

COLLECTIVE BARGAINING AGREEMENT

between

THE CITY OF TAYLOR

and

**THE TAYLOR POLICE OFFICERS LABOR ASSOCIATION,
represented by
THE POLICE OFFICERS ASSOCIATION OF MICHIGAN**

July 1, 2005 through June 30, 2008

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ARTICLE 1
RECOGNITION

THIS AGREEMENT, entered between the City of Taylor (hereinafter referred to as the "City") and the Taylor Police Officers Labor Association, represented by the Police Officers Association of Michigan, whose representation includes Patrol Officers and Corporals of the City of Taylor Police Department (hereinafter referred to as the "Association").

WITNESSETH

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

ARTICLE 2
PURPOSE

2.1: 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.

2.2: 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 Bargaining Unit.

2.3: This Agreement shall be binding upon the parties hereto, their successors and administrators.

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

"ASSOCIATION" shall include officers or representatives of the Taylor Police Officers Labor Association, represented by the Police Officers Association of Michigan.

"BARGAINING 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, who are covered under this Collective Bargaining Agreement.

"EMPLOYEE" shall mean the members of the Taylor Police Department holding the rank of Corporal and Patrol Officer.

"SWORN OFFICER" or "OFFICER" shall mean the members of the Taylor Police Department holding the rank of Corporal and Patrol Officer.

ARTICLE 3
RESPONSIBILITY OF THE MUNICIPALITY

3.1: 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.

3.2:

- 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.
- 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 grievances under the terms of this Collective Bargaining Agreement.
- C. The City and Association agree that assignments shall not be based solely on age, sex, or race.

3.3:

- 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.
- 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 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 employees through the grievance procedure, and through the arbitration procedure hereinafter provided, or through procedures provided in Act 78 of Public Acts 1935, as amended.

3.4: 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.

3.5: This Article shall not abridge any rights granted by law to the Association.

ARTICLE 4
MAINTENANCE OF CONDITIONS

4.1: 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.

4.2: 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.

4.3: This Agreement shall supersede 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 this Agreement.

ARTICLE 5
UNION ACTIVITIES

5.1: Employees and their Association representative 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 or 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 Bargaining Unit.
- B. The Department shall not discriminate against an employee because he/she 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.

5.2:

- A. The President and authorized contract negotiating committee of the Bargaining 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 (3) 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 Bargaining 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 this

Agreement. Further, the President of the Bargaining Unit shall be permanently assigned to the day shift unless otherwise mutually agreed upon.

5.3: 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 operation of the Department. If the steward receives permission from either the Chief of Police or the officer in command, he/she 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.

5.4: The Association President and up to nine (9) members shall be granted time off with pay to attend union conventions and seminars. This will include travel days when necessary. The Union will provide a written notice to the Chief of Police or his/her designee at least (7) days prior to the event.

5.5: 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 therefore.

5.6: The Association may schedule meetings at City of Taylor facilities insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the Department.

ARTICLE 6

AGENCY SHOP - CHECK OFF - UNION SECURITY

6.1 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.

6.2: All employees hired on or after the signing of this Agreement by the parties, 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 a thirty (30) day period from the date of hire.
- B. Those employees who are currently on the payroll 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 thirty (30) days of the date of this Agreement, whichever is later.

In the event that any employee shall fail to comply with either subsection A or B above, 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 thirty (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.

6.3: The Employer shall forward to the Association all dues and representation fees deducted from the employees pursuant to the authorization within thirty (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 7

RESOLUTION OF DISPUTES AND ARBITRATION

7.1:

- 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 Article is to secure, at the earliest possible level, equitable solutions of complaints or grievances. Both parties agree that proceedings under this Article 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.

7.2:

- 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. STEP ONE: An employee having a dispute shall first take the matter up with his/her immediate supervisor except on 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, the employee may, within five (5) days (excluding Saturdays, Sundays and holidays) file the complaint in writing to the Chief of Police, or his/her designee of a higher rank than involved in Step One, for review. The Chief of Police, or his/her 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 Human Resources of the City of Taylor or his/her 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 Human Resources or his/her 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 is not settled in Step Three, the Association shall have thirty (30) days in which to invoke arbitration where arbitration is required.

Arbitration may be invoked only in the following manner:

- (1) Notice to the other party within thirty (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 ten (10) days of the date of notification of intent to arbitrate, the Association will request a panel of seven (7) arbitrators from the Federal Mediation & Conciliation Service (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/herself 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 employee, the arbitrator shall determine if the discharge or discipline is for just cause. He/she may review the penalty imposed and is empowered to determine if the penalty is appropriate or unduly severe and he/she may modify it accordingly. The arbitrator shall have authority in discharge and discipline cases to order payment of back wages and compensation for which the member would have otherwise received. The arbitrator may, in his/her 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 (2) 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.

ARTICLE 8
SENIORITY - PROBATION - PROMOTIONS

8.1: Seniority and its application shall be governed by the provisions of Act 78, Public Acts of 1935, as amended.

8.2: Promotional Testing. The promotional test for Corporal will be administered every December for patrol officers who will have five (5) years seniority anytime during the current calendar year. Patrol officers 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. A passing score in the written testing process for Corporal shall be seventy (70%) percent.

Promotional procedures for Sergeant established in P.A. 78 of 1935, as amended, are to be utilized for promotions affecting Bargaining Unit members, except as otherwise specifically provided in this Agreement. A passing score in the promotional testing process for Sergeant shall be seventy (70%) percent in the written portion of the exam and seventy (70%) percent in the oral portion of the exam.

The promotional testing process for Sergeant shall include weight given to the components of the test as follows:

Sixty (60%) percent upon the written portion of the examination,

Thirty-five (35%) percent upon the oral portion of the examination,

Up to five (5%) percent additional seniority credit based on one-half (½%) percent per year of service to a maximum of five (5%) percent.

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

- A. He/She quits and/or he/she quits and is reinstated at a future date.
- B. He/She is discharged and the discharge is sustained.
- C. He/She 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 he/she has lost his/her seniority and his/her employment has been terminated.
- D. He/She does not return to work when recalled from layoff.
- E. Failure to return from sick leave or leaves of absence.
- F. He/She retires.
- G. Terminations under Act 78.

H. In the application of the provisions of this Article, due consideration will be given to extenuating circumstances.

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

8.5: The probation period for patrol officers attending the Police Academy will be eighteen (18) months commencing the date of hire. The probationary period for patrol officers not attending the Police Academy will be fourteen (14) months commencing the date of hire. Upon successful completion of Step 4 of the Field Training Program, the officers will be eligible to work shift and other overtime.

Upon mutual written agreement between the Union and the Police Chief, a one-time, six (6) month extension of the probation period may be required of a probationary officer. Said agreement must occur prior to the end of the initial probationary period.

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.

ARTICLE 9

LEAVES OF ABSENCE

9.1: All leaves of absence must have prior approval of the employer. Any employee desiring a leave of absence from his/her 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. In the case of denial of leave of absence, the party requesting said leave is entitled to the reasons for said denial.

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

9.3: Leaves of absence for trial period 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.

9.4: 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.

Employees on leave of absence, with the exception of those leaves of absence that are protected under the Family Medical Leave Act of 1993, will not receive bonus days or educational bonus for the year in which the leave occurs. Any employee who works a full calendar year will receive bonus day credit for that year even though it would be paid in the following year.

9.5: Provisions provided by Act 78 shall also prevail in this Article where not inconsistent with the terms of this Agreement.

9.6: Maternity Leave:

- 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 10 **CIVILIAN EMPLOYEES**

10.1: The Association will continue to recognize and permit the limited use of special non-bargaining group, civilian employees. Civilian employees shall be limited to a maximum of three (3) and paid at patrol officer entry-level rate. Civilian employees' minimum qualifications shall include ten (10) years of prior police officer experience and shall not be an active police officer during their employment with the City. Preference will be given to retired Bargaining Unit members. Civilian employees shall be appointed by the Chief of Police or his/her designee and may be assigned to any public safety administrative task including, but not limited to, all tasks previously performed. Civilian employees will not perform duties that are normally performed by sworn police officers.

The City may hire Mark Kusiak as the third civilian officer for finger printing (A.F.I.S.) and may pay him at the rate of a 39-month police officer. Mr. Kusiak may perform crime scene and other investigative work in a supervisory and/or training role, but will not perform the routine collection of evidence. When he is assigned to a crime scene and other investigative work, at least one (1) other Tech must also be assigned.

The City has the discretion to determine which Tech(s) it will assign to a particular investigation.

10.2: No later than July 31st of each year, the City shall pay to the Union an agency fee equivalent to one (1%) percent of the 39-month officer rate for each of the above described civilian employees who worked for the Police Department during the previous year beginning July 1st through June 30th. Said agency fee shall be prorated based on the number of months each civilian employee worked during the previous year.

ARTICLE 11

PHYSICAL EXAMINATIONS

11.1: The employer may, at its expense, provide each employee an annual physical examination including, but not limited to, chest x-ray, 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.

11.2: 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.

11.3: A copy of the examination will be provided to the personal physician of the employee if the employee shall indicate to the employer such desire, in writing, either prior to the examination or within ten (10) days thereafter.

11.4: The employer also reserves the right to require an employee to be examined by physicians or other members of the medical profession to determine if an employee is suitable for properly performing his/her duties as a police officer.

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

ARTICLE 12

PENSION

12.1:

- A. Effective July 1, 1997, upon retirement, the officer shall receive a regular retirement pension payable throughout the officer's life, of two point eight (2.8%) percent of the officer's Final Average Compensation for all full years of service to a maximum of seventy (70%) percent of Final Average Compensation. Final Average Compensation shall be the average of the three (3) years of highest annual compensation received by an officer during the ten (10) years of service immediately preceding his/her retirement or leaving service.

- B. Officers shall be eligible to retire after twenty (20) years of service with no age requirement.

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

Officers will pay employee contributions of five (5%) percent as required for pension coverage.

12.3: The City shall institute a "pick-up plan" in accordance with the applicable provisions of the Internal Revenue Service. The plan shall allow for officers to make their pension contributions "pre-tax".

Employee Pick-Up Contributions. There is hereby created an employer "pick-up" program whereby mandatory employee contributions to the Retirement System shall be paid by the City in lieu of contributions by the employees. The terms and conditions of such contributions shall be in accordance with the provisions of the Internal Revenue Code Section 414(h)(2) and related Treasury Regulations and applicable law.

Member Contributions. Upon implementation, the City shall, solely for the purpose of compliance with Section 414(h) of the Internal Revenue Code, pick up, the purposes specified in that section, a percentage of member contributions required by the Retirement System for all salary earned by the member after implementation. The provisions of this Section are mandatory, and the member shall have no option concerning the pick up or to receive the contributed amount directly instead of having them paid by the City to the Retirement System. In no event may implementation occur other than at the beginning of a pay period.

Tax Treatment. Member contributions picked up under the provisions of this Section shall be treated as City contributions for purposes of determining income tax obligations under the Internal Revenue Code, however, such picked up member contributions shall be included in the determination of member's gross annual salary for all other purposes under federal and state laws. Members' contributions picked up under this Section shall continue to be designated member contributions for all purposes of the Retirement System and shall be considered part of the member's salary for purposes of determining the amount of the member's contribution.

12.4:

- A. Pensions for officers will be based on Final Average Compensation (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. Pension benefits for officers hired prior to May 30, 1992 shall not be reopened or changed

unless agreed upon by the majority of the sworn officers entitled to the pre-May 30, 1992 pension benefit and the City of Taylor.

(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

(2) It is understood that members who were previously not required to make contribution amounts above base pay for the period January 1, 2000 through June 30, 2002, will not be required to make retroactive contributions for that period of time.

B. Spousal Vesting. Officers' spouses shall be vested in the pension plan upon the officers' completion of ten (10) years of service.

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

12.5: Taylor Police Cadet Buy-Out for Early Retirement. Eligible officers may purchase, for the purpose of early retirement, cadet time served on the Taylor Police Department under the following conditions:

A. Officers must have continuous service of a minimum of one (1) full year (365 calendar days) as a cadet to be eligible for this benefit.

(1) Maximum purchase of cadet service shall be three (3) years.

(2) Total credit available for purchase shall be calculated to the nearest month (15 days shall constitute a full month for first and last months of cadet service).

B. Eligible patrol officers shall contribute five (5%) percent of base wage in effect at the time of purchase for each full and partial cadet service year purchased.

(1) Patrol officers who have purchased cadet time and subsequently decide not to leave at or before twenty (20) years service shall have a pro-rata portion of their contribution returned to them. Refund shall be based upon actual amount of purchased time not used to reach twenty (20) year retirement.

- C. Payment will be made directly to the Police and Fire Retirement Board in the full amount for time purchased, with duplicate receipt made (one copy for the individual and one for the pension file).
- D. Proof of cadet service time shall be documented with verifiable City records which shall attest to the first day of continuous service.
- E. The sole reason for purchase of cadet time shall be to allow eligible officers to attain at least twenty (20) years of service for retirement purposes. Absolutely no benefit other than early retirement with at least twenty (20) years service is to be, nor shall any be, derived from this Agreement. Specifically, no benefits or Agreements affected by length of service to the City (i.e., longevity or seniority rights) shall be impacted in any way by this Section.

12.6: Direct Rollover for Purchase of Cadet Seniority. The plan will accept a participant rollover contribution of the portion of a distribution from an individual retirement account or annuity as described in Section 408(a) or 408(b) of the IRS Code that is eligible to be rolled over and would otherwise be includible in gross income.

The plan will accept a direct rollover of an eligible rollover distribution from the eligible plan under Section 457(b) of the IRS Code, which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

The plan shall provide for a separate accounting for any after tax contributions received, and earnings thereon.

ARTICLE 13 **PAID FOR TIME - LUNCH TIME**

13.1: 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/she shall be paid for all time worked until he/she is released from duty.

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

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

- (1) An officer shall indicate to the shift commander his/her desired special off day within the first seven (7) days of each twenty-eight (28) day duty cycle or it will be assigned. Special off days requested within the first seven (7) days of the twenty-eight (28) day cycle shall be granted based on seniority and cannot be bumped.
- (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 not to schedule split shifts.
- (3) In those cases where the City requires an officer to stand by, this time will be counted as time worked and compensation for this time will be governed by other provisions in this Agreement.
- (4) The City may, as it deems necessary, staff an overlap shift in addition to the present schedule of three (3) 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 37 shall apply. The Department and the Association may at any time agree to change said schedule.
- (6) Regarding all 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) The City may, as it deems necessary and/or appropriate, establish a flextime shift of a forty (40) hour workweek consisting of four (4) days at ten (10) hours per day. Said shift shall be a bid shift pursuant to 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.

13.3: Employees shall be allowed one-half (½) 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) consecutive hours shall be paid an additional three (\$3.00) dollars as meal allowance and receive an additional one-half (½) hour paid lunch period.

13.4: 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 workday or workdays 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 two thousand, eighty (2,080) hours.

- A. An officer may have the choice of applying overtime he/she worked to compensatory time at the straight time hourly rate at which it was earned.
- B. An officer may have the choice of applying time and one-half overtime he/she worked to compensatory time at the rate of time and one-half for each hour worked.
- C. The maximum compensatory time which may be accumulated is sixty (60) hours. This may be accumulated in any manner.
- D. All overtime must be submitted to the Chief of Police on forms provided and signed by the supervisor directing overtime employment.
- E. 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.
- F. 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.
- G. SWAT Team members may be used for drug raids without regard to normal overtime rotation.
- H. An employee shall not take compensatory time less than eight (8) hours in conjunction with court appearances unless approved by the Patrol Commander.

13.5: Call In/Call Back. Employees called back to work after their regular shift shall be paid a minimum of four (4) hours straight time pay or time and one-half, whichever is greater. No travel time is to be calculated.

Employees called into work before their regular shift or on their off day shall be paid a minimum of four (4) hours straight time pay or time and one-half, whichever is greater. If the call in is within two (2) hours of the start of the regular scheduled shift, the employee shall be compensated at the rate of time and one-half. At the start of the scheduled shift, the employee will be compensated at their regular rate. No travel time is to be calculated.

A separate list will be kept for female search call-in. The list will combine Corporal/Patrol/Cadet female employees and will follow through the normal rotation. The supervisor that calls the employee will indicate on the card the time it was accepted. The employee that accepts the call-in must be available for the next two (2)

hours after the call-in for more searches that may arise. That employee will be NE for overtime that would exceed the sixteen (16) hour time limit.

13.6: 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.

13.7: Shift Premium.

- A. Shifts starting between 7:00 p.m. and 5:00 a.m. are midnight shifts and a premium of thirty-five (\$.35) cents 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) cents per hour shall be paid.

ARTICLE 14 **LONGEVITY**

14.1: All members shall receive longevity pay beginning after the fifth year of service retroactive to the date of hire, based on the following schedule:

- A. December 1, 2005, all members shall receive six (\$6.00) dollars per month for each month of continuous service with the City.
- B. December 1, 2006, all members shall receive seven (\$7.00) dollars per month for each month of continuous service with the City.
- C. December 1, 2007, the monthly longevity payment shall be increased to the average of the six comparable police departments set forth in Article 24, with a minimum amount of eight (\$8.00) dollars per month for each year of continuous service with the City. The longevity rate in effect for December 1, 2007 shall remain in effect for future years.

14.2: Longevity pay shall be made by separate check between December 1st and December 15th of each year, and will be paid for the year beginning December 1st through November 30th.

In the event an employee dies, retires, or resigns, longevity payment shall be paid on a prorated basis at the time of departure or death from active service with the City (i.e., the employee shall be paid longevity pay for each full month worked since the last December 1st, calculated based on the total months of service by the employee at the time of retirement, termination or death).

Note: In the event of the employee's death, the above described longevity payment shall be made to the employee's heir(s), beneficiary(ies), or estate.

ARTICLE 15
SPECIALITY PAY

15.1: Each officer responsible for the use, care, custody and maintenance of animals utilized in the K-9 program shall be compensated for such services at the rate of four (4) additional straight time hours per week paid at their current base rate.

15.2: The individual designated by the Chief of Police shall receive four (4) hours straight time monthly for P.B.T. and Datamaster calibration and one (1) hour straight time weekly for simulator testing not to exceed four (4) hours straight time monthly.

15.3: Each officer who is responsible for the use, care, custody, storage and maintenance of a motorcycle used by the Taylor Police Department shall be compensated for such service at the rate of four (4) additional hours straight time pay per month.

ARTICLE 16
PAY PERIOD

16.1: 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.

16.2: All employees shall participate in the City's direct deposit program.

ARTICLE 17
EMPLOYEE INJURIES

17.1: 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 he/she is capable of performing. An employee working under these conditions shall not be entitled to overtime if it involves bumping another employee.

17.2: If an employee is completely disabled from an on-the-job event or while off duty and acting in the capacity of his/her oath of office and cannot perform any departmental duties, the employee shall be relieved of his/her duties and will receive from the Municipality his/her current base pay and the continuance of the current medical, dental, optical 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/her 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/she would have earned had he/she been on the job at that time.

ARTICLE 18

VACATIONS

18.1: 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 a quarter of the first year the employee has worked, he or she shall receive credit for twenty-five (25%) percent of their yearly vacation allotment to be used in the following calendar year. In computing the correct number of days, four (4) hours or less shall not be applied; more than four (4) hours shall entitle the employee to one (1) day of vacation.

Employees hired before July 1, 2002 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) workdays vacation.
- B. After five (5) years and through ten (10) years service, twenty-one (21) workdays vacation.
- C. After ten (10) years and over of service, twenty-eight (28) workdays vacation, plus one (1) added workday vacation for every year in excess of fifteen (15) years of service.
- D. An employee must have worked one thousand (1,000) hours in the previous calendar year to be eligible for the next year vacation allotment. Hours worked shall include union business, vacation days, holidays and compensable injury days.
- E. A vacation cash account will be established for each employee. The maximum accumulation of vacation time shall be calculated at three hundred eighty-four (384) hours times the employee's hourly rate in effect on December 31st of each year.
 - (1) All current year vacation allotment shall be used before any withdrawal of banked vacation.

18.2: Employees hired on or after July 1, 2002, shall be eligible for annual vacation with pay on the following basis:

- A. After one (1) year and through five (5) years of service, fifteen (15) workdays vacation.
- B. After five (5) years and through ten (10) years of service, twenty (20) workdays vacation.

- C. After ten (10) years and through fifteen (15) years of service, twenty-five (25) workdays vacation.
- D. After fifteen (15) years of service, twenty-six (26) workday's vacation, plus one (1) additional workday vacation for every year of service over fifteen (15) years.
- E. The maximum accumulation of vacation time shall be calculated at one hundred ninety-two (192) hours times the officer's hourly rate in effect on December 31st of each year.

In the event any of the following Cadets, who were actively employed in the Cadet Program on May 20, 2002, are hired by the City as sworn police officers, they will receive the pre-July 1, 2002 benefit package:

Pietro Degiulli, Dwayne Little, Thomas Yesta, Catherine Wright-Volante, David Goldsmith, Nick McGuire, Brian Krieger, David Cowell, Luis Hernandez, Jason Michalik, Matthew Doss, Ronald Jones.

18.3: Vacations may be split upon request of the officer and approval of the Chief of Police.

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

- A. The Police Chief 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. 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.
- C. All employees 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.
- D. In the event an employee has already selected a vacation time and prior to the vacation said employee has either changed his/her shift or transferred to a new position, the employee's selection shall be honored by the Department as if 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.

18.5: If requested, and upon giving a reasonable notice to the Chief of Police, an employee shall be given his/her vacation pay the payday prior to his/her 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 19
SICK LEAVE

19.1: Accumulating Sick Time

- A. A sick leave cash account will be established for each employee. 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. Employees will earn additional cash account credit for each month he/she works at least five (5) full days, in accordance with the following schedule:
 - (1) Employees hired prior to January 10, 2000, shall have their accounts credited with one and one-half (1½) days at his/her current hourly pay rate for each month worked as defined above.
 - (2) Employees hired on or after January 10, 2000, shall have their accounts credited with one (1) day per month at his/her current hourly rate of pay for each month as defined above.
 - (3) Employees hired on or after July 1, 2002 shall have unlimited sick time, as needed, until completion of the first twenty-four (24) months of service; provided, however, that the maximum period of time that an officer may be off with pay under this Section shall be three (3) consecutive calendar weeks per incident. Upon completion of the first twenty-four (24) months of service, each employee shall be credited with one (1) day per month. On July 1, 2005, employees under the unlimited sick time will have their sick bank credited back to twenty-four (24) months.
- C. Sick days taken will be paid at the current rate of pay and deducted from the employee's credit balance. Employees shall be permitted to charge sick time in increments of four (4) hours. 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, paid funeral leave days and days paid for on-the-job injuries only.

In the event any of the following Cadets, who were actively employed in the Cadet Program on November 5, 1997, are hired by the City as sworn

police officers, they shall be entitled to one and one-half (1½) sick days per month upon reaching sworn officer status:

Catherine Wright-Volante, Luis Hernandez, John Marimpietri, Kieth O'Connor, Jennifer Grima, Richard Hopper, Nolan Schilz, Charles Monette, Pietro Degiuli, Dwayne Little, Thomas Yesta.

In the event any of the following Cadets, who were actively employed in the Cadet Program on May 20, 2002, are hired by the City as sworn police officers, they will receive the pre-July 1, 2002, benefit package:

Pietro Degiuli, Dwayne Little, Thomas Yesta, Catherine Wright-Volante, David Goldsmith, Nick McGuire, Brian Krieger, David Cowell, Luis Hernandez, Jason Michalik, Matthew Doss, Ronald Jones.

- D. Each February 1st, all cash balances in excess of twenty-two thousand (\$22,000) dollars will be paid out to the employees. In addition, employees may request and receive a cash payout for balances in excess of four thousand (\$4,000) dollars once a year with a minimum requested payout of one thousand (\$1,000) dollars. 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.
- E. An employee will be allowed to apply his/her excess equivalent of sixty (60) days to provide for early retirement provided that written notice is given to the Chief of Police of his/her desire to do so prior to January 1st of each year. If the employee chooses to retire early, he/she will then be allowed to accumulate the equivalent of two hundred twenty (220) sick leave days with the equivalent of sixty (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.

19.2: Using Sick Leave

- 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 enlist a replacement.
- 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/her supervisor or the Chief of Police can be contacted.

19.3: Personal Leave Days

Employees who work a minimum of five hundred (500) hours within a calendar year will be allowed three (3) days personal leave per year provided they have sufficient cash account balance in their sick bank to cover the leave time requested. These days will be deducted from the cash account balance at the employee's current wage rate. The employee must request in writing from his supervisor twenty-four (24) hours in advance of the day requested whenever possible. Employees will not be required to provide reasons for these leaves. This absence shall not be counted against the employee's bonus leave program provided for in Section 19.5. Personal leave days will not be taken the day before or the day after the day given off as a holiday unless a written request stating the reason is made and prior approval is obtained. Employees shall not be entitled to personal leave days during the first twenty-four (24) months of employment.

19.4: Members Death. 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.

19.5: Sick Bonus. If an employee is absent no more than five (5) days due to illness in a calendar year, he/she shall receive an additional six (6) days pay as a bonus or six (6) days paid leave at the employee's option. If an employee 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.

Employees hired on or after July 1, 2002:

After the completion of the first twenty-four (24) months of service, employees will be entitled to qualify for six (6) days bonus time for each January through December that the employee isn't absent more than five (5) days due to illness.

19.6: Extended Leave. If an employee exhausts his/her available sick bank, accumulated vacation days may be used to extend the sick leave.

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

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

ARTICLE 20 **BEREAVEMENT LEAVE**

20.1: An employee shall be entitled to five (5) consecutive bereavement days (actual work or non-workdays) 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, 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 the five (5) contractual bereavement 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 21 **HOLIDAYS**

21.1: 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, and New Year's Eve.

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

21.3: 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.

21.4: 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.

21.5: 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 22 **INSURANCE**

22.1: Life/Accident. The Municipality shall provide for each employee life and accident insurance of fifty thousand (\$50,000) dollars, with double indemnity if he/she dies in the line of duty or while acting in the capacity of a police officer. The City agrees to furnish for each employee a sickness and accident insurance benefit of one hundred (\$100) dollars weekly for a maximum of twenty-six (26) weeks. The premium cost shall be paid by the Municipality. Said benefit shall commence the first day following an accident or the eighth day following the onset of an illness.

- 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.

22.2: Medical. Employees hired before July 1, 2002, shall be provided with Community Blue PPO Option 1 Basic Plan with the Mental Health 20% Rider, which brings in-patient mental health care up to 80%; the PCM \$500 Rider, which provides for \$500 per member, per year for preventative services; the Office Visit \$20 Rider; and the CBC MT \$20 Rider, which provides for \$20 co-payment for chiropractic services. The employee will have the option of enrolling in the Health Alliance Plan or Blue Care Network in lieu of Community Blue PPO. Employees hired on or after July 1, 2002, shall have the option of Blue Care Network or Health Alliance Plan. All three plans will provide riders for prescriptions drugs with \$10.00 co-pay and preferred RX mail order (same co-pay for 90 days). The above plans will cover the employee, his/her spouse and their dependent children, as defined by the Plan, through the end of the year in which they reach their 19th birthday. Full-time college students, as defined by the Plan, shall be covered through the end of the year in which they reach their 23rd birthday. Adult disabled dependents, as defined by the Plan, shall continue to be covered provided they meet all of the requirements of the Plan.

- A. Medical Premium Co-Payment. Employees shall have deducted from their weekly wages a medical premium co-payment based on the contract type the employee is enrolled in, in accordance with the following schedule:

One Person - \$10.00
Two Person - \$20.00
Family - \$25.00

Said co-payment shall be tax exempt through the City's Cafeteria 125 Plan for deferred premiums.

If the employee's spouse is employed by the City, they and their family will only be eligible to be covered on one of the City's health insurance policies. Whichever of the two is enrolled as the primary subscriber will be

subject to the language regarding health insurance which is set forth in the collective bargaining agreement of the subscriber.

Employees who are not covered under the City's health insurance program shall be exempted from the co-payment for medical premiums. This exemption shall be in addition to the "payment in lieu of health insurance" provision of the Contract. The employee, who elects to opt out of the City's medical insurance program, will not be entitled to re-enroll in the program until the next annual open enrollment period, except in the event that the employee has outside coverage that has been discontinued or terminated. The co-payment for medical premiums will begin immediately upon the reinstatement of the employee's medical insurance.

The medical premium co-payment required herein is intended to extend to active employees only, and retirees shall not pay medical premium co-payment on health insurance, either now or in the future.

- B. Payment in Lieu of Medical Insurance. Employees who elect not to be covered by the City's medical insurance program will receive a monthly cash payment based on the employee's eligibility for coverage as follows:

Single Person Policy = \$150

Two Person Policy = \$300

Family Policy = \$400

The above will not apply to employees whose spouse is an employee or retiree of the City or who is eligible to be covered by any other City paid medical insurance. The employee who elects to opt out of the City's medical insurance program, will not be entitled to re-enroll in the program until the next annual open enrollment period, except in the event that the employee has outside coverage that has been discontinued or terminated.

22.3: Dental. Dental coverage shall be provided for the employee, the employee's spouse, and dependent children, as defined by the Plan, through the end of the year in which they reach their 19th birthday. Full time college students, as defined by the Plan, shall be covered through the end of the year in which they reach their 23rd birthday. Adult disabled dependents, as defined by the Plan, shall continue to be covered provided they meet all of the requirements of the Plan.

Dental coverage shall be Delta Dental Class I, II, III, and IV, as follows:

Class I: Preventative and diagnostic services and emergency palliative treatment and radiographs (x-rays), one hundred (100%) percent;

Class II: Oral surgery, endodontic, and periodontic services; relines and repairs; restorative services; eighty (80%) percent;

Class III: Prosthodontics, eighty (80%) percent;

(Maximum payment per person, per year for Class I, II and III benefits shall be one thousand (\$1,000) dollars.)

Class IV: Orthodontics, fifty (50%) percent with a three thousand (\$3,000) dollar lifetime maximum per eligible person. The orthodontic age limitations are waived for eligible subscribers, spouses and dependent children.

22.4: Optical. The City shall provide optical coverage for the employee, the employee's spouse, and dependant children, as defined by the plan, through the end of the year in which they reach their 19th birthday. Full time college students, as defined by the Plan, shall be covered through the end of the year in which they reach their 23rd birthday. Adult disabled dependants shall continue to be covered provided they meet all of the requirements of the Plan. The plan in general provides for an optometric refraction and glasses, if needed, or fifty (\$50.00) dollars towards contact lenses once every two (2) years for each eligible member. The plan details the types of frames and lenses available.

Effective July 1, 2006, optical coverage shall be changed to SVS Vision Plan A, which includes an optometric refraction and glasses once every year.

22.5: Member Death. In the event an officer dies while on duty or while acting in the capacity of his/her oath of office, the City shall provide continued medical, dental and optical insurance coverage as defined in Sections 22.2, 22.3 and 22.4 to the un-remarried spouse and dependent children, as defined by the Plan, through the end of the year in which they reach their 19th birthday. Full time college students, as defined by the Plan, shall be covered through the end of the year in which they reach their 23rd birthday. Adult disabled dependents, as defined by the Plan, shall continue to be covered provided they meet all of the requirements of the Plan. This coverage shall continue until the spouse remarries, provided that equal coverage is not available to the spouse through other employment.

22.6: In the event the U.S. Congress imposes a national style health care program during the term of this Agreement it is agreed and understood that the City and the Union will reopen and renegotiate the terms and conditions of this Article.

22.7: Retirement:

- A. The Municipality shall continue to provide paid medical-hospitalization coverage to retirees and their families. Should a retired officer die prior to his/her spouse, the spouse and their dependent children, as defined by the Plan, will be covered through the end of the year in which they reach their 19th birthday (or through the end of the year in which they reach their 23rd

birthday if they are a full time student) shall continue to receive the same medical hospitalization coverage. Adult disabled dependents, as defined by the Plan, shall continue to be covered provided they meet all of the requirements of the Plan. Coverage shall continue for the un-remarried spouse so long as equal coverage is not available to the spouse through other employment.

The Municipality shall continue to provide paid medical-hospitalization coverage after retirement, until death, or until the sworn officer is employed elsewhere and is eligible to be covered under their employer's health insurance. In the event the retiree's outside medical-hospitalization coverage is cancelled, terminated or no longer available, the retiree shall be re-enrolled in the plan designated in this Article without delay. Retirees shall not suffer a reduction in benefits as the result of going to outside health insurance.

If a retiree or his or her spouse is enrolled in or is eligible to participate in another plan(s), the City shall not be obligated to provide dual coverage. However, if the retiree's outside coverage lacks in any or all areas of coverage (i.e., medical-hospitalization, drug rider, etc.), the City will pay the necessary premiums in order to supplement the retiree's outside insurance where inferior. In the event the retiree's outside coverage is discontinued or terminated, the retiree will be enrolled in the City's insurance plan(s) upon written application by the retiree, without lapse of coverage. It is the intent of this provision that no retiree shall suffer a loss of benefits or coverage as a result of the termination of the basic City insurance coverage.

- B. If said retired officer shall become eligible for Medicare, the retiree 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 dependant children as described in Section 22.2 with complementary coverage substantially equivalent to that described in Section 22.2 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 Pension Plan will reimburse the retiree the amount charged for Part A. In no event shall the cost of said benefit exceed the cost of current employee hospitalization coverage.
- C. Retirees shall be eligible to participate in the City's Dental and Optical Insurance Programs pursuant to the following conditions:

The present cost and future increases in the cost of said insurance programs shall be borne by and be the exclusive responsibility of each retiree. Payment by the retiree for said programs shall be accomplished by deducting the applicable amount from the retiree's pension payments.

Optional retiree paid dental and/or optical insurance must be elected at the 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 and/or optical coverage and subsequently drops the coverage will be forever ineligible for re-enrollment.

- D. Retirees who elect not to be covered by the City's medical insurance program will receive a monthly cash payment based on the retiree's eligibility for coverage as follows:

Single Person Policy = \$150
Two Person Policy = \$300
Family Policy = \$400

The above will not apply to retirees whose spouse is an employee or retiree of the City or who is eligible to be covered by any other City paid medical insurance. The retiree who elects to opt out of the City's medical insurance program, will not be entitled to re-enroll in the program until the next annual open enrollment period, except in the event that the retiree has outside coverage that has been discontinued or terminated.

- E. If a 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.
- F. Employees shall be entitled to the same level of medical/hospitalization/prescription drug insurance benefits in retirement that are in effect on their first date of retirement. This paragraph shall not be considered to be in conflict with paragraph B of this Section.
- G. The City may elect to have retiree medical/health insurance premiums paid from the pension fund.

ARTICLE 23

COURT TIME

23.1: Court or Legal Proceedings Within the City. Employees who are off duty and required to appear in the 23rd District Court or other legal proceedings within the City, 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. he/she will be allowed an added four (4) hours for the second appearance, subject to the approval of the Chief of Police.

- B. Employees required to sign complaints at courts or prosecutors' offices within the City will be compensated for two (2) hours at the employee's current hourly straight time rate of pay.
- C. If the employee fails to appear as set forth above, he/she 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.

23.2: 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. AM and PM 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.

23.3: An employee who is scheduled to work and who, during the course of his/her shift is required to appear in court and whose appearance extends beyond the end of his/her 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.

23.4: Valid proof of appearance by signature of the judge or his/her 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.

23.5: 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. The employee shall substantiate the spending of these funds.

23.6: In the event an employee is required by summons to serve as a juror in any court or legal proceedings, he/she shall be considered as working his/her normal tour of duty without loss of pay, leave time, or vacation. The intent of this Section is that no employee shall suffer a loss of pay as the result of serving as a juror. In no event shall an employee be compensated beyond their normal day's wages as the result of serving as a juror. This provision shall not be applicable to an employee who serves as a juror on a non-scheduled workday.

ARTICLE 24
SALARY SCHEDULE

24.1: Sworn Officers' Pay Schedule
Effective July 1, 2005 through June 30, 2006:

CPL/DET	\$56,661.47
39 Months	\$54,957.85
30 Months	\$52,014.88
18 Months	\$42,961.33
12 Months	\$40,834.59
6 Months	\$39,774.99
3 Months	\$38,715.35
Start	\$37,655.54

Effective July 1, 2006 through June 30, 2007:

Employees shall receive the greater of a 3% wage increase or the average wage of top patrol officer in the following, mutually agreed upon comparable police departments in effect July 1, 2006: Dearborn, Dearborn Heights, Canton, Livonia, Westland, and Southfield.

Effective July 1, 2007 through June 30, 2008:

The greater of a 3% wage increase or the average wage of top patrol officer in the following, mutually agreed upon comparable police departments in effect July 1, 2007: Dearborn, Dearborn Heights, Canton, Livonia, Westland, and Southfield.

ARTICLE 25
RECREATION CENTER MEMBERSHIP
SPORTSPLEX ICESKATING PRIVILEGES

25.1 Membership in the City's Recreation Center shall be granted and renewed annually to all active and future employed members and their immediate household family members. Participation in limited attendance activities may be restricted to non-peak hours at the City's sole discretion. Said membership shall terminate upon the ending of the members employment with the City.

25.2 Police Officers with proper identification, may have open skating privileges at the City's Sportsplex, limited to space availability as determined by the City.

ARTICLE 26
UNIFORM AND EQUIPMENT ALLOWANCE

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

26.2: Officers shall be given a uniform allowance in the amount of six hundred (\$600) dollars annually, payable as follows: three hundred (\$300) dollars the first payday in May and three hundred (\$300) dollars the first payday in September.

26.3: Officers such as members of the detective bureau who are required to wear civilian clothes shall also receive the above allowance.

26.4: The City agrees to credit fifty (50%) percent of the cost of a new vest in conjunction with the Federal Bulletproof Vest Partnership Grant Act of 2000, plus two hundred fifty (\$250) dollars towards the replacement of a vest to each officer every five (5) years. The City agrees to be billed for the vest and the difference between the credit and the price of the vest will be deducted from the officer's payroll.

