The overtime rate (1 ½ times regular rate) shall be paid for all hours worked in excess of eight hours in any eight hour work day, or worked in excess of 10 hours in any 10 hour work day. In addition, overtime will be paid for any hours worked over 40 in a week.
- b) All overtime earned shall be paid in cash, unless compensatory time is requested by the employee and approved by the Supervisor.
- c) 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.

Compensatory time can be used in increments of 30 minutes or more. 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.

- d) Compensable time off shall be considered as time worked for the purpose of computing benefits under this Agreement.



- e) Employees will be allowed to work for one another and trade compensatory time with the Employer's approval.

**Section 4:** The Employer has a right to schedule overtime in a manner most advantageous to the Department and consistent with the requirements of public safety.

**Section 5:** 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 6:** Employees who volunteer for special details will be paid at time and a half rate even if the assignment is within 8 hours after their normally scheduled work day or the last day off. If the special detail falls on a holiday according to their assignment, they will be paid at the double time rate.

**Section 7:** Leave days shall not be changed, switched or rescheduled to avoid paying time and one-half.

**Section 8: Call Back**

If an employee is called back to work on any other shift, he/she shall be compensated for a minimum of three (3) hours overtime unless such callback shall extend past three (3) hours. In those cases 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 and EOS assignments. Provided, however, this provision shall not apply in situations where the time worked attaches to the employee's normal work period. In those circumstances the employee will be compensated at the overtime rate, and will not receive call back. If an employee is called back by the employer within eight hours of the end of his/her regular shift, he/she will be compensated at the rate of double time.

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

**Section 9: Equalized Overtime**

An Equalized Overtime System (EOS) is implemented for this bargaining group. The purpose of the EOS is to afford bargaining unit members an equal opportunity to work special detail overtime assignments.

- a) The AAPOA will administer the EOS. Disputes about overtime assignments made under the EOS will be resolved within the bargaining unit and will not be subject to the grievance procedure. Management's decision as to the use or non-use of the EOS will also not be subject to the grievance procedure.

- b) The AAPOA employees who administer the EOS may do so during regular work hours.
- c) Participation in the EOS is voluntary.
- d) The EOS will be used to fill special detail overtime assignments only. 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, management will prepare a roster that will be completed by the bargaining unit at least 2 calendar days prior to the detail with the names of the members to work under the EOS filled in.
- f) The AAPOA will contact all members participating in the EOS for special details.
- g) For the purposes of EOS, 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.

## ARTICLE 12: WAGES AND BENEFITS

**Section 1:** The City and the Union agree to a revised wage table (Appendix A), effective January 1, 2018. Susan Casey and Chris Briney will maintain their current pay rate (\$28.26 per hour) at Step 6, until such time that the salary range for Step 6 exceeds that rate. For the term of this contract, these employees will receive the base rate increases negotiated for the bargaining unit.

Employee Name	Step Number as of December 31, 2017	Step Number as of January 1, 2018
Hammond, Jennifer P.	2	1
Switney, Brooke S.	3	2
Giordano, Jamie D.	5	4

**Section 2:** Employees of the bargaining unit will also receive a 2.25% base wage increase in each year of the contract. The increase for 2018 will be retroactive to January 1, 2018. The increases for 2019 and 2020 will be effective on January 1 of each year.

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

- a) All Employees are required to participate in payroll direct deposit. 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.
- b) Not more than seven (7) days shall be held from a regular employee, (initial holdback) excluding holidays and overtime which can be held back a maximum of ten (10) days. Each employee shall be provided with access to an itemized statement of his/her earnings and of all deductions.

**Section 4:** It is understood and agreed that in return for the wages, fringe benefits and working conditions specified in this Agreement, employees shall be required as a condition of continued employment, to render a fair day's work for the Employer.

**Section 5:** No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate.

**Section 6:** Computation of Benefits: Any compensable day shall be considered a day worked for the purposes of computing benefits under this Agreement.

## ARTICLE 13: ALLOWANCES

### Section 1: Uniforms

Employees of the bargaining unit shall receive uniform clothing allowance of one thousand dollars annually (\$1,000) dollars 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 uniform clothing allowance will be treated as taxable wages per IRS guidelines. This allowance shall be pro-rated for new hires. If an employee leaves employment prior to receiving his/her clothing allowance he/she shall not be entitled to payment for any portion of the allowance.

