

Sub. 9/11/96

192

STATE OF MICHIGAN
MICHIGAN EMPLOYMENT RELATIONS COMMISSION
ACT 312 ARBITRATION

In the Matter between:

POLICE OFFICERS LABOR COUNCIL,
TAYLOR POLICE OFFICERS ASSOCIATION

Case No. No. D94 A-0101

-and-

Chair: Elaine Frost
Issued: September 11, 1996

CITY OF TAYLOR

//

Panel: Elaine Frost, Impartial Chair
Allen J. Kovinsky, Employer Designee
Michael Somero, Union Designee

Appearances:

For the Employer: John E. Delo, Personnel Director
Dean Philo, Director of Budget & Finance

For the Union: Barton Vincent, Attorney
Ken Zatkoff, Attorney
Cpl Ernie Gayer, President
Cpl Anthony Perry, Advisor
Cpl Keith Blanchard, Grievance Committee

Called by the Union:

Nancy Ciccone, Labor Research Analyst
Cpl/Det David Boardman, Vice President

Called by the Employer:

Nancy Ciccone, Labor Research Analyst
Susan Faulkner, CPA, Plante & Moran
Gordon Krater, CPA, Plante & Moran
Stanley Cybert, T.P.D. Commander
John E. Delo, Personnel Director

INTRODUCTION

Hearings were conducted before the Arbitration Panel in the City of Taylor on January 12, 1996 and February 19, 1996 at the Taylor City Hall, 23555 Goddard Road, Taylor, Michigan, pursuant to Act 312, Public Acts of 1969, as amended by Act 127, Public Acts of 1972 (MCLA 423.231 et seq.) ("the Act").¹ An executive session was held on July 8, 1995. A verbatim transcription was taken. The parties currently are operating

¹ A pre-hearing conference was held on September 27, 1995.

Taylor, City of

under their 1991-94 Agreement, as extended, and seek settlement of outstanding issues to complete their 1994-97 contract.

Preceding and during the hearings several issues scheduled for 312 arbitration were successfully resolved by the parties.² The seven remaining issues are:

1. First Year Wages (7/1/94 to 6/30/95)
(Corporals, Detectives, officers, Cadets). E
2. Second Year Wages (7/1/95 to 6/30/96)
(Corporals, Detectives, officers, Cadets). E
3. Third Year Wages (7/1/96 to 6/30/97)
(Corporals, Detectives, officers, Cadets). E
4. Compensation During Discipline (Article XXXVI Section 2(L)(7)). E
5. Civilian Dispatchers. NE
6. Residency (Article XXXVII, Section A & B). NE
7. Assignment of Eighth Special Off Days (Article XIII Section 2 (A)(1)). NE

As to each economic issue, Section 8 of the Act (MCLA 423.238) directs the 312 Panel to "adopt the last offer of settlement" ("Last Best Offer" or "LBO") which, in the opinion of the Act 312 Panel, more nearly complies with the applicable factors prescribed in Section 9."³ Among

² The parties entered into stipulations at the beginning of the Act 312 proceeding which include certain tentative agreements on various issues. (The tentative agreements are recited in the City's LBO dated April 12, 1996).

³ In City of Detroit v. DPOA, 408 Mich 410; 294 NW2d 68, 97 (1980), the Michigan Supreme Court explained: "The legislature has neither expressly nor implicitly evidenced any intention in Act 312 that each factor in Section 9 be accorded equal weight. Instead, the Legislature has made their treatment, where applicable, mandatory on the panel through the use of the word 'shall' in Section 8 and 9. In effect, then, the Sec. 9 factors provide a compulsory checklist to ensure that the arbitrators render an award only after taking into consideration those factors deemed relevant by the Legislature and codified in Sec. 9. Since Sec. 9 factors are not intrinsically weighted, they cannot of themselves provide the arbiters with an answer. It is the panel which must make the difficult decision of determining which particular factors are most important in resolving a contested issue under the singular facts of a case, although, of course, all 'applicable' factors must be considered."

the Section 9 factors,⁴ the following are pertinent to the issues before the Panel:⁵

- (b) Stipulations of the parties.
- (c) The interests and welfare of the public,⁶ and the financial ability of the unit of government to meet those costs.⁶
- (d) Comparison of the wages, hours and conditions of employment of the employees... performing similar services and with other employees generally ... in comparable [public] communities.
- (e) cost of living.
- (f) The overall... wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

⁴ Section 9 (MCLA 423.239) provides:

Where there is no agreement between the parties, or where there is an agreement but the parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

- (a) The lawful authority of the employer.
- (b) Stipulations of the parties.
- (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
 - (i) In public employment in comparable communities.
 - (ii) In private employment in comparable communities.
- (e) The average consumer prices for goods and services, commonly known as the cost of living.
- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment. (MCLA 423.239).

⁵ Factors not pertinent included "(a) The lawful authority of the employer," since the parties raised no question as to that authority nor was any otherwise apparent. Further, the stipulated comparable communities all involve public employment, so 9(d)(ii) "In private employment in comparable communities" is not pertinent. There were no proofs on "(g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings," and therefore none are addressed.

⁶ Section 9(c) includes the phrase "and the financial ability of the unit of government to meet those costs." In this case the City did not advance an ability to pay (more accurately an "inability to pay") argument. Thus, it did not claim it was financially incapable of paying the Union's economic demands in each of the three contract years.

Instead, the City arguments are based on financial considerations including its contentions of declining revenues for operating expenses which, in comparison to the financially better-off comparable communities and in comparison to the economic provisions for other City employees, render it presently unfair for the City to meet the Union demands and jeopardize the City's future financial well-being if an award of those demands is adopted by the 312 Panel.

The financial considerations of the fairness and other financial appropriateness of the competing positions on economic issues are evaluated under a combination of Section 9 factors, namely 9(c), 9(d) (comparables) and 9(h) (other factors considered in collective bargaining).

- (h) Such other factors... which are normally or traditionally taken into consideration in... voluntary collective bargaining...

At the beginning of the Act 312 proceeding, the parties entered into a stipulation that the comparables communities to Taylor for this proceeding are Dearborn, Dearborn Heights, Roseville and Westland.⁷

FINANCIAL BACKGROUND

Taylor is currently levying the maximum operating mills of 8.77,⁸ so any increase in that operating millage must be secured through voter approval.⁹ Total millage levied in Taylor is 22.46 which covers operating millage, garbage, police and fire pension, library, and other smaller items.¹⁰

CPA Gordon Krater, the audit partner at Plante & Moran who is in charge of the governmental practice,¹¹ made comparisons between the comparable communities as to the tax revenue which would be raised by a single mill, this obviously depending on the total taxable wealth in the community as to which Taylor ranks fourth. Thus, one mill to the City of Dearborn is worth \$3.5 Million while one mill in taxpayer effort in Taylor gains the City \$953,000.

Krater reviewed the City's major revenue sources and expenses items. Major revenue sources for the total general fund revenue are property taxes (43%) and State-shared revenues (22%).¹² Taylor, as have comparable communities, has been hurt by in the impact of Proposal A (and the earlier of the Headlee amendment) which limits to a maximum of 5% or the rate inflation (which ever less) the increased taxable value which can be

⁷ Three other stipulations were entered at the hearing as follows:

1. Timeliness - statutory time limits are waived to the extent consistent with the dates and schedules set forth in the Hearing Report, dated January 12, 1996.
2. The Panel has Jurisdiction to hear all issues placed before it.
3. The 1994-1997 Contract will consist of:
 - A. Act 312 Panel resolution of all issues before it;
 - B. Tentative Agreements placed on the 312 record;
 - C. Provisions of the 1991-1994 Contract to the extent not change by 3A and 3B.
4. Contract duration will be three years (7/1/94-6/30/97).

⁸ Dearborn and Roseville both have the ability to levy more millage without a vote while Dearborn Heights and Westland are, like Taylor, levying the maximum allowable.

⁹ Citizens in Taylor recently rejected a millage increase sought by the Board of Education by a three to one margin.

¹⁰ The Taylor total millage levied is 76% higher than the State-wide average.

¹¹ Krater explained that the firm audits over 125 governments and of these 11 or 12 of the Downriver communities. Krater also explained he personally works with 25 to 30 governments, including the Downriver communities of Wyandotte Melvindale, Southgate, Taylor, Gibraltar and Lincoln Park.

¹² Total revenue for the year ended June 30, 1995 was \$34,009,887.

placed on each piece of taxable property.¹³ Krater said Taylor is going to have to look at alternative revenue sources, if there are any, and it may have to go to the people to look for a vote for increased millage. He added that this City's ability to generate new or increased revenue is significantly limited.

Krater also noted that Taylor has significant taxable property which does not provide revenue for the general fund because it is located in TIFA districts, and all increases in value of all properties in those districts are captured for the restricted use of projects in those TIFA districts. In 1995 Taylor had \$129,643,470 in TIFA districts. (Taylor has the highest TIFA SEVs among comparables property taxes generated in TIFA districts). When that taxable base becomes available to the general fund (using the 1995 valuation), it will amount to about \$2,000 SEV per City resident.¹⁴ How long each of the TIFAs will continue is not clear from the record, so the point when the increased SEV from those districts is available to the general fund is unclear.

On the expense side total expenditures for the year ended June 30, 1995 were \$33,779,000. Of these dollars almost 62% was spent on salaries and benefits, coming to over \$21 Million.¹⁵ And of this 62%, almost 31% (\$10,620,503) is for public safety salaries.¹⁶ (Base wages for the Taylor Police Department were \$5,125,000 in FY 1995 and overtime that year increased base wages by 19% on average, contributing an additional \$981,000 in wage cost).

City efforts to control costs have included decreases in full-time staffing of City employees from 333 in 1992-93 to 304 in 1995-96.

¹³ Proposal A also impacted negatively on revenue by eliminating property-based school taxes on which the City previously earned a 1% administrative fee for collecting about \$250,000.

¹⁴ This estimate depends on population. Taylor's population decreased from 77,568 in 1980. The 1990 census was 70,811 or a decrease of about 8.7%, and SEMCOG, the Southeast Michigan Council of Governments, has projected that Taylor's population will continue to decrease, so that it would go from 70,811 to roughly 63,000 in 2010.

The \$129 Million with a population less than 70,000 amounts to about \$2,000 per capital. Non-TIFA SEV per capita in comparable communities in 1995 was:

| | |
|---------------|----------|
| Dearborn | \$39,129 |
| Roseville | 16,614 |
| Westland | 13,702 |
| Dearborn Hts. | 15,832 |
| Taylor | 11,630 |

¹⁵ The balance of expenditures (just under 38%) cover items such as street lighting, the Building Authority leases, capital and debt service, garbage collection, insurance and legal expenses. Significant increases have been experienced in this "fixed" expenses of late, such as the increase for \$3.23 (in 1993) to \$6.48 (1995) per cubic yard for garbage hauling.

¹⁶ Public safety employee benefits are included (and unallocated by Department) within the 14.9% of expenditures for benefits for all City employees.

General Fund and Unreserved General Fund Balances for Taylor and the comparable communities reveal that Taylor has the lowest General Fund Balance of the five communities:

| <u>General Fund Balances</u> | <u>1992</u> | <u>1993</u> | <u>1994</u> | <u>1995</u> |
|----------------------------------|-------------|-------------|-------------|--------------|
| Dearborn | | | | \$20,018,675 |
| Roseville | | | | 6,692,487 |
| Westland | | | | 4,860,825 |
| Dearborn Hts. | | | | 3,251,061 |
| Taylor | \$3,196,703 | \$2,634,173 | \$2,040,147 | 2,270,587 |

Krater explained that the general fund is roughly equal to working capital: it reflects the current assets of the community less its current liabilities.¹⁷ Taylor, he added, is last and significantly lower than any of the other four comparables.

| <u>Unreserved General Fund Balances</u> | <u>1992</u> | <u>1993</u> | <u>1994</u> | <u>1995</u> ¹⁸ |
|---|-------------|-------------|---------------------------|---------------------------|
| Dearborn | | | | \$9,776,767 |
| Roseville | | | | 6,271,420 |
| Westland | | | | 4,080,464 |
| Dearborn Hts. | | | | 2,809,569 |
| Taylor | \$2,349,831 | \$653,570 | <\$879,142> ¹⁹ | 577,413 ²⁰ |

Krater explained that the unreserved fund balance is that part of the General Fund Balance which is designated and so is available to finance general fund operations, such as paying wages and benefits to the members of the patrol bargaining unit.

The general rule of thumb for a city the size of Taylor, Krater said, should be to have at least a 10% unreserved fund balance, which amounts to 10% of one year's operating expenditures, to provide a cushion for things like Proposal A, other legislative issues, major lawsuits that might not be covered by insurance, and other operating items that you

¹⁷ Krater emphasized that certain liabilities are not included in the fund balance, including the employee banks of accumulated sick, vacation time and other types of compensatory time which, as of June 30, 1995, totalled roughly \$4.3 million dollars. (Of this about 40% is the police portion). Krater further emphasized that there's been some discussion among the Governmental Accounting Standards Board, that at some point in the future accumulated employee banks are a liability that will have to be reported in the general fund. That has not yet passed but it is a consideration.

¹⁸ These figures are for fiscal years ending June 30th.

¹⁹ It is illegal to budget a fund deficit, and Krater pointed out that when the Taylor unreserved fund balance was in deficit, the City had to file a plan with the State on how to eliminate the deficit.

²⁰ The City points out that if the land sales which was worth \$2,850,000 to the City were subtracted for fiscal year 1995, the unreserved general fund balance would have shown a \$2,272,587 deficit.

might not expect. Krater continued that all the comparable communities except Taylor exceed a 10% unreserved fund balance.²¹

In reviewing the financial data for Taylor for recent years, Krater noted that in 1992 the recommended unreserved general fund balance was close to the 10% recommended level, but then in 1993 there was a significant drop. Krater said what happened was that there were a number of one-time land sales by Taylor,²² or using up of other one-time reserves, which kept the City in decent financial condition over the last several years, but it sold the land, and there's no money left in the special revenue funds. But for those types of things which were done, Krater continued, the City has been losing between a million and two million dollars per year in normal operations.

In its proofs the City also presented a projection taken from a study by personnel at Plante & Moran addressing the financial situation of Taylor for the next five years.²³

The City Projects its
Unreserved and General
Fund Balances will be:

| | <u>1996</u> | <u>1997</u> | <u>1998</u> | <u>1999²⁴</u> |
|--------|-------------|-------------|---------------|--------------------------|
| Taylor | \$529,882 | <\$793,963> | <\$2,703,682> | <\$4,774,774> |

There was also evidence on the record concerning the Taylor City Hall renovations, including the parking lot, which cost in excess of \$5 Million. Krater explained that part of the funds came from a bond issue which is being paid for by the Building Authority millage and that none of the funds came from the general fund.

There is also record evidence that in the year 2000 and beyond certain positive aspects will affect the City's financial situation. Thus, the Lakes of Taylor golf course is already making a net income basis, and in approximately the year 2,000, when its bonds are paid off,²⁵ it should generate cash revenue which can go anywhere, including the general fund.

²¹ Krater pointed out that Roseville has about a 27% unreserved fund balance; Dearborn Heights is probably at 11%, Westland is about 13% and Dearborn is about 13.25%.

²² There was one land sale worth \$2,850,000 to the City.

²³ Krater said he participated in the preparation of a five-year financial model and one of the reasons the City secured this study was because it has been using up things like reserves or one-time land sales, and those additions to the general fund have masked how poorly the City was actually doing.

²⁴ During these years the Auditor's Recommended (10%) Unreserved General Fund Balances are \$3,467,007 (1996); \$3,474,801 (1997); \$3,555,911 (1998) and \$3,599,053 (1999).

²⁵ The recent construction of this golf course and clubhouse cost \$5.1 Million and the funds for its construction included a bond (approximately 4.7 million) and the remainder came from the capital improvement fund.

* * * * *

ISSUE 1. FIRST YEAR WAGES (7/1/94 to 6/30/95)
(Corporals, Detectives, officers, Cadets)

* * * * *

City's²⁶

LBO: Salary increase - 4%

Union's

LBO: Salary increase - 4%

Findings: On June 30, 1994, the City's undesignated fund balance was in a deficit for nearly one million dollars.²⁷ (Total fund balance was in excess of \$2 Million). Nonetheless, all City bargaining units (except Patrol) received 4% pay raises that year, their raises having been covered by collective bargaining agreements which were negotiated prior to 1994.

Both parties through their LBOs agree that the 4% increase is equitable and otherwise appropriate under the Section 9 criteria of Act 312. Notwithstanding the stipulation upon which the 1994-95 Wage award is based, the following background is pertinent.

In the 1991-94 contract the salary increases negotiated for the Taylor Patrol Unit for its 1991-94 contract were for July 1, 1991 to June 30, 1992 four percent (4%), for July 1, 1992 to June 30, 1993 four percent (4%), for July 1 1993 to June 30, 1994 four percent (4%). These raises were consistent with the cost of living for that contract period.²⁸

Determining where Taylor officers stood among comparable communities for 1993-94 (and 1994-95 & 1995-96) is a matter which has resulted in widely divergent data from the parties. Thus, data from the Union, for an 11 Year Patrolman/Corporal,²⁹ for 1993-94, shows Taylor ranks 5th among the comparables, while data from the City shows Taylor ranks 1st.

²⁶ The parties presented combined LBOs on wages covering corporals, patrol and cadets. Since there are 12 relatively low-paid cadets in the Department and 68 career officers, the Panel has considered only the economic data for the career ranks in reaching its conclusions on wages rates for the three contract years.

²⁷ When the deficit and its extent first became clear to the City is not apparent from the record.

²⁸ The cost-of-living increase for fiscal years 1991-2, 1992-3, 1993-4 and 1994-5 were 3.1, 3.0, 2.5, 2.8 percent, a total of 11.4 percent for that four year period.

²⁹ Both parties use this hypothetical officer as the basis for their data since the average longevity in Taylor is 10.8 years, a point by which an officer has likely reached corporal rank.

The significant difference between the sets of data consists of the different items included by each to reach total compensation figure. Thus, both parties include base wage (\$38,690 for 1993-94); hazard/gun allowance; uniform/cleaning; education incentive; and longevity. (And the Union alone includes shift differential). By its calculation based on these allowances plus base, the Union calculated the 1993-94 Taylor total compensation as \$41,994. The City for the same year calculated the total compensation as \$50,456. In reaching that figure the City additionally factored in the average cash payments made for sick, vacation, bonus days and holidays. Its calculations assumed for Taylor officers and for officers in comparable communities that they would take no time off (ie vacation, sick, bonus, personal) and they would take cash for all such time.³⁰

The Chair finds difficulty with certain aspects of City's approach. Thus, it is unclear how the amounts designated as cash compensation for holidays would amount to monies outside of the base wage. Next, the calculation of total compensation does not afford any time off, not even the average time off taken in the Department for sick, personal, vacation and other leaves. The resulting situation is unrealistic and provides cash compensation unrealistically high because officers will need to take time off from work. (To some extent comparables are similarly inflated by the never-a-day-off-work approach, but the Chair finds the approach fails to provide meaningful calculation of total compensation because it is unrealistic as to each department. Also, the numbers and types of leave days and holidays appear to vary significantly (ie in Roseville there is no guarantee of a number of sick days). Nor does it seem reasonable to consider such factors in total compensation when accumulations would not exist for newer officers or for those who would not have sufficient accumulations to cash in -- such as those with extended periods of illness. And these officers or others who would not fit the average officer with the average amounts of cashable benefits are also entitled to fair and just compensation for performance police duties.³¹

³⁰ Taylor does permit 100% cash payout for all vacation, sick, and bonus time which is banked and exceeds the 48-day limit set by contract. This approach is only in part followed by Westland, where officers are able to cash in benefit banks exceeding certain limits.
The average compensable bank of a Taylor officer is currently \$22,641.

³¹ This Chair is of the view that the overall factor of Section 9(f) concerns those matters which are uniformly (or mostly uniform) in their application to all members of the bargaining unit members. There is no such assurance of such uniform application as to these City presentations and so the Chair finds them unhelpful in the economic analysis.

On balance, the Chair concludes that the Union's more traditional approach of calculating total officer compensation is preferable.³²

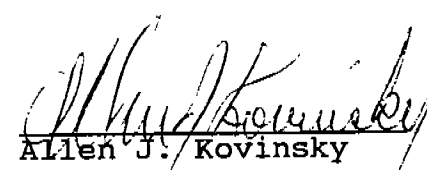
City's

Position: It would have been justifiable to pay no wage increase to patrol for 1994-95 because of the City's fund deficit, because patrol had just completed a contract term providing 12% in increase for a period in which the Consumer Price Index rose 11.4%, and because the patrol wages would have remained competitive among comparable communities with zero increase. But, in the name of parity and equity (because all other City employees received 4%), the City has made its very generous LBO for 1994-95 of 4%.

Union's

Position: The Union's modest proposals impose no financial hardship on the City and the 4% increase will allow the patrol officers to maintain a respectable position among the comparables.

Award: The Panel finds on **Issue #1 (Wages - 7/1/94 to 6/30/95)** that based on stipulation (Section 9(b)), the first year wage increase shall be an across-the-board increase of 4%.


Allen J. Kovinsky

Employer Delegate

CONCUR/DISSENT

Dated:

9/17/96


Elaine Frost

Impartial Chair

Dated: September 11, 1996

Michael Somero

Union Delegate

CONCUR/DISSENT

Dated:

AS TO RESULT ONLY

³² The Chair also notes she did not find the City's use of W2 wages information helpful without a breakdown for overtime hours and monies earned by cashing in excess amounts in employee banks of compensable time earned during some other period. For the overtime maybe a function of wide variance based on employee preference and ability to work overtime hours; overtime may be a function of under staffing which may create a burden that should not be assumed to simply be amounts of added compensation for the basic job of a police officer. And the amounts of sold back compensable time also can wide vary and can be entirely outside an officers control, such as a need to expend sick or vacation time for personal or family illness or similar circumstances.

On balance, the Chair concludes that the Union's more traditional approach of calculating total officer compensation is preferable.³²

City's

Position: It would have been justifiable to pay no wage increase to patrol for 1994-95 because of the City's fund deficit, because patrol had just completed a contract term providing 12% in increase for a period in which the Consumer Price Index rose 11.4%, and because the patrol wages would have remained competitive among comparable communities with zero increase. But, in the name of parity and equity (because all other City employees received 4%), the City has made its very generous LBO for 1994-95 of 4%.

Union's

Position: The Union's modest proposals impose no financial hardship on the City and the 4% increase will allow the patrol officers to maintain a respectable position among the comparables.

Award: The Panel finds on **Issue #1 (Wages - 7/1/94 to 6/30/95)** that based on stipulation (Section 9(b)), the first year wage increase shall be an across-the-board increase of 4%.

Allen J. Kovinsky
Employer Delegate
CONCUR/DISSENT
Dated:

Elaine Frost
Impartial Chair
Dated: September 11, 1996

Michael Somero
Union Delegate
CONCUR/~~DISSENT~~
Dated: *SEPT 16, 1996*

³² The Chair also notes she did not find the City's use of W2 wages information helpful without a breakdown for overtime hours and monies earned by cashing in excess amounts in employee banks of compensable time earned during some other period. For the overtime maybe a function of wide variance based on employee preference and ability to work overtime hours; overtime may be a function of under staffing which may create a burden that should not be assumed to simply be amounts of added compensation for the basic job of a police officer. And the amounts of sold back compensable time also can wide vary and can be entirely outside an officers control, such as a need to expend sick or vacation time for personal or family illness or similar circumstances.

* * * * *

ISSUE 2. SECOND YEAR WAGES (7/1/95 to 6/30/96)
(Corporals, Detectives, officers, Cadets)

* * * * *

City's

LBO: Salary increase - 0%

Union's

LBO: Salary Increase - 4% increase.

Findings: For the fiscal year ending June 30, 1995 the City had an undesignated fund balance of \$577,000,³³ its deficit was thereby eliminated, but the fiscal year included the sale of land which netted that operating fund \$2.8 Million.

The City's financial revenues are presented as extremely weak and the record supports cause for concern. Although some of the problems faced by Taylor are shared by its comparable communities, Taylor is faced with far less of a cushion, at the \$577,000 fund balance level, than what the comparables have and less than reasonable expectations of running a city the size of Taylor would predict.³⁴ Indeed, CPA Krater testified without rebuttal that the City would be operating at fund deficits of \$1 Million to \$2 Million a year were it not for the one-time supplements from certain reserves and sales of property.

The City has taken steps to reduce its costs and secure its finances through recent reductions in the number of full-time City employees and by seeking from its bargaining units zero percent increases for 1995, followed by increases based on an SEV formula with a minimum of 2.5% and a maximum of 4% for 1996 and 1997.³⁵ In major part these actions reflect belated

³³ There was, however, pointed out by the Union at the arbitration hearing an additional \$116,000.00 from a much larger restricted fund which could be used for normal operations.

³⁴ See footnote 21 and accompanying discussion.

³⁵

| | 1994-95 | 1995-96 | 1996-97 | 1997-98 |
|-------------------|---------|---------------------|--------------|--------------|
| AFSCME Local 1917 | 4% | 0% | SEV (1) | SEV (1) |
| AFSCME Local 1128 | 4% | 4% | K terminates | K terminates |
| TGM&AEA | 4% | 0% | SEV (1) | SEV (1) |
| Police Command | 4% | Contract Terminated | | |
| Police Patrol | Act 312 | Act 312 | Act 312 | Act 312 |
| Fire | 4% | Contract terminated | | |

(In neither this exhibit or any others did the Chair consider economic concessions by elected officials or other individuals who are not covered by a collective bargaining contract, as they are not viewed as comparable absent such coverage).

efforts to counter the \$879,000 fund deficit in 1994, and the underlying problems which caused it.

As to the comparable community comparisons, the following data on base wages and allowances for Taylor and the comparable communities is taken from the City's exhibits, basically following the Union's approach of adding base wage to allowances to calculate total compensation:³⁶

| | 1993-94 Total Compensation | Rank | 1994-95 (Yr I) Total Compensation | Rank | 1995-96 (Yr II) Total Compensation | Rank | Rank | 1996-1997 (Yr III) Total Compensation | Rank | Rank | Rank |
|---|----------------------------------|------|---|------|--|---------|------|--|-----------|---|------|
| Dearborn Base Allowances TOTAL | \$40,526 1,700 \$42,226 | 2 | \$40,526 1,700 \$42,226 | 5 | \$41,944 1,700 \$43,644 | 0% 3 | 4% | \$43,412 1,700 \$45,112 | 3.3% 4 | 4/4% | 4% |
| Dearborn Hts Base Allowances TOTAL | \$40,304 1,300 \$41,334 | 3 | \$41,235 1,300 \$42,535 | 3 | \$42,060 1,300 \$43,360 | 4 | 5 | \$44,325 1,300 \$45,625 | 3 | 3 | 3 |
| Roseville Base Allowances TOTAL | \$40,842 2,809 \$43,651 | 1 | \$42,067 2,858 \$44,925 | 1 | \$42,698 2,883 \$45,581 | 1 | 1 | \$43,979 2,934 \$46,913 | 2 | 2 | 2 |
| Westland Base Allowances TOTAL | \$39,361 1,365 \$40,726 | 5 | \$41,132 2,195 \$43,327 | 2 | \$42,983 2,195 \$45,178 | 2 | 2 | \$44,917 2,195 \$47,112 | 1 | 1 | 1 |
| <u>COMPARABLES AVERAGE</u> | <u>\$41,984</u> | | <u>\$43,253</u> | | <u>\$44,441</u> | | | <u>\$46,191</u> | | | |
| Taylor Base Allowances TOTAL | \$38,690 2,096 \$40,786 | 4 | 4% \$40,238 2,096 \$42,334 | 4 | 0% \$40,238 2,096 \$42,334 | 5 | | 3.3% \$41,566 2,096 \$43,662.....5 | | 4% \$41,848 2,096 \$43,944...5 | |
| Base Allowances TOTAL | | | | | 4% \$41,848 2,096 \$43,944 | | 3 | 4% \$43,522 2,096 \$45,618.....4 | | | |
| <u>Taylor Below Average</u> | <u><\$1,198></u> | | <u><\$ 919></u> | | 0%: <2,107> 4%: < 497> | | | 3.3%: <2,529> 0%/4%: <2,247> 4%/4%: < 573> | | | |

Adoption of the City's proposed 0% wage increase will drop Taylor officers from 4th ranking (1993-94) to 5th (1995-96),

³⁶ The Chair used the base wages and allowance amounts from the City data as they were more detailed, and the Chair did not want to "pick and choose" some numbers from the City's exhibits and other numbers from the Union's exhibits.

and will lower the compensation to about \$2,000 below the average for the four comparable communities.³⁷

City's

Position: Taylor is a City of limited resources, with little ability to generate new revenue sources in the near future, apparently no chance to put forth a successful millage campaign, a declining population, trying to control its expenditures in a world of increasing demand upon its revenues for City services.³⁸ It has attempted to control its financial difficulties through budget tightening measures, including but not limited to, reductions in staff.

Among the comparables, Taylor's cash available for general fund purposes is the worst with a General Fund Balance in 1995 of \$577,413 and it is projected to get even worse in late 1996 when the City's CPA anticipates the City returning to a deficit position, and the projection shows no upturn through the year 1999. The economic outlook for Taylor, as protected by the five year financial model, describes a city that will be struggling with its finances well into the future.

Receiving no wage increase in 1995-96 will still maintain the total compensation of a Taylor Police Officer at a level second only to the most highly paid Westland Officers and still above the compensation paid by Dearborn, Dearborn Heights and Roseville to their officers.

The Cost of Living Index is obviously not available for this period, however, we can calculate that the cost of living would have to increase 4.6% during the 1995-96 FY to exceed the 16% raise officers will have received during the 1991-92 to 1994-95 period, and there are no current indications the CPI will increase at a rate even near 4.6% for 1994-95.

Finally, the City has requested all its employee groups, in the name of correcting the budget imbalance to accept a year of zero increase. In the spirit of cooperation, TGM&AEA and Local 1917 agreed to contract terms which included no raise for 1995-96. To this point only the patrol unit has attempted, through 312 arbitration, to gain preferential treatment over fellow employees and escape sharing the burden of the City's deficit. Just as the City offered equity in the four percent (4%) raise offered for 1994-95 (offered largely because all other employees received the four percent (4%)) the City now seeks equity for its other, already settled, bargaining units.

Union's

Position: There is no inability to pay but instead an unwillingness to pay. Thus, assuming all patrol are receiving top patrol/corporal pay and all cadets

³⁷ The Chair recognizes that the "hybrid" nature of the data used in the wage chart is far less desirable and probably less accurate than data to which both parties subscribe. And under that data it appears that a 0% increase will reduce Taylor compensation for 1995-96 to \$2,107 below the average. (The Union calculates that if wages are frozen it will drop the unit to \$1,720.00 below the average.

³⁸ The City also stressed that Taylor has the lowest median home value the lowest State Equalized Valuation per capita the lowest income per capita and the lowest percentage of high school graduates among the Comparable Communities. In fact, it argued, the only socioeconomic factor in which Taylor ranks the highest is the percentage of population living below the poverty line.

The Chair views this information, in light of the stipulated comparable communities, as irrelevant to the financial issues here in dispute. Instead, it appears to the chair that only evidence of the value of taxable property (and perhaps collectibility of taxes due), are matters which affect this proceeding, and not the education, income or lack thereof of the taxpayers who inhabit City dwellings -- for if the taxes are being paid one need only be concerned with the value of the property and not the demographics of the residents. (Socioeconomic factors may, of course, impact on the nature of police work in a community but no such issue is present here).

receiving top base pay, effective 7/1/95, the cost of the Union's wage proposal for that year would amount to roughly \$120,000. Given the fact that the City commenced fiscal 1995 with almost \$700,000 available for wages and benefits, this can hardly be considered as the straw that will break the camel's back.

It is interesting to note that despite the fact that the City claimed it was broke when it had a total fund balance for FY ending June 30, 1994 in excess of \$2 Million, that it is proposing a 4% wage increase effective 7/1/94.

The City also projects that by December, 1996 it will have a negative fund balance which will continue into the future. Yet it still offers a wage increase for that year. The Union submits that this demonstrates that the City's claims are nothing more than self-serving predictions of gloom and doom.

Given the parties' stipulation for wages effective 7/1/94, top pay for a patrol officer/corporal will be \$40,238. The following will compare the top pay of a patrol officer/corporal based upon the Union and Employer's positions commencing 7/1/95.

| <u>Date</u> | <u>City Position</u> | <u>Union Position</u> | <u>Difference</u> |
|-------------|--------------------------|---------------------------|-------------------|
| 7/1/95 | \$40,238 (base) | \$40,238 (base) | |
| | 0 (0%) | 1,609 (4%) | \$1,609 |
| | \$40,238 | \$41,847 | |

Not one of the comparable communities have been forced to suffer the consequences of a zero percent wage increase. In fact, if the City's wage proposal for 1995 were to be adopted by the Panel, the Taylor officers wage status would be reduced to 1993 levels. Specifically, the average patrol officer wage in 1993 was \$40,191. Under the City's proposal, patrol/corporal 1995 wages will be a mere \$247 greater. The average 1994 salary is approximately \$559 more than the City's proposed 1995 wage.

The average salary among the comparables for 1995 is \$41,958. The City's zero percent wage proposal will force the Taylor officers to roughly \$1,720 below average. This is more than three times the disparity in 1994. Patrol officers paid \$41,847 would be more in line with the average salaries earned in 1995 and roughly \$111 below average.

Analysis: As Commander Cybert expressed it, the City painted "a pretty bleak picture as to its current budget status." The Chair is persuaded by the financial background presented by the City,³⁹ that this portrayal is accurate: the City has a serious financial problem which resulted in the \$879,000 deficit as of June 30, 1994 and caused the City to have to file a plan with the State on how the deficit would be eliminated.

Although the Chair is not persuaded of long term decline in Taylor's financial situation, she is persuaded that during this contract term it has serious problems and these cannot be ignored. Nor does the Chair view it as inconsistent with a real and substantial financial dilemma that the City had earlier

³⁹ See pages 4 to 7 for materials under Financial Background.

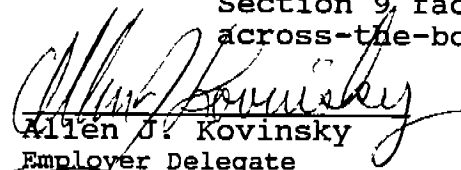
negotiated 1994 increases of 4% with several bargaining units. (For knowledge of financial shifts are sometimes delayed, and may not be confirmed until the annual audit). And since all other City employees except patrol ended up with 4% increases for 1994, it would indeed have been unjust for patrol alone to take less in the name of correcting the budget imbalance.

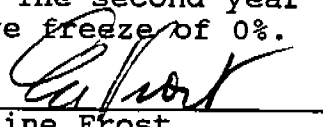
The Panel has taken into account that Taylor did return to a positive fund balance in 1996. But, that balance was due in large part to a land sale rather than a reflection of returned vitality of City's revenues.


On balance it is the financial situation of the City combined with its pressing at least two non-uniformed groups into taking 0% increases for 1995. When this is combined with the staff reductions which have been undertaken to help correct the City's financial problems, the Chair is persuaded that some equity in sacrifice is appropriate for the patrol unit. Although 0% increase is severe, the choices are 0% or 4% and as between those, the record more clearly supports the former. Even with that award the contract provides an overall increase of 4% in the first year (and as will be discussed below) a 4% increase in the third year.

Despite their understandable desire for better compensation, the Chair has taken into account on this Issue the fact that Taylor officers are afforded the greatest number of compensated absence hours of any unit in this set of comparable communities.

Award: The Panel finds on Issue #2 (Wages-7/1/95 to 6/30/96) that adoption of the City's LBO more nearly complies with applicable Section 9 factors.⁴⁰ The second year wage increase shall be an across-the-board wage freeze of 0%.


Allen J. Kovinsky
Employer Delegate
CONCUR/DISSENT
Dated: 9/17/96


Elaine Frost
Impartial Chair
Dated: September 11, 1996


Michael Somero
Union Delegate
CONCUR/DISSENT
Dated:

⁴⁰ The Chair concludes that the most important Section 9 criteria for resolution of Issue #2 are: (c) concerning the interests and welfare of the public... and the financial ability of the unit of government to meet those costs and (f) The overall... wage compensation package; and (h) Such other factors... which are normally or traditionally taken into consideration in... voluntary collective bargaining..." (because the City of Taylor faces a serious financial dilemma, equity in sacrifice is appropriate for the patrol unit as it has been for certain other City employees and Taylor officers are on balance provided two years of 4% raises under this contract).

negotiated 1994 increases of 4% with several bargaining units. (For knowledge of financial shifts are sometimes delayed, and may not be confirmed until the annual audit). And since all other City employees except patrol ended up with 4% increases for 1994, it would indeed have been unjust for patrol alone to take less in the name of correcting the budget imbalance.

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On balance it is the financial situation of the City combined with its pressing at least two non-uniformed groups into taking 0% increases for 1995. When this is combined with the staff reductions which have been undertaken to help correct the City's financial problems, the Chair is persuaded that some equity in sacrifice is appropriate for the patrol unit. Although 0% increase is severe, the choices are 0% or 4% and as between those, the record more clearly supports the former. Even with that award the contract provides an overall increase of 4% in the first year (and as will be discussed below) a 4% increase in the third year.

Despite their understandable desire for better compensation, the Chair has taken into account on this Issue the fact that Taylor officers are afforded the greatest number of compensated absence hours of any unit in this set of comparable communities.

Award: The Panel finds on Issue #2 (Wages-7/1/95 to 6/30/96) that adoption of the City's LBO more nearly complies with applicable Section 9 factors.⁴⁰ The second year wage increase shall be an across-the-board wage freeze of 0%.

Allen J. Kovinsky
Employer Delegate
CONCUR/DISSENT
Dated:

Elaine Frost
Impartial Chair
Dated: September 11, 1996

Michael Somero
Union Delegate
~~CONCUR~~/DISSENT
Dated: SEPT. 16, 1996

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* * * * *

ISSUE 3. THIRD YEAR WAGES (7/1/96 to 6/30/97)
(Corporals, Detectives, officers, Cadets)

* * * * *

City's

LBO: Salary Increase - 2.5% or State permitted S.E.V. increase to a maximum of 4.0%, whichever is greater.

Union's

LBO: Salary Increase - 4%

City's

Position: The SEV calculation set forth in its proposal is based upon the percent the State of Michigan will allow the City to increase the millage rate without increasing the millage levy (which requires voter approval). Local 1917 and TGM&AEA have settled contracts which have adopted the SEV as the factor which will determine the amount of their raise.

Since the SEV is a factor approximately equal to the CPI this Unit should realize no lost ground regarding buying power as a result of receiving a raise based upon the SEV increase.

Finally, data provided indicates a raise based upon SEV calculated at 3.33% for computational purposes will yield total compensation in an amount which will be exceeded only by that earned by the Westland Unit. Compensation for 1996-97 would still be greater than that afforded the Police Patrol Units in Dearborn, Roseville and Dearborn Heights.

Union's

Position: Under the City's proposal, the wage increase for 7/1/96 is estimated to be 3.3%. Based upon that assumption, the following will compare the top pay of a patrol based on the Union and Employer's positions:

| | City | Union | |
|--------|-----------------|-------------------|------------|
| Date | Position | Position | Difference |
| 7/1/96 | \$40,238 (base) | \$41,847. (base) | |
| | <u>1,328</u> | <u>1,674 (4%)</u> | |
| | \$41,566 | \$43,521 | \$328 |

The Union's offer while slightly higher does more to maintain the patrol officers' relative status among the comparables whereas the City's offer does just the opposite. The total difference in wage increases for the third year of the collective bargaining agreement is a mere \$328. For an employee who works 2,080 hours per year, this amounts to sixteen cents per hour. Clearly, the City can afford to accommodate such a modest increase.

It is obvious from the above that the Taylor patrol officers and cadets are currently receiving a salary substantially below average. They will continue to do so even with the Union's proposed wage increases. It is important to note that under the City's proposal patrol wages in 1996 will just barely surpass the average wage among the comparables as of July, 1994. Most important is the fact that the comparable communities have enjoyed their increases for the past 22 months whereas the patrol officers and cadets in Taylor have remained substantially behind. The Union is simply requesting equal treatment.

Analysis: The City estimates its LBO will be worth 3.3% to the bargaining unit for 1996-97 and comparing this to the 4%, it seems they are not far apart. But the Chair finds it significant that the City demand would change the structure of wage increases, from the straight percentage approach which has traditionally been followed to one based on a sliding scale according to SEV. (No such sliding pay structure appears among the contracts in the comparable communities). To integrate such a changed structure into the contract, with its uncertainties of amount, is viewed as a factor favoring the Union's LBO.

The impact of the 0% increase for the 1995-96 has caused the Taylor patrol to slip in their relative status with officers in comparable communities. Although that slippage was deemed a necessary and equitable sacrifice, and the award was 0% for the second contract year, the Chair finds an inadequate record to support less than a significant and straight forward award of a raise for the third year. Also, through the award of the higher 4%, the patrol unit is positioned to achieve greater equality with the comparability communities when better financial times arrive in Taylor. (Hopefully that time will soon arrive with revenues from the Lakes of Taylor golf course, expiration of the TIFAs, the opening of new subdivisions or a change in heart of the electorate, and much needed revenues will be added to the general fund).

The Chair also notes that the wisdom of the City to diversify its revenues options, such as with the new golf course, together with the anticipated development of new residential areas, logically leads one to the conclusion that Taylor needs effective and efficient police support to foster and protect the success of such projects; and this in turn seems to make investment police salaries and benefits a wise path also.

Award: The Panel finds on Issue #3 (Wages - 7/1/96 to 6/30/97) that adoption of the Union's LBO more nearly complies with applicable Section 9 factors.⁴¹ The third year wage increase shall be an across-the-board increase of 4%.

Allen J. Kovinsky
Employer Delegate
CONCUR/DISSENT
Dated:

Elaine Frost
Impartial Chair
Dated: September 11, 1996

Michael Somero
Michael Somero
Union Delegate
CONCUR/~~DISSENT~~
Dated: SEPT. 16, 1996

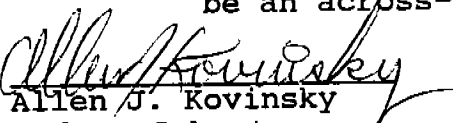
⁴¹ The Chair concludes that the most important Section 9 criteria for resolution of Issue #3 are: (d) Comparison of the wages, hours and conditions of employment of employees... in comparable communities; and (h) Such other factors... which are normally or traditionally taken into consideration in... voluntary collective bargaining... (because the patrol unit is entitled to get back on course in its goal of reaching the average compensation officers in the comparable communities and because the City's LBO would change the wage structure under which the patrol unit and comparable communities have always worked).

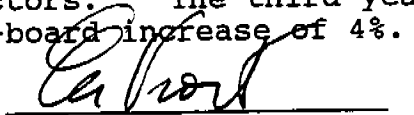
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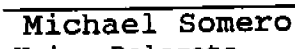
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The Chair also notes that the wisdom of the City to diversify its revenues options, such as with the new golf course, together with the anticipated development of new residential areas, logically leads one to the conclusion that Taylor needs effective and efficient police support to foster and protect the success of such projects; and this in turn seems to make investment police salaries and benefits a wise path also.

Award: The Panel finds on Issue #3 (Wages - 7/1/96 to 6/30/97) that adoption of the Union's LBO more nearly complies with applicable Section 9 factors.⁴¹ The third year wage increase shall be an across-the-board increase of 4%.


Allen J. Kovinsky
Employer Delegate
CONCUR/DISSENT
Dated: 9/17/96


Elaine Frost
Impartial Chair
Dated: September 11, 1996


Michael Somero
Union Delegate
CONCUR/DISSENT
Dated:

⁴¹ The Chair concludes that the most important Section 9 criteria for resolution of Issue #3 are: (d) Comparison of the wages, hours and conditions of employment of employees... in comparable communities; and (h) Such other factors... which are normally or traditionally taken into consideration in... voluntary collective bargaining... (because the patrol unit is entitled to get back on course in its goal of reaching the average compensation officers in the comparable communities and because the City's LBO would change the wage structure under which the patrol unit and comparable communities have always worked).

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ISSUE 4. COMPENSATION DURING DISCIPLINE
(Article XXXVI Section 2(1)(7)L?)

* * * * *

Current

Contract: Article XXXVI, Section 2(L): The following guidelines shall apply for all department hearings, trial boards, and interrogations with the exception of Commander's Hearing.

1. The interrogation shall be conducted at a reasonable hour, preferably at the time when the employee is on duty, otherwise s/he shall receive compensation as provided by this agreement for hours worked.

City's

LBO: Add new subsection 2(L)(7): No officer shall receive compensation for attendance at hearing boards, commander hearings or arbitration hearings scheduled during non-working hours in instances where charges against said officer result in disciplinary action which is upheld.

Union's

LBO: Status quo.

Findings: At present, unit members are compensated for off-duty time spent attending commanders hearings, hearing boards (a full hearing before the three commanders) and arbitration. Since hearing boards and arbitration hearings are held during the day, officers assigned to other shifts are paid overtime for their attendance. (Officers are paid a minimum of 4 hours overtime for such attendance).

In a recent situation an officer appealed a written warning issued at the commander hearing to a hearing board and then to arbitration, and at all steps the discipline was upheld. The officers was paid 16 hours of overtime for attending the second two proceedings. Commander Cybert said this situation cost the Department \$125 in overtime. (Commanders hearings are held on the officers regular shift and so the overtime situation does not arise).

No contract language similar to what the City seeks exists in the comparable communities. The internal comparables reveal that the police command, AFSCME Locals 1917 and 1128 have language providing that disciplinary hearings will be conducted during the day, without loss of pay. Also, firefighters are compensated when it is necessary for an employee to attend during non-duty hours.

City's

Position: Under existing circumstances an officer issued a written warning can ask for two additional hearings and realize 16 hours of overtime although the charges are upheld. Cybert testified that this turns the disciplinary action a money making proposition rather than its being discipline.

Cybert also said they Department would withhold compensation for the time before the trial board and then for the time before arbitration, assuming it went that far, and then if in arbitration it were upheld, the Department would pay for the time. And similarly, if the trial board reversed the commanders decision they would be paid for that time at that point.

While the total economic benefit is somewhat in question, the City counters a claim that current language provides only a \$125 cost over five year. Instead it argues that the impact of this issue is far greater because it address a flaw in the contract which has allowed abuse in the past and exposes the Department to continued abuse if the situation is not contractually corrected by this Panel.

Union's

Position: External and internal comparables reveal no provisions similar to what the City here seeks, nor is there any evidence that the City is currently seeking similar changes from its other employee groups. It is also interesting to note that according to Commander Cybert, had this newly proposed contract language been in effect over the last five years, the City would have saved approximately \$125.

The Union concludes that the record lacks sufficient evidence to justify the modification of language which has remained unchanged for many years and which is consistent with contract language for other employee groups within the City.

Analysis: The Chair finds the single incident of supposed abuse of the present system insufficient to justify the modification the City seeks. Its claim of potential future "abuse" is not found justified on this record. Moreover, the Chair thinks that eliminating compensation for off-duty attendance at disciplinary hearings and arbitrations may well deter valid appeals, with officers perhaps being concerned that lengthy proceedings could result and could entail time without pay or with delayed pay for those hours.

Award: The Panel finds on **Issue #4 (Compensation During Discipline)** that adoption of the Union's LBO more nearly complies with applicable Section 9 factors.⁴² Article XXXVI, Section 2(L) shall remain unchanged.

Allen J. Kovinsky
Employer Delegate
CONCUR/DISSENT
Dated:

Elaine Frost
Impartial Chair
Dated: September 11, 1996

Michael Somero
Michael Somero
Union Delegate
CONCUR/~~DISSENT~~
Dated: **SEPT 16, 1996**

⁴² The Chair concludes that the most important Section 9 criteria for resolution of Issue #4 are (d) Comparison of the wages... in comparable communities (because neither the internal nor external employees have any such similar provisions for not being paid for off-duty attendance at disciplinary proceedings) and (h) Such other factors... which are normally or traditionally taken into consideration in... voluntary collective bargaining... (There is inadequate evidence of abuse of the current system and imposing no or deferred compensation for attending disciplinary hearings may deter legitimate appeals).

Cybert also said they Department would withhold compensation for the time before the trial board and then for the time before arbitration, assuming it went that far, and then if in arbitration it were upheld, the Department would pay for the time. And similarly, if the trial board reversed the commanders decision they would be paid for that time at that point.

While the total economic benefit is somewhat in question, the City counters a claim that current language provides only a \$125 cost over five year. Instead it argues that the impact of this issue is far greater because it address a flaw in the contract which has allowed abuse in the past and exposes the Department to continued abuse if the situation is not contractually corrected by this Panel.

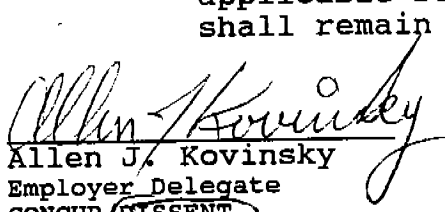
Union's


Position: External and internal comparables reveal no provisions similar to what the City here seeks, nor is there any evidence that the City is currently seeking similar changes from its other employee groups. It is also interesting to note that according to Commander Cybert, had this newly proposed contract language been in effect over the last five years, the City would have saved approximately \$125.

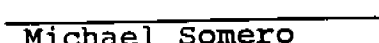
The Union concludes that the record lacks sufficient evidence to justify the modification of language which has remained unchanged for many years and which is consistent with contract language for other employee groups within the City.

Analysis: The Chair finds the single incident of supposed abuse of the present system insufficient to justify the modification the City seeks. Its claim of potential future "abuse" is not found justified on this record. Moreover, the Chair thinks that eliminating compensation for off-duty attendance at disciplinary hearings and arbitrations may well deter valid appeals, with officers perhaps being concerned that lengthy proceedings could result and could entail time without pay or with delayed pay for those hours.

Award: The Panel finds on **Issue #4 (Compensation During Discipline)** that adoption of the Union's LBO more nearly complies with applicable Section 9 factors.⁴² Article XXXVI, Section 2(L) shall remain unchanged.


Allen J. Kovinsky
Employer Delegate
CONCUR/DISSENT
Dated: 9/17/96


Elaine Frost
Impartial Chair
Dated: September 11, 1996


Michael Somero
Union Delegate
CONCUR/DISSENT
Dated:

⁴² The Chair concludes that the most important Section 9 criteria for resolution of Issue #4 are (d) Comparison of the wages... in comparable communities (because neither the internal nor external employees have any such similar provisions for not being paid for off-duty attendance at disciplinary proceedings) and (h) Such other factors... which are normally or traditionally taken into consideration in... voluntary collective bargaining... (There is inadequate evidence of abuse of the current system and imposing no or deferred compensation for attending disciplinary hearings may deter legitimate appeals).

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ISSUE 5. CIVILIAN DISPATCHERS

* * * * *

City's
LBO:

Add a new language to Article XXVII:

- a. The City shall have the right to employ full and/or part time non-uniform dispatchers. The civilian dispatchers shall perform duties directed by the command personnel. Said duties are to be confined to the dispatch function and associated responsibilities.
- b. Civilian dispatchers shall be compensated at an hourly rate equal to that negotiated by Taylor Police Cadets.

Union's
LBO:

Status quo.

Findings: Dispatch in Taylor has always been handled by a corporal although a patrol officer can be assigned to dispatch at Department discretion. Salary costs for a corporal are approximately \$38,000 per year.

Cadets have been available for dispatch per language in the last two contracts (Article XXXV A), and they are paid \$10 an hour.⁴³ Comparing the cost of five corporals at \$38,000 per year currently costs the City \$190,000 while five civilian dispatchers at \$20,000 a year each, results in a \$90,000 savings.⁴⁴ Therefore, it would cost close to \$100,000 less a year to staff the dispatch function with civilians.

Use of cadets or civilians as dispatchers would require training and the Department has no estimate on the cost of such training.

In the event of a move to civilian dispatchers, the corporal on each shift freed up from the radio would, according to the Department, increase staffing on the road. (This would not change the minimum staffing level nor reduce the maximum number of officers allowed off on discretionary leave).

Among the comparables, Dearborn, Dearborn Heights and Roseville employ civilian while Westland can hire up to nine full-time civilian dispatchers. (Cybert did not know how long the comparable communities have used civilian dispatchers, nor if those others Departments were originally created with civilian dispatchers).

⁴³ Since there are 12 cadets currently employed, the hiring of one or two others could cover the dispatch function if the Department so directed.

⁴⁴ These figures exclude the cost of benefits.

City's

Position: Use of civilian dispatchers would produce a dollar savings of about \$100,000 per year. And the change would increase the number of police personnel on the road, thereby improving public and police personnel safety.

The City counters the suggestion it use cadets for dispatch with the Chief's view that at 18 to 20 years old, they are too young and immature to handle dispatch. Further, the Chief hired Cadets "based upon the job requirements of a Cadet and not based upon the job requirements of a dispatcher."

Three of the four comparable cities employ civilian dispatchers only Westland and Taylor are without the contractual ability to hire civilians in dispatcher positions.

Union's

Position: Employing civilian dispatchers would increase Department costs by about \$100,000 (excluding roll-ins and benefits negotiated by the Union) per year and this proposal cannot, therefore, be justified as saving money.

Further, Cybert had no idea what the cost would be for training civilian dispatchers. And, there is no guarantee that use of civilian dispatchers would result in having another corporal or each shift assigned to the street.

Although the external comparables all use civilian dispatchers, testimony established that the City of Taylor has been using corporals (or senior patrol) as dispatchers for in excess of 22 years.

Furthermore, the City has the option to use cadets to dispatch. Many cadets have up to five years of service, they are routinely hired as patrol and are capable as patrol of carrying a gun and patrolling the streets. Clearly, young and immature policemen on the street should be of much greater concern than use of those same individuals as dispatchers. Nor is there anything in the record to indicate what the average age of the civilian dispatcher is among the comparables or that at a certain age a person automatically acquires the maturity to be a dispatcher. On the contrary, the Union would suggest that adequate training and supervision would enable an employee of any age to competently do dispatch work.

Analysis: The proposal to change staffing from sworn officers to civilian dispatchers would entail the City's hiring of at least five new employees at a cost of \$100,000 plus benefits plus training. Although this would increase the Department's cost, the cost for running the dispatch operation would be lowered \$90,000+ a year, due to the salary (and possibly benefit) differences between the civilian dispatchers and corporal wages, after transition and initial training periods, the Chair finds no reason why Taylor, like the police departments in the comparable communities would not have an efficient and less expensive dispatch system. That long-term cost savings is found a significant factor and it favors the City's plan, as does the comparability aspect.

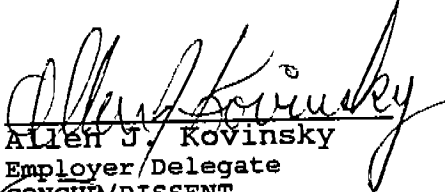
Also, the Chair thinks it wise and constructive to be able to add to the patrol system a highly skilled corporal each shift for what amounts to the cost of a civilian dispatcher. With


staffing lower than anyone wants in Taylor, this extra person per shift on the road is another significant factor, the one which the Chair finds decisive in causing her to conclude that the City's LBO should be adopted.


In reaching this conclusion the Chair has considered the contention that the Department could just use cadets, making any contractual change unnecessary. Although the Department clearly could use cadets, the Chair finds no basis for requiring the Department to do so.

Award: The Panel finds on **Issue #5 (Civilian Dispatchers)** that the City's LBO should be adopted.⁴⁵ New language shall be added to Article XXVII as follows:

- a. The City shall have the right to employ full and/or part time non-uniform dispatchers. The civilian dispatchers shall perform duties directed by the command personnel. Said duties are to be confined to the dispatch function and associated responsibilities.
- b. Civilian dispatchers shall be compensated at an hourly rate equal to that negotiated by Taylor Police Cadets.


Allen J. Kovinsky
Employer Delegate
CONCUR/DISSENT
Dated: 9/17/96


Elaine Frost
Impartial Chair
Dated: September 11, 1996


Michael Somero
Union Delegate
CONCUR/DISSENT
Dated:

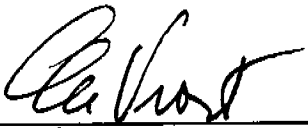
⁴⁵ Although this is a non-economic issue, the Chair notes that factors under Section 9 which support this conclusion are: (c) The interests and welfare of the public... (because an extra officer is placed on the road a cost substantially less than the Department would otherwise pay for one officer); (d) Comparison of the conditions of employment of employees... in comparable communities (because the comparable communities employee civilian dispatchers).

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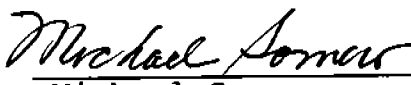
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Allen J. Kovinsky
Employer Delegate
CONCUR/DISSENT
Dated:


Elaine Frost
Impartial Chair
Dated: September 11, 1996


Michael Somero
Union Delegate
CONCUR/DISSENT
Dated: *SEPT. 16, 1996*

⁴⁵ Although this is a non-economic issue, the Chair notes that factors under Section 9 which support this conclusion are: (c) The interests and welfare of the public... (because an extra officer is placed on the road a cost substantially less than the Department would otherwise pay for one officer); (d) Comparison of the conditions of employment of employees... in comparable communities (because the comparable communities employ civilian dispatchers).

* * * * *

ISSUE 6. RESIDENCY (ARTICLE XXXVII, Section A & B)

* * * * *

Current

Contract: Article XXXVII Residency:

Effective with Council approval, newly sworn officers will be required to become residents of the City of Taylor within one (1) year of becoming a sworn officer. The present seven cadets will be exempt from this provision.

City's

LBO:

Add new language to Article XXXVII:

- a. Effective September 6, 1988, newly sworn officers will be required to become residents of the City of Taylor within one (1) year of becoming a sworn officer.

Add new subsection to Article XXXVII:

- b. Officers whose date of hire is prior to August 16, 1988, but who are currently residents of the City shall maintain their residency during the term of employment.

Union's

LBO:

Add new language to Article XXXVII:

Effective 7/1/96, newly sworn officers will be required to become residents of the City of Taylor within one (1) year of becoming a sworn officer. If residency requirements are declared invalid by subsequently enacted legislation, this provision shall be rendered null and void.

Findings: On September 6, 1988 Taylor City Council approved residency based upon terms negotiated with the patrol bargaining unit. Newly sworn officers would be required to become residents of Taylor within one year, but officers hired prior to September 6, 1988 would not be required to maintain City residency.

Presently all full-time City employees are covered by some form of residency requirement. AFSCME Locals 1128 and 1917 are required to be residents by City Charter. TGM&AEA (management personnel),⁴⁶ Fire Fighters,⁴⁷ Police Command,⁴⁸ and Police Patrol employees are all required to varying degrees by contract to reside within the City.

⁴⁶ These managerial employees hired prior to 1985 can live wherever they choose and those hired after January 1, 1985 must live in the City unless the Mayor gives them permission to live elsewhere.

⁴⁷ Firefighters have similar language to the patrol contract: those hired before 1988 are grandfathered and allowed to live outside of the City and those hired afterwards are required to live within the City.

⁴⁸ Officers hired after February 1, 1990 who become command officers must reside in Taylor unless given permission by the Mayor to live elsewhere. Command officers earlier than 1990 hired may live wherever they choose.

Personnel Director John Delo testified that he assumed every patrol officer and hired after 1988 resides in the City and knew nothing to the contrary. He also agreed he was unaware of any enforcement of the residency requirement since 1988, and he had no idea of Police Chief Bonner's position on enforcement. (But Delo agreed he had heard something to effect that Bonner was not enforcing residency).

Chief Bonner is not a Taylor resident.⁴⁹ Corporal David Boardman, the Local Vice President, testified without that rebuttal that the Chief knows some officers supposed to live in the City do not and said he would not enforce residency. Boardman added that there is an address on all City paychecks, that roughly 50% to 60% of the 25 to 30 employees hired since 1988 live outside the City, and that the Chief was aware that one individual on the Downriver mutual aid SWAT team (the only early response team) lives in Manchester.

Part B of the City proposal requires officers hired prior to August 16, 1988, and thereby grandfathered into the ability to live wherever they chose, who are currently Taylor residents to continue Taylor residence. (None of the other unionized City employees, uniformed or non-uniformed, have language such as this limiting the scope of previously grandfathered employees. Nor has the City sought such limiting language for any of the other units).⁵⁰

External comparables reveal that Dearborn, Roseville, and Westland currently have no residency requirements. Dearborn Heights has a City residence requirement but allows bargaining unit members to reside anywhere they like after fifteen years of service. Roseville has a City residence for those hired after July 1, 1985 and before that has limitations as to nearby counties.

The record also noted that a piece of legislation to eliminate residency requirements throughout the State has recently passed the State Senate and is scheduled to go to the House for a vote.

City's

Position: The reasons for requiring residency of police officers hired after September, 1988 and of those hired before that date but who presently reside in Taylor, are multiple. First, the close proximity of officers in instances of emergencies is critical: the fact that in a given moment they're living this close to the airport with major highways, railroad lines running through the City.

⁴⁹ The Chief works under a personal services contract and necessarily has permission from the Mayor to live outside the City.

⁵⁰ It appears, however, that during the current firefighter negotiations the City's package will include language akin to the Article XXXVII B proposal.

Delo also explained that the officers living within the community tend to have a calming effect on a community; their presence gives a sense of added security and avoids the stigma conjured up by police officers who control a population where they work and then go home to some other community. And officer residents tend to participate in things such as the DARE program and their residency permits citizens, especially kids, to see that cops are people who live in the community, engendering respect for the police and community. Moreover, officers are well paid and professional which has a socioeconomic uplifting effect; police, as do all City employees, tend to care more about the community and take greater pride in their property. Delo also pointed out that Taylor is a good place to live and one looking forward to great residential expansion with two new subdivisions scheduled to be built and people actively competing for condominium spaces in the City.

Memorializing the September 6, 1988 under Article XXXVII A simply specifies the date residency began, and avoids contests such as that filed by an individual firefighter arguing that the date changes with each successive contract.⁵¹ And, the patrol Union's position on this Issue (ie 7/1/96) must be rejected because it would provide amnesty to nonresident officers who violated a provision of their hire to become a City resident within one year. It would be totally unfair to forgive them and grant contractual approval of their violations while denying the City enforcement of its negotiated residency provision. Nor is the City somehow culpable because it trusted its employees and did not investigate non-residency. (The City adds that Police Chief Thomas Bonner cannot change contract provisions for the City).

Next, adding Article XXXVII B would provide a justified and legitimate change for all the reasons which make residency a desirable requirement. This proposal is designed to assure a safer more pro-police atmosphere for all Taylor citizens.

Union's

Position: Over the past eight years no Police Department and has been required to comply with the residency requirement and Chief Bonner has on more than one occasion publicly announced he would not enforce residency. In reliance on these assertions, bargaining unit members have continued to reside anywhere they pleased. Now, the City wishes to whipsaw the officers by asking the 312 Panel to create a requirement that reaches back to 1988 and has the potential of uprooting the families of approximately one-third of the bargaining unit. The Union believes a better solution is to establish a residency requirement with an effective date that is prospective, and so its proposal is to add the July 1, 1996 date.

In the City's Section B proposal, requiring grandfathered employees now living in Taylor to remain residents, is totally unjustified. It could potentially uproot those individuals and it is not supported by the internal comparables with other City employees, nor by the external comparables in other communities. There is no justification whatsoever, comparable or otherwise, to create a residency requirement for employees who were grandfathered more than eight years ago.


Analysis: Competing dates of September 6, 1988 and July 1, 1996 are proposed as the effective date of the present residency provisions in Article XXXVII. As to choosing an effective


⁵¹ In that litigation one firefighter argued that the effective date of residency was 1991 under the 1991-94 contract instead of 1988 when it was negotiated. Delo stressed that the Firefighter Union did not contest the City's position that the language intended the 1988 date.


date, the Chair finds neither of the proposals persuasive.⁵² As to the 1988 date when residency came into effect there is the inconsistent and Department-condoned practice of allowing officers to live outside the City despite contract language requiring their residency. Whether or not that 1988 date is enforceable by the City in court or grievance arbitration, the Panel Chair is persuaded that it would be unwise to add it now to the contract and in effect make a judicial or arbitral type of decision as to those competing considerations. The Chair also thinks that the Union cannot avoid dealing with the same types of problems by adding a date which is eight years after the point residency was implemented. On balance the Chair thinks there is no persuasive rationale to allow either party to prevail and so concludes that the language should be left as written.

The second City proposal (to add Article XXXVII, Section B) would eliminate the grandfathered status of employees currently permitted to live wherever they choose. There is no similar provision for other City bargaining units or for those of comparable communities such that employees once exempted from a residency requirement subsequently had their exemption diminished. Unusual or even unique contract modifications can, of course, take place. But in this case the Chair finds nothing on this record to support modification of the grandfathered status other than the City's general desire for officer residency. And this desire and the factors which generally support that view, exited back in 1988 when the exemption for then current employees was carved out; the Chair finds no evidence to merit a change in that earlier reached arrangement.

Award: The Panel finds on **Issue #6 (Residency)** that Article XXXVII shall remain unchanged.⁵³


Allen J. Kovinsky
Employer Delegate
CONCUR/DISSENT
Dated:


Elaine Frost
Impartial Chair
Dated: September 11, 1996


Michael Somero
Union Delegate
CONCUR/~~DISSENT~~
Dated: SEPT. 16, 1996

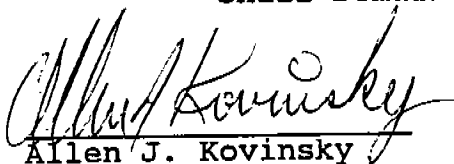
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Allen J. Kovinsky

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CONCUR/DISSENT

Dated:

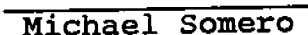
9/17/96



Elaine Frost

Impartial Chair

Dated: September 11, 1996



Union Delegate

CONCUR/DISSENT

Dated:

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* * * * *

ISSUE 7. ASSIGNMENT OF EIGHTH SPECIAL OFF DAY
(Article XIII, Section 2 (A)(1))

* * * * *

Current

Contract: ARTICLE XIII SECTION 2: HOURS OF EMPLOYMENT

A(1) A sworn officer shall indicate to the shift commander his desired off day within the first seven (7) days of each twenty eight day duty cycle or it will be assigned.

City's

LBO: Replace Article XIII 2(A)(1) with the following:

In each 28 day duty cycle an officer shall receive eight (8) scheduled leave days as may be assigned by management.

Union's

LBO: Status quo.

Findings: All Department employees assigned on the 28-day operational cycle receive eight off days.⁵⁴ Seven of these are assigned by the Department (these are regularly scheduled leave days) and the eighth day off is known as a "special off day" ("SOD"). SODs can be selected by the employee under Article XIII, Sec. 2(A)(1).⁵⁵

Commander Cybert explained that SODs have existed for at least the 22 years, and that they originated when officers worked a seven-day rotating schedule, afternoons to midnights. Cybert said SODs were premium days allowing officers working the rotating schedule to take a day off each cycle, but when the Department changed to permanent shifts,⁵⁶ it failed to eliminate SODs from the contract.

As this presently works, the Department issues the schedule for the cycle showing each officers' regularly scheduled leave days along with a designate number for each shift of the officers who may be off for selected leave days.⁵⁷ After the designated number of officers take leave days, no one else will be permitted to take a leave day if their absence would pull the

⁵⁴ Any one assigned to patrol functions receives SOD days, including command officers as well as bargaining unit members.

⁵⁵ The Department posts schedules three months in advance and officers are allowed to select their SODs within 7 days of each 28-day cycle.

⁵⁶ Permanent shifts are bid by officers by seniority at three month periods. (Cybert said the move to permanent shifts took place "several contracts ago.")

⁵⁷ Officers can take SODs as well as other selected leave days such as vacation, personal days or comp time. But only SODs have the employee advantage of being usable when that absence causes the shift below minimum staffing and so requires overtime.

shift below minimum.⁵⁸ But by the SOD practice, an officer may use a SOD day in such a situation, (ie the SOD can add one to the designated number allowed off).⁵⁹

Cybert noted that officers are sometimes permitted to change their selected SODs, later than 7 days into the cycle, but in such cases an officer would not be allowed to take a changed SOD day if its use puts the shift below minimum.⁶⁰ (The use of a second SOD day on a shift is also disallowed if it drawn the shift to more than one below minimum).

Cybert explained that those cases where the use of a SOD day triggers the need to pay overtime to maintain minimum staffing creates the problem which is addressed by the City's LBO. Cybert estimated that 50% of the SODs taken result in the payment of overtime.⁶¹ (Cybert had, however, no statistical data to confirm that SODs created overtime 50% of the time). Cybert also said that if there were contract language disallowing a SOD absence in addition to the designated number of people allowed off on the shift, when that use of a SOD would draw the shift below minimum, then the problem addressed by the City's LBO would not exist. Cybert also said that if staffing levels were generally higher, with two more people on a shift, we would not increase the designated allowable leave days and use of SODs wouldn't create an overtime situation.⁶²

⁵⁸ The Chair notes that it is undisputed that determining minimum staffing levels and determining the number of employees who may take discretionary leaves on each shift are levels to be determined by the Department.

⁵⁹ For instance, minimum manpower on days consists of five one-man cars with three officers inside (one of these the dispatcher). So there are eight guys working at the minimum level for any given day. If there are 12 assigned to work, two are on their regular leave day, so that drops the shift from 12 to 10. Then the City allows for two guys to be either off on a comp day, a vacation day, a SOD day. So you allow the minimum level to drop back down to eight. But if a 5th officer asks for a SOD day, that would bring you below minimum level and, according to the practice, this SOD day must be granted even though that officer could not have taken another type of leave to get that day off.

Minimum manpower on afternoons consists of two double cars, plus four single cars plus three inside for a total of 11. Starting with 19 officers scheduled to work, 5 are on their regular leave day, so the shift drops to 14. If the designated numbers of allowable leave are set for two, the shift would fall to 12 and even with a SOD use the minimum staffing would be present. But if the designated number is three (assuming 3 officers take selected leave), the shift falls to 11. And then a SOD use puts the shift one below minimum staffing.

⁶⁰ Sometimes, however, Cybert said the taking of a change SOD day is allowed to happen even when it takes the shift one below minimum and creates overtime. But he also said he did not think many of the command officers would allow them to change it, except in unique or emergency type situations.

⁶¹ Many contingencies can cause a shift to go below minimum which have nothing to do with use of SODs. Thus, the number permitted off on any given shift might be over-generous or there might be absences due to illness or other emergency situations which cause officers not to work as scheduled.

⁶² Cybert stressed that the schedule is not created with the object of taking each shift down to minimum. At the same time, however, in order to allow officers to take leave time to which they are entitled, the Department allowed as many officers as it can to take leave without drawing shifts below minimum.

City's

Position: SOD scheduling is a throw back to a time when officers worked a seven-day rotating schedule from days-to-afternoons-to-midnights. Although the reason for the SODs was eliminated, the City and Union failed to remove SOD enabling wording from the contract. Since SOD scheduling can result in shifts being one person below minimum staffing, SOD scheduling which brings a staff below minimum requires that an officer be called in on overtime. Elimination of this overtime expense (triggered in about 50% of the cases where SODs are taken), would save the City approximately \$84,000 per year, and this cost cannot be justified in light of the fact that the original reason for SODs no longer exists.

In addition, the City points out that SOD scheduling is unique to Taylor among the comparable communities and as compared to the scheduling of any City employees other than those working on the patrol shifts.

Union's

Position: Current contract language has been in effect for years and City claims it should now be eliminated to simplify scheduling and circumvent overtime is unproven and unjustified. Thus, no statistical support shows that about 50% of SODs result in payment of overtime. Moreover, testimony indicates that the Employer has been relatively lax in this regard to enforcing the 7-day advance notice of SODs, and that this has routinely allowed employees to change their SOD day requests at the last minute, sometimes resulting in an overtime situation. But he acknowledged that the Department could deny a SOD day in those circumstances and thus the Department has absolute control over these matters should it decide to exercise it. Further the Department has absolute control over the minimum number of officers required to work each given shift and the maximum number of officers it will allow off (beyond the scheduled leave days). Effective management is the answer not the modification of contract language which has been in effect for the past 22 years.


Analysis: Each 28-day cycle one SOD may be taken at the officer's discretion. An officer can exercise a SOD to go one above the maximum designated number of officers allowed on leave on a given shift, and if that SOD exercise happens to take the shift below minimum staffing, overtime will result from that SOD use. (But if scheduled staff is great enough, taking the shift one above the maximum designated number of officers permitted on leave will not take the shift below minimum staffing).


It follows that SODs are frequently taken without drawing shifts below minimum, but the Department estimates that 50% of the time their use does trigger overtime. The Department, therefore, seeks to eliminate SODs to lower overtime expense. The Chair is not, however, persuaded by this justification.

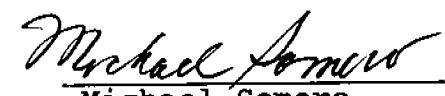
First the Chair finds unclear the extent of the overtime expense due to the use of SODs and, therefore, the extent of the savings the Department could accomplished through their abolition. Next, SODs offer significant value to the bargaining unit members in the form of a premium, discretionary leave day which can be taken when other types of leave can not. Further, the practice has existed for at least 22 years and has prevailed, through several collectively bargained contracts, while the present, permanent shift arrangement has been in

effect. Finally, due to the Panel ruling on Issue #5 (Civilian Dispatchers), the Department has an extra available corporal per patrol shift, without any increase in minimum staffing (or need for the Department to designate more than the numbers it now allows for officer leave days). This should provide a staffing cushion so that fewer SODs will force a shift into overtime.

Award: The Panel finds on Issue #7 (Special Off Days) that the Union's LBO will be adopted. Article XIII 2(A)(1) covering SODs shall remain unchanged in the contract.⁶³


Allen J. Kovinsky
Employer Delegate
CONCUR/DISSENT
Dated:

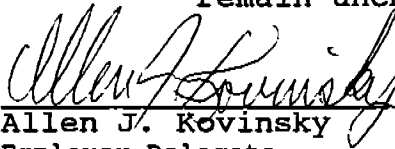

Elaine Frost
Impartial Chair
Dated: September 11, 1996


Michael Somero
Union Delegate
CONCUR/~~DISSENT~~
Dated: SEPT. 16, 1996

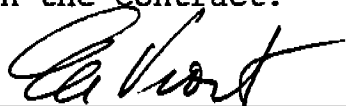
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CONCUR/DISSENT
Dated:

9/17/96


Elaine Frost
Impartial Chair
Dated: September 11, 1996


Michael Somero
Union Delegate
CONCUR/DISSENT
Dated:

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MICHIGAN EMPLOYMENT RELATIONS COMMISSION
ACT 312 ARBITRATION

In the Matter between:

CITY OF TAYLOR

No. D94 A-0101
Chair: Elaine Frost

-and-

POLICE OFFICERS LABOR COUNCIL

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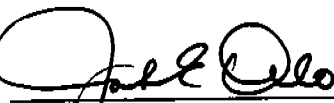
HEARING STIPULATIONS

The parties stipulate as follows:

1. Timeliness - statutory time limits are waived to the extent consistent with the dates and schedules set forth in the Hearing Report, dated January 12, 1996.
2. The Panel has Jurisdiction to hear all issues placed before it.
3. 1994-1997 Contract will consist of:
 - A. Act 312 Panel resolution of all issues before it;
 - B. Tentative Agreements placed on the 312 record;
 - C. Provisions of the 1991-1994 Contract to the extent changed by A and B.
4. Comparables are:
 - 1) Dearborn
 - 2) Dearborn Heights
 - 3) Roseville
 - 4) Westland
5. Duration of contract: July 1, 1994-June 30, 1997 (three years).

not

CITY OF TAYLOR



BY:
Dated:

POLICE OFFICERS LABOR COUNCIL



BY:
Dated: 1-12-95

City of Taylor

DEPARTMENT OF PERSONNEL

23555 Goddard Road • Taylor, Michigan 48180 • (313) 287-6550

JOHN E. DELO
DIRECTOR

CAMERON G. PRIEBE
MAYOR

April 12, 1996

Ms. Elaine Frost
871 Beaconsfield Avenue
Grosse Pointe Park, Michigan 48230

Re: Last Best Offer

Dear Ms. Frost:

The enclosed represents the revised City of Taylor's "Last Best Offer" on the ten issues before the Arbitration Panel. The City and P.O.L.C. have met and resolved issues which were disputed in my communication of February 26, 1996. Those issues without the greater than sign (>) are issues already agreed upon or otherwise resolved. Items with the greater than sign (>) are properly before the panel.

A. Union issues:

1. Article XVI Vacation Section 1(D)
(Revised wording) "Cadets shall receive ten (10) work days vacation with pay after one year; fourteen (14) work days vacation with pay after five years".

[Issue 1 has been agreed upon by Union and City]

2. Article XXXV Section A: Cadets
(New Subsection) (1) Salary Adjustment

- > a. Salary increase for Cadets for contract year 7/1/94 to 6/30/95, retroactive to 7/1/94 - 4%
- > b. Salary increase for Cadets for contract year 7/1/95 to 6/30/96 - 0%
- > c. Salary increase for Cadets for contract year 7/1/96 to 6/30/97 -

2.5% or State permitted S.E.V. increase to a maximum of 4.0%, whichever is greater.

3. Article XX Section 2(B): Dental Benefits

(Revised wording)The City shall continue to provide a paid dental insurance rider for Class I, II and III full family coverage (employee, employee's spouse, and children through age 19 or 22 if full time student) which provides the following:

- a. Class I, preventive and diagnostic services and emergency palliative treatment and radiographs - 100%; the balance of Class I benefits - 60% annually.
- b. Class II, prosthodontics - 60% annually
- c. Class III, orthodontics - 50%, with a \$2,000 lifetime maximum per eligible person. The orthodontic age limitations are waived for eligible subscribers, spouses and dependent children.
- d. Class I and II benefits shall have maximum benefit level of \$600 per person per year.

[Dental benefit changes have been agreed upon by Union and City]

4. Article XXII Section 1: Salary Schedule

- > a. Salary increase for Patrol Officers and Cadets for contract year 7/1/94 to 6/30/95 which shall be retroactive to 7/1/94 - 4%
- > b. Salary increase for Patrol Officers and Cadets for contract year 7/1/95 to 6/30/96 - 0%
- > c. Salary increase for Patrol Officers and Cadets for contract year 7/1/96 to 6/30/97 - 2.5% or State permitted S.E.V. increase to a maximum of 4.0%, whichever is greater.

5. Corporals with ten (10) years of service:

\$.50 per hour increase. [Union and City have agreed to the withdrawal of this issue.]

6. Article XXIII Section 5 Uniform and Equipment Allowance:

Vest replacement/reconditioning

(New Section 5) "The City shall reimburse Patrol Officers the sum of \$250.00 every five (5) years for vest reconditioning or credit toward replacement of said vest".

[Union and City have agreed to terms regarding the vest issue]

7. Article XXII: Retroactivity of Wages

[The Union and City agree that wage rates shall be retroactive to 7/1/94]

8. Article XXI Section 1: Local District Court Time

[Union and City have agreed to status quo on Article XXI Section 1]

Article XXI Section 3: Court or Legal Proceedings Out of the City

Employees who are off duty and are required to appear in Courts or legal proceedings not now available in the City will receive a minimum of four (4) hours' pay at the employee's current hourly straight time rate of pay, with the exception of civil cases instituted by police officers. A.M. and P.M. appearances at court or legal proceedings will be treated as separate appearances.

A. An employee required to be in courts or legal proceedings of separate jurisdictions on the same days shall not be compensated for more than eight (8) hours at the employee's current hourly straight time rate of pay.

B. Signing of Police Complaints: Employees required to sign complaints at courts or prosecutor's office within the City will be compensated for two (2) hours at the employee's current hourly straight time rate of pay.

[The Union and City have agreed upon revised language]

> 9. ARTICLE XXXVI SECTION 2(L): Compensation During Discipline
(New subsection (7) No officer shall receive compensation for attendance at hearing boards, commander hearings or arbitration hearings scheduled during non-working hours in instances where charges against said officer result in disciplinary action which is upheld.

10. Article XX Section 2(D): Medicare
(New last paragraph) If said retired officer shall become eligible for Medicare, the member shall enroll in the Medicare Part A and Part B programs which shall be the primary provider. The City shall provide the retiree, the retiree's spouse and their children as defined in the plan with Complementary Coverage substantially equivalent to that described in Section 2(A) at no additional cost to the retiree, upon enrollment in Medicare. Medicare Part B costs shall be reimbursed by

the Pension Plan with the monthly pension distribution. In the event changes in the laws regulating Medicare result in a charge for Part A, the City will reimburse the retiree the amount charged for Part A.

[Issue 10 has been agreed upon by the Union and City]

11. **Article XIII Section 2(A)(8)**
(New Section) The City may as it deems necessary and/or appropriate, establish a flex-time shift of a (40) hour work week consisting of (4) four days at ten (10) hours per day. Said shift shall be a bid shift pursuant this article. The flex shift shall be staffed and maintained in the same manner as other shifts. The creation of said flex shift shall have no impact upon minimum staffing of other shifts.

[Issue 11 has been agreed upon by the Union and City]

12. [The issue of part time officers has been withdrawn by the City]
13. **Article XXVI Section 3 and 4 Auxiliary Citations**
(Add wording to end of Section 3 Paragraph 1) The City will terminate and hereafter eliminate the creation of any unit which would permit the performance of any work previously assigned to and a part of the duties of members of the bargaining unit, except as enumerated herein.

(Add wording to Section 4 beginning of last paragraph) Auxiliary police shall be authorized to issue citations for violation of fire lane and handicapped parking ordinances. Further, auxiliary police officers may be assigned to house checks, business checks, church related events, school checks and in emergency situations at the discretion of the municipality without regard to the above ratios.

[Union and City have agreed upon wording]

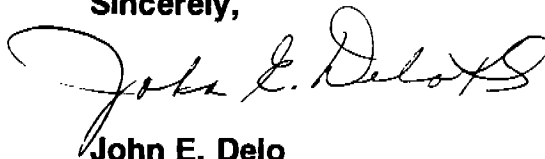
- > 14. **Article XXVII (New Article)**
- a. The City shall have the right to employ full and/or part time non-uniform dispatchers. The civilian dispatchers shall perform duties directed by the command personnel. Said duties are to be confined to the dispatch function and associated responsibilities.
 - b. Civilian dispatchers shall be compensated at an hourly rate equal to that negotiated by Taylor Police Cadets.
15. [The issue related to polygraph examination has been withdrawn by the City]

- 16. [The issue related to maximum suspensions has been withdrawn by the City]
- 17. [The issue related to Commanders Hearing Discipline has been withdrawn by the City]
- > 18. Article XXXVII Section A and B: Residency
 - a. (Revised) Effective September 6, 1988, newly sworn officers will be required to become residents of the City of Taylor within one (1) year of becoming a sworn officer.
 - b. (New Section) Officers whose date of hire is prior to August 16, 1988, but who are currently residents of the City shall maintain their residency during the term of employment.
- > 19. ARTICLE XIII SECTION 2(A)(1)
(Replace subsection with the following wording) In each 28 day duty cycle an officer shall receive eight (8) scheduled leave days as may be assigned by management.
- 20. ARTICLE XIII SECTION 4
(Reword) Longevity pay will continue in addition to the salaries set forth above and shall be \$4.00 for each month of continuous service with the City of Taylor.

If you or any Panel member should have any question related to these issues please feel free to contact me either at my office (313/374-1369) or at home (313/292-5503).

On behalf of the City of Taylor I do thank you for your time and energy in these matters.

Sincerely,



John E. Delo
Director of Personnel

/ks

AGREEMENT

between

THE CITY OF TAYLOR

and

TAYLOR CORPORALS'/DETECTIVES'/PATROLMEN'S/CADETS'

ASSOCIATION

1991/1994

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ARTICLE I

THIS AGREEMENT, entered into this 2nd day of June, 1992 effective July 1, 1991, between the City of Taylor and the TAYLOR CORPORALS', DETECTIVES', PATROLMEN'S AND CADETS' ASSOCIATION, REPRESENTED BY THE MICHIGAN FRATERNAL ORDER OF POLICE LABOR COUNCIL, whose representation includes Patrolmen, Corporals and Detectives of the City of Taylor Police Department (herein after called the Association). Effective March 21, 1983 said Association's representation shall also include Police Cadets.

WITNESSETH

That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:

ARTICLE II

PURPOSE

SECTION 1:

The parties hereto have entered into this Agreement pursuant to the authority of Act 379 of the Public Acts of 1965, as amended, to incorporate understandings previously reached, and other matters, into a formal contract; to promote harmonious relations between the Municipality and the Association in the best interest of the community; to improve public police service; and to provide an orderly and equitable means of resolving future differences between the parties.

SECTION 2:

The City of Taylor, a Municipal Corporation of the State of Michigan, recognizes the Association as the exclusive bargaining agent relative to salaries, hours of employment, and various other conditions of employment for all employees in the contract unit.

SECTION 3:

This agreement shall be binding upon the parties hereto, their successors and administrators.

SECTION 4:

"MUNICIPALITY" shall include the elected or appointed representatives of the City of Taylor, Wayne County, Michigan.

"ASSOCIATION" shall include the officers or representative and members of the Taylor Corporals', Detectives', and Patrolmen's Association, represented by the Michigan Fraternal Order of Police Labor Council.

"CONTRACT UNIT" as used above refers to all employees in the Police Department who come under the provisions of the Civil Service for Police Departments, Act 78, Public Acts of 1935 as amended and all state acts concerning Police Cadet Programs.

"EMPLOYEE" shall mean the members of the Taylor Police Department

holding the rank of Corporal, Detective, Patrolman, and Cadet.

"SWORN OFFICER" shall mean the members of the Taylor Police Department holding the rank of Corporal, Detective and Patrolman.

"CADET" shall mean the members of the Taylor Police Department holding the position of Cadet.

ARTICLE III

RESPONSIBILITY OF THE MUNICIPALITY

SECTION 1:

The Municipality, through the Mayor and Chief of Police, has the sole right to manage the Police Department, including the right to maintain order and efficiency.

SECTION 2:

- A. The Municipality has the sole right to hire, lay off, assign, transfer, and promote employees in accordance with Act 78; to discipline, including discharge for cause according to Act 78 and all other acts which are applicable to the Cadet program.
- B. In all cases of permanent transfers within a classification, from one division to another within the department, the City shall give consideration to any sworn officer who may request such a transfer. Permanent openings in bureaus or units lasting longer than thirty (30) days will be posted for ten (10) days allowing sworn officers the opportunity to submit their name and qualifications. Management reserves the right to make emergency assignments during the posting period. However, the final determination as to the sworn officer to be transferred shall lie solely with the City and shall not be subject to either complaints under Act 78 or grievance under the terms of this collective bargaining agreement. This paragraph shall not be applicable to police cadets.
- C. The City and Association agree that assignments shall not be based solely on age, sex or race.

SECTION 3:

- A. The Association recognizes other rights and responsibilities belonging solely to the Municipality prominent among which, but by no means wholly inclusive, are the rights to determine the location or number of stations, the manner in which work is to be performed, the type of equipment they are to use, schedules to be worked, and assignments of their duties. In no case will cadets be assigned outside police facilities.
- B. The association recognizes the right of the Municipality to make reasonable rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operation of the Municipality's Police Department and to require compliance therewith by the employees. The

Association reserves the right to question the reasonableness of the Municipality's rules or regulations for sworn officers through the grievance procedure, and through the arbitration procedure hereinafter provided, or through procedures provided in Act 78 of Public Acts 1935, as amended. A cadet's grievance will be processed as outlined under Article VI of this Agreement.

SECTION 4:

IT IS UNDERSTOOD AND AGREED that any of the powers and authority the Municipality had prior to the signing of this Agreement are retained by the Municipality, except those specifically abridged, deleted, or granted by this Agreement.

SECTION 5:

This Article or Section shall not abridge any rights granted by law to the Association.

SECTION 6:

Cadets shall not be covered by any of the provisions allowed by Act 312 nor will they be allowed to strike.

ARTICLE IV

UNION ACTIVITIES

SECTION 1:

Employees and their Association representatives shall have the right to join the Association, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection, to express or communicate any view, grievance, complaint or opinion related to the conditions or compensation of public employment of their betterment, all free from any and all restraint, interference, coercion, discrimination or reprisal, except through or by legal proceedings.

- A. There will be no discrimination in regard to employment in order to encourage or discourage membership in the labor unit.
- B. The Department shall not discriminate against an employee because he has given testimony or taken part in any grievance procedures or other hearings, negotiations, or conferences as part of the labor organization recognized by this agreement.

SECTION 2:

- A. The President and authorized contract negotiating committee of the contract unit shall be afforded reasonable time during working hours, without loss of pay, to attend contract negotiation meetings. The Association contract negotiating committee will include not more than three members and the President of the Association. Overtime or compensatory time will not be paid for committee members or the President attending such meetings during non-duty hours.

- B. The President and the authorized grievance committee chairman of the contract unit shall be afforded reasonable time during working hours without loss of pay to process grievances with the Municipality, and all other functions required in the administration and enforcement of the Agreement. Further, the President of the contract unit shall be permanently assigned to the day shift unless otherwise mutually agreed upon.

SECTION 3:

The Association shall have the right to select an individual to act as steward on each shift. The steward shall be available to the employees on each shift for the receipt of grievances. However, neither the receipt of grievances nor the processing of the grievances by said steward shall interfere with the operations of the department. If the steward receives permission from either the Chief of Police or the officer in command, he may discuss said grievance during the shift with either the affected employee or the Chief or the officer in command, provided permission is first obtained and does not interfere with the day to day activities of the department.

The Association shall provide the Chief of Police with a list of authorized shift stewards. The City will give the Association prior notice of transfer of a shift steward.

SECTION 4:

The Municipality agrees to grant the necessary and reasonable time off without discrimination or loss of pay for the authorized number of delegates to which the Association is entitled, to attend the State Lodge Annual Convention and the National Convention.

These paid leaves are to be for a period of no longer than three (3) days, except in the case of National Convention provided, where possible, seven (7) days written notice is given the Chief of Police or his designee.

SECTION 5:

The Association shall be provided a suitable bulletin board to be located in the Police Department Squad Room for the posting of Association notices, or other materials. Such board shall be identified with the name of the Association, and the Association may designate the persons responsible therefor.

SECTION 6:

The Association may schedule meetings on City of Taylor facilities insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the department.

SECTION 7:

At any time when the number of Cadets equals 25% of the total bargaining unit, Cadets will then form their own separate unit.

ARTICLE V

AGENCY SHOP - CHECK OFF - UNION SECURITY

SECTION 1:

The Municipality shall not enter into any agreements with its employees individually or collectively, or with any other organization which in any way conflicts with the provisions hereof.

SECTION 2:

All employees hired on or after the signing of this Agreement by the parties and as a condition of continued employment by the Employer shall, either:

- A. Sign and deliver to the Employer an assignment authorizing deduction of membership fee and regular dues commencing with completion of thirty (30) day period from the date of hire.
- B. It is understood the Association will represent these employees during their probationary period for hours, wages, and conditions of employment. However, terminal actions shall not be subject to the grievance procedure during the probationary period.
- C. Those employees who are currently on the payroll and who have completed the period mentioned above and who are not members of the Association must cause to be paid to the Association a representation fee equivalent to the initiation fee and dues of the Association by authorizing the deduction of such in writing within 30 days of the date of this Agreement, whichever is later; or,

In the event that any employee shall fail to comply with either of the three (3) preceding sub-paragraphs, the Employer, upon receiving a signed statement from the Association indicating the employee has failed to comply therewith, shall immediately notify said employee that his/her services shall be discontinued within 30 days of the date of said notice. The refusal of any employee to contribute fairly to the cost of negotiation and administration of this and subsequent agreements is recognized as just and reasonable cause for termination of employment.

SECTION 3:

The Employer shall forward to the Association all dues and representation fees deducted from the employees pursuant to the authorization within 30 days after such deduction has been made, together with a list of the names of those employees for whom the deductions have been made.

ARTICLE VI

RESOLUTION OF DISPUTES AND ARBITRATION

SECTION 1:

- A. A dispute shall mean a complaint by the Association and/or an employee or group of employees based upon an event, condition or circumstance under which an employee works which is allegedly caused by violation or misinterpretation of any of the provisions of this Agreement, or any unfair, inequitable, or unjust treatment.
- B. The primary purpose of the procedure set forth in this Section is to secure, at the earliest possible level, equitable solutions of complaints or grievances. Both parties agree that proceedings under this Section shall be kept as informal and confidential as may be appropriate.
- C. It shall be the firm policy of the Employer to assure to every employee an opportunity to have the unobstructed use of this resolution of disputes procedure without fear of reprisal or without prejudice in any manner to his/her employment status.

SECTION 2:

- A. All disputes taken up with the immediate supervisor within thirty (30) days after the aggrieved or the Association acquires knowledge of the incident giving rise to the dispute shall be entitled to consideration.
- B. An employee having a dispute shall first take the matter up with his/her immediate supervisor except in those occasions when the alleged grievance is against the immediate supervisor, wherein those grievances will be filed with the next higher officer in the chain of command, in writing, with or without the employee's Association Representative present, at the employee's option. If the dispute is not settled to the satisfaction of all concerned within ten (10) working days, the dispute shall be submitted to STEP TWO of the procedure.
- C. STEP TWO: If a satisfactory settlement is not reached in STEP ONE (B), the employee may, within five (5) days (excluding Saturdays, Sundays and holidays) file the complaint in writing to the Chief of Police, or his designee of a higher rank than involved in Step One, for review. The Chief of Police, or his designee of a higher rank than involved in Step One, shall furnish a written answer within ten (10) days (excluding Saturdays, Sundays and holidays).
- D. STEP THREE: If a satisfactory settlement is not reached in STEP TWO, the Association may submit the matter to the Director of Personnel of the City of Taylor or his designee within five (5) days (excluding Saturdays, Sundays and holidays), following receipt of the Chief of Police's written disposition of the dispute. The Director of Personnel or his designee shall, upon receipt of the dispute, make written disposition of the same within ten (10) days (excluding Saturdays, Sundays and holidays).
- E. STEP FOUR: In the event the dispute, when involving a sworn officer, is

not settled in STEP THREE, the Association, through its secretary or president, shall have 30 days in which to invoke arbitration where arbitration is required.

In the event the dispute, when involving a Cadet, is not settled in STEP THREE, the Association shall have 30 days in which to file the dispute with the Police and Fire Civil Service Commission. The decision of the commission shall be final and binding. The Commission may not add to, subtract from, change or amend any terms of this Agreement and shall only concern itself with interpretation and application of the terms of this Agreement.

Arbitration involving sworn officers may be invoked only in the following manner:

(1) Notice to the other party within 30 days after receipt of the disposition at STEP THREE of intent to submit the issue to arbitration. Following such notice of intent to arbitrate, the parties shall attempt to select an arbitrator to arbitrate the disputed issue or issues.

(2) In the event the parties have not mutually selected an arbitrator within 10 days of the date of notification of intent to arbitrate, the Association will request a panel of seven (7) arbitrators from the FMCS. Each party will strike three (3) arbitrators and assign a numerical preference for the remainder. Each party will return their list to the FMCS and the FMCS will notify the parties which arbitrator has been selected. The decision of the arbitrator shall be final and binding on all parties.

The arbitrator may not add to, subtract from, change or amend any terms of this Agreement and shall only concern himself with interpretation and application of the terms of this Agreement.

The expense of such impartial arbitrator shall be borne equally by the City and the Association. However, in those cases where settlement is made prior to arbitration which results in a billing, the full cost shall be borne by the party requesting cancellation of arbitration.

In those arbitrations involving discipline or discharge of an officer, the arbitrator shall determine if the discharge or discipline is for just cause. He may review the penalty imposed and is empowered to determine if the penalty is appropriate or unduly severe and he may modify it accordingly. The arbitrator shall have authority in discharge and discipline cases to order payment of back wages and compensation for officers which the officers would have otherwise received. The arbitrator may, in his discretion, deduct compensation, if any is earned elsewhere in the period in question, which compensation is attributable to the discharge, suspension or layoff period in issue and which would not have been earned otherwise.

Upon receipt of any request for arbitration, each party shall select a party to represent them on the Board of Arbitration. The representative of the parties shall have advisory capacity. Each party shall notify the other party in writing of such appointment.

(3) Any dispute not appealed from a decision in one of the steps of the

above procedure to the next step, as prescribed, shall be considered dropped.

(4) In those cases wherein the City has failed to answer any step or steps of the grievance procedure on two or more occasions within the time limits as set forth in this Agreement without obtaining an extension, that grievance will be automatically granted.

(5) Any step or procedure compliance within a specified time can be extended by mutual agreement of the parties, which agreement, if made other than before an arbitrator, shall be in writing. If made before the arbitrator, may be verbal, but shall be noted as part of the minutes of all proceedings involving the grievance.

(6) The grievance procedure provided in this Agreement shall be supplementary or cumulative to other procedures and remedies afforded employees by State and Federal law.

(7) In terminal actions where the Association chooses to defend the employee involved, the actions will be started in STEP TWO of the above grievance procedure.

(8) It is agreed between the parties that in cases involving discipline for more than 10 days, or discharge, they may be appealed to the Public Act 78 Commission. All other grievances may be appealed to arbitration.

(9) Sub-paragraphs 3, 4, 5, 6, 7 above shall apply to all employees. Sub-paragraphs 1, 2, 8 above shall not apply to Cadets.

ARTICLE VII

SENIORITY

SECTION 1:

Seniority and its application shall be governed by the provisions of Act 78, Public Acts of 1935, as amended, and all applicable Acts governing Police Cadet Programs.

SECTION 2:

The promotional test for corporal will be administered every January for patrolmen who will have five (5) years seniority anytime during the current calendar year. patrolmen who pass the test will be promoted to probationary corporal on their fifth anniversary date. officers who fail the test or decline the promotion must rewrite the next annual exam in order to be promoted.

SECTION 3:

An employee shall lose his/her seniority for the following reasons:

- A. S/he quits and or s/he quits and is reinstated at a future date.
- B. S/he is discharged and the discharge is sustained.

- C. S/he is absent for three (3) consecutive working days without notifying the employer, unless it is impossible to do so. After such absence, the employer will send written notification to the employee at his/her last known address, that s/he has lost his/her seniority and his/her employment has been terminated.
- D. S/he does not return to work when recalled from layoff.
- E. Failure to return from sick leave or leaves of absence.
- F. S/he retires
- G. Terminations under Act 78 or State Acts governing Cadet programs.
- H. S/he no longer is in the Cadet program.
- I. In the application of the provisions of this article, due consideration will be given to extenuating circumstances.

ARTICLE VIII

MAINTENANCE OF CONDITIONS

SECTION 1:

Wages, hours, benefits, and conditions of employment in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in benefits as a consequence of execution of this Agreement, unless specifically altered or reduced by the written terms of this Agreement.

SECTION 2:

The Municipality will make no unilateral changes in wages, hours, benefits, and conditions of employment during the term of this Agreement, contrary to the provisions of this Agreement.

SECTION 3:

This Agreement shall supercede any rules and regulations, ordinances, resolutions, acts or orders of the Municipality insofar as the same would be inconsistent or conflict in any way with the Agreement.

ARTICLE IX

LEAVE OF ABSENCE

SECTION 1:

All leaves of absence must have prior approval of the employer. Any employee desiring a leave of absence from his employment shall apply in writing to the employer for consideration. The granting or denial of a leave of absence shall not be the result of, or in any way caused by, punitive action, and shall be the result of just and sufficient cause and reason. Denials of leaves of absence shall not be arbitrary or capricious. And in the case of denial of leave of absence, the party requesting said

leave is entitled to the reasons for said denial.

SECTION 2:

The maximum leave of absence shall be 90 days and may be extended for periods not to exceed 90 days each. Permission for extension shall be secured according to the same procedure as the initial leave was requested.

SECTION 3:

Leaves of absence for trial periods for other employment or for employment of any kind during the leave may be the basis for termination of the employee's seniority if the employee has not been granted permission to take a leave of absence for any of the above reasons.

SECTION 4:

The employee must make suitable arrangements for paid premiums for continuation of insurance and pension premiums prior to the leave being granted. Further, the employee must remain in good standing with the Association during the leave period. Seniority for the purposes of vacation and holiday pay provided in this Agreement will not accumulate to the employee nor will other benefits be made available during extended leaves of absence, unless suitable arrangements have been made by agreement between the parties prior to taking said leave.

Officers on leave of absence will not receive bonus days or educational bonus for the year in which the leave occurs. Any officer who works a full calendar year will receive bonus day credit for that year even though it would be paid in the following year.

SECTION 5:

Inability to work because of proven illness or injury shall not result in loss of seniority rights.

SECTION 6:

Provisions provided by Act 78, and all State Acts governing Police Cadet Programs, shall also prevail in this section where not inconsistent with the terms of this Agreement.

SECTION 7:

- A. Whenever an employee shall become pregnant, she shall furnish the City with a certificate from her physician stating the approximate date of delivery and the length of time she may continue to work.
- B. She shall be permitted to continue to work in accordance with her physician's recommendations, providing the employer has suitable work available. Sick leave days may be used for the time her physician has recommended the employee be off the job.
- C. An employee who is an expectant mother will be granted a leave of absence under the provisions of Section 2 of this article.

D. The provisions for the granting of maternity leaves of absence shall be governed by existing state and federal laws and Section 2 of this article.

ARTICLE X

DURATION

SECTION 1:

This agreement shall be effective the 1st day of July, 1991 and shall remain in force and effect to and including June 30, 1994.

SECTION 2:

The parties agree that commencing not later than April 1, 1994 they will undertake negotiations for a new agreement for the succeeding period.

SECTION 3:

In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this agreement shall remain in full force and effect pending agreement upon a new contract.

ARTICLE XI

PHYSICAL EXAMINATIONS

SECTION 1:

The employer may, at its expense, provide each sworn officer an annual physical examination including, but not limited to, chest x-ray and electrocardiogram, sigmoidoscopic, and blood tests. Drug testing will be included in annual physical examinations. After a verification test those employees testing positive will be sent out for evaluation and possible rehabilitation. Such examination shall be scheduled as nearly as possible on the anniversary date of the employee's last physical examination. Further, such examination may be scheduled in a manner which will assure the sworn officer that he shall neither be required to suffer a diminution in pay or use his own free time for the physical examination.

SECTION 2:

The parties agree that the employer shall have the right to name the physician for the examination, provided that it shall have on the eligible lists of physicians, both doctors of medicine and doctors of osteopathy.

SECTION 3:

A copy of the examination will be provided to the personal physician of the officer if the officer shall so indicate to the employer his desire to do so, in writing, either prior to the examination or within ten (10) days thereafter.

SECTION 4:

The employer also reserves the right to require an employee to be examined by physician(s), or other members of the medical profession to determine if an employee is suitable for properly performing his/her duties as a police officer or police cadet.

The employee, at his/her option, may meet with the City, with an Association representative present, prior to the examination.

ARTICLE XII

EMPLOYEE PENSION

SECTION 1:

Upon retirement, the officer shall receive a regular retirement pension payable throughout the officer's life of two and one half percent (2½%) of the officer's Final Average compensation multiplied by the first twenty-five (25) years of service credited to the officer plus one percent (1%) of the officer's Average Final Compensation multiplied by the number of years, and fraction of a year, of service rendered by the officer in excess of 25 years. Final Average Compensation is the average of the three (3) years of highest annual compensation received by an officer during his ten (10) years of service immediately preceding his retirement or leaving service.

SECTION 2:

During the life of this Agreement, the pension provisions of Public Act 345, as amended, will remain in full force and effect.

Sworn officers will pay employee contributions of seven percent (7%) as required for pension coverage and use the best three (3) of the last ten (10) years for final average compensation.

SECTION 3:

A. Pensions for sworn officers who began employment with the City prior to May 30, 1992 will be based on FAC as listed below. Final Average Compensation shall not be subject to negotiation and/or Act 312 arbitration in any future contracts until February 1, 2017. The Association agrees not to seek other pension improvements in bank caps, years of service, percentage multiplier, military service or any other directly related pension benefit for the same period of time. This provision shall not be applicable to demands for wages, longevity, increases in current sick leave, vacation and/or holidays.

(1) Final Average Compensation as referred to above includes:

- (a) Base wage
- (b) Overtime pay
- (c) Holiday pay
- (d) Vacation time earned and/or unused
- (e) Bonus and sick days not to exceed capped bank plus current, if any
- (f) Longevity pay
- (g) School or degree pay
- (h) Compensatory time

B. Officers whose employment with the City began on or after May 30, 1992 shall have their pension computed on base wages only. This provision shall not be subject to negotiation, mediation, fact finding or the provisions of Act 312 of the Public Acts of 1969, as amended for a period of twenty-five (25) years terminating on June 1, 2017. Should this provision be deemed contrary to law and be made the subject of negotiations prior to February 1, 2017 the City and/or Union shall have the right to negotiate and/or arbitrate if necessary, Final Average Compensation and the factors utilized in computation of Final Average Compensation for all employees Section 3 notwithstanding.

C. Final payout will be made within 30 days of retirement.

ARTICLE XIII

PAID FOR TIME - LUNCH TIME - LONGEVITY PAY

SECTION 1:

All employees covered by this Agreement shall be compensated for all time spent in the service of the Municipality. Time shall be computed from the time the employee actually commences work and he shall be paid for all time worked until he is released from duty. The above provision does not apply to training time during the probationary period.

SECTION 2: HOURS OF EMPLOYMENT

The work schedule of the Police Department shall continue to be five (5) eight (8) hour work days for a total of 40 hours each week "except that time in excess of 40 hours per week which is created solely by the double-back due to the 28 day scheduling now being practiced, shall not be compensated at overtime rates of pay".

A. Sworn officers assigned to a patrol bureau shift platoon shall work steady shifts (days, afternoons, overlap, and midnights) based on bids by rank seniority every four (4) months effective January 1, 1983.

Probationary officers shall not be subject to shift bid by rank seniority until the next bid following completion of their probation.

(1) A sworn officer shall indicate to the shift commander his desired off day within the first seven (7) days of each twenty eight day duty cycle or it will be assigned.

(2) All regular work shifts shall consist of eight (8) hours; there shall be no split shifts unless required under emergency conditions as declared by the Governor of the State of Michigan, or for adherence to the employer's commitment to any mutual aid pacts. The City will make every effort to not schedule split shifts.

(3) In those cases where the City requires an employee to stand by, this time will be counted as time worked and compensation for this time will be governed by other provisions in the contract.

(4) The City may, as it deems necessary, staff an overlap shift in addition to the present schedule of three shifts.

(5) In cases of emergency or economic necessity, the City shall have the right to deviate from the aforementioned platoon scheduling provided advance notification is given to the Association and the rights under Article XXXIV shall apply. (The department and the Association may at any time agree to change said schedule).

(6) Regarding all other units or bureaus other than patrol, the Association recognizes the need for flexible hours but reserves the right to question the reasonableness of changes.

(7) Regarding Cadets, the Association recognizes the need for flexible hours but reserves the right to question the reasonableness of changes through the grievance procedure.

SECTION 3:

Employees shall be allowed one-half ($\frac{1}{2}$) hour lunch period during the eight (8) hour shift. Said lunch period shall be paid for by the City. Further, employees shall be allowed two (2) ten (10) minute rest periods within an eight (8) hour shift.

Any employee who is required to work beyond twelve (12) or more consecutive hours shall be paid an additional three dollars (\$3.00) as meal allowance and receive an additional one-half ($\frac{1}{2}$) hour paid lunch period.

SECTION 4:

Longevity pay will continue in addition to the salaries set forth above and shall be \$3.00 for each month of continuous service with the City of Taylor.

- A. Longevity pay to be paid each employee on, or the nearest payday after December 1st of each year.
- B. In the event an employee dies, retires, or resigns, he, his heirs, or beneficiaries shall receive his longevity pay calculated to the time of separation and will be compensated at that time.

SECTION 5:

Overtime pay shall be paid to employees of the Police Department for all work in excess of eight (8) hours worked on their regularly scheduled work day or work days under the present work schedule. Such overtime shall be paid at the rate of time and one-half which, for the purposes of this Agreement, shall be deemed to be the annual salary of such employee as set forth in this Agreement, divided by 2,080 hours.

- A. Employees called in to work during non-scheduled hours shall be paid at the rate of time and one-half for all non scheduled hours worked.
- B. A sworn officer may have the choice of applying overtime he worked to compensatory time at the straight time hourly rate at which it was earned.
- C. The maximum compensatory time which may be accumulated is sixty (60) hours; this may be accumulated by 40 hours of overtime at time and one half, or 60 hours of straight time, that is court time, or any combination thereof.
- D. A sworn officer may have the choice of applying overtime he worked to compensatory time at the rate of time and one-half for each hour worked.
- E. All overtime must be submitted to the Chief of Police on forms provided and signed by the Supervisor directing overtime employment.
- F. The Chief of Police shall cause a list of overtime assignments to be maintained so as to insure equal opportunity for overtime among eligible officers and cadets.
- G. Refusal by an employee to accept overtime at the time it is offered shall cause such employee's name to be placed at the bottom of the overtime list, except when the employee is deemed non-eligible.
- H. SWAT Team members may be used for drug raids without regard to normal overtime rotation.

SECTION 6:

Employees called back to work after they have completed their work day or who are called back on a normal off day shall be paid for all such work at the rate of time and one-half, not to be less than four (4) hours' pay.

SECTION 7: REPORTING TIME

Employees reporting for work for their regularly scheduled tour of duty who are sent home and told to report back to work for another shift shall be paid at the rate of a minimum of four (4) hours' reporting time allowance. This section shall not apply in cases of emergency.

SECTION 8:

- A. Shifts starting between 7:00 p.m. and 5:00 a.m. are midnight shifts and premium of thirty-five cents (35¢) per hour shall be paid.
- B. Shifts starting between 10:30 a.m. and 7:00 p.m. are afternoon shifts and a premium of twenty-five (25¢) per hour shall be paid.

ARTICLE XIV

PAY PERIOD

SECTION 1:

Payday shall be Thursday of each week for the hours worked in the preceding week. In the event Thursday shall be a holiday, payday shall be the preceding day.

ARTICLE XV

EMPLOYEE INJURIES

SECTION 1:

If an employee is unable to perform his/her regular duties as a result of an on or off duty accident, illness or other cause, the employee, if reasonably possible and at management's discretion, will be provided with such duties as s/he is capable of performing. An employee working under these conditions shall not be entitled to overtime if it involves bumping another employee.

SECTION 2:

If an employee is completely disabled from an on-the-job event or while off duty and acting in the capacity of his oath of office and cannot perform any departmental duties, the employee shall be relieved of his duties and will receive from the Municipality his current base pay and the continuance of the current medical and life insurance plans until retirement under Act 345 or death, whichever comes first. Whatever the employee receives from Workers' Compensation will be deducted from his current base pay by the Municipality, however, in no case shall an employee receive less in the combination of Workers' Compensation benefits and pay from the Municipality than that which he would have earned had s/he been on the job at that time. The parties recognize that the provisions of Act 345 are not applicable to Cadets.

ARTICLE XVI

VACATIONS

SECTION 1:

It is mutually agreed between the City of Taylor and the Association that vacations shall be determined on a calendar year basis. It is further mutually agreed that all new employees shall receive credit for vacations on a prorated basis for the first year. For each quarter, or portion of that quarter of that first year the employee has worked, he or she shall receive credit for twenty-five percent (25%) of their yearly vacation to be used in the following calendar year. In computing the correct amount of days, four (4) hours or less shall not be applied; more than four (4) hours shall entitle the employee to one days' vacation.

Sworn officers shall be eligible for annual vacations with pay on the following basis:

- A. After one (1) year, and through five (5) years' service, fourteen (14) work days vacation.
- B. After five (5) years, and through ten (10) years' service, twenty-one (21) work days' vacation.
- C. After ten (10) years and over of service, twenty-eight (28) work days' vacation, plus one (1) added work day vacation for every year in excess of fifteen years of service.

- D. Cadets shall receive five (5) work days' vacation with pay after one year; ten (10) work days' vacation with pay after two years.
- E. An employee must have worked 1,000 hours in the previous calendar year. Hours worked shall include, union business, vacation days, holidays and compensable injury days.

SECTION 2:

The vacations to be split upon request of the officer and approval of the Chief of Police.

SECTION 3:

Employees shall be afforded a reasonable time to designate their preferred vacation periods. Selection shall be based on rank seniority.

- A. The department head shall be responsible for posting the vacation list and it shall be the responsibility of each employee to make his or her request for vacation time based on rank seniority by shift and division.
- B. The maximum amount of vacation time which may carry forward from one calendar year to the next will be 48 days, not to include the current year. Any employee having vacation days in excess of 48 at year end shall receive a cash payment for said days at the hourly rate in effect at that time. The cash payment will be made no later than the second pay period of February of the following year.
- C. Illness certified by a doctor's certificate occurring during an employee's scheduled vacation period shall not be charged against vacation time, but shall be charged against sick leave time. Holidays shall not be charged against vacation time.
- D. All officers shall make long term vacation (of six [6] days or longer) bids based on rank seniority within two (2) weeks of the posting of shift schedules for each bid shift period. The Department will attempt to afford each employee a vacation based on his/her preference, but in the event that it is not reasonable to do so, vacation preferences of the individual employees shall be based upon rank seniority within each classification.
- E. In the event an employee has already selected a vacation time and prior to the vacation, said employee has changed either his shift or transferred to a new position, the employee's selection shall be honored by the department as it had been previously approved, unless it would be unreasonable to do so, in which event the employee shall be allowed to select a new vacation period.

SECTION 4:

If requested, and upon giving a reasonable notice to the Chief of Police, an employee shall be given his vacation pay the payday prior to his earned vacation.

- A. No employee shall be entitled to vacation pay in lieu of vacation without the express approval of the Chief of Police except upon

retirement or severance of employment.

ARTICLE XVII

SICK LEAVE

SECTION 1:

- A. A sick leave cash account will be established for each employee. Hours in the sick bank prior to 7/1/84 will be converted to cash using the pay rate in effect on 6/30/84 for the officer's current rank. Sick time accumulated between 7/1/84 and 3/3/87 will be credited at the pay rate in effect on 3/3/87, including all retroactive raises and COLA. Effective 3/4/87 sick cash banks will accrue at the employee's current rate of pay as per the contract language. Employees who have sick leave days accumulated shall not be disciplined for the proper use of sick leave.
- B. Sworn officers will earn additional cash account credit for each month s/he works at least five (5) full days. The sworn officer's account will be credited by one and one half (1½) days at his/her current hourly pay rate for each month worked as defined above. Sick days taken will be paid at the current rate of pay and deducted from sworn officer's credit balance. Sworn officers shall be permitted to charge sick time in increments of four (4) hours. Cadets will continue to receive one (1) day sick leave credit per month. For purposes of this section, the following days shall be considered to be days worked: vacation days, days off on approved union business, paid holidays and paid funeral leave days and days paid for on-the-job injuries only.
- C. Each February 1st, all cash balances in excess of \$22,000 will be paid out to the employees. In addition, employees may request and receive a cash payout for balances in excess of \$4,000 once a year with a minimum requested payout of \$1,000. This payment will be made no later than the second pay period after the request. A statement of each employee's year end cash account balance will be issued no later than April 1st.
- D. An officer will be allowed to apply his excess equivalent of 60 days to provide for early retirement provided that written notice is given to the Chief of Police of his desire to do so prior to January 1st of each year. If the employee chooses to retire early, s/he will then be allowed to accumulate the equivalent of 220 sick leave days with the equivalent of 60 of these days allotted for early retirement. It is also understood that an employee who retires early under this option will be considered retired for all purposes and will not accrue seniority.
- E. Cadet sick banks will be converted to cash in the same manner as police officers. Cadets shall be paid for their unused previous year's sick leave accumulation each February 1st. A Cadet may receive pay for the cash equivalent of five (5) days upon written request to the Chief of Police.

SECTION 2:

- A. An employee shall be entitled to charge accumulated sick leave credit

for illness or injuries not occurring on duty.

(1) The employee shall to the extent possible, inform a superior officer or the Chief of Police far enough in advance of his/her tour of duty to enable a replacement.

(2) Management reserves the right in those cases where a pattern of sick time use is evident, to first require the employee to appear for a warning/counseling session and secondly, in those cases involving the use of more than five (5) days where a pattern exists, management reserves the right to require the employee to be examined by a physician.

(3) A doctor's certificate may be required to be submitted to the Chief of Police for extended illnesses exceeding five (5) days.

B. An employee, subject to the approval of the Chief of Police may be allowed to charge sick leave days for immediate family illnesses or injuries on an emergency basis where the welfare of the spouse or children are involved.

(1) Approval may be granted by the employee's superior officer until his supervisor or the Chief of Police can be contacted.

SECTION 3:

In the event an employee dies, retires, or resigns, his or her beneficiaries or heirs shall receive compensation or a sum equivalent to his/her accumulated sick leave credits.

SECTION 4:

If a sworn officer is absent no more than five (5) days due to illness in a calendar year, s/he shall receive an additional six (6) days' pay as a bonus or six (6) days paid leave at the sworn officer's option. If a sworn officer elects a leave, it must be taken by year end, otherwise, the cash will be paid out by February 1st of the following year. Failure to report off work and/or an unexcused absence shall be charged as a sick day for sick bonus purposes. The employer reserves the right to approve the days or shifts taken off. Approval not to be unreasonably denied.

SECTION 5:

If an employee so elects, after all accrued sick leave is used, vacation leave may be used and payment made therefore, to the extent of vacation leave accrued to which the employee is entitled as of such date.

SECTION 6:

Whenever an employee shall have exhausted all of his/her sick leave, the Association may make a written request to have its members work and donate time to the sick employee's time. The City shall not take active opposition to said request and shall facilitate any members working pursuant to same and any members of the Collective Bargaining Unit who are qualified, may work in the place of and instead of said ill employee until a final determination is made as to whether he is to be carried as permanent disabled and, if so, the other provisions of this contract, the ordinances, and charter shall take effect.

SECTION 7

When a sworn officer receives his last check for illness or non duty disability, he will be placed on leave without pay or other benefits provided in the Agreement, for a period not to exceed one (1) year or his seniority, whichever is less. If, at the end of that time, said officer is still unable to return to work, his employment shall be terminated in accordance with existing policies, rules, regulations, statutes, and ordinances.

ARTICLE XVIII

BEREAVEMENT LEAVE

SECTION 1:

An employee shall be entitled to five (5) consecutive days (actual work or non work days) without loss of pay per funeral, to make preparation for and attend the funeral and burial of an immediate member of his/her family. An immediate member of the family for this purpose shall be deemed to be: a spouse, son or daughter, step-children, parent or parent-in-law, brother, sister, brother-in-law or sister-in-law, grandparents or grandparents-in-law, and step-parents, step-sisters, or step-brothers, step-grandparents and grandchildren.

- A. Added days may be requested and granted by approval of the Chief of Police and if over five (5) days, credits are to be taken from bonus, compensatory or vacation leave days.
- B. A death in the employee's immediate family as defined in Section 1 occurring during the employee's scheduled vacation period shall not be charged against vacation time, but shall be charged against bereavement leave.

ARTICLE XIX

HOLIDAYS

SECTION 1:

A. Sworn Officers

Holidays with pay at the regular rate shall be New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Easter, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve.

B. Cadets

Holidays with pay at the regular rate shall be New Year's Day, Good Friday, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve.

SECTION 2:

Employees who do not work the holiday will not receive any additional pay.

SECTION 3:

An employee who is scheduled to work on a holiday through normal rotational period or cycle will be paid time and one-half (1½) in addition to his/her holiday pay.

SECTION 4:

An employee who is not scheduled to work on a holiday but is called in as a replacement to work on a holiday and works, will be paid double time (2) in addition to his/her holiday pay.

SECTION 5:

In order to be eligible for holiday pay, an employee must work his or her last scheduled day of work before the holiday or his/her scheduled day after the holiday.

If an employee has been laid off prior to or on the holiday, he or she shall not be eligible for holiday pay.

ARTICLE XX

INSURANCE

SECTION 1:

The Municipality shall provide for each employee life and accident insurance of \$50,000 with double indemnity if s/he dies in the line of duty or while acting in the capacity of a police officer's office. The City agrees to furnish for each employee a sickness and accident insurance of \$100.00 weekly benefits for twenty-six (26) weeks. The premium cost shall be paid by the Municipality.

The Municipality agrees to pay the premium cost on a life insurance plan of \$4,000 for each Cadet with \$8,000 for accidental death.

- A. The Municipality will provide each employee a copy of the insurance certificate, and the employee will provide the Municipality with the name of the beneficiary and any changes in either case.

SECTION 2:

- A. The City agreed to continue and pay premium costs for hospitalization and medical insurance benefits, including a paid \$2.00 co-pay drug rider and an F.A.E. rider. Said coverage will include the employee, the employee's spouse, and their children as defined in the plan. The City shall continue this coverage through Michigan Blue Cross and Blue Shield, or an equivalent thereof subject to the provisions of this Article.
- B. The City shall continue to provide a paid dental insurance rider for Class I and II, full family coverage (employee, employee's spouse, and children through age 19 or 22 if full time student) with \$600 maximum per person per year through Delta Dental Insurance or an equivalent thereof. The insurance carrier shall pay 60% of incurred expenses as defined in the plan. The City shall provide coverage for Class III

Orthodontic Benefits with a lifetime maximum of \$1,000 per person as defined within the plan. The insurance carrier shall pay 50% of incurred expenses as defined within the plan.

- C. The Municipality will provide the employees with insurance certificates, benefits, riders, identification cards, etc. provided by the insurance.
- D. The Municipality shall continue to provide paid medical-hospitalization coverage after retirement, until death, or until the sworn officer of his own accord, leaves the F.O.P. Lodge or is employed elsewhere. Prescription Drug coverage will be provided for officers who retire after May 30, 1992.
In the event a sworn officer dies while on duty or while acting in the capacity of his/her oath of office, the City shall provide continued medical coverage as defined in this Section to the unremarried spouse and children (up to 18 years old) of the deceased officer. This coverage shall continue until the spouse remarries or until the deceased officer would have otherwise normally retired.
- E. The dental, F.A.E. riders herein provided for shall not be applicable to retirees.
- F. The City shall provide for each employee and eligible members of the employees' family an optical plan. The plan in general provides that every employee, spouse, and all dependent children under the age of 19 an optometric refraction and glasses, if needed, once every two (2) years. The plan details the types of frames and lenses available.
- G. In the event a change in the present insurance carrier is desired, such change shall not take effect without the mutual investigation and consent of the parties hereto. In the event the parties do not agree, the City shall not have recourse to the grievance arbitration procedure.
- H. Association members and retirees who elect not to be covered by the medical insurance program will receive a monthly cash payment of \$100.00. The above will not apply to officers or retirees whose spouse is an employee or retiree of the City or who are eligible to be covered by any other City paid medical insurance. Anytime after waiving such coverage, the employee or retiree may resume medical coverage subject to the normal waiting period.
- I. If an active Association member or retiree's spouse is employed by the City or retired from the City only one of them will be eligible for medical coverage. The active employee will be covered by the insurance of the retired spouse. If the insurance benefits should be improved or reduced in the future, the retiree will retain the benefits in effect at the time of retirement.
- J. Only natural children or legally adopted children will be eligible for medical, prescription drug, dental, and optical coverage.
- K. The City may elect to have retiree medical insurance premiums paid from the pension fund.

SECTION 3:

Retirees shall be eligible to participate in the aforesaid optical and dental programs. The present cost and future increases in the cost of said programs shall be borne by and be the exclusive responsibility of each retiree. Payment by the retiree for said programs shall be accomplished by either deducting the applicable amounts from the retiree's pension payments, or by direct payment from the retiree to the City on or before the first of each month in advance or before any other date of each month which may be designated by the carrier.

Optional retiree paid dental and/or optical coverage must be elected at time of retirement. Any retiree who does not elect this coverage at retirement will be ineligible to enroll at a later time. Any retiree who enrolls in retiree paid dental or optical coverage and drops the coverage will be forever ineligible for re-enrollment.

ARTICLE XXI

COURT TIME

SECTION 1:

Employees who are off duty and required to appear in Municipal Court will be paid on the basis of actual time spent or a minimum of four (4) hours' pay at their straight time hourly rate or four (4) hours' compensatory time.

- A. In the event the employee must appear twice in one day for court, once in the A.M. and again in the P.M. s/he will be allowed an added four (4) hours for the second appearance, subject to the approval of the Chief of Police.
- B. If the employee fails to appear as set forth above, s/he shall forfeit an equal number of hours of compensatory time. Absence due to certified sick time shall be a valid excuse and no penalty shall apply.

SECTION 2:

An employee who is scheduled to work and who, during the course of his shift is required to appear in court and whose appearance extends beyond the end of his shift, shall be compensated at the rate of time and one half for the actual hours worked beyond the end of the shift. Employees required to be in court within two (2) hours of their starting scheduled work duties shall be compensated at the rate of time and one half. Said employees shall not be eligible under the provisions which are applicable for court appearances for pay.

SECTION 3:

Court or Legal Proceedings Out of the City:

Employees who are off duty and are required to appear in Courts or legal proceedings not now available in the City will receive a minimum of eight (8) hours' pay at the employee's current hourly straight time rate of pay, with the exception of civil cases instituted by police officers.

- A. An employee required to be in courts or legal proceedings of separate jurisdictions on the same days shall not be compensated for more than eight (8) hours at the employee's current hourly straight time rate of pay.
- B. Signing of Police Complaints: Employees required to sign complaints at courts or prosecutor's office within the City will be compensated for two (2) hours at the employee's current hourly straight time rate of pay.

SECTION 4:

Valid proof of appearance by signature of the Judge or his Clerk, or Court Officer on the notice to appear, or the officer in charge at the Police Station on forms provided, must be submitted to the Chief of Police in advance for payment as agreed.

SECTION 5:

An employee who is required by the City to be out of the City overnight will be provided with funds for reasonable expenses for meals, lodging and transportation, and will suffer no diminution of pay.

A. The employee shall substantiate the spending of these funds.

SECTION 6:

A. In the event a sworn officer is required by summons to serve as a juror in any court or legal proceedings, s/he shall be considered as working his/her normal tour of duty without loss of pay, leave time, or vacation. The officer may at his/her option choose to work his/her regularly scheduled shift if possible and be paid his/her current straight time hourly rate. This provision shall not be applicable to an officer who serves as a juror on a non-scheduled work day.

ARTICLE XXII

SALARY SCHEDULE

SECTION 1:

- A. A general increase of four percent (4%) of base wages retroactive to July 1, 1991.
- B. A general increase of four percent (4%) of base wages, effective July 1, 1992.
- C. A general increase of four percent (4%) of base wages, effective July 1, 1993.
- D. The above will not apply to Cadets because their wage rates are addressed in Article XXXVI.

SECTION 2:

| | <u>7/1/91</u> | <u>7/1/92</u> | <u>7/1/93</u> |
|-----------|---------------|---------------|---------------|
| CPL/DET | \$35,771.18 | \$37,202.03 | \$38,690.11 |
| 39 Months | 34,695.67 | 36,083.50 | 37,526.84 |
| 30 Months | 32,837.73 | 34,151.24 | 35,517.29 |
| 18 Months | 27,122.10 | 28,206.98 | 29,335.26 |
| 12 Months | 25,779.46 | 26,810.64 | 27,883.06 |
| 6 Months | 25,110.51 | 26,114.93 | 27,159.53 |
| 3 Months | 24,441.56 | 25,419.22 | 26,435.99 |
| Start | 23,772.61 | 24,723.52 | 25,712.46 |

ARTICLE XXIII

UNIFORM AND EQUIPMENT ALLOWANCE

SECTION 1:

The Municipality agrees to continue to furnish each sworn officer at initial hiring a complete uniform(s), service revolver, and other needed equipment.

The Municipality agrees to furnish initial uniform issue to Police Cadets. The Municipality agrees to replace these uniforms when needed.

SECTION 2:

The Municipality agrees to continue a uniform clothing allowance for sworn officers at a nearby uniform company of the Municipality's choice, allowing for a spring and fall allowance to purchase replacement uniform clothing.

A. \$125.00 in the spring and \$125.00 in the fall, totaling \$250.00 per year.

SECTION 3:

The Municipality agrees to allow \$350.00 in cash to be paid to sworn officers as follows: \$175.00 the first payday in May and \$175.00 the first payday in September.

SECTION 4:

Sworn officers such as members of the detective bureau who are required to wear civilian clothes shall also receive the above allowance in cash from the Municipality.

XXIV

TRADING OF ASSIGNMENTS

SECTION 1:

Subject to departmental manpower requirements, sworn officers shall be permitted by approval of their respective command officers, to voluntarily trade work shifts or leave days on a day for day basis, rank for rank, excluding probationary patrolmen, or trading from bureau to bureau.

Change between different ranks may be approved by division commanders or a higher ranking officer.

XXV

SAFETY, HEALTH, WELFARE AND EDUCATION

SECTION 1:

The Association Safety Committee Chairman or his designee and the Police Department Chief or his designee, who shall be a member of the command unit, will attend the City of Taylor's monthly Safety Committee

meetings, and will have the power invested in the membership of that committee as defined in the Safety Committee's by-laws.

Employees attending these meetings will suffer no diminution in pay.

SECTION 2:

The written safety code shall contain the following safety regulations, to take immediate effect upon ratification of the agreement:

- A. Patrolmen will double, using two man cars between sunset and sunrise with the understanding that there will be a minimum of two double cars on duty between sunset and sunrise.
- B. Equipment - proper equipment such as helmets, nightsticks, flashlights, batteries, first aid kits, shotguns or heavier arms and ammunition shall be made available to each patrol unit on duty during any normal eight (8) hour shift. This equipment shall be available to the sworn officers under department control.
- C. No employee shall be required to drive a City owned vehicle which is declared unsafe by the shift command officer or the Safety Committee of the City. The Safety Committee shall consist of members of the City Administration and members of all employee units of the City of Taylor.

SECTION 3:

Qualifications in weapons shall be made during the sworn officer's normal tour of duty. Sworn officers will be allotted ammunition for all department shoots. It shall be the City's obligation to provide adequate firing ranges for these officers. Handguns will be fired quarterly, biannually for qualification, and biannually for practice. Practice will be on the sworn officers' time and not subject to pay. Other heavy arms will be fired annually.

Sworn officers must meet the minimum qualifying standards of score established by the department with his/her department handgun. Sworn officers failing to qualify will be required to attend scheduled firearms training without compensation or pay, and if they fail to qualify within sixty (60) days following any biannual shoot, the officer may be disciplined, including suspension.

SECTION 4:

Employees required to attend police training schools or seminars by the Department shall be considered as working his/her normal tour of duty while in attendance or traveling to and from the school unless the employee elects to work his/her own shift, if possible, in which case the employee will receive pay at the straight time rate in addition to the straight time rate for attending school.

- A. Employees required to attend police training schools or seminars on a scheduled off day shall be compensated at straight time hourly rates, not to exceed eight (8) hours' pay.
- B. This section on schooling shall not include probationary patrolmen.

- C. Employees who use their own vehicles will receive mileage of fifteen cents (15¢) per mile, round trip if municipal transportation is not available. If more than one employee is transported in an employee's vehicle, only the employee who provides the transportation will be given mileage.
- D. Employees who fail to attend required police training schools and/or seminars without reasonable excuse are subject to disciplinary action.

SECTION 5:

In-service training (inter-department) employees shall be remunerated at the rate of regular pay, unless the training is during the employee's regular tour of duty.

- A. This section shall not include probationary officers.
- B. Employees who fail to attend department required in-service training without reasonable excuse are subject to disciplinary action.
- C. The criteria for training officers will be established by police management. The assignment of trainees to training officers will be at management's discretion. Efforts will be made to have qualified training officers available but where this is not possible, management reserves the right to assign training duties to other officers on a temporary basis. Officers who are assigned to train probationary officers shall receive five percent (5%) over their base scale pay for the hours actually worked in the training capacity.

SECTION 6:

- A. The Municipality agrees to assist sworn officers toward a degree in police administration with the following conditions:
 - (1) Prior written request by the officer to the Chief of Police or his designee, specifying the class, college or university to be attended, dates and hours of class, and proof of application for LEEP funds or any other governmental funds that are or may become available to the officer.
 - (2) The Chief of Police or his designee may approve the request for tuition reimbursement based upon: availability of funds in the City budget, changes in work schedules, number of classes requested, and the manpower needs of the bureau, platoon, or unit.
- B. The Municipality will reimburse the sworn officer the difference between the actual cost of tuition and required books, and the amount paid by LEEP funds or any other governmental funds paid with the exception of veteran funds. Reimbursement will be made upon receipt of a transcript which indicates grade(s) of "C" or better for any class attended which would lead to a degree for police administration for a college or university approved by the North Central Accreditation Committee. The original paid receipt for the class(es) must accompany the transcript and request.
 - (1) The parties agree that the City contribution for required books will be confined to \$45.00 and books in excess of the amount will be prorated twenty percent (20%) by the officer and eighty percent (80%) by the City.

- C. A yearly bonus shall be paid to sworn officers as an incentive to achieve higher education according to the following schedule:

| | |
|------------------|------------|
| Associate Degree | \$ 250.00 |
| Bachelor Degree | \$ 500.00 |
| Master's Degree | \$1,000.00 |
| Double MA/MS | \$1,500.00 |
| Pre Doctrate | \$2,000.00 |
| Doctrate | \$2,500.00 |

This incentive bonus shall be paid in the first pay period of July each year.

- D. The City shall establish a Department Educational Committee to determine each applicant's eligibility for the incentive bonus program. The Committee will review and examine all transcripts, records and courses pertaining to the candidate's degree. Said review and examination will be for the purpose of ascertaining the relationship of courses taken for the degree attained and its value to law enforcement work for the City of Taylor, Department of Police. The Committee will have and use as reference the North Central Association of Colleges and Schools, Commission on Institution of Higher Education Information Handbook.

ARTICLE XXVI

GENERAL

SECTION 1:

This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Municipality, the Association, and the employees in the bargaining unit, and in the event that any provision of the Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefor, such provision shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue full force and effect.

SECTION 2:

Copy of this Agreement shall be distributed by the Municipality to all employees of the Police Department.

SECTION 3:

The City will terminate and hereafter eliminate the creation of any unit which would permit the performance of any work previously assigned to and a part of the duties of members of the bargaining unit.

This section shall not pertain to the Police Cadet Program, nor any federal or state funded employees who are hired outside of the bargaining unit to perform work under a designated program within the Police Department facilities. These employees will not continue working in the event a bargaining unit member is laid off.

SECTION 4:

The use of auxiliary police shall not include assignment to act as the second man in marked scout cars except for emergency situations. Every effort will be made during an emergency to call sworn officers to increase patrol coverage. Auxiliary police officers may be assigned at sporting events, parades, civic events, traffic control and crowd control, so long as the auxiliary detail be equipped with a portable radio to communicate with the Police Dispatcher.

The following ratios will be adhered to:

| | | |
|---------|-----------|--------------------|
| 5 | Auxiliary | : 0 Sworn Officer |
| 6 - 9 | Auxiliary | : 1 Sworn Officer |
| 10 - 15 | Auxiliary | : 2 Sworn Officers |
| 16 - 21 | Auxiliary | : 3 Sworn Officers |
| 22 - 27 | Auxiliary | : 4 Sworn Officers |
| 27 + | Auxiliary | : 5 Sworn Officers |

In addition, auxiliary police officers may be assigned to house checks, business checks, church related events, school checks and in emergency situations at the discretion of the municipality without regard to the above ratios.

ARTICLE XXVII

NON-PARITY

It is understood between the City of Taylor and the Association that parity is non-existent among or between any local union or association in the City of Taylor's municipal service.

ARTICLE XXVIII

HAZARD PAY

SECTION 1:

- A. The Municipality agrees that each sworn officer of the department shall be paid hazard pay in the increased amount of six hundred dollars (\$600). Such payment shall be paid semi-annually, three hundred dollars (\$300) shall be paid beginning on the first pay period in July of 1988 and each July thereafter; and three hundred dollars (\$300) shall be paid on the first pay period in January, 1989 and each year thereafter.
- B. Sworn officers must work a minimum of five hundred (500) hours between January 1st and June 30th to be eligible for hazard pay in January and work a minimum of five hundred (500) hours between July 1st and December 31st to be eligible for hazard pay in July. Past practice of proration shall remain in effect. Hours worked shall include union business, vacation days, holidays and compensable injury days.

ARTICLE XXIX

WEAPON ISSUE

SECTION 1:

The standard gun issue for the Department shall be a .357 caliber, and shall be provided to each sworn officer of the Department. If the sworn officer elects not to accept the .357, s/he may be provided with an alternate type of weapon which meets the requirements as prescribed by the Chief of Police, or may be allowed to use his/her own personal weapon provided it meets Department standards.

SECTION 2:

Upon retirement under the agreed upon retirement plan in effect at the time, after ten (10) years service with the City, the sworn officer shall have the standard issue service revolver as his own property.

ARTICLE XXX

DISTRIBUTION OF CONTRACT AND OTHER DOCUMENTS

SECTION 1:

All employees, before undertaking their responsibilities as a member of the Police Department, shall receive copies of all documents necessary for the understanding of their responsibilities and the relationship between the Municipality and the Association. Said documents shall include, but not be limited to, the collective bargaining agreement, updated personnel rules and regulations and the safety rules and regulations and any other necessary published materials. The cost of printing said documents shall be absorbed by the Municipality.

SECTION 2:

The Collective Bargaining Agreement will be provided by the Municipality to the Association within a reasonable time after signing. Cost of printing said Agreement to be absorbed by the Municipality. The Association is to receive thirty (30) copies, and in addition thereto, one (1) copy to be issued to each employee covered thereunder.

ARTICLE XXXI

EMPLOYEES' BILL OF RIGHTS

SECTION 1:

Polygraph

It is understood that no examination, questioning, or interrogation by mechanical (i.e., polygraph or lie detector), or chemical (i.e., sodium pentathol or truth serum) means will be requested or ordered until it is declared by the Courts of the State of Michigan that evidence or information obtained in this manner is acceptable to aid in proving guilt or innocence.

SECTION 2:

The City of Taylor does further agree to indemnify and save harmless all employees of the City of Taylor Police Department from and against all claims or suits, based on negligence or tort, damages, costs, losses, and expenses arising out of the defense of each and every action taken by employees in the course of, or in the performance of their duties.

Said indemnification shall include, but not be limited to, attorney's fees, investigation costs, settlements, and/or judgements of any kind.

Causes arising out of the performance of their duties shall include, but not be limited to, false arrest, false imprisonment, malfeasance, nonfeasance, assault and battery, negligence, or any other causes of action which is a result of actions taken by an employee in the course of, and arising out of his/her performance as a Police Department employee.

Said indemnification shall either take the form of insurance coverage, including defense and payment of judgment or settlement, or by the providing of legal counsel, and payment of judgment or settlement. Said counsel shall be acceptable to the City of Taylor and the Collective Bargaining Representative.

SECTION 3:

Employees involved in fatalities or shootings will have four (4) hours to secure the advice of an attorney prior to making any written statement or report.

SECTION 4:

The Chief of Police may release an employee's name, age, rank length of service and information relating to the charges he feels is proper to protect the integrity of the Department after the criminal warrant is issued by a judge. However, in no circumstances will the officer's address or photograph be released.

ARTICLE XXXII

MISCELLANEOUS

- A. The employer shall not impose unreasonable restrictions on outside employment. All restrictions must have a reasonable and direct bearing on employment with the City of Taylor. Outside employment may not interfere or conflict with duties required by this Department.
- B. Except when on duty or when acting in his official capacity, no employee shall be prohibited from engaging in political activity or be denied the right to refrain from engaging in political activity.
- C. Employees shall have the right to bring civil suit against any person, group of persons, or any organizations or corporations or heads of such corporations or organizations, for damages suffered, either pecuniary or otherwise, or for abridgement of their civil rights arising out of the employee's performance of official duties, provided written notice is given to the Chief of Police or his designee.
- D. No employee shall be required or requested for the purposes of assignment or other personnel action, to disclose any item of his/her property, income, assets, sources of income, debts or personal or domestic expenditures (including those members of the employee's family or household), unless such information is obtained under legal procedures.
- E. Any employee shall have the right to examine any and all of his/her personnel files maintained by the employer twice a year or prior to a promotional exam, upon request, during normal business hours (Monday through Friday, 9:00 a.m. to 5:00 p.m., excepting holidays).
- F. The employees' files shall not be made available to any person or organization other than the employee and employer without the employee's expressed authorization except for promotional purposes or under judicial subpoena.
- G. Employees may absent themselves from the City of Taylor when not on duty. In those cases where the employee will be absent for a period exceeding seventy-two (72) hours, the employee may leave an address or phone number where s/he can receive messages of an emergency nature.
- H. Lockers of individual employees shall not be opened for inspection except with permission of and in the presence of the employee. The only exception shall be a legal search.

ARTICLE XXXIII

ASSOCIATION RIGHTS

SECTION 1:

A copy of each special order or general order shall be sent to the Association President.

SECTION 2:

Special conferences on important policy matters will be arranged

between the Association President or his designee and the Chief of Police or his designee upon request of either party. Notice of such meeting shall be a minimum of three (3) days in advance of the meeting except by mutual consent.

SECTION 3:

The Department shall not refuse to meet, negotiate, or confer on proper matters with State Representatives of the Association or Local Association president. Notice of such meeting shall be a minimum of three (3) days in advance of the meeting except by mutual consent.

ARTICLE XXXIV

PRISON PICK-UPS WITHIN THE STATE OF MICHIGAN

In the event that the Taylor Police Department has the responsibility to transport a prisoner from or to another jurisdiction, the following shall apply:

- A. All traveling prisoner pick-ups will be done on paid work time; however, no officer will be required to work more than sixteen (16) hours in one day including travel time).
- B. Officers shall not be required to drive over 600 miles.
- C. All transportation, food, and lodging expenses will be advanced to the officer prior to departure in cash. Expenses will be documented.
- D. The officer in charge of the case (if working) shall be afforded first opportunity to go on the prisoner pick-up.
- E. No officer will be required to go on an overnight prisoner transportation unless there are no qualified volunteers available.
- F. No male officer shall be required to transport a female prisoner alone. Officers shall not be required to transport felony prisoners or known violent offenders alone.
- G. Screen cars will be used for one to one transports in the uniform patrol bureau.

ARTICLE XXXV

CADETS

- A. Cadets will perform duties as Jailers, Dispatchers and Administrative Aides in the Police Department. They may also be used to perform joint Fire/Police dispatch duties. The shift commander will have the unilateral right to assign work stations and duties inside the police station. Cadet pay rates will be as follows:

Start - \$8.00 per hour
1 year - \$9.00 per hour
2 years - \$10.00 per hour

Tom Maynard will continue full time in his present assignment at the 2 year Cadet pay rate.

Cadets will be allowed to accumulate a compensatory time bank in lieu of overtime pay up to a maximum of 40 hours.

B. Disciplinary Procedure:

- I. In the event any complaint or charge shall be brought against a Cadet, the following procedure will be followed:
 - a) The Cadet will be advised of the charges and the rule violated.
 - b) The Cadet will be allowed Union Representation or legal representation if appropriate.
 - c) The Department shall have a reasonable time to investigate and gather facts. Charges must be brought within ten (10) days of the gathering of these facts.
- II. The Cadet's shift commander will meet with the Cadet and allow him/her an opportunity to respond to the charges. In the case of criminal charges, Miranda Warnings shall be given.
- III. The commander may offer discipline at this stage (subject to the approval of the Division Captain). Should this be accepted there will be no appeal and a record of the incident shall be entered into the personnel files of the Cadet.
- IV. The Cadet may reject the proposed discipline, in which case the City may proceed subject to the grievance procedure outlined in Article VI. (Terminal Actions: Start at Step Three)
- V. A Cadet's personnel file shall remain completely intact for the duration of his/her employment as a Police Cadet. Upon successful completion of the required probationary period as a Police Officer, all record of disciplinary action against the employee as a Cadet shall be expunged from the employee's file.

ARTICLE XXXVI

DISCIPLINARY PROCEEDINGS

SECTION 1:

Commander's Hearing - Non Criminal Only

List of Minor Infractions:

1. Minor behavioral/attitude problems
 2. Tardiness
 3. Uniform infractions
 4. Any factual situation which the Chief of Police may deem to be a minor offense.
- A. Whenever any officer in charge of a division, bureau or shift has reason to charge a subordinate with violation of any rule, regulation, orders, special orders, general orders, written policies or written procedures, in order to facilitate prompt discipline, the shift, bureau, or division commander may offer the person so charged an opportunity to accept disciplinary action at the first stage. This type of action shall not exceed three (3) days' suspension. All other actions shall conform to stated policy. 1-A actions shall conform to the following guidelines:
1. The division, bureau, or shift commander shall advise the individual of the nature of the charges and offer a proposed discipline. This may range from verbal warning to maximum suspensions of three (3) days. This shall be reviewed by the division commander or the next higher authority.
 2. The individual shall be allowed F.O.P. representation by the shift steward when this discipline is offered and the individual shall have 24 hours to accept or reject the offer.
 3. Actions of a minor nature (1-A) shall not remain a part of the individual's file for more than one year. Any other matter that is handled at the Commander's Hearing level for whatever reason shall remain in the officer's file unless, after one year, there is no further disciplinary action, then it shall be removed upon written request to the Chief of Police.
 4. If the individual rejects the offer, the shift commander shall submit the charges to the Chief of Police and follow stated policy.
 5. Any suspension mutually agreed upon shall not be taken from the employee's bank, bonus, or vacation time unless he agrees to such action of his own free will and specifies in writing.

SECTION 2:

General Discipline

- A. Any officer in charge or officer of higher authority may prefer charges against any subordinate, regardless of assignment for violations of department rules and regulations, orders, special orders, general

orders, written policies or written procedures.

- B. Such officer preferring charges shall have a reasonable time to investigate (delays to be explained in writing upon request by the Association) and upon completion of the investigation, have 10 days to bring said charges against the employee.
1. For minor rules, regulations, policy or order violation, charges must be brought within ninety (90) days of the incident or charges shall be void.
 2. For serious violations (those that tend to damage the morale, good order and/or esteem of the Department), as well as all felony or misdemeanor involving moral turpitude, charges shall be brought within 90 days of the time the Department becomes aware of the violation. If a criminal or civil case is pending, the finding and recommendations may be held until the case is concluded.
- C. Charges shall specify the particular rule violated and the general nature of specifications of such violation. All charges shall be in writing and signed. The original copy delivered to the Chief, a copy to the individual charged and a copy to the Union.
- D. Before an employee is interrogated or required to make a statement, s/he shall be advised of either Garrity or Miranda, whichever, in the discretion of the department, is appropriate. The employee shall also be advised of his/her right to counsel and/or Union Representation, and shall be afforded 48 hours to obtain said representative excluding Saturday, Sunday, and holidays unless mutually agreed by the parties. Any statement so obtained shall be a private record and shall not be made available to any other agent or agency without written consent of the employee.
- E. Upon receipt of written and signed charges from either internal or external sources, the Chief of Police may order a trial board if, in his discretion, the matter cannot be resolved otherwise. However, no disciplinary actions outside the commander's hearing, shall be given without rudimentary due process (hearing).
- F. Hearing boards shall be comprised of Commanders when available, otherwise Lieutenants may serve on the trial board. Hearing boards shall consist of three (3) members appointed by the Chief of Police.
- G. Hearing board shall convene within 10 working days of the receipt of charges by the Chief of Police unless adjourned by either party. Upon conclusion of such hearing board, recommendations shall be forwarded to the Chief of Police within five (5) working days.
- H. The Chief of Police shall consider the recommendation of hearing board and make a final determination within ten 10 working days.
- I. The employee shall be furnished with a copy of reasons for the proposed discipline and given five (5) working days to file an answer. If the employee fails to file an answer, the proposed discipline will automatically take effect. In the event the employee makes an explanation, the Chief of Police shall consider same in making his

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determination and notify the individual of his decision in writing.

- J. In the event the decision is unfavorable to the employee, s/he shall have 30 days to appeal such a decision to the arbitration process.
- K. In the case of a member charged with a felony or a misdemeanor involving moral turpitude the appointing authority shall have the right to suspend with or without pay, notwithstanding the aforementioned procedure, until such time as the criminal case is concluded.
- L. The following guidelines shall apply for all department hearings, trial boards, and interrogations with the exception of Commander's Hearing.
 - 1. The interrogation shall be conducted at a reasonable hour, preferably at the time when the employee is on duty, otherwise s/he shall receive compensation as provided by this agreement for hours worked.
 - 2. The member under investigation shall be informed of the identity of all persons present and their reason for being present.
 - 3. The member under investigation shall be informed of the nature of the investigation prior to any interrogation, and shall be informed of the names of all complaintants and accusers.
 - 4. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such necessities and rest periods as are reasonably necessary.
 - 5. The member under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal (or any disciplinary action). No promise or reward shall be made as an inducement to answering any questions.
 - 6. The hearing boards' complete interrogation of a member subject to this agreement shall be recorded.
 - 7. *No officer shall be compensated while being disciplined or criminally charged.*

ARTICLE XXXVII

RESIDENCY

Effective with Council approval, newly sworn officers will be required to become residents of the City of Taylor within one (1) year of becoming a sworn officer. The present seven cadets will be exempt from this provision.

ARTICLE XXXVIII

ILLEGAL SUBSTANCE ABUSE/DRUG TESTING

The Mayor and City Council of the City of Taylor and the Taylor Corporals'/Detectives'/Patrolmen's/Cadets' Association officers agree that the pervasive harm caused by substance abuse creates a clear and present danger to the safety of the citizens of Taylor as well as to police officers and their fellow workers. It is further agreed that the administration of the City of Taylor in partnership with the Taylor Corporals'/Detectives'/Patrolmen's/Cadets' Association will take all possible measures to minimize substance abuse and therefore minimize the tremendous human suffering caused by illicit drugs. Therefore, in order to set a positive example for the Community, the City of Taylor and the Taylor Corporals'/Detectives'/Patrolmen's/Cadets' Association hereby agrees to the following drug testing policy for all members of the Association. In addition to random drug testing, the City may require officers to take drug tests when probable cause exists to suspect that an officer may be using drugs.

SECTION 1:

Association members will be selected on a random basis for drug testing up to a maximum of four times per year. In addition, the Chief of Police or his designee will have the right to order any Association member to submit to a drug test without any reason once every twelve months. In addition to the above, any officer being promoted will be required to submit to a drug test and officers in drug sensitive positions such as drug squad and property room and any officer who has tested positive in the past may be directed to submit to a drug test by the Chief of Police or his designee without regard to the above restrictions. Upon receipt of a written order signed by the Chief of Police or his designee, the Association member will immediately proceed to the City's industrial clinic, which is currently Airport Industrial Clinic where he/she will be required to comply with all clinic procedures for collecting and handling the urine specimen. Drug testing will be conducted while the Association member is on duty.

SECTION 2:

Drug testing/Procedure For Random Selection Process:

1. A drawing of names will be used to determine which individuals will be tested. A minimum of two (2) people will be present for all drawings: one City representative and one Union representative. Prior to the drawing, the City representative will determine the number of names to be drawn.
2. The names of all Association members shall be placed in a container for the random drawing and the Chief or his designee shall draw the appropriate number of names.
3. The Chief of Police or his designee will be notified of those names drawn and shall send the employee a written order to report to the City clinic for drug testing.

SECTION 3:

When duly ordered, the Association member will present himself to the City's industrial clinic and sign the appropriate chain of custody form. The chain of custody form assures the integrity of the sample from the time of collection to the reporting of a result. It attests to the identity of the sample and contains the date, time and signature of the individual who produced the specimen, as well as the technician handling the urine sample in the laboratory. Precautions are taken to assure that the specimen is properly collected and has not been adulterated. After the sample has been properly sealed and placed in a tamper proof container, it is forwarded to the Smith Kline Bio Testing Laboratory.

Upon receipt in the testing laboratory, the specimen is thoroughly examined to assure that the sample has not been tampered with. Once the sample has been accepted by the laboratory, a new internal chain of custody form is generated to document and follow the sample through the testing process. The specimen will be tested for a panel of ten drug groups as follows using NIDA standards.

| <u>Drug Group</u> | <u>Drug or metabolite detected</u> |
|-------------------------------|--|
| Amphetamine | Amphetamine |
| Cocaine metabolites | Methamphetamine |
| Marijuana metabolites | Benzoyllecgonine |
| Opiate metabolites | delta-9-THC-9COOH |
| | Codeine |
| Phencyclidine | Total Morphine |
| Barbiturates | PCP |
| | Secobarbital |
| | Pentobarbital |
| | Phenobarbital |
| | Butabarbital |
| Benzodiazepine metabolites | Oxazepam |
| Methadone | Methadone |
| Methaqualone | Methaqualone |
| Propoxyphene | Propoxyphene |
| | Norpropoxyphene |

A portion of the sample is poured into a testing vial for the initial immunoassay screen. Other chemical tests are performed to determine if the sample has been adulterated. The original sample is stored in a locked refrigerator in a secure room. If the initial immunoassay screen is negative and the sample has not been adulterated, the specimen is reported as no drugs detected or negative. If the initial immunossay screen is positive for one or more drugs, the original sample is removed from the locked refrigerator and retested by the more specific gas chromatography/mass spectrometry (GC/MS) confirmation technique. The original sample is then stored in a locked freezer in a secure room for one year.

When properly collected and utilizing the chain of custody protocol, a positive urine result establishes that the drug reported or its metabolite is present in the specimen. When a drug is present in the body, the liver chemically alters the drug so it may easily be eliminated in the urine. The

altered drugs are called the drug metabolites. A positive urine drug test establishes that the drug or metabolite identified has been ingested in the recent past. Due to individual variations in metabolism and urine production, the amount of drug detected in the urine does not establish how much drug was ingested or when in the recent past the drug was ingested.

SECTION 4:

The urine specimen which tests positive by the GC/MS process will be re-tested by Smith Kline if requested in writing by the Association member within five calendar days of being notified that the specimen tested positive. Beginning with the date of approval of the contract by the City Council, there will be a six months amnesty period during which time an Association member testing positive will not be disciplined but will instead be referred to a drug rehabilitation program. During the six months amnesty period, an Association member who voluntarily admits to drug dependency and agrees to enter a rehabilitation program will not be disciplined. After the six month amnesty period, any Association member whose urine specimen tests positive by GC/MS will be considered to be a drug user and will be subject to discipline up to and including discharge. Any Association member who refuses to take the test when duly ordered will be considered to be a drug user and will be disciplined up to and including discharge.

SECTION 5:

The City will not pay the cost of rehabilitation programs beyond the limits of City paid medical insurance. Time off under a rehabilitation program will be charged to sick, vacation, or compensatory time.

SECTION 6:

Every effort will be made to maintain confidentiality of positive test results. Test results will be sent to the Chief of Police. An Association member having a positive drug test will be immediately suspended from duty without pay pending a hearing by the Chief of Police to be conducted within three working days. The member may have the hearing extended an additional seven working days by submitting a written determination within one working day after the conclusion of the hearing. Association members will receive call-in pay for interrogations scheduled by the Police Department.

Normal Miranda and/or Garrity warning will apply. The member will have the right to legal representation. Any statement given will be treated confidentially and not be released to the public nor shall his photograph be released.

Following a written decision from the Chief of Police the Union will have the right to appeal directly to arbitration according to the procedure outlined in Article VI. Such appeal must be made within 30 calendar days of the Chief's decision or the matter will be considered dropped.

SECTION 7:

The parties recognize that controlled substance abuse may be the result of prolonged use of lawfully obtained controlled substances--singularly or in conjunction with other lawfully obtained controlled or uncontrolled substances. When controlled substances abuse appears to be the direct

result of such lawful acquisition and use, treatment for the first instance that comes to the Department's attention (as opposed to disciplinary action) shall be pursued when there is no evidence of unlawful conduct. A second offense will subject the Association member to discipline up to and including discharge.

In witness whereof, the parties hereto have executed this Agreement by their duly authorized representatives the day and year first written above.

FOR THE CITY:

D. M. M. 6/24/92

FOR THE UNION:

Kurt Weyler 6-24-92

Stan L. L. 6-24-92

Michael J. [Signature]
Richard [Signature]

MICHIGAN EMPLOYMENT RELATIONS COMMISSION
ACT 312 ARBITRATION

In the Matter between:

CITY OF TAYLOR

-and-

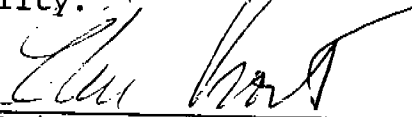
No. D94 A-0101
Chair: Elaine Frost

POLICE OFFICERS LABOR COUNCIL

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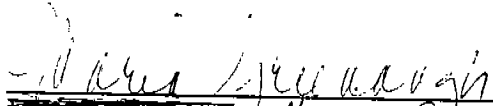
OATH OF IMPARTIAL ARBITRATOR

I, Elaine Frost, solemnly affirm that I will support the Constitution of the United States and the Constitution of this State, and that I will faithfully discharge the duties of the office of arbitration panel Chairperson under the laws of the State of Michigan, according to the best of my ability.



Elaine Frost, Chair

Subscribed and sworn to before me, this 12th day of January, 1996.


~~Leonard James~~ Maria Greenough
Notary Public