

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**THE CITY OF TAYLOR**

**and**

**THE TAYLOR PUBLIC SERVICE OFFICER LABOR ASSOCIATION**

**Represented by**

**THE POLICE OFFICERS ASSOCIATION OF MICHIGAN**

**JULY 1, 2009 through SEPTEMBER 30, 2013**

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## **ARTICLE 1** **RECOGNITION**

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

### **WITNESSETH**

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

## **ARTICLE 2** **PURPOSE**

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

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

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

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

"ASSOCIATION" shall include officers or representatives and members of the Taylor Public Service Officer Labor Association, represented by the Police Officers Association of Michigan.

"BARGAINING UNIT" as used above refers to all employees in the Police Department who come under the provisions of this Collective Bargaining Agreement and all state acts concerning police public service officer programs unless otherwise amended by this Collective Bargaining Agreement.

"EMPLOYEE" or "MEMBER" shall mean the members of the Taylor Police Department holding the position of Public Service Officer; formerly referred to as Cadet.

"PUBLIC SERVICE OFFICER" shall mean the members of the Taylor Police Department performing duties as jailers, dispatchers, and administrative aides inside the Police Department facilities.

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

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

3.2:

- A. The Municipality retains the sole right to hire, fire, lay off, assign duties, transfer, discipline, and all other rights granted the Municipality by State, Federal and local legislation, subject only to special limitations agreed to in this Agreement.
- B. Members shall not be covered by any of the provisions allowed by Act 312 nor will they be allowed to strike.
- C. Members may be used to perform joint fire/police dispatch duties. The shift commander will have the unilateral right to assign workstations and duties inside the police station.
- D. In no case will members be assigned outside police facilities.
- E. The Municipality and Association agree that assignments shall not be based solely on age, sex, or race.

3.3:

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

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** **MAINTENANCE OF CONDITIONS**

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

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

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

#### **ARTICLE 5** **UNION ACTIVITIES**

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

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

5.2:

- A. The President and authorized contract negotiating committee of the Bargaining Unit shall be afforded reasonable time during working hours, without loss of pay, to attend contract negotiation meetings. The Association contract negotiating committee will include not more than two (2) 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 Association Officers of the Bargaining Unit shall be afforded reasonable time during working hours without loss of pay to process grievances with the

Municipality, and all other functions required in the administration and enforcement of this Agreement. Further, the President of the Bargaining Unit shall be permanently assigned to the day shift unless otherwise mutually agreed upon.

5.3: The Association Officers shall have the right to be available to the employees on each shift for the receipt of grievances. However, neither the receipt of grievances nor the processing of the grievances shall interfere with the day-to-day activities and operation of the Department. Provided permission is first obtained from either the Chief of Police or the officer in command, he/she may discuss said grievance during the shift with either the affected employee or the Chief or the officer in command.

The Association shall provide the Chief of Police with a list of Association Officers. The City will give the Association prior notice of transfer of an Association Officer.

5.4: The Association President and one (1) member shall be granted time off with pay to attend union conventions and seminars. This will include travel days when necessary. The Union will provide a written notice to the Chief of Police or his/her designee at least (7) days prior to the event.

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

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

## **ARTICLE 6**

### **AGENCY SHOP – CHECK OFF – UNION SECURITY**

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

6.2: All employees hired on or after the signing of this Agreement by the parties 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 hire.
- B. Those employees who are currently on the payroll who have completed the period mentioned above and who are not members of the Association must cause to be paid to the Association a representation fee equivalent to the initiation fee and dues of the Association by authorizing the deduction of such in writing within thirty (30) days of the date of this Agreement, whichever is later.

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

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

## **ARTICLE 7**

### **RESOLUTION OF DISPUTES AND ARBITRATION**

7.1:

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

7.2:

- A. All disputes taken up with the immediate supervisor within thirty (30) days after the aggrieved or the Association acquires knowledge of the incident giving rise to the dispute shall be entitled to consideration.
- B. STEP ONE: An employee having a dispute shall first take the matter up with his/her immediate supervisor except on those occasions when the alleged grievance is against the immediate supervisor, wherein those grievances will be filed with the next higher officer in the chain of command, in writing, with or without the employee's Association Representative present, at the employee's option. If the dispute is not settled to the satisfaction of all concerned within ten (10) working days, the dispute shall be submitted to Step Two of the procedure.
- C. STEP TWO: If a satisfactory settlement is not reached in Step One, the employee may, within five (5) days (excluding Saturdays, Sundays and holidays) file the complaint in writing to the Chief of Police, or his/her designee of a higher rank than



involved in Step One, for review. The Chief of Police, or his/her designee of a higher rank than involved in Step One, shall furnish a written answer within ten (10) days (excluding Saturdays, Sundays and holidays).