### Section 2: Parking

The Employer shall provide parking spaces within a reasonable distance from the police station for the use of employees who elect this benefit. The parking structure at Ann and Ashley Street for members who wish to park there shall be considered falling within the term “reasonable distance.”

Employees electing this benefit shall pay the amounts listed in the table below on a monthly basis:

Year 1: First of the month after the effective date of the contract – December 31, 2018	\$25
Year 2: January 1, 2019 – December 31, 2019	\$50
Year 3: January 1, 2020 – December 31, 2020	Same rate at which non-union employees pay, not to exceed \$75

If an employee chooses to elect parking, the fee is deducted from the first payroll of every month. Employees are able to opt-out by contacting payroll. Employees are aware that if they choose to opt-out, they may be placed on a waiting list should they elect the parking benefit again in the future.

### Section 3: Reimbursements

The Employer agrees to reimburse employees on a pro-rated basis according to condition and age, for the reasonable value of necessary personal articles such as eye glasses, wrist watches, etc. which are damaged while on 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 and Union that the maximum amount that the City will pay an employee for a lost or damaged watch 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 while on duty.

The Employer shall reimburse employees who are required to use their personal vehicles for City business at the current City rate.

**Section 4: Cell Phone Stipend**

All members will receive a cell phone stipend, as outlined in in the most current City policy.

## **ARTICLE 14: TUITION REIMBURSEMENT**

In keeping with the Employer's policy of encouraging the improvement and professionalism of its personnel through education, the Employer shall provide to employees the opportunity to take courses at an accredited college, university or community college. Tuition reimbursement benefits are governed by current City Human Resources Policy 4.12. Amount of reimbursement will be the same as salaried/nonunion employees, which is \$5,000.

### ARTICLE 15: LONGEVITY

Employees who, during a given calendar year, complete five (5) or more years of continuous service for the Employer shall receive a longevity allowance in accordance with the following schedule:

Five (5) but less than ten (10) years of continuous service	\$600
Ten (10) but less than fifteen (15) years of continuous service	\$900
Fifteen (15) but less than twenty (20) years of continuous service	\$1,200
Twenty (20) or more years of continuous service	\$1,500

The above longevity amounts will be paid upon completion of a full year's employment in the month following the employee's anniversary date.

Employees who retire or resign 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. Employees who are terminated will not be paid.

## ARTICLE 16: HOLIDAYS

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

New Year's Eve (½)  
New Year's Day  
Martin Luther King's Birthday  
President's Day  
Good Friday (½)  
Memorial Day  
July Fourth  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve (½)  
Christmas Day  
Floating Holiday

**Section 2:** Employees will take the holiday off and will receive forty (40) hours of pay for that week. This section does not prevent the Employer from scheduling work on a holiday if it is advantageous to the department.

- a) Holiday Pay: In cases where an employee's assigned leave day falls on a holiday, employee shall receive eight (8) hours of straight time compensation if working eight (8) hour shifts, ten (10) hours of straight time compensation if working ten (10) hour shifts.
- b) Holiday Premium Pay: 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 (8) hour days and working a holiday shall receive compensation for fifty-six (56) hours for that week.

**Section 3:** If a holiday falls on a Saturday, the Friday preceding shall be designated as the holiday. If the holiday falls on a Sunday, the Monday following shall be designated as the holiday. City policy shall be determinative in the case of two consecutive days being holidays.

**Section 4:** 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/she was scheduled to work the last day he/she was scheduled to work before the holiday and the next day following such holiday except in cases where



the employee's absence on such days or days is due to the fact that such day or days occur during his/her regularly scheduled vacation, employee is on a compensatory leave day, or unless he/she presents a reasonable excuse acceptable to management.

**Section 5:** If an employee is scheduled to work on Easter, for such employee only, the day will be designated a holiday and he/she shall be paid in accordance of Section 2 of this article.

**Section 6:** Floating holiday may be taken in four (4) hours increments.

## ARTICLE 17: VACATION LEAVE

**Section 1:** As of the anniversary date of their employment with the City of Ann Arbor, employees 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 this section and procedural orders, employees may use their vacation leave as follows:

- a) Employees may sign up for a scheduled vacation at the beginning of a shift change period. Shift periods will correspond to those designated for patrol.
- b) Vacations may be signed up for in whole week periods which start on a Sunday and run through a Saturday of the same week. 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) Vacation leave may be requested in half (1/2) hour increments. Approval will be made at management's discretion.
- e) During a new employee's probationary period, vacation time may not be used except with the express permission of the Chief.
- f) Vacation time may be used in conjunction with a half day of holiday.

**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 final vacation list shall be prepared by the Chief and posted no later than the beginning of each designated shift period.

- a) Employees may request vacation leave outside of the bidding period that precedes each shift change period. In these instances, vacation leave may be granted at management's discretion.
- b) If an employee requests more than one scheduled vacation during a designated shift period, the first vacation shall be granted based upon seniority. The same employee's additional vacation leave request(s) may be granted after less senior

employee's first vacation requests are approved.

- c) 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 1500 hours, with all compensatory time being included in the 1500 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 he/she will not be paid for unused vacation.

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

- a) Time and a half for all hours worked when called back from a scheduled vacation.
- b) Vacation will be compensated on a one (1) day for one (1) day ratio of those days lost due to the call back.

**Section 7:** For the period of this contract, employees may elect to receive payment in cash each calendar year for up to forty (40) hours of unused vacation time that was earned in that calendar year. Requests must be made between December 1st and December 15th to payroll. Previously banked time cannot be used for the payout. Requested lump sum payments will be made in the second pay of January.

## ARTICLE 18: SICK LEAVE

**Section 1:** Sick leave for all employees covered by this Agreement shall be accrued and granted in accordance with the provision of this section, the Family Medical Leave Act (FMLA) and City policies.

**Section 2:** Employees covered by this Agreement shall accrue 3.7 sick leave hours per 80-hour pay period, with a maximum accumulation of nine hundred and sixty (960) hours. At the time of hire, new employees will be advanced their first year's accrual of sick time (96 hours). They shall not accrue additional sick time in accordance with this paragraph until after their first anniversary. If a new employee leaves employment during the first year, and has used more of their advanced sick accrual than they would have normally accrued, the cash value of such excess usage will be deducted from their final payout.

**Section 3:** Employees subject to the provisions set forth in this Article, shall be eligible for paid sick leave:

- a) When the employee's absence from work is due to an illness, pregnancy, or injury that is not related to work.
- b) An employee eligible for sick leave with pay may also use sick leave, with the approval of the division or unit commander, for absences due to exposure to contagious diseases that could be communicated to other employees.
- c) An employee may be eligible for sick leave with pay due to an illness or injury creating emergency conditions involving members of the family who reside within the home of the employee. The City reserves the right to require an employee to bring in medical verification at the employee's expense, of such illness or injury.
- d) An employee eligible for sick leave with pay may use such sick leave, upon approval of the division or unit commander, for absence caused by illness or injury creating emergency conditions which involve the employee's children or parents living outside the employee's household. Once the emergency condition stabilizes, the employee is expected to return to work. The City reserves the right to require the employee to bring medical verification at the employee's expense, of such illness or injury.

**Section 4:** 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 those circumstances, such report must be made as soon as possible.

**Section 5:** Employees who are on sick leave must notify the Employer of their whereabouts. An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or dismissal, depending upon the circumstances involved.

**Section 6:** An employee who calls in sick and does not have adequate accrued sick time is subject to disciplinary action or dismissal depending on the circumstances.

**Section 7:** Sick leave absences shall be charged for all time taken off work to the level of one quarter hours.

**Section 8:** An employee who has accumulated the maximum of 960 hours of sick leave credit shall, if he/she notifies the Finance Department between December 1 and December 15 on the form provided, be paid on or before January 20 of the following calendar year for one half of the unused sick leave hours earned in the preceding calendar year of employment with the City above the nine hundred and sixty (960) hours accumulation authorized above. The remaining one half shall accumulate and may be used for sickness only, and will not be compensated for in any way upon death or retirement

Example: Employee earns 96 hours of sick leave in a calendar year. He/she uses 56 hours of sick time in that calendar year. The maximum sick leave payout is 20 hours.  $96-56=40/2=20$ .

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 does not request the payout above, all of the sick leave hours accrued in that year, may only be used for sickness and will not be compensated for in any way upon death or retirement.

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

## ARTICLE 19: 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, an employee must utilize sick leave banks, but can retain up to 40 hours. Once sick leave is exhausted (down to 40 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 (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. Disability caused by pregnancy shall be treated as any other temporary illness. Therefore, an employee must use available sick time while on pregnancy leave, while she is considered medically disabled (generally 6-8 weeks). Vacation, compensatory, and personal leave time must also be used at the employee's election, if sick time is not appropriate or available. 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 team (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 team 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.
- b) Union Leave: The City will allow members who are elected officials of the AAPOA reasonable time off the job with pay to attend to business relating to their official functions, as outlined below. Such time off will be granted at the discretion of the Chief of Police upon reasonable notice by written request to permit proper evaluation and staffing consideration.
  - i. External Affairs (Seminars of Association choice)
    - 1. Monthly Board Meetings
    - 2. Special Training Seminars
    - 3. Annual conference (5 days per year will be allowed for one member for the term of the contract.)
    - 4. Special Officer Maintenance Assignments of Short Duration
  - ii. Internal Affairs (AAPOA)
    - 1. Monthly Membership Meetings
    - 2. Special Committee Meetings
    - 3. Special Training Seminars
    - 4. Executive Board Meetings
    - 5. One (1) hour per day for Internal Association Affairs

c) Funeral Leave:

Employees shall be allowed paid time off as specified below for funerals:

<ul style="list-style-type: none"> <li>• Parent</li> <li>• Sibling</li> <li>• Spouse</li> <li>• Child</li> <li>• Step-Child</li> <li>• Member of Employee’s Immediate Household</li> </ul>	40 Hours
<ul style="list-style-type: none"> <li>• Mother-in-Law or Father-in-Law</li> <li>• Sister-in-Law or Brother-in-Law</li> <li>• Step-Parent</li> <li>• Grandparent</li> <li>• Grandchild</li> </ul>	24 Hours
<ul style="list-style-type: none"> <li>• Aunt or Uncle</li> <li>• Cousin</li> </ul>	8 Hours

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 regular 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 if a position within the bargaining unit is available.

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. 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 workday in the fiscal year shall be paid to the employee. Personal leave pay be taken in hourly increments.

In the event that new employees are added to the Bargaining Unit, they shall accrue eight (8) hours personal leave in each quarter 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 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.

In order to receive the payment referred to above, 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.

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 20: HEALTH AND SAFETY**

### **Section 1: Employer Responsibilities**

The Employer shall make reasonable provisions for the safety and health of the employees during the hours of their employment. When the Employer is notified of a serious health or safety hazard in the work place, necessary steps to correct the hazard will begin immediately. The Employer 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.

The Employer shall provide and maintain working conditions and equipment free of hazards as defined by MIOSHA, that are causing or are likely to cause death or serious physical injury and in a condition that would be acceptable under Act No. 154, Public Acts of 1974, "Michigan Occupational Safety and Health Act." The type of safety equipment to be provided may include, but not be limited to, gloves, goggles, face shields, respirators, safety shoes, safety glasses and hearing protection.

### **Section 2: Employee Responsibilities**

- 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.
- b) Employees shall comply with all occupational safety and health rules established for their job.
- c) Employees shall properly use and maintain all personal protective equipment issued and shall not remove, displace, damage, destroy or carry off a safeguard furnished or provided for use by the employer, or interfere in any way with the use thereof by any other person.
- d) All employees are responsible for the safety training they received and working within those boundaries.
- e) All employees are required to stop work and report as soon as possible unsafe conditions that could lead to injury, illness or loss.
- f) Employees injured on the job during regular hours of employment shall report the injury as soon as possible to the supervisor and follow all instructions provided by the Benefits team or the City's Third Party Administrator. If the injury requires medical attention, arrangements shall be made to transport the employee to the nearest medical facility as identified by the City.

- g) Failure to comply with this provision shall subject such employee to disciplinary action.

### **Section 3: Vehicle Related Safety**

- a) In the event an employee believes that his/her assigned City vehicle is unsafe for use during his/her tour of duty, he/she shall return it to the station. If his/her immediate supervisor agrees with the employee, the vehicle shall be tagged and parked. Except for the emergency situations, such vehicle shall remain parked until either cleared by the Employer's mechanics as being safe for road service or released by the Chief or his/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 deadlined and not be used until repairs are completed.
- b) Any employee involved in any accident shall immediately report the accident and any physical or personal injury sustained to his/her supervisor. The employee shall forward all available names and phone numbers of any witness to the accident. Employees shall immediately, or at the end of their work day, report all defects of equipment to their immediate supervisor.

### **Section 4: Safety Committees**

- a) A Citywide Safety Committee of employees and employer representatives has been established. The Association shall have a representative of its own choosing on the City Safety Committee.
- b) The Chief Steward will appoint the (2) members to an Association Safety Committee. This Committee will be responsible for reviewing all equipment, departmental procedures and policy that are related to the safety of the employee. This committee may make recommendations to the Chief at programmed committee meetings or at other times as they deem necessary.

## ARTICLE 21: WORKER'S DISABILITY COMPENSATION

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 their 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**

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 22: INSURANCE BENEFITS

### Section 1: Health Insurance

The City will provide health, dental and optical insurance coverage described below beginning on the 90th day after entry into a position in this unit. Employees who transfer into this bargaining unit who have passed the 90 day period and are receiving insurance benefits through the City will continue with uninterrupted coverage. 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 team 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 B, C, and D 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 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 B, at the costs specified in Appendix B. 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 B, 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 four 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 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 B.
- ii. “High Plan”: 10% monthly premium with costs specified in Appendix B.

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 contract year, 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 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.

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 on or after July 1, 2012. Employees who retired before July 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 D, 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 C.

d) Waiver

Under specified conditions set forth in Appendix E, 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 90th day after entry date into a position in this unit. Employees promoted or transferred into this bargaining unit who have passed the 90 day period and are receiving life insurance through the City will receive a \$40,000 basic life insurance amount with uninterrupted coverage.

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 after 90 days in the position:

Spouse	\$10,000
Children	
▪ Birth to age 6 months	\$1,000
▪ Age 6 months to 19 years	\$7,000
▪ Students 19 to 25 years (coverage ends on 25 <sup>th</sup> birthday)	\$7,000

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 23: RETIREMENT

### Section 1: Pension

The pension ordinance, as adopted by City Council, with amendments through the execution date of this agreement, is incorporated and made a part of this contract. The following limited summary of pension benefits is applicable to bargaining unit members (members should consult the Pension Office or the Pension Ordinance for more specific details).

#### a) Employees Hired Prior to January 1, 2018

- i. **Contribution:** Employees contribute six percent of their total compensation on a pre-tax basis to the defined benefit pension plan.
- ii. **Pension calculation:** 2.50% of final average compensation, multiplied by the number of years credited service.
- iii. **Final Average Compensation:** For employees hired before July 1, 2013, final average compensation is calculated on the highest consecutive 36 months of credited service within the ten years prior to retirement. For employees hired on or after July 1, 2013, final average compensation is calculated on the highest consecutive 60 months of credited service within the ten years prior to retirement.
- iv. **Normal Retirement:** For employees hired before July 1, 2013: Age 60 years with at least 5 years of service, or, age 50 with at least 25 years of service. For employees hired on or after July 1, 2013: Age 60 with at least 10 years of service or age 50 with at least 25 years of service.
- v. **Early Retirement:** Age 50 years, 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.

#### b) Employees Hired On or After January 1, 2018

- i. **Contribution:** Employees contribute six percent of their total compensation on a pre-tax basis, with 3% to the defined benefit portion of the dual plan and 3% to the defined contribution portion of the dual plan. The City contributes an actuarially determined amount to the defined benefit portion and 5.2% to the defined contribution portion.
- ii. **Pension calculation:** For the defined benefit portion of the dual plan: 1.25% of final average compensation, multiplied by the number of years credited service. No calculation for the defined contribution portion.
- iii. **Final Average Compensation:** For the defined benefit portion of the dual plan: final average compensation is calculated on the highest consecutive 60 months of credited service within the ten years prior to retirement.
- iv. **Normal Retirement:** For the defined benefit portion of the dual plan: Age 60 with at least 10 years of service or age 50 with at least 25 years of service. For the defined contribution portion of the dual plan, vesting is at 5 years of service.
- v. **Early Retirement:** For the defined benefit portion of the dual plan: Age 50

years, 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.

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

All payouts for unused sick leave, compensatory time or vacation pay shall be made in one final payment after retirement. Such payments are not included in the final average compensation.

- a) Compensatory Time: Employees who retire from City service shall be paid for all accumulated compensatory time at the rate in effect upon the date of their retirement.
- b) Sick Time: Employees who retire from City service shall be paid for accrued, unused sick time, not to exceed nine hundred and sixty (960) hours of paid sick leave, or 1500 hours of combined compensatory time, sick time and vacation time, at the rate of pay applicable to the employee at the time of retirement
- c) Vacation Time: Employees who retire from City service shall be paid for accrued, unused accumulation of vacation time, not to exceed two (2) times the annual vacation he/she may earn pursuant to Article 17, or 1500 hours of combined compensatory time, sick time and vacation time, at the rate of pay applicable to the employee at the time of retirement.
- d) Combined Payout: The combined payout at retirement of compensatory time, sick time and vacation time cannot exceed 1500 hours.
- e) Final Average Compensation: Vacation payout, sick time payout and compensatory time payout at retirement will not be included in final average compensation. However, Up to 32 hours of unused personal leave shall be included in the final average compensation.

## **Section 3: Retiree Insurance**

- a) General Health Coverage  
Where two retirees/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.

Retirees and/or surviving spouses or dependents must report major life event changes to the Benefits team 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 even within 30 days results in additional benefit costs to the City, the retiree, surviving spouse or dependent may be held responsible for such costs. Surviving spouses who remarry after the death of the retiree may not add a new spouse or dependent child to City benefit plans.

b) Dental and Vision

Dental and vision insurance are not provided by the City to retirees. Dental and vision insurance will end as of the date of retirement, unless continued through COBRA at the retiree's full cost.

c) Retiree Health Coverage

**Hire date before July 1, 2013:** The City of Ann Arbor shall provide to all bargaining unit members hired before July 1, 2013, who retire, (including their spouse and dependents as long as the retiree remains the subscriber), the retiree health care insurance benefits and coverage level under the health insurance plan as received by the bargaining unit member as of the date of retirement, unless otherwise provided herein. This benefit provision may also apply to surviving spouses and eligible dependent children (as defined in the health care plan) of deceased retirees, and dependent on the pension option chosen by the employee 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).

**Other coverage:** If an employee who is hired before July 1, 2013, retires and is able to obtain health care coverage from another source (e.g., other employment), the retiree may choose to drop the City's health care coverage. However, should the retiree lose his/her alternate coverage for any reason, including voluntary or involuntary separation of employment, upon production of proof-of-loss to the City, such retiree may elect to reenroll under the City's health coverage. Such coverage shall be restored and recommence immediately following the production of such proof-of-loss. The City shall not prohibit a retiree or surviving spouse or eligible dependent from re-entering the City's PPO Plan for any reason upon loss of coverage from another program, and the health coverage benefits provided upon return to City coverage will be the same as those the employee was entitled to upon retirement.

**Hire date of July 1, 2013 or later:** Employees who are hired on or after July 1, 2013 (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 insurance coverage at the time of retirement. For the term of this agreement, the City will annually contribute the actuarial equivalent of the collectively bargained amount (\$3,500) into a Retirement Health Reimbursement Account for each bargaining unit member hired on or after July 1, 2013. The account will

become available to employees upon their retirement, for reimbursement of eligible medical expenses, or to purchase, at the retiree's full cost, access to the City health care plan that may be offered at that time. Employees will receive an annual statement documenting their credit in the account or it will be available on line.

**Deferred Vested:** Employees who do not retire, but take a deferred vested retirement allowance are not eligible to receive health care coverage.

**Medicare:** Retirees are required to have both Medicare Part A and Part B at the time they reach Medicare eligibility. Failure to elect such coverage will result in no coverage by the City plan. 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.

d) Retiree Life Insurance

**Basic:** The Employer will pay the entire cost of \$10,000 of life insurance for retiring employees (regular or early) on a City pension. Employees taking a deferred vested retirement allowance do not receive this benefit.

**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 directly to the life insurance provider.

**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 life insurance provider.

## **ARTICLE 24: GENERAL**

### **Section 1: Bulletin Boards**

The City will provide bulletin boards in the Justice Center which the Association may use for posting items, including, but not limited to:

- a) Any notices pertaining to or affecting the Association membership which have been approved by the Chief Steward or his/her designee.
- b) Miscellaneous items placed on the board by the Employees, such as "for sale" notices.

### **Section 2: Contracting**

The Association recognizes the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting shall not be used for the purpose or with the intention of undermining the Association or to discriminate against any of its members.

### **Section 3: Fitness for Duty**

Given reasonable justification, the City has the right, at its own expense, to order an employee to report to a City-selected doctor at any time. The employee shall not receive additional compensation for the time that the employee is examined if the examination occurs during the employee's regularly scheduled work period. If the employee is ordered to be when the employee is not scheduled to work, the employee will be compensated at the appropriate overtime rate.

The City reserves the right to suspend or discharge employees who are not physically, psychologically, and/or psychiatrically fit to perform their duties in a satisfactory manner. Such action shall only be taken if a physical, psychological, and/or psychiatric examination performed by a licensed medical professional of the City's choice at the City's expense reveals such unfitness. If the employee disagrees with the medical professional's findings, then the employee at his/her own expense may obtain an examination from a licensed medical professional of his/her choice. Should there be a conflict in the findings of the two (2) medical professionals, then a third medical professional mutually agreed upon by the City and the Association shall administer an additional physical, psychological, and/or psychiatric examination. The fee charged by the third medical professional shall be paid by the City, and his/her findings shall be binding on the employee, City and the Association.

In the event an employee is found unfit to perform his or her current duties, the employee shall be afforded the opportunity to apply for, and the City will attempt to place the employee in a position with another City department. If the employee is employed by another department, he/she shall retain all accrued benefits.

#### **Section 4: Employee Personnel Files**

Official employee personnel files will be maintained by the Human Resources Department in a confidential manner in accordance with H.R. Policy 3.7. All requests to access a personnel file shall be submitted in writing using the Request to Access Employee Files form located on the employee self-service site. Nothing in this section shall be construed to diminish the provisions of the Bullard-Plawecki Employee Right to Know Act.

The Employer shall not allow anyone, with the exception of Chief, Deputy Chiefs, the Police Chief's Management Assistant, Professional Standards Lt. and Sgt., City Administrator, City Human Resources Director, 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 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 by making an appointment with the Human Resources Department.

#### **Section 5: Medical Records**

To ensure confidentiality, medical records and reports regarding an employee are not part of the employee's personnel file and shall be handled in accordance with HIPAA and all other applicable laws. This does not include information regarding an employee's pre-employment physical or routine statements regarding an employee's fitness for work.

#### **Section 6: Indemnification**

Except as provided in this section, the City will indemnify and defend employees in connection with liability claims arising out of the performance of the employee's 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.

#### **Section 7: Emergency Financial Manager**

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 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 8: PERA Requests**

PERA requests must be submitted in writing to the Director of Human Resources and Labor Relations. The requesting 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	<ul style="list-style-type: none"><li>• 1 Hour or Less: No charge</li><li>• More than 1 Hour: The hourly wage of the lowest-paid employee capable of performing the work.</li></ul>



Exemptions to these charges may be made by the Director of Human Resources and Labor Relations.

**Section 9: Copies of Contracts**

The City will provide, at its own expense, 3 printed copies of the collective bargaining agreement. In addition, the City will, at its own expense, provide a flash drive to each member of the bargaining unit containing a copy of the collective bargaining agreement and City Human Resources Policies and Procedures. Each member is responsible for the cost of replacing a lost or damaged flash drive.

## **ARTICLE 25: SUMMARY OF PROVISIONS**

### **Section 1: Provisions Contrary to Law**

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

### **Section 2: Waiver Clause**

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.

### **Section 3: Prior Agreements and Understandings**

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 arrangement, understanding, alteration, variation, waiver or modification is executed in writing between the two parties. It is further understood and agreed that this contract constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreements, understandings, practices and arrangements heretofore existing.

## **DURATION OF AGREEMENT**

This agreement shall become effective January 1, 2018 and shall remain in full force and effect through December 31, 2020, and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration date of any subsequent renewal period of its intention to amend, modify, or terminate this agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals for the day and year first above written.

EMPLOYER

UNION

CITY OF ANN ARBOR

By:



Christopher Taylor  
Mayor

By:



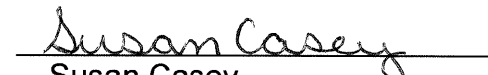
Eric Ronewicz  
AAPOA President

By:



Jacqueline Beaudry  
City Clerk

By:

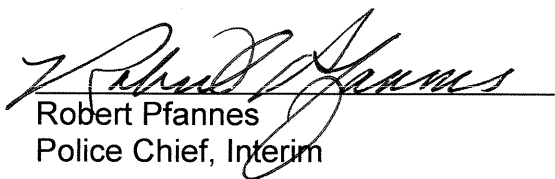


Susan Casey  
AAPOA - PSS Steward

Approved as to Substance:

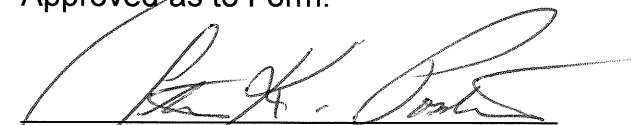


Howard S. Lazarus  
City Administrator



Robert Pfannes  
Police Chief, Interim

Approved as to Form:



Stephen K. Postema  
City Attorney

**APPENDIX A –  
 PAY SCALE**

**Effective January 1, 2018**

Job Code #128560	Pay Scale	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	PSSN18	\$47,340.80	\$49,712.00	\$50,960.00	\$52,228.80	\$53,539.20	\$54,870.40	\$56,243.20
		\$1,820.80	\$1,912.00	\$1,960.00	\$2,008.80	\$2,059.20	\$2,110.40	\$2,163.20
		\$22.76	\$23.90	\$24.50	\$25.11	\$25.74	\$26.38	\$27.04

**Effective January 1, 2019**

Job Code #128560	Pay Scale	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	PSSN18	\$48,401.60	\$50,814.40	\$52,083.20	\$53,393.60	\$54,724.80	\$56,097.60	\$57,491.20
		\$1,861.60	\$1,954.40	\$2,003.20	\$2,053.60	\$2,104.80	\$2,157.60	\$2,211.20
		\$23.27	\$24.43	\$25.04	\$25.67	\$26.31	\$26.97	\$27.64

**Effective January 1, 2020**

Job Code #128560	Pay Scale	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	PSSN18	\$49,483.20	\$51,958.40	\$53,248.00	\$54,579.20	\$55,952.00	\$57,345.60	\$58,780.80
		\$1,903.20	\$1,998.40	\$2,048.00	\$2,099.20	\$2,152.00	\$2,205.60	\$2,260.80
		\$23.79	\$24.98	\$25.60	\$26.24	\$26.90	\$27.57	\$28.26

**APPENDIX B –  
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 (ESI)</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 C -  
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**

<u>Vision Care Services</u>	<u>Member Cost</u>	<u>Out-of-Network Reimbursement</u>
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 D –  
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 E – 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 amend or terminate this program at any time. In the event of a termination, the program will officially expire at the end of the current plan year. Amendments will be effective for the upcoming plan year and will be announced during Open Enrollment.

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

This chart summarizes the amount credited to each PSS employee hired after July 1, 2013, (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>
2013	End of calendar year <sup>3</sup>	\$2500	July 1, 2013 – December 31, 2017 Article 11, Section G (d)
2014	End of calendar year	\$2500	July 1, 2013 – December 31, 2017 Article 11, Section G (d)
2015	End of calendar year	\$2500	July 1, 2013 – December 31, 2017 Article 11, Section G (d)
2016	End of calendar year	\$2500	July 1, 2013 – December 31, 2017 Article 11, Section G (d)
2017	End of calendar year	\$2500	July 1, 2013 – December 31, 2017 Article 11, Section G (d)
2018	End of calendar year	\$3500	January 1, 2018 – December 31, 2020 Article 23, Section 3 (c)
2019	End of calendar year	\$3500	January 1, 2018 – December 31, 2020 Article 23, Section 3 (c)
2020	End of calendar year	\$3500	January 1, 2018 – December 31, 2020 Article 23, Section 3 (c)

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

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