In the event of the elimination of the Federal Bulletproof Vest Partnership Grant, for any reason, the City will reimburse only two hundred fifty (\$250) dollars toward the replacement of a vest every five (5) years.

26.5: A class A and class B uniform shall be established. Class A uniform shall be the current uniform issued and shall be worn with a tie. Class A uniforms shall be worn to court, when working an inside position or any special detail determined by the Chief of Police.

Class B uniform shall be the Elbeco brand BDU style uniform with web gear. Class B uniform shall be worn for patrol duties. Officers will have to purchase this uniform by July 1, 2006 at their own expense.

ARTICLE 27

TRADING OF ASSIGNMENTS

27.1: Subject to departmental manpower requirements, 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 patrol officers in the FTO Program or trading from bureau to bureau.

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

ARTICLE 28

SAFETY, TRAINING TIME AND EDUCATION

28.1: The Association Safety Committee Chairman or his/her designee and the Police Department Chief, Deputy Chief or his/her designee, who shall be a member of the command unit will attend the City of Taylor monthly Safety Committee meetings when convened 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.

28.2: The written safety code shall contain the following safety regulations:

- A. Patrol officers will double, using two (2) man cars between sunset and sunrise with the understanding that there will be a minimum of two (2) double cars on duty between sunset and sunrise.
- B. Equipment - proper equipment, including but not limited to helmets, nightsticks, flashlight 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 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.

28.3: Qualifications in weapons shall be made during the officer's normal tour of duty. 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 officers' time and not subject to pay. Other heavy arms will be fired annually.

Officers must meet the minimum qualifying standards of score established by the Department with his/her Department handgun. 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 bi-annual shoot, the officer may be disciplined, including suspension.

28.4: 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. Employees who use their own vehicles will receive mileage of fifteen (\$.15) cents 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.
- C. Employees who fail to attend required police training schools and/or seminars without reasonable excuse are subject to disciplinary action.

28.5: 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. Employees who fail to attend Department required in-service training without reasonable excuse are subject to disciplinary action.
- B. The criteria for training officers will be established by police management.

28.6: Field Training Officer (FTO) Program. 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 (5%) percent over their base scale pay for the hours actually worked in the training capacity.

28.7: Education Reimbursement/Education Bonus.

- A. The Municipality agrees to assist 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/her designee, specifying the class, college or university to be attended, dates and hours of class, and proof of application for any other governmental funds that are or may become available to the officer.
 - (2) The Chief of Police or his/her 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 officer the difference between the actual cost of tuition and required books, and the amount paid by 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 in police administration at a college or university approved by the North Central Accreditation Committee. The original paid receipt for the class(s) must accompany the transcript and request.
 - (1) The parties agree that the City contribution for required books will be confined to forty-five (\$45.00) dollars and books in excess of the amount will be prorated twenty (20%) percent by the officer and eighty (80%) percent by the City.
- C. A yearly bonus shall be paid to officers as an incentive to achieve higher education according to the following schedule:

Associate Degree	\$ 250.00
Bachelor Degree	\$ 500.00
Master Degree	\$1,000.00
Double MA/MS	\$1,600.00
Pre Doctorate	\$2,000.00
Doctorate	\$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 Police Department. 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 29 **AUXILIARY POLICE - WEIGHTS AND MEASURES**

29.1: 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 is 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

Auxiliary police shall be authorized to issue citations for violation of fire lane, garbage day, 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.

29.2: The City of Taylor shall have the right to assign weights and measures responsibilities to whichever entity, department or division it deems appropriate.

**ARTICLE 30
DISPATCH**

30.1: The City shall have the right to employ full and/or part-time non-uniform dispatchers. The civilian dispatchers shall perform duties directed by command personnel. Said duties are to be confined to the dispatch function and associated responsibilities.

30.2: Civilian dispatchers shall be compensated at an hourly rate equal to that negotiated for Taylor police cadets.

**ARTICLE 31
NON-PARITY**

31.1: 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 32
HAZARD PAY**

32.1:

- A. The Municipality agrees that each officer of the Department shall be paid hazard pay in the amount of six hundred (\$600) dollars. Such payment shall be paid semi-annually, three hundred (\$300) dollars shall be paid beginning on the first pay period in July and three hundred (\$300) dollars shall be paid on the first pay period in January.
- B. 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 33
WEAPON ISSUE**

33.1: The standard weapon issue for the Department shall be a Glock 40, and shall be provided to each officer of the Department. If the officer elects not to accept the Glock 40, he/she 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 service weapon provided it meets Department standards.

33.2: Upon retirement under the agreed upon retirement plan in effect at the time, after ten (10) years service with the City; the officer shall have the standard issue service weapon as his/her own property.

ARTICLE 34
DISTRIBUTION OF CONTRACT AND OTHER DOCUMENTS

34.1: 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.

34.2: The Collective Bargaining Agreement will be provided by the Municipality to the Association within a reasonable time after signing. The cost of printing said Agreement shall 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 35
EMPLOYEES' BILL OF RIGHTS

35.1: Polygraph. It is understood that no examination, questioning or interrogation by mechanical (i.e., polygraph or lie detector), or chemical (i.e., Sodium Pentothal 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.

35.2: Civil Suits. 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, attorneys' fees, investigation costs, settlements and/or judgments 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 Union.

Employees shall have the right to bring civil suit against any person, group of persons, or any organization 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/her designee.

35.3: Shootings. 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.

35.4: Release of Information. The Chief of Police may release an employee's name, age, rank, length of service, and information relating to the charges he/she 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.

35.5: 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.

35.6: 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.

35.7: Personnel Files. 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., except holidays).

35.8: The employees' files shall not be made available to any person or organization other than the employer and employee without the employee's expressed authorization except for promotional purposes or under judicial subpoena.

ARTICLE 36

MISCELLANEOUS

36.1:

- A. Outside Employment. 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. Political Activity. Except when on duty or when acting in his/her 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. Leaving Area. Employees may absent themselves from 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 he/she can receive messages of an emergency nature.

ARTICLE 37
ASSOCIATION RIGHTS

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

37.2: Special conferences on important policy matters will be arranged between the Association President or his/her designee and the Chief of Police or his/her 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.

37.3: The Department shall not refuse to meet, negotiate, or confer on proper matters with representatives of the POAM 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 38
PRISON PICK-UPS WITHIN THE STATE OF MICHIGAN

38.1: 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 (1) day including travel time.
- B. No officer shall be required to drive alone over two hundred (200) miles round trip for any prisoner pick-up.
- C. All transportation, food, and lodging expenses will be advanced to the officer in cash prior to departure. 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 transport 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.

- H. A cell phone, spare tire and jack, and petty cash shall be made available to officers prior to any transports.

ARTICLE 39
DISCIPLINARY PROCEEDINGS

39.1: 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 action 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 Union representation when this discipline is offered and the individual shall have twenty-four (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 files for more than one (1) year. Any other matter that is handled at the Commander's Hearing level for whatever reason shall remain in the employees file unless, after two (2) years, 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) When disciplinary suspension is mutually agreed upon, said disciplinary time off shall not be charged to the employee's bank, bonus, or vacation time unless he/she agrees to such action of his/her own free will and specifies in writing.

39.2: 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 ten (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 felonies or misdemeanors involving moral turpitude, charges shall be brought within ninety (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 and 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, he/she 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 forty-eight (48) hours to obtain said representation, 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. 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/her determination and notify the individual of his/her decision in writing.
- F. Upon receipt of written and signed charges from either internal or external sources, the Chief of Police may impose discipline.

- G. In the event the decision is unfavorable to the employee, he/she shall have thirty (30) days to appeal such decision to the arbitration process.
- H. 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.
- I. The following guidelines shall apply to all Department hearings, and interrogations, with the exception of Commander Hearings:
 - (1) The interrogation shall be conducted at a reasonable hour, preferably at the time when the employee is on duty, otherwise he/she 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 complainants and accusers.
 - (4) Interrogating sessions shall be for reasonable periods and shall be timed to allow for 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 board's complete interrogation of a member subject to this Agreement shall be recorded.

39.3 Discipline for Excessive, Unexcused Absences.

- A. Upon accumulating a third unexcused absence within a ninety (90) day period, an employee shall be issued a First Written Warning.
- B. Upon accumulating two (2) unexcused absences within any ninety (90) days after issuance of the First Written Warning, but before the record is cleared, the employee shall be served with a Second Written Warning.
- C. Thereafter, upon accumulation of two unexcused absences within any ninety (90) day period of the last previous disciplinary measure, but before the record is cleared, the following sequence of time off without pay penalties shall be imposed: a three (3) day suspension without pay for the

third offense and a five (5) day suspension without pay for the fourth offense.

- D. Any employee who accumulates two (2) unexcused absences within any ninety (90) days of receiving the fourth offense five (5) day suspension, but before the record is cleared, may be discharged.
- E. For each ninety (90) days of attendance unmarred by any unexcused absences, the employee's record shall be rolled back one step.

Unexcused absence for the purpose of this Section shall be defined as any absence for which the employee has not received prior approval and which is not accompanied by a doctor's note.

ARTICLE 40 **ILLEGAL SUBSTANCE ABUSE/DRUG TESTING**

40.1: The Mayor and City Council of the City of Taylor and the Taylor Police Officers Labor 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 Police Officers Labor 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 Police Officers Labor Association hereby agree 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.

40.2: Association members will be selected on a random basis for drug testing up to a maximum of four (4) times per year. In addition, the Chief of Police or his/her designee will have the right to order any Association member to submit to a drug test without any reason once every twelve (12) 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/her designee without regard to the above restrictions. Upon receipt of a written order signed by the Chief of Police or his/her designee, the Association member will immediately proceed to the City's industrial clinic, which is currently Brookside Health Center, 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.

40.3: 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 of Police or his/her designee shall draw the appropriate number of names.
3. The Chief of Police or his/her 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.

40.4: When duly ordered, the Association member will present himself/herself 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 (10) drug groups as follows using NIDA standards.

<u>Drug or Drug Group</u>	<u>Metabolite Detected</u>
Amphetamine	Amphetamine Methamphetamine
Cocaine metabolites	Benzoyllecgonine
Marijuana metabolites	Delta-9-THC-9COOH
Opiate metabolites	Codeine Total Morphine
Phencyclidine	PCP
Barbiturates	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 immunoassay 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 (1) 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.

40.5: The urine specimen which tests positive by the GC/MS process will be retested by Smith Kline if requested in writing by the Association member within five (5) calendar days of being notified that the specimen tested positive. 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.

40.6: 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.

40.7: 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 of the Chief of Police to be conducted within three (3) working days. The member may have the hearing extended an additional seven (7) working days by submitting a written determination within one (1) working day after notification 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/her 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 VII. Such appeal must be made within thirty (30) calendar days of the Chief's decision or the matter will be considered dropped.

40.8: 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 substance 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.

ARTICLE 41 GENERAL

41.1: 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, the employees in the Bargaining Unit, and in the event that any provision of this 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, therefore, such provision shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

41.2: A copy of this Agreement shall be distributed by the Municipality to all employees of the Police Department.

41.3: 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, except as enumerated herein.

This Section shall not pertain to the Police Cadet Program, or 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.

ARTICLE 42 DURATION

42.1: This Agreement shall be in effect July 1, 2005 and shall remain in full force and effect to and including June 30, 2008.

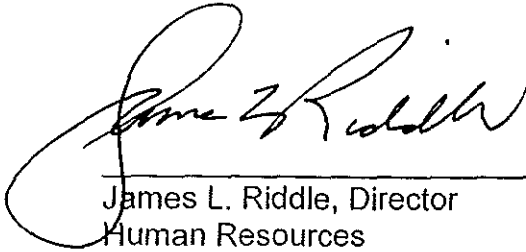
42.2: The parties agree that commencing not later than April 1, 2008, they will undertake negotiations for a new agreement for the succeeding period.

42.3: 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.

In witness whereof, the parties hereto have executed this Agreement by their
duly authorized representatives the 1st day of May, 2005.

CITY OF TAYLOR

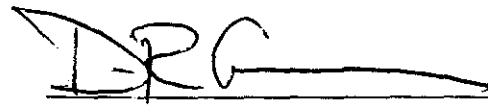
POLICE OFFICERS
ASSOCIATION OF MICHIGAN


James L. Riddle, Director
Human Resources

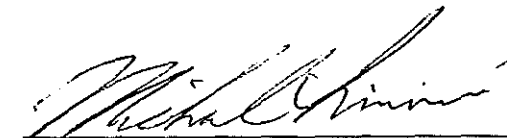

Gary Pushee, Business Agent

TAYLOR POLICE OFFICERS
LABOR ASSOCIATION


Scott Atkinson, President


Dale Chapman, Bargaining Committee


Maureen Brinker, Bargaining Committee


Michael Lividini, Bargaining Committee


David Jones, Bargaining Committee