- D. STEP THREE: If a satisfactory settlement is not reached in Step Two, the Association may submit the matter to the Director of Human Resources of the City of Taylor or his/her designee within five (5) days (excluding Saturdays, Sundays and holidays), following receipt of the Chief of Police's written disposition of the dispute. The Director of Human Resources or his/her designee shall, upon receipt of the dispute, make written disposition of the same within ten (10) days (excluding Saturdays, Sundays, and holidays).
- E. STEP FOUR: In the event the dispute is not settled in Step Three, the Association, through its secretary or president, shall have thirty (30) days in which to invoke arbitration where arbitration is required.

Arbitration may be invoked only in the following manner:

- (1) Notice to the other party within thirty (30) days after receipt of the disposition at Step Three of intent to submit the issue to arbitration. Following such notice of intent to arbitrate, the parties shall attempt to select an arbitrator to arbitrate the disputed issue or issues.
- (2) In the event the parties have not mutually selected an arbitrator within ten (10) days of the date of notification of intent to arbitrate, the Association will request a panel of seven (7) arbitrators from the Federal Mediation & Conciliation Service (FMCS). Each party will strike three (3) arbitrators and assign a numerical preference for the remainder. Each party will return their list to the FMCS, and the FMCS will notify the parties which arbitrator has been selected. The decision of the arbitrator shall be final and binding on all parties.

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

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

In those arbitrations involving discipline or discharge of an employee, the arbitrator shall determine if the discharge or discipline is for just cause. He/she may review the penalty imposed and is empowered to determine if the penalty is appropriate or unduly severe and he/she may modify it accordingly. The arbitrator shall have authority, in discharge and discipline cases, to order payment of back wages and compensation of which the employee would have otherwise received. The arbitrator may, in his/her discretion, deduct compensation, if any is earned elsewhere in the period in question, which compensation is attributable to the

discharge, suspension or layoff period in issue and which would not have been earned otherwise.

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

- (3) Any dispute not appealed from a decision in one of the steps of the above procedure to the next step, as prescribed, shall be considered dropped.
- (4) In those cases, wherein the City has failed to answer any step or steps of the grievance procedure on two or more occasions within the time limits as set forth in this Agreement without obtaining an extension, that grievance will be automatically granted.
- (5) Any step or procedure compliance within a specified time can be extended by mutual agreement of the parties, which agreement, if made other than before an arbitrator, shall be in writing. If made before the arbitrator, may be verbal, but shall be noted as part of the minutes of all proceedings involving the grievance.
- (6) The grievance procedure provided in this Agreement shall be supplementary or cumulative to other procedures and remedies afforded employees by State and Federal law.
- (7) In terminal actions where the Association chooses to defend the employee involved, the actions will be started in Step Three of the above grievance procedure.

## **ARTICLE 8**

### **SENIORITY-PROBATION**

8.1: Seniority starts from the first day of employment Length of service will be computed in years, months, and days from the date of hire.

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

- A. He/She quits and/or he/she quits and is reinstated at a future date.
- B. He/She is discharged and the discharge is sustained.
- C. He/She is absent for three (3) consecutive working days without notifying the employer, unless it is impossible to do so. After such absence, the employer will send written notification to the employee at his/her last known address, that he/she has lost his/her seniority and his/her employment has been terminated.
- D. He/She does not return to work when recalled from layoff.

- E. Failure to return from sick leave or leaves of absence.
- F. He/She retires.
- G. He/She no longer is in the Association.
- H. In the application of the provisions of this Article, due consideration will be given to extenuating circumstances.

8.3: Upon severing employment as a public service officer all existing banks shall be calculated and paid off. No benefits based upon service to the City as a public service officer shall be carried over to any sworn position, except as specifically enumerated in the labor agreement between the City and the Taylor Police Officers Labor Association.

8.4: The probation period will be twelve (12) months commencing the date of hire.

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.

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

8.6: Layoff shall mean the separation of an employee from the active work force. Layoffs shall be by seniority obtained while a member of the bargaining unit; least senior employee will be laid off first. The City shall provide employees a minimum of one (1) week notice prior to their date of layoff. In recalling of employees, the senior employee shall be given first preference. All employees shall receive notice of recall sent by certified mail, return receipt requested, deliver to addressee only. Reporting time will commence from the date of delivery of said letter. If an employee is so notified and shall fail to report within ten (10) working days, he/she shall lose seniority standing; however, extension of this time may be granted by the discretion of the employer. Recall lists must be kept for a period of two (2) years.

