

AGREEMENT BETWEEN THE CITY OF TAYLOR  
AND  
THE COMMAND OFFICERS  
ASSOCIATION OF MICHIGAN

JULY 1 2006 THROUGH JUNE 30, 2011

## INDEX

ARTICLE	PAGE
1. RECOGNITION .....	1
2. PURPOSE .....	1
3. RESPONSIBILITY OF THE MUNICIPALITY .....	2
4. UNION ACTIVITIES .....	3
5. AGENCY SHOP-CHECK-OFF-UNION SECURITY .....	4
6. GRIEVANCE AND ARBITRATION .....	5
7. SENIORITY AND PROMOTIONS .....	7
8. MAINTENANCE OF CONDITIONS .....	9
9. LEAVE OF ABSENCE .....	9
10. PHYSICAL EXAMINATIONS .....	10
11. PENSION .....	11
12. HOURS OF WORK .....	13
13. OVERTIME AND CALL IN .....	15
14. INJURIES .....	19
14. VACATIONS .....	19
16. SICK TIME .....	21
17. BEREAVEMENT LEAVE .....	23
18. HOLIDAYS .....	24
19. INSURANCE .....	24
20. COURT TIME .....	29

ARTICLE	PAGE
21. RECREATION CENTER MEMBERSHIP/SPORTSPLEX .....	30
22. SALARY SCHEDULE .....	30
23. LONGEVITY PAY .....	31
24. UNIFORM AND EQUIPMENT ALLOWANCE .....	31
25. TRADING OF ASSIGNMENTS .....	32
26. SAFETY, HEALTH, WELFARE & EDUCATION .....	32
27. GENERAL .....	34
28. PRISON PICK-UPS WITHIN THE STATE OF MICHIGAN .....	35
29. HAZARD PAY .....	36
30. WEAPON ISSUE .....	36
31. DISTRIBUTION OF CONTRACT AND OTHER DOCUMENTS .....	36
32. EMPLOYEES' BILL OF RIGHTS .....	37
33. MISCELLANEOUS .....	38
34. ASSOCIATION RIGHTS .....	39
35. DISCIPLINARY PROCEEDINGS .....	39
36. ILLEGAL SUBSTANCE ABUSE/DRUG TESTING .....	42
37. DURATION .....	45

**ARTICLE 1**  
**RECOGNITION**

THIS AGREEMENT, entered into between the City of Taylor (hereinafter referred to as "City") and the Command Officers Association of Michigan, representing the Command Officers of the City of Taylor Police Department holding the rank of Sergeant, Lieutenant or Commander (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 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 command officers in the contract 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 the officers or representatives of the Command Officers Association of Michigan representing the Command Officers of the City of Taylor Police Department holding the rank of Sergeant, Lieutenant or Commander.

"Contract Unit" as used above refers to all command officers in the Police Department who come under the provisions of the Civil Service for Police Departments, Act 78, Public Acts of 1935, as amended.

"Command Officer" shall mean the members of the Taylor Police Department holding the rank of Sergeant, Lieutenant, or Commander.

**ARTICLE 3**  
**RESPONSIBILITY OF THE MUNICIPALITY**

- 3.1 The Municipality, through the Mayor, and the 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, layoff, 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 transfers within a classification, from one division to another within the Department, the City shall give consideration to any command officer who may request such a transfer. Except under emergency conditions, available openings in bureaus or units will be posted for ten (10) days allowing officers to submit their names and qualifications for consideration. However, the final determination as to the command 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 the 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 Municipality's Police Department and to require compliance therewith by the employees. The Association reserves the right to question the reasonableness of the Municipality's rules or regulations through the grievance procedure and through the arbitration procedure hereinafter provided, or through procedures provided in Act 78, of Public Acts of 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 or Section shall not abridge any rights granted by law to the Association.

**ARTICLE 4**  
**UNION ACTIVITIES**

- 4.1 Command Officers and their Association representatives shall have the right to join the Association, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining of 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 Contract Unit.
  - B. The Department shall not discriminate against a command officer because he has given testimony or taken part in any grievance procedure or other hearings, negotiations, or conferences as part of the labor organization recognized by this Agreement.
- 4.2 A. The President and the authorized contract negotiating committee of the Contract Unit shall be afforded reasonable time during working hours without loss of pay, to attend contract negotiation meetings. The Association contract negotiating committee will include not more than three members and the President of the Association. Overtime or compensatory time will not be paid for committee members or the President attending such meetings during non-duty hours.
- B. The President and the authorized grievance committee of the Contract Unit shall be afforded reasonable time during working hours without loss of pay to process grievances with the Municipality, and all other functions required in the administration and enforcement of this Agreement.
- 4.3 The Association shall have the right to select an individual to act as steward on each shift. The steward shall be available to the command officers on each shift for the receipt of grievances. However, neither the receipt of grievances nor the processing of the grievance by said steward shall interfere with the operations of the Department. If the steward receives permission from either the Chief of Police or the officer in command, he may discuss said grievance during the shift with either the affected employee or the Chief of Police 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.

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

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

- 4.5 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 boards shall be identified with the name of the Association and the Association may designate the persons responsible therefore.
- 4.6 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 5**  
**AGENCY SHOP-CHECK-OFF-UNION SECURITY**

- 5.1 The Municipality shall not enter into any agreements with its command officers individually or collectively, or with any other organization which in any way conflicts with the provisions hereof.
- 5.2 All command officers hired on or after the signing of this Agreement by the parties and as a condition of continued employment by the Employer shall either:
- A. Sign and deliver to the employer an assignment authorizing deduction of membership fee and regular dues commencing with completion of a thirty (30) day period from the date of promotion into the Contract Unit.
  - B. It is understood the Association will represent these employees during their probationary period for hours, wages, and conditions of employment. However, terminal actions shall not be subject to the grievance procedure during the probationary period.
  - C. Those command officers who are currently on the payroll and who have completed the period mentioned above, and who are not members of the Association must cause to be paid to the Association a representation fee equivalent to the initiation fee and dues of the Association by authorizing the deduction of such in writing within thirty (30) days of the date of this Agreement.

In the event that any command officer shall fail to comply with either of the three preceding sub-paragraphs, the employer, upon receiving a signed statement from the Association indicating the command officer has failed to comply therewith, shall immediately notify said command officer that his services shall be discontinued within thirty (30) days of the date of said

notice. The refusal of any command officer 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.

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

**ARTICLE 6**  
**GRIEVANCE AND ARBITRATION**

- 6.1 A. A dispute shall mean a complaint by the Association and/or a command officer or group of command officers based upon an event, condition or circumstance under which a command officer works which is allegedly caused by violation or misinterpretation of any of the provisions of this Agreement, or any unfair, inequitable or unjust treatment.
- B. The primary purpose of the procedure set forth in this Section is to secure, at the earliest possible level, equitable solutions of complaints or grievances. Both parties agree that proceedings under this Section shall be kept as informal and confidential as may be appropriate.
- C. It shall be the firm policy of the Employer to assure to every command officer 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 employment status.
- 6.2 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: A command officer having a dispute shall first take the matter up with his immediate supervisor except in those occasions when the alleged grievance is against the immediate supervisor, wherein those grievances will be filed with the next higher officer in the chain of command, in writing, with or without the officer's association representative present, at the command officer'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 command officer may, within five (5) days (excluding Saturdays, Sundays and holidays), file the complaint in writing to the Chief of Police for review. The Chief of Police or his designee of 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 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 designee shall, upon receipt of the dispute, make written disposition of 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, through its Secretary or President, shall have thirty (30) days in which to invoke arbitration in those cases 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 of 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 shall have ninety (90) days in which to refer the grievance case to the American Arbitration Association or the grievance shall be settled. An arbitrator shall be selected in accordance with the rules, regulations and procedures of the American Arbitration Association. The decision of the Arbitrator shall be final and binding on all parties. The arbitrator may not add to, subtract from, change or amend any terms of this Agreement and shall only concern himself with interpretation and application of the terms of this Agreement. The expense of such impartial arbitrator shall be borne equally by the City and the Association. However, in those cases where settlement is made prior to arbitration which results in a billing, the full cost shall be borne by the party requesting cancellation of arbitration. In those arbitrations involving discipline or discharge of command officers, the arbitrator shall determine if the discharge or discipline is for just cause. He may review the penalty imposed and is empowered to determine if the penalty is appropriate or unduly severe and he may modify it accordingly. The arbitrator shall have authority in discharge and discipline cases to order payment of back wages and compensation for a command officer which the command officer would otherwise have received. The arbitrator may, in his discretion, deduct compensation if any is earned elsewhere in the period in question, which compensation is attributable to the discharge, suspension or layoff period in issue and which would not have been earned otherwise. All proceedings before the arbitrator shall be conducted in accordance with the voluntary labor relations rules of the American Arbitration Association. Upon receipt of any

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

- (3) Any dispute not appealed from a decision in one of the steps of the above procedure to the next step, as prescribed, shall be considered dropped.
- (4) In those cases wherein the City has failed to answer any step or steps of the grievance procedure on two or more occasions within the time limits as set forth in this Agreement without obtaining an extension, that grievance will be automatically granted.
- (5) Any step or procedure compliance within a specified time can be extended by mutual agreement of the parties, which agreement, if made other than before the 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 command officers by state and federal law.
- (7) In terminal actions where the Association chooses to defend the employee involved, the actions will be started in STEP TWO of the above grievance procedure.
- (8) It is agreed between the parties that in cases involving discipline for more than three (3) days or discharge, they may be appealed to the Public Act 78 Commission. All other grievances may be appealed to arbitration.

## **ARTICLE 7**

### **SENIORITY AND PROMOTIONS**

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

- A. A promotional list for Commander, Lieutenant and Sergeant will be established and maintained. Tests for these positions will be given every two (2) years unless the existing list is exhausted before the two (2) year expiration date. Those officers with a minimum of two (2) years in grade at the Sergeant level shall be permitted to write for Lieutenant and Commander. All promotional tests for the ranks of Lieutenant and Commander will be given in accordance with Public Act 78. In the filling of a vacancy created in the position of Commander, the Mayor shall have the right to select from any of the next three eligible candidates in lieu of the top three eligible candidates. The Command Officers' Association

agrees that the interpretation of "next three" shall be consistent with the interpretation of "next five" for the filling of entry level police officer positions.

- B. The positions of Police Chief and Deputy Police Chief shall be filled in accordance with this Article. Only Association Lieutenants with at least two years in rank and Association Commanders shall be eligible to test for the position of Deputy Police Chief. Only Association Lieutenants with at least two years in rank, Association Commanders and Deputy Police Chiefs shall be eligible to test for the position of Police Chief. The City and the Command Officers' Association shall agree upon the test and testing procedures for both positions.
- (1) In the filling of a vacancy created in the position of Police Chief, the Mayor shall have the right to select from any of the next three eligible candidates on the Police Chief Eligibility List.
  - (2) If the City, in its sole discretion, elects to fill a vacancy created in the position of Deputy Police Chief, the Mayor shall have the right to select from any of the next three eligible candidates on the Deputy Police Chief Eligibility List.

The Command Officers' Association recognizes and explicitly agrees that the City shall have the right to enter into a Personal Services Contract with individuals being promoted to the positions of Police Chief and Deputy Police Chief; and said Personal Services Contracts shall define all economic and non-economic terms of employment, including but not limited to the pension calculation and years of service that may be applied. The Association further agrees that the Police and Fire Retirement System shall process and pay the pension benefits and all applicable retirement fringe benefits (i.e., medical-hospitalization, prescription drug coverage, etc.) that are provided for by the Personal Services Contracts between the City and the Police Chief(s) and Deputy Police Chief(s). The Association further agrees that all terms and conditions described herein shall apply to all current and future Police Chiefs and Deputy Police Chiefs.

7.2 A command officer shall lose his/her seniority for the following reasons:

- A. S/he quits.
- B. S/he is discharged and the discharge is sustained.
- C. S/he is absent for three (3) consecutive working days without notifying the employer, unless it is impossible to do so. After such absence, the employer will send written notification to the command officer at his/her last known address, that s/he has lost his/her seniority and his/her employment has been terminated.
- D. S/he does not return to work when recalled from layoff.
- E. Failure to return to work from sick leave or leave of absence.

- F. S/he retires.
- G. Termination under Act 78.

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

## **ARTICLE 8**

### **MAINTENANCE OF CONDITIONS**

- 8.1 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.
- 8.2 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.
- 8.3 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 9**

### **LEAVE OF ABSENCE**

- 9.1 All leaves of absence must have prior approval of the Employer. Any officer desiring a leave of absence from his employment shall apply in writing to the Employer for consideration. The granting or denial of a leave of absence shall not be the result of or in any way caused by punitive action, and shall be the result of just and sufficient cause and reason. Denials of leaves of absence shall not be arbitrary or capricious. 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 was requested.
- 9.3 Leaves of absence for trial periods for other employment or for employment of any kind during the leave may be the basis for the termination of the command officer's seniority if the command officer has not been granted permission to take a leave of absence for any of the above reasons.
- 9.4 An employee who is granted any leave of absence shall be required to use all earned, unused sick and vacation time and monies at the start of the leave of absence until all that time and monies are exhausted.

9.5 The employee must make suitable arrangements for paid premiums for continuation of insurance and pension premiums prior to the leave being granted. Further, the command officer 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 command officer nor will other benefits be made available during extended leaves of absence unless suitable arrangements have been made by agreement between the parties prior to taking said leave.

Officers on leave of absence, 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 officer who works a full calendar year will receive bonus day credit for that year even though it would be paid in the following year.

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

9.7 Provisions provided by Act 78, as amended, shall also prevail in this Section where not inconsistent with the terms of this Agreement.

- 9.8 A. Whenever an officer 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 officer 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**  
**PHYSICAL EXAMINATIONS**

10.1 The employer may, at its expense, provide each officer an annual physical examination including, but not limited to chest x-ray and electrocardiogram, sigmoidoscopic, and blood tests. Such examination shall be scheduled as nearly as possible on the anniversary date of the command officer's last physical examination. Further, such examination may be scheduled in a manner which will assure the command officer that s/he shall neither be required to suffer a reduction in pay or use his own free time for the physical examination.

- 10.2 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.
- 10.3 A copy of the examination will be provided to the personal physician of the command officer if the command officer shall so indicate to the employer his/her desire to do so, in writing, either prior to the examination or within ten (10) days thereafter.
- 10.4 The employer also reserves the right to require a command officer to be examined by physician(s), or other members of the medical profession to determine if a command officer is suitable for properly performing his/her duties as a police command officer.

The command officer, at his/her option, may meet with the City with a Union representative present prior to the examination.

**ARTICLE 11**  
**PENSION**

- 11.1 All Command Officers, regardless of date of hire, shall have their pension calculated consistent with this Article. During the life of this Agreement, the pension provisions of Public Act 345, as amended, will remain in full force and effect.
- 11.2 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 multiplied by the first twenty-five (25) years of service credited to the officer plus one (1%) percent of the officer's Average Final Compensation multiplied by the number of whole years of service rendered by the officer in excess of twenty-five (25) years to a maximum of five (5) additional whole years. The maximum pension received by any Command Officer shall be seventy-five (75%) percent of his/her Final Average Compensation. Final Average Compensation is the average of the three (3) years of highest annual compensation received by an officer during his ten (10) years of service immediately preceding his retirement or leaving service.
- 11.3 A. Final Average Compensation shall not be subject to negotiation and/or Act 312 arbitration in any future contracts until February 1, 2015. The Command Officers Association agrees not to seek any pension improvements in bank caps, years of service, percentage multiplier, military service or any other directly related pension benefit for the same period of time. This provision shall not be applicable to demands for wages, longevity, increases in current sick leave, vacation and/or holidays.
  - (1) Final Average Compensation as referred to above includes:
    - a. Base wages
    - b. Overtime pay
    - c. Holiday pay

- d. Vacation time earned and/or unused
- e. Bonus and sick days not to exceed capped bank plus current, if any.
- f. Longevity pay
- g. School or degree pay
- h. Compensatory time

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

- 11.4 The command officers will pay employee contributions required for pension coverage pursuant to the provisions of Act 345. Each command officer's contribution shall be five (5%) percent of his gross earnings.

Employee Pick-Up Contributions: There is hereby created an employer "pick-up" program whereby the 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, for the purposes specified in that section, the 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 it 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.

- 11.5 Effective with approval of the contract by the City Council, the Association will have the right to appoint a representative to the Police and Fire Retirement Board and the Mayor will have the right to appoint an additional City representative. This section will be null and void if any part of it is found to be illegal thereby preventing either party from appointing an additional representative.

- 11.6 Eligible command officers may purchase cadet time under the following conditions:
- A. Command Officers must have continuous service of a minimum of one full year (365 calendar days) as a cadet to be eligible for this benefit.
    - (1) Maximum buy-back for 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).
    - (3) Eligible command officers shall contribute 5% of base wage in effect at the time of purchase for each full and partial year purchased and each year thereafter until retirement.
    - (4) Payment will be made directly to the Chairman of the Pension Board in the full amount for time purchased, with duplicate receipt made (one copy for individual and one for pension file).
  - B. Proof of cadet service time shall be documented with verifiable City records which shall attest to the first day of continuous service.
  - C. The sole reason for purchase of cadet time shall be to obtain credit for years of service towards the Command Officers' retirement. Absolutely no other benefit 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.
- 11.7 At the time of retirement or termination eligible command officers may elect a cash refund of his/her contributions to the pension fund in lieu of the portion of the total monthly retirement benefit otherwise payable to the eligible retiree which would have been derived from such contributions. The actuarially determined reduction shall be calculated by the Pension Board or its designee.
- 11.8 Spousal Vesting: Command Officers' spouses shall be vested in the pension plan upon the officers' completion of ten (10) years of service.
- 11.9 The City shall continue to study the feasibility of participating in the Command pension package improvement proposal.

## **ARTICLE 12** **HOURS OF WORK**

- 12.1 The work schedule of the Police Department is to be determined by police management. A work week will consist of five (5) eight (8) hour work days 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." All command officers 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 command officer actually commences work and he shall be paid for all time worked until he is released from duty. The above provision does not apply to training time during the probationary period.

- A. Command 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. An officer shall advise his superior of his desired special off day within the first (7) seven days of each twenty-eight (28) day 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.
  - B. 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.
  - C. In those cases where the City requires a command 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.
  - D. The City may, as it deems necessary, staff an overlap shift in addition to the present scheduling of four (4) shifts.
  - E. 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 33 shall apply. (The Department and Association may at any time agree to change said schedule.)
  - F. Regarding all other units or bureaus other than patrol, the Association recognizes the need for flexible hours but reserves the right to question the reasonableness of changes.
- 12.2 Lunch Time and Rest Periods: Command officers shall be allowed one-half (1/2) hour lunch period during the eight (8) hour shift. Said lunch period shall be paid for by the City. Further, command officers shall be allowed two (2) ten (10) minute rest periods within and eight (8) hour shift.

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

- 12.3 Payday shall be Thursday of each week for the hours worked in the preceding week. In the event Thursday falls on a holiday, payday shall be the preceding day. The City, at its sole discretion, has the right to change the payroll schedule from every week to either every other week or twice per month.
- 12.4 All employees shall convert to the City's direct deposit program.

**ARTICLE 13**  
**OVERTIME AND CALL IN**

- 13.1 Overtime pay shall be paid to officers of the Police Department for all work in excess of eight (8) hours worked on their regularly scheduled work day or work days under the present work schedule. Such overtime shall be paid at the rate of time and one-half, which for the purposes of this Agreement shall be deemed to be the annual salary of such command officer as set forth in this Agreement divided by 2,080 hours.
- A. Command officers called in to work during non-scheduled hours shall be paid at the rate of time and one-half for all non-scheduled hours worked.
  - B. Overtime may be applied to compensatory time at the rate it was earned (straight time or time and one half).
  - C. The maximum compensatory time which may be accumulated is sixty (60) hours; this may be accumulated by forty (40) hours of overtime at time and one-half, or sixty (60) hours of straight time, that is court time, or any combination thereof.
  - 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 for each rank to be maintained so as to insure equal opportunity for overtime among eligible command officers.
    - (1) Command Officers holding the rank of Commander shall be placed at the end of the Lieutenant's list, to be called only if no Lieutenant is available.
  - F. Refusal by a command officer to accept overtime at the time it is offered shall cause such command officer's name to be placed at the bottom of the overtime list except when the command officer is deemed non-eligible.
- 13.2 Overtime Distribution: The overtime distribution procedure will consist of a four (4) card system, as follows:
- A. Red Card represents time and one-half overtime of at least eight (8) hours (generally for shift replacement).

- B. Green Card represents time and one-half overtime less than eight (8) hours. (Presidential details and the like; this shall exclude prisoner runs and holdovers of an emergency or exigent nature). Whenever there is sufficient advance notice of the need and time to call in officers, the system shall be used, otherwise holdovers are permitted.
- C. Blue Card represents straight time overtime (excluding court time and training time). This could include supervision of auxiliary police under the Letter of Agreement dated January 18, 1982 as amended.
- D. White Card represents sporting events and scheduled related events.

13.3 Overtime Eligibility:

- A. Any officer that is working during the period for which the overtime is offered shall be not eligible (N.E.) and placed on the N.E. list.
- B. No employee shall work more than sixteen (16) hours in any twenty-four (24) hour period. This could involve the case of an officer who:
  - (1) Has already worked a double at the time his number will come up, or
  - (2) Has or will attend court between, prior to, or after the shift in question (this should be verified by checking the posted court list or by checking the officer's subpoena), or
  - (3) Has be authorized to trade his shift with another officer which in effect becomes his regular shift, (i.e., an officer can only work 16 hours in any 24 hour period, whether it is a trade shift is of no consequence).
- C. Whenever an officer's number comes up twice for the same shift, he may be refused only once (per color coded card). Example: An officer may be on the N.E. list and near the top of the regular list (see below):

(1) Man Days	Lt. Smith #4
N.E.	
21	
17	
19	Start W/15

Twenty-one is called for afternoons and refuses (or accepts), the 17, 19, 15, 16, 17, 18, 19, 20 and 21 are the next numbers in sequence.

17 and 19 have been called once (refused, NA, accepted, etc.) so their numbers (when reappearing) must go back on the N.E. list as does 21.

The Rule is only one refusal per shift, however, note the exception to this rule when addressing different overtime needs (i.e., Green, Red, Blue, White).

RED: 1 1/2 O.T. 8 Hrs N.E. 7 10 14 22	Start W/27
--	------------

GREEN: 1 1/2 O.T. Less than 8 Hrs N.E. 7 62	Start W/40
---	------------

BLUE: Straight Time excluding Court & Training N.E. 7 52	Start W/10
--	------------

WHITE: Sporting Events N.E. 7 41 60	Start W/17
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For clarification and example, #7 is first on each O.T. N.E. list. This will seldom occur but is done to illustrate what to do when an officer's number comes up on all four (4) cards for the same time period.

When calling for overtime and several needs are known, first call (Red) time and one-half over eight (8) hours; then (Green) time and one-half under eight (8) hours; then (Blue) straight time; and finally (White) sporting events.

If one need arises before the other, i.e. (Green) time and one-half less than eight (8) hours and you call for that detail prior to having the (Red) time and one-half of at least eight (8) hours arise, there will be no changing of assignment.

Note: Sick call-ins shall be recorded by the time received. This time shall be logged on the employee attendance form. Whenever an officer calls in

sick he shall not be permitted to work overtime for the following twenty-four (24) hour period. Should a sick officer's number come up for overtime he shall have an (S) entered on his card.

Should an officer refuse an assignment from a Red card call-in, he may then be called from the Green card. If he refuses the Green assignment, he may be called for the Blue assignment and if it is refused then he is eligible for the White detail. However, if an officer accepts any detail he will be N.E. for any following assignments as he is in fact working. (All officers' names shall be placed on the duty roster at the time they accept the assignment so as to provide other commanders with a reference for further calling.)

All calls shall be made no earlier than three (3) hours prior to the assignment.

- 13.3 When an officer is attending a school which is required or approved by the department and he wishes to be called for overtime, he shall be responsible to provide a phone number at which he can be reached. If he leaves a number and cannot be reached there, he shall be marked N.A. (no answer).

An officer attending an approved/assigned school must be able to return in time for the start of the overtime shift (without leaving school early) in order to be eligible, otherwise he shall be N.E.

Officers attending schools that cannot be contacted shall be marked N.E.

- 13.4 A. If a grievance can be addressed before any actual bypass, replacement on the N.E. list is permissible.
- B. Bargaining unit members designated by the City, if available, will assist the command officer calling for overtime.
- C. When overtime call-in is required to maintain desk staffing, the following shall apply, except in emergency situations: If the Cadet creates the shortage s/he will be replaced by a Cadet and if the sworn officer creates the shortage s/he will be replaced by a sworn officer.
- D. If a confirmed overtime bypass occurs, the grievant shall be placed on top of the N.E. List in the first (3) bypass situations, however, on the fourth bypass (in any one bid period), the City shall pay the fourth (and all subsequent in the bid period) as well as the preceding three bypasses at the appropriate rate. Each bid period will result in a clean slate for purposes of payment of bypasses.

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

13.6 Reporting Time Allowance: Command officers 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 Differential:

- A. Shifts starting between 7:00 p.m. and 5:00 a.m. are midnight shifts and a premium of sixty-five cents (\$.65) per hour shall be paid.
- B. Shifts starting between 10:30 a.m. and 7:00 p.m. are the afternoon shifts and a premium of forty-five cents (\$.45) per hour shall be paid.

#### **ARTICLE 14** **INJURIES**

- 14.1 If a command officer is unable to perform his/her regular duties as a result of an on or off duty accident, illness or other cause, the command officer, if reasonably possible and at management's discretion, will be provided with such duties as s/he is capable of performing. A command officer working under these conditions shall not be entitled to overtime if it involves bumping another employee.
- 14.2 If a command officer is completely disabled from an on-the-job event or while off duty and acting in the capacity of his oath of office and cannot perform any departmental duties, the command officer shall be relieved of his duties and will receive from the Municipality his current base pay and the continuance of the current medical and life insurance plans until retirement under Act 345 or death, whichever comes first. Whatever the officer receives from Workers' Compensation will be deducted from his current base pay by the Municipality; however, in no case shall a command officer receive less in the combination of Workers' Compensation benefits and pay from the Municipality than that which s/he would have earned had s/he been on the job at that time.

#### **ARTICLE 15** **VACATIONS**

15.1 Vacations shall be determined on a calendar year basis.

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

- A. After one (1) year and through five (5) years service, sixteen (16) work days vacation.
- B. After five (5) years and through ten (10) years service, twenty-three (23) work days vacation.
- C. After ten (10) years and over of service, thirty (30) work days vacation,

- plus one (1) added work day vacation for every year in excess of fifteen (15) years of service.
- D. A command officer must have worked 1,000 hours in the previous calendar year. Hours worked shall include union business, vacation days, holidays and compensable injury days.
- E. The maximum amount of vacation time which may carry forward from one calendar year to the next will be 48 days, not to include the current year. Any employee having vacation days in excess of 48 at year end shall receive a cash payment for said days at the hourly rate in effect at that time. The cash payment will be made no later than the second pay period of February of the following year.
- 15.2 The anniversary date of service, for the purpose of this Article shall be measured by reference to the original date of continuous employment with the City of Taylor.
- 15.3 The vacations to be split upon request of the officer and approval of the Chief of Police.
- 15.4 Command officers shall be afforded a reasonable time to designate their preferred vacation periods. Selection shall be based on seniority.
- A. It shall be the responsibility of each command officer to make his or her request for vacation time based on seniority by shift and division.
- B. Holidays shall not be charged against vacation time.
- C. Illness certified by a doctor's certificate occurring during a command officer's scheduled vacation period shall not be charged against vacation time, but shall be charged against sick leave time.
- D. Command officers shall designate their vacation bids based upon rank seniority within two weeks after posting of shift schedules. The department will attempt to afford each command officer a vacation based on his/her preference, but in the event that it is not reasonable to do so, vacation preferences of the individual command officers shall be based upon rank seniority within each classification.
- E. In the event a command officer has already selected a vacation time and prior to the vacation, said officer has changed either his/her shift or transferred to a new position, the command officer's selection shall be honored by the department as it had been previously approved unless it would be unreasonable to do so, in which event the command officer shall be allowed to select a new vacation period.
- 15.5 If requested and upon giving a reasonable notice to the Chief of Police, a command officer shall be given his/her vacation pay the payday prior to his/her earned vacation.

- A. No command officer shall be entitled to vacation pay in lieu of vacation without the expressed approval of the Chief of Police except upon retirement or severance of employment.

**ARTICLE 16**  
**SICK TIME**

- 16.1 A. A sick leave cash account will be established for each employee. Hours in the sick bank prior to 7/1/84 will be converted to cash using the pay rate in effect on 6/30/84 for the officer's current rank. Sick time accumulated between 7/1/84 and 4/8/87 will be credited at the pay rate in effect on 4/8/87 including all retroactive raises and COLA. Effective on and after 4/9/87 sick cash banks will accrue at the employee's current rate of pay. 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 s/he works at least five (5) full days. The employee's account will be credited by one and one-half (1 1/2) days at his/her current hourly pay rate for each month worked as defined above. Sick days taken will be paid at the current rate of pay and deducted from 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.
- C. Each February 1st, all cash balances in excess of \$25,000 will be paid out to the employees. In addition, employees may request and receive a cash payout for balances in excess of \$4,000 once a year with a minimum requested payout of \$1,000. This payment will be made no later than the second pay period after the request. A statement of each employee's year end cash account balance will be issued no later than April 1st.
- D. An officer will be allowed to apply his excess accumulated sick leave credits to a maximum of the dollar equivalent of 60 days to provide for early retirement provided that written notice is given to the Chief of Police of his desire to do so prior to January 1st of each year. If the employee chooses to retire early, s/he will then be allowed to accumulate the equivalent of 220 sick leave days with the equivalent of 60 of these days allotted for early retirement. It is also understood that an employee who retires early under this option will be considered retired for all purposes and will not accrue benefits.



- 16.2 A. A command officer shall be entitled to charge accumulated sick leave credit for illness or injuries not occurring on duty.
- (1) The command officer shall, to the extent possible, inform a superior officer or the Chief of Police far enough in advance of his tour of duty to enable a replacement.
  - (2) Management reserves the right in those cases where a pattern of sick time use is evident to first require the command officer to appear for a warning/counseling session, and secondly, in those cases involving the use of more than five (5) days where a pattern exists, management reserves the right to require the command officer to be examined by a physician.
  - (3) A doctor's certificate may be required to be submitted to the Chief of Police for extended illnesses exceeding five (5) days.
- B. A command officer, 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 is involved.
- (1) Approval may be granted by a command officer's superior officer until his supervisor or the Chief of Police can be contacted.
- 16.3 In the event an employee dies, retires or resigns, he or his beneficiaries or heirs shall receive compensation or a sum equivalent to his accumulated sick leave credits.
- 16.4 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 16.5. 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.
- 16.5 If a command officer is absent no more than five (5) days due to illness in a calendar year, s/he shall receive an additional six (6) days pay as a bonus or six (6) days paid leave at the officer's option. If an officer elects a leave, it must be taken by year end, otherwise, the cash will be paid out by February 1st of the following year. Failure to report off work and/or an unexcused absence shall be charged as a sick day for sick bonus purposes. The employer reserves the right

- to approve the days or shifts taken off. Approval shall not to be unreasonably denied.
- 16.6 If a command officer so elects after all accrued sick leave is used, vacation leave may be used and payment made therefore, to the extent of vacation leave accrued to which the command officer is entitled as of such date.
- 16.7 Whenever an officer shall have exhausted all of his/her sick leave, the Association may make a written request to have its members work and donate time to the sick command officer's time. The City shall not take active opposition to said request and shall facilitate any command officers working pursuant to same and any command officers of the Collective Bargaining Unit who are qualified may work in the place of and instead of said ill employee until a final determination is made as to whether s/he is to be carried as permanently disabled and, if so, the other provisions of this contract, the ordinances and charter shall take effect.
- 16.8 When a command officer receives his/her last check for illness or non-duty disability, s/he will be placed on leave without pay or other benefits provided in the Agreement for a period not to exceed one (1) year or his/her seniority, whichever is less. If at the end of that time said command officer is still unable to return to work, his/her employment shall be terminated in accordance with existing policies, rules, regulations, statutes and ordinances.

**ARTICLE 17**  
**BEREAVEMENT LEAVE**

- 17.1 An officer shall be entitled to five (5) consecutive days (actual work or non-work days) without loss of pay per funeral to make preparation for and attend the funeral and burial of an immediate member of his/her family. An immediate member of the family for this purpose shall be deemed to be: a spouse, son or daughter, step-children, parent or parent-in-law, brother, sister, brother-in-law or sister-in-law, grandparents or grandparents-in-law, step-parents, step-sisters or step-brothers or step-grandparents and grandchildren.
- A. Added days may be requested and granted by approval of the Chief of Police and if over five (5) days, credits are to be taken from bonus, compensatory or vacation leave days.
- B. A death in the command officer's immediate family as defined in Section 1 occurring during the officer's scheduled vacation period shall not be charged against vacation time, but shall be charged against bereavement leave.

**ARTICLE 18**  
**HOLIDAYS**

- 18.1 Holidays with pay at the regular rate shall be New Year's Day, Martin Luther King, Jr.'s Birthday, 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.
- 18.2 Command officers who do not work the holiday will not receive any additional pay.
- 18.3 A command officer who is scheduled to work on a holiday through normal rotational period or cycle will be paid time and one-half (1 1/2) in addition to his/her holiday pay.
- 18.4 A command officer 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.
- 18.5 In order to be eligible for holiday pay, a command officer must work his/her last scheduled day of work before the holiday or his/her scheduled day after the holiday.

Scheduled days worked shall include vacation days, bonus days, compensatory time, approved union business and funeral leave days.

If a command officer has been laid off prior to or on the holiday, s/he shall not be eligible for holiday pay.

**ARTICLE 19**  
**INSURANCE**

- 19.1 Life/Accident Insurance. The Municipality shall provide for each employee life and accident insurance of fifty thousand (\$50,000) dollars, with double indemnity if s/he dies in the line of duty or while acting in the capacity of a police officer. The City agrees to furnish each employee a sickness and accident insurance benefit of one hundred (\$100.00) dollars weekly for a maximum of twenty-six (26) weeks. The premium cost shall be paid by the Municipality.
- A. The City shall pay the sick and accident benefit as described in this Section for employees who have been found disabled and their workers' compensation claim is under dispute. It is understood the employee will reimburse the City all amounts received through this benefit if it is determined that workers' compensation benefits are applicable. This provision shall not apply to probationary employees.
- B. 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.

19.2 Medical Insurance. Employees hired before July 1, 2004, shall be provided with the choice of: Community Blue PPO Option 1 Basic Plan with a \$20 Office Visit co-pay and \$3000 Out-of-Network Annual Deductible, Health Alliance Plan or Blue Care Network. Employees hired on or after July 1, 2004, shall have the option of Blue Care Network or Health Alliance Plan. All three plans will provide prescription drug coverage with \$10 Generic/\$20 Preferred-Brand/\$40 Non-Preferred Brand co-pays. 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 19<sup>th</sup> birthday. Full-time college students, as defined by the Plan, shall be covered through the end of the year in which they reach their 23<sup>rd</sup> 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 contribution in amount of ten percent (10%) of the City's cost for the plan selected, capped at an annual maximum of two-thousand two-hundred fifty dollars (\$2,250).

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 elect not to be 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.

B. Payment In Lieu of Insurance. Employees who elect not to be covered by the 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 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. This will not apply to employees or retirees whose spouse is an employee or retiree of the City or who are eligible to be covered by any other City paid medical insurance.

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

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

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

B. Class II, oral surgery, endodontic, and periodontic services; relines and repairs; restorative services; eighty (80%) percent;

C. 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.)

D. 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.

19.4 Optical Insurance. The City shall continue to provide optical insurance for the employee, the employee's spouse and their dependent children, as defined by the Plan, through the end of the year in which they reach their 19<sup>th</sup> birthday. Full-time college students, as defined by the Plan, shall be covered through the end of the year in which they reach their 23<sup>rd</sup> birthday. Adult disabled dependents, as defined by the Plan, shall continue to be covered provided they meet all of the requirements of the Plan. The plan in general provides an optometric refraction and glasses, if needed, once every two (2) years. 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.

19.5 Member Death. In the event an employee dies while on duty or while acting in the capacity of his/her oath of office, the City shall provide continued medical coverage as defined in Sections 19.2, 19.3 and 19.4 to the unremarried spouse and dependent children, as defined by the Plan, through the end of the year in

which they reach their 19<sup>th</sup> birthday. Full-time college students, as defined by the Plan, shall be covered through the end of the year in which they reach their 23<sup>rd</sup> 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.

In the event a command officer dies from any cause that is not duty related, the City shall pay fifty (\$50.00) dollars per month toward the medical-hospitalization coverage for the deceased command officer's unremarried spouse and children through the end of the year in which they reach their 19<sup>th</sup> birthday or through the end of the year in which they reach their 23<sup>rd</sup> birthday if they are a full-time student, for two (2) years following death. After two (2) years, the unremarried spouse shall have the option to continue to pay the premiums to remain a member of the insurance group.

- 19.6 The Municipality will provide the employees with insurance certificates, benefits, riders, identification cards, etc., provided by the insurance company.
- 19.7 In the event a change in the present insurance carrier is desired, such change shall not take effect without the mutual investigation and consent of the parties hereto. In the event the parties do not agree, the City shall not have recourse to the grievance arbitration procedure.
- 19.8 Retiree Insurance.

- A. The Municipality shall continue to provide paid medical/hospitalization/ and prescription drug insurance benefits to retirees and their families. Retirees shall be entitled to the same level of medical/hospitalization/ and prescription drug insurance benefits in retirement that are in effect on their first date of retirement. Retirees shall continue to pay medical premium contributions in effect on their first date of retirement. Retiree health and prescription drug insurance benefits shall be subject to ongoing increases to Office Visit and Prescription Drug Co-pays as bargained in successive agreements.

Retiree participation in City health and prescription drug insurance shall continue in effect until death, or until the retired 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. This paragraph shall not be considered to be in conflict with paragraph B of this Section.

Should a retired officer die prior to his/her spouse, the unremarried spouse will continue to be covered and the retired officer's dependent children, as defined by the Plan, will be continue to be covered through

the end of the year in which they reach their 19<sup>th</sup> birthday (or through the end of the year in which they reach their 23<sup>rd</sup> birthday if they are a full time student). Adult disabled dependents of the retired officer, 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.

- B. If the retired officer becomes 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 dependent children, as defined in the Plan, with Complementary Coverage substantially equivalent to that described in Section 19.2 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 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.

- D. If a retiree's spouse is employed by the City or retired from the City, they and their eligible dependents will only be eligible to be covered on one of the City's health insurance policies. The active employee will be covered by the insurance of the retired spouse. If the insurance benefits should be improved or reduced in the future, the retiree will retain the benefits in effect at the time of retirement. In addition, the active employee's benefits will be adjusted for any improvement or reduction.
- E. All medical, health insurance retirement benefits (exclusive of retiree medical premium contributions outlined in Paragraph A above) shall be paid exclusively by the Police and Fire Pension Fund.
- F. 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 increase 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 amounts from the retiree's pension payments.

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

## **ARTICLE 20**

### **COURT TIME**

- 20.1 Court or Legal Proceedings Within the City. Command officers who are off duty and are required to appear in the 23<sup>rd</sup> 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 command officer must appear twice in one day for court, once in the A.M. and again in the P.M., s/he will be allowed an added four (4) hours for the second appearance subject to the approval of the Chief of Police.
  - B. Command officers 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 command officer fails to appear as set forth above, s/he shall forfeit an equal number of hours of compensatory time. Absence due to certified sick time shall be a valid excuse and no penalty shall apply.
- 20.2 Courts or Legal Proceedings out of the City. Command officers 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 said police officers. AM and PM appearances at court or legal proceedings will be treated as separate appearances.
- A. A command officer 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.
- 20.3 A command officer 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. Command



officers 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 command officers shall not be eligible under the provisions which are applicable for court appearances for pay.

- 20.4 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.
- 20.5 A command officer 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 command officer shall substantiate the spending of these funds.
- 20.6 One hundred twenty (120) hours annually will be allotted for in-service training without overtime cost penalty. In addition, the parties agree that on extradition trips, the command officer will not suffer any loss of regular pay.
- 20.7 In the event an employee is required by summons to serve as a juror in any court or legal proceedings, s/he shall be considered as working his/her normal tour of duty without loss of pay, leave time, or vacation. The 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 work day.

**ARTICLE 21**  
**RECREATION CENTER MEMBERSHIP**  
**SPORTSPLEX ICE SKATING PRIVILEGES**

- 21.1: 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.
- 21.2: Command Officers with proper identification, may have open skating privileges at the City's Sportsplex, limited to space availability as determined by the City.

**ARTICLE 22**  
**SALARY SCHEDULE**

The following rate differentials shall be in effect:

Sergeant = Corporal rate plus 18.51%  
Lieutenant = Sergeant rate plus 8.71%  
Commander = Lieutenant rate plus 13.25%

The above differentials shall be applicable to base rate and/or any signing bonus given in lieu of or in addition to base rate.

**ARTICLE 23**  
**LONGEVITY PAY**

23.1: 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 with less than twenty (20) years seniority shall receive eight (\$8.00) dollars per month for each month of continuous service with the City; and all members with twenty (20) or more years seniority shall receive ten (\$10.00) dollars per month for each month of continuous service with the City.

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

- A. 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 1<sup>st</sup>, 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 24**  
**UNIFORM AND EQUIPMENT ALLOWANCE**

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

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

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

24.3 The Municipality agrees to allow \$400.00 in cash to be paid as follows: \$200.00 the first payday in May and \$200.00 the first payday in September.

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

- 24.5 The City agrees to credit fifty percent (50%) of the cost of a new vest in conjunction with the Federal Bulletproof Vest Partnership Grant Act of 2000, plus \$250 towards the replacement of a vest to each command 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 \$250 toward the replacement of a vest every five (5) years.

**ARTICLE 25**  
**TRADING OF ASSIGNMENTS**

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

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

**ARTICLE 26**  
**SAFETY, HEALTH, WELFARE & EDUCATION**

- 26.1 The Association Safety Committee Chairman or his designee and the Chief of Police or his designee who shall be a member of the command unit, will attend the City of Taylor's monthly Safety Committee meetings and will have the power invested in the membership of that committee as defined in the Safety Committee's by-laws.

Command officers attending these meetings will suffer no diminution in pay.

- 26.2 The written safety code shall contain the following safety regulations to take immediate effect upon ratification of this Agreement.
- A. Equipment - proper equipment such as helmets, night sticks, flashlights, batteries, first aid kits, shotguns or heavier arms and ammunition shall be made available to each patrol unit on duty during any normal eight (8) hour shift. The command officer of each shift shall be able to acquire and disperse sniper equipment to the officers as required within his judgment and discretion.
  - B. 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.

26.3 Qualifications in weapons shall be made during the command officer's normal tour of duty. Command officers will be allotted ammunition for the required department shoots. It shall be the City's obligation to provide adequate firing ranges for these employees. Handguns to be fired biannually and all other heavy arms will be fired annually.

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

26.4 Command officers 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.

A. Command officers 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. Command officer who use their own vehicles will receive mileage of fifteen cents (\$.15) per mile, round trip if municipal transportation is not available. If more than one employee is transported in an employee's vehicle, only the employee who provides the transportation will be given mileage.

C. Command officers who fail to attend required police training schools and/or seminars without reasonable excuse are subject to disciplinary action.

26.5 In-Service Training (Inter-Department): In-service training (inter-department) employees shall be remunerated at the rate of regular pay unless the training is during the officer's regular tour of duty.

A. Command officers who fail to attend department required in-service training without reasonable excuse are subject to disciplinary action.

26.6 A. The Municipality agrees to assist command officers toward a degree in police administration with the following conditions:

(1) Prior written request by the officer to the Chief of Police or his designee, specifying the class, college or university to be attended, dates and hours of class, and proof of application for any funds that are or may become available to the command officer.

- (2) The Chief of Police or his designee may approve the request for tuition reimbursement based upon: availability of funds in the City budget, changes in work schedules, number of classes requested, and the manpower needs of the bureau, platoon, or unit.
- B. The Municipality will reimburse the command officer the difference between the actual cost of tuition and required books, and the amount paid by any funds that are available with the exception of veteran funds. Reimbursement will be made upon receipt of a transcript which indicates grade(s) of "C" or better for any class attended which would lead to a degree for police administration from a college or university approved by the North Central Accreditation Committee. The original paid receipt for the class(es) must accompany the transcript and request.
- (1) The parties agree that City contribution for required books will be confined to \$45.00 and books in excess of the amount will be prorated twenty percent (20%) by the command officer and eighty percent (80%) by the City.
- C. A yearly bonus shall be paid as an incentive to achieve higher education according to the following schedule:
- |                  |    |          |
|------------------|----|----------|
| Associate Degree | \$ | 500.00   |
| Bachelor Degree  |    | 1,000.00 |
| Master's Degree  |    | 2,000.00 |
- This incentive bonus shall be paid in the first pay period of July each year.
- D. The City shall establish a Department Educational Committee to determine each applicant's eligibility for the incentive bonus program. The Committee will review and examine all transcripts, records and courses pertaining to the candidate's degree. Said review and examination will be for the purpose of ascertaining the relationship of courses taken for the degree attained and its value to law enforcement work for the City of Taylor, Department of Police. The Committee will have and use as reference the North Central Association of Colleges and Schools, Commission on Institution of Higher Education Information Handbook.

**ARTICLE 27**  
**GENERAL**

- 27.1 This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligation of the Municipality, the Association and the command officers in the bargaining unit, and in the event that any provision of the Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefore, such provisions shall be void and

inoperative; however, all other provisions of this Agreement shall insofar as possible, continue in full force and effect.

- 27.2 Copies of this Agreement shall be distributed by the Municipality to all command officers of the Police Department.
- 27.3 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 command officers of the bargaining unit.

**ARTICLE 28**  
**PRISON PICK-UPS WITHIN THE STATE OF MICHIGAN**

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

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

**ARTICLE 29**  
**HAZARD PAY**

- 29.1 A. The Municipality agrees that each employee of the department shall be paid hazard pay in the amount of six hundred dollars (\$600). Such payment shall be paid semi-annually, three hundred dollars (\$300) shall be paid the first pay period in January; and three hundred dollars (\$300) shall be paid the first pay period in July.
- B. An employee must work a minimum of 500 hours between January 1st and June 30th to be eligible for hazard pay in January and work a minimum of 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 30**  
**WEAPON ISSUE**

- 30.1 The standard gun issue for the department shall be a Glock 40 caliber and shall be provided to each command officer of the department. If the command officer elects not to accept the Glock 40, he may be provided with an alternate type of weapon which meets the requirements as prescribed by the Chief of Police, or may be allowed to use his own personal weapon provided it meets department standards.
- 30.2 Upon retirement under the agreed upon retirement plan in effect at the time after ten (10) years of service with the City, the command officer shall have the issued service weapon as his own property.

**ARTICLE 31**  
**DISTRIBUTION OF CONTRACT AND OTHER DOCUMENTS**

- 31.1 All command officers, before undertaking their responsibilities as an officer of the Police Department shall receive copies of all documents necessary for the understanding of the 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.
- 31.2 The Collective Bargaining Agreement will be provided by the Municipality to the Association within a reasonable time after signing. Cost of printing said Agreement to be absorbed by the Municipality. The Association is to receive five (5) copies, and in addition thereto, one (1) copy to be issued to each command officer covered thereunder.

**ARTICLE 32**  
**EMPLOYEES' BILL OF RIGHTS**

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

32.2 The City of Taylor does further agree to indemnify and save harmless all police officers 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 police officers in the course of or in the performance of their duties as police officers.

Said indemnification shall include but not be limited to, attorney 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 a police officer in the course of and arising out of his/her performance as a police officer.

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

32.3 Whenever any command officer subject to this Agreement becomes involved in any on duty shooting incident resulting in injury or death, s/he shall have two (2) hours to secure the advice of an attorney prior to making any written statement or report.

This section shall not abridge the right of a command officer to order the employee to give pertinent oral information for the purpose of furthering the investigation.

32.4 Whenever any employee subject to this Agreement is under investigation for a criminal case, neither his/her name, home address, nor photograph shall be given to the press or news media without his/her expressed consent. This condition shall remain until final disposition of the matter.



**ARTICLE 33**  
**MISCELLANEOUS**

- 33.1 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.
- 33.2 Except when on duty or when acting in his official capacity, no command officer shall be prohibited from engaging in political activity or be denied the right to refrain from engaging in political activity.
- 33.3 Command officers shall have the right to bring civil suit against any person, group of persons, or any organizations or corporations or heads of such corporations or organizations, for damages suffered either pecuniary or otherwise, or for abridgment of their civil rights arising out of the officer's performance of official duties, provided written notice is give to the Chief of Police or his designee.
- 33.4 No command officer shall be required or requested for the purposes of assignment or other personnel action, to disclose any item of his 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.
- 33.5 Any member 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).
- 33.6 The command officers' files shall not be made available to any person or organization other than the command officer and employer without the command officer's expressed authorization except for promotional purposes or under judicial subpoena.
- 33.7 Command officers may absent themselves from the City of Taylor when not on duty. In those cases where the command officer will be absent for a period exceeding seventy-two (72) hours, the command officer may leave an address or phone number where he can receive messages of an emergency nature.
- 33.8 Lockers of individual officers shall not be opened for inspection except with permission of and in the presence of the officer. The only exception shall be a legal search.

**ARTICLE 34**  
**ASSOCIATION RIGHTS**

- 34.1 A copy of each special order or general order shall be sent to the Union President.
- 34.2 Special conferences on important policy matters will be arranged between the Union President or his designee and the Chief of Police or his designee upon request of either party. Notice of such meeting shall be a minimum of three (3) days in advance of the meeting except by mutual consent.
- 34.3 The Department shall not refuse to meet, negotiate, or confer on proper matters with State Representatives or the Union or Local Union President. Notice of such meeting shall be a minimum of three (3) days in advance of the meeting except by mutual consent.

**ARTICLE 35**  
**DISCIPLINARY PROCEEDINGS**

35.1 Commander's Hearing - Non-Criminal Only:

- 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 for the following minor infractions:

- Minor behavioral/attitude problems
- Tardiness
- Uniform infractions
- Any factual situation which the Chief of Police may deem to be a minor offense

All other actions shall conform to stated policy. 1-A actions shall conform to the following guidelines:

- (1) The division, bureau, or shift commander shall advise the individual of the nature of the charges and offer a proposed discipline. This may range from verbal warning to maximum suspensions of three (3) days. This shall be reviewed by the Chief of Police or the next higher authority.
- (2) The individual shall be allowed POLC representation by the shift steward when this discipline is offered and the individual shall have 24 hours to accept or reject the offer.
- (3) Actions of a minor nature (1-A) shall not remain a part of the individual's file for more than one year. Any other matter that is

handled at the Commander's Hearing level for whatever reason shall remain in the officer's file unless, after 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) Any suspension mutually agreed upon shall not be taken from the employee's bank, bonus, or vacation time unless he agrees to such action of his own free will and specifies in writing.

35.2 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, general order, written policies or written procedures.
- B. Such officer preferring charges shall have a reasonable time to investigate (delays to be explained in writing upon request by the Association) and upon completion of the investigation have 10 days to bring said charges against the employee.
  - (1) For minor rules, regulations policy or order violation, charges must be brought within 90 days of the incident or charges shall be void.
  - (2) For serious violations (those that tend to damage the morale, good order and/or esteem of the department) as well as all felony or misdemeanor involving moral turpitude, charges shall be brought within 90 days of the time the department becomes aware of the violation. If 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 or specifications of such violation. All charges shall be in writing and signed. The original copy delivered to the Chief of Police, a copy to the individual charged and a copy to the Union.
- D. Before an employee is interrogated, or required to make a statement, s/he shall be advised of either Garrity or Miranda, whichever in the discretion of the Department is appropriate. The employee shall also be advised of his/her right to counsel and/or Union representation; and be afforded reasonable time to obtain said representative. Any statement so obtained shall be a private record and shall not be made available to any other agent or agency without written consent of the employee.
- E. Upon receipt of written and signed charges from either internal or external sources, the chief of Police may order a trial board if in his discretion the matter cannot be resolved otherwise. However, no disciplinary actions

outside the Commander's Hearing shall be given without rudimentary due process (hearing).

- F. Hearing boards shall be comprised of commanders, when available; otherwise, lieutenants may serve on the trial board. Hearing boards shall consist of three (3) members appointed by the Chief of Police.
- G. Hearing board shall convene within 10 working days of the receipt of charges by the Chief of Police unless adjourned by either party. Upon conclusion of such hearing board, recommendations shall be forwarded to the Chief of Police within five (5) working days.
- H. The Chief shall consider the recommendation of the hearing board and make a final determination within ten (10) working days.
- I. The employee shall be furnished with a copy of reasons for the proposed discipline and given five (5) working days to file an answer. If the employee fails to file an answer, the proposed discipline will automatically take effect. In the event the employee makes an explanation, the Chief of Police shall consider same in making his determination and notify the individual of his decision in writing.
- J. In the event the decision is unfavorable to the employee, s/he shall have 30 days to appeal such a decision to the arbitration process.
- K. In the case of a member charged with a felony or a misdemeanor involving moral turpitude the appointing authority shall have the right to suspend with or without pay, notwithstanding the aforementioned procedure, until such time as the criminal case is concluded.
- L. The following guidelines shall apply for all department hearings, trial boards, and interrogations with the exception of Commander's Hearing.
  - (1) The interrogation shall be conducted at a reasonable hour, preferably at the time when the employee is on duty, otherwise s/he shall receive compensation as provided by this Agreement for hours worked.
  - (2) The member under investigation shall be informed of the identity of all persons present and their reason for being present.
  - (3) The member under investigation shall be informed of the nature of the investigation prior to any interrogation, and shall be informed of the names of all complainants and accusers.
  - (4) Interrogating sessions shall be for reasonable periods and shall be timed to allow for such necessities and rest periods as are reasonably necessary.

- (5) The member under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal (or any disciplinary action). No promise or reward shall be made as an inducement to answering any questions.
- (6) The Hearing Board's complete interrogation of a member subject to this Agreement shall be recorded.

**ARTICLE 36**  
**ILLEGAL SUBSTANCE ABUSE/DRUG TESTING**

The Mayor and City Council of the City of Taylor and the Command Officers Association of Michigan 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 Command Officers Association of Michigan will take all possible measure 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 Command Officers Association of Michigan hereby agrees to the following drug testing policy for all members of the Association. In addition to random drug testing, the City may require officers to take drug tests when probable cause exists to suspect that an officer may be using drugs.

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

36.2 Drug Testing/Procedure for Random Selection Process:

- A. 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.
- B. The names of all Association members shall be placed in a container for the random drawing and the Chief or his designee shall draw the appropriate number of names.

C. The Chief of Police or his designee will be notified of those names drawn and shall send the employee a written order to report to the City clinic for drug testing.

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

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

<u>Drug or Drug Group</u>	<u>Metabolite Detected</u>
Amphetamine	Amphetamine
Methamphetamine	
Cocaine metabolites	Benzoylcegonine
Marijuana metabolites	Delta-9-THC-9COOH
Opiate metabolites	Codeine
Total Morphine	
Phencyclidine	PCP
Barbiturates	Secobarbital
Pentobarbital	
Phenobarbital	
Butobarbital	
Benzodiazepine metabolites	Oxazepam
Methadone	Methadone
Methaqualone	Methaqualone
Propoxyphene	Propoxyphene
Norpropoxyphene	

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

original sample is then stored in a locked freezer in a secure room for one year.

When properly collected and utilizing the chain of custody protocol, a positive urine result establishes that the drug reported or its metabolite is present in the specimen. When a drug is present in the body, the liver chemically alters the drug so it may easily be eliminated in the urine. The altered drugs are called the drug metabolites. A positive urine drug test establishes that the drug or metabolite identified has been ingested in the recent past. Due to individual variations in metabolism and urine production, the amount of drug detected in the urine does not establish how much drug was ingested or when in the recent past the drug was ingested.

- 36.4 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. Beginning with the date of approval of the contract by the City Council, there will be a six (6) month amnesty period during which time an Association member testing positive will not be disciplined but will instead be referred to a drug rehabilitation program. During the six (6) month amnesty period, an Association member who voluntarily admits to drug dependency and agrees to enter a rehabilitation program will not be disciplined. After the six (6) month amnesty period, any Association member whose urine specimen tests positive by GC/MS will be considered to be a drug user and will be subject to discipline up to and including discharge. Any Association member who refuses to take the test when duly ordered will be considered to be a drug user and will be disciplined up to and including discharge.
- 36.5 The City will not pay the cost of rehabilitation programs beyond the limits of City paid medical insurance. Time off under a rehabilitation program will be charged to sick, vacation, or compensatory time.
- 36.6 Every effort will be made to maintain confidentiality of positive test results. Test results will be sent to the Chief of Police. An Association member having a positive drug test will be immediately suspended from duty without pay pending a hearing 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 working day after the conclusion of the hearing. Association members will receive call-in pay for interrogations scheduled by the Police Department.

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

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

- 36.7 The parties recognize that controlled substance abuse may be the result of prolonged use of lawfully obtained controlled substances--singularly or in conjunction with other lawfully obtained controlled or uncontrolled substances. When controlled substances abuse appears to be the direct result of such lawful acquisition and use, treatment for the first instance that comes to the Department's attention (as opposed to disciplinary action) shall be pursued when there is no evidence of unlawful conduct. A second offense will subject the Association member to discipline up to and including discharge.

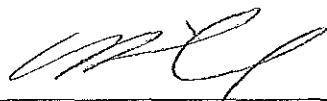
ARTICLE 37  
DURATION

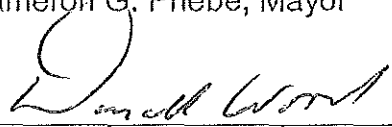
- 37.1 This Agreement shall be effective the 1st day of July, 2006 and shall remain in force and effect to and including June 30, 2011.
- 37.2 In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract.

The parties hereby acknowledge and affirm that during the negotiations which led to this Agreement, each of them had the unlimited right and opportunity to formulate demands and proposals with respect to all subjects or matters not excluded by law from the collective bargaining area and that all the decisions and covenants reached by them through the use of such rights and opportunities appear in this Agreement. Therefore, it is agreed that the terms herein set forth contain the complete Agreement between the parties for the term of this Agreement. The right to present any demands or proposals on any matters, whether or not discussed during the negotiations which led to this Agreement are hereby waived by the City and the Union for the term of this Agreement.

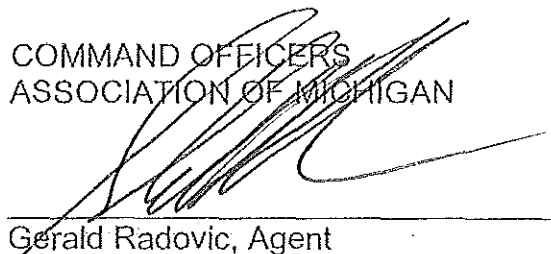
In witness whereof, the parties hereto have executed this Agreement by their duly, authorized representatives, on the 30 day of January 2008.

CITY OF TAYLOR

  
\_\_\_\_\_  
Cameron G. Priebe, Mayor


  
\_\_\_\_\_  
Donald Wood  
Director of Human Resources

COMMAND OFFICERS  
ASSOCIATION OF MICHIGAN

  
\_\_\_\_\_  
Gerald Radovic, Agent




COMMAND OFFICERS OF THE CITY OF  
TAYLOR POLICE DEPARTMENT



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Daniel Williams, President



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Scott Schindler, Bargaining Committee



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John Blair, Bargaining Committee