8.7: Performance Evaluation. The intent of the performance evaluation is to maximize the ability of the Public Service Officers. To accomplish this, the City and the Association, will develop performance evaluations that will serve to achieve this goal. The performance evaluations will assist in defining areas requiring improvement and afford an opportunity for each member to overcome identified inadequacies.

Probationary employees shall be evaluated on a quarterly basis. If the probationary employee receives two (2) evaluations that are below acceptable, the probationary period shall be extended by six (6) months.

Non-probationary employees shall be evaluated semi-annually.

**ARTICLE 9**  
**LEAVES OF ABSENCE**

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

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

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

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

9.5: Maternity Leave:

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

**ARTICLE 10**  
**PHYSICAL EXAMINATIONS**

10.1: The employer may, at its expense, provide each member an annual physical examination including, but not limited to, chest x-ray, electrocardiogram, sigmoidoscopic, and blood tests. Drug testing will be included in annual physical examinations. After a verification test those employees testing positive will be sent out for evaluation and possible rehabilitation. Such examination shall be scheduled as nearly as possible on the anniversary date of the employee's last physical examination.

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 member if the member shall indicate to the employer such desire, in writing, either prior to the examination or within ten (10) days thereafter.

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

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

**ARTICLE 11**  
**PENSION**

11.1: Members shall be eligible to participate in the City's Defined Contribution Pension Plan, with a five (5) year vesting term. Members may make a maximum pretax contribution of four (4%) percent of their eligible wages annually. The member will receive an employer match of one hundred (100%) percent of the member's contribution (pre-tax or after-tax) up to four (4%) percent of the member's eligible wages, subject to the vesting requirements set forth by the Plan.

**ARTICLE 12**  
**PAID FOR TIME- LUNCH TIME**

12.1: All employees covered by this Agreement shall be compensated for all time spent in the service of the Municipality. Time shall be computed from the time the employee actually commences work and he/she shall be paid for all time worked until he/she is released from duty.

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

- A. Members assigned to a patrol bureau shift platoon shall work steady shifts (days, afternoons, and midnights) based on bids by rank seniority every four (4) months. Probationary members shall not be subject to shift bid by rank seniority until the next bid following completion of their probation.
- (1) A member shall indicate to the shift commander his/her desired off day within the first seven (7) days of each twenty-eight (28) day duty cycle or it will be assigned.
  - (2) All regular work shifts shall consist of eight (8) hours; there shall be no split shifts unless required under emergency conditions as declared by the Governor of the State of Michigan, or for adherence to the employer's commitment to any mutual aid pacts. The City will make every effort not to schedule split shifts.
  - (3) In those cases where the City requires an employee to stand by, this time will be counted as time worked and compensation for this time will be governed by other provisions in this Agreement.
  - (4) 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 Association Rights shall apply. The Department and the Association may at anytime agree to change said schedule.
  - (5) The City may, as it deems necessary and/or appropriate, establish a flextime shift of a forty (40) hour work week consisting of four (4) days at ten (10) hours per day. Said shift shall be a bid shift pursuant to this Article. The flex shift shall be staffed and maintained in the same manner as other shifts. The creation of said flex shift shall have no impact upon minimum staffing of other shifts.
  - (6) The Association recognizes the need for flexible hours but reserves the right to question the reasonableness of changes through the grievance procedure.

12.3: Employees 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, employees shall be allowed two (2) fifteen (15) minute rest periods within an eight (8) hour shift.

Any employee who is required to work beyond twelve (12) consecutive hours shall be paid an additional five (\$5.00) dollars as meal allowance and receive an additional one-half (1/2) hour paid lunch period.

12.4: Overtime pay shall be paid for all work in excess of eight (8) hours worked on a regularly

scheduled work day or workdays under the present work schedule. Such overtime shall be paid at the rate of time and one-half the employee's regular rate of straight-time pay, which, for the purposes of this Agreement, shall be deemed to be the annual salary of such employee as set forth in this Agreement, divided by two thousand, eighty (2,080) hours.

- A. A Member may have the choice of applying overtime he worked to compensatory time at the straight time hourly rate at which it was earned.
- B. A Member may have the choice of applying time and one-half overtime he/she worked to compensatory time at the rate of time and one-half for each hour worked.
- C. The maximum compensatory time which may be accumulated is sixty (60) hours. This may be accumulated in any manner.
- D. All over time must be submitted to the Chief of Police on forms provided and signed by the supervisor directing overtime employment.
- E. The Chief of Police shall cause a list of overtime assignments to be maintained so as to insure equal opportunity for overtime among eligible members.
- F. Refusal by an employee to accept overtime at the time it is offered shall cause such employee's name to be placed at the bottom of the overtime list, except when the employee is deemed non-eligible.
- G. An employee shall not take compensatory time less than eight (8) hours in conjunction with court appearances unless approved by the Patrol Commander.

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

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

A separate list will be kept for female search call-in. The list will combine Corporal/Patrol/Public Service Officer (formerly Cadet) female employees and will follow through the normal rotation. The supervisor that calls the employee will indicate on the card the time it was accepted. The employee that accepts the call-in must be available for the next two (2) hours after the call-in for more searches that may arise. That employee will be NE for overtime that would exceed the sixteen (16) hour time limit.

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

emergency.

12.7: Shift Premium.

- A. Shifts starting between 7:00 p.m. and 5:00 a.m. are midnight shifts and a premium of fifty five (\$.55) cents per hour shall be paid.
- B. Shifts starting between 10:30 a.m. and 7:00 p.m. are afternoon shifts and a premium of forty five (\$.45) cents per hour shall be paid.
- C. Twelve (12) hour shifts starting between 7:00 p.m. and 7:00 a.m. are night shifts and a premium of fifty five (\$.55) cents per hour shall be paid.

**ARTICLE 13**  
**LONGEVITY**

13.1: Longevity pay will continue in addition to the salaries set forth above and shall be four (\$4.00) dollars for each month of continuous service with the City of Taylor.

- A. Longevity pay to be paid each employee on, or the nearest payday after December 1st of each year, and will be paid for the year beginning December 1<sup>st</sup> through November 30th.
- B. 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). In the event of the employees death, the above described longevity payment shall be made to the employee's heir(s), beneficiary(ies) or estate.
- C. Employees hired prior to November 30, 2010 will receive Longevity pay based on each month of continuous service prior to March 1, 2011. After March 1, 2011 the employee shall no longer be eligible for Longevity pay.
- D. Employees hired on or after November 30, 2010 shall not be eligible for Longevity pay.

**ARTICLE 14**  
**PAY PERIOD**

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

14.2: All employees shall participate in the city's direct deposit program.

14.3: Management's right to change the pay periods. With a minimum of thirty (30) calendar days written notification, 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. Further, with a minimum of thirty (30) calendar days notification, the City at its sole discretion has the right to change the payday from Thursday to whatever day of the week it deems feasible.

## **ARTICLE 15** **EMPLOYEE INJURIES**

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

15.2: If an employee is completely disabled from an on-the-job injury and cannot perform any departmental duties, the employee shall be relieved of his/her duties and will receive from the Municipality his/her current base pay and the continuance of the current medical and life insurance plans. Whatever the employee receives from Workers' Compensation will be deducted from his/her current base pay by the Municipality, however, in no case shall an employee receive less in the combination of Workers' Compensation benefits and pay from the Municipality than that which he/she would have earned had he/she been on the job at that time.

## **ARTICLE 16** **VACATIONS**

16.1: It is mutually agreed between the City of Taylor and the Association that vacations shall be determined on a calendar year basis. It is further mutually agreed that all new employees shall receive credit for vacations on a prorated basis for the first year. For each quarter, or portion of a quarter of the first year the employee has worked, he or she shall receive credit for twenty-five (25 %) percent of their yearly vacation allotment to be used in the following calendar year. In computing the correct number of days, four (4) hours or less shall not be applied; more than four (4) hours shall entitle the employee to one (1) day of vacation.

16.2: Members shall receive one hundred twenty (120) hours vacation with pay after one (1) year; one hundred sixty (160) hours vacation with pay after two (2) years at the start of each calendar year. Members must have worked one thousand (1,000) hours in the previous calendar year to be eligible for the next year vacation allotment. Hours worked shall include union business, vacation hours, holidays, compensatory hours and compensable injury hours.

A. All accrued vacation time not used by March 1, 2011 shall be paid off during the first pay period of April 2011. Vacation hours shall not be cashed out on any basis after this payment.

16.3: Vacations may be split upon request of the member and approval of the Chief of Police.

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

- A. The department head shall be responsible for posting the vacation list and it shall be the responsibility of each employee to make his or her request for vacation time based on seniority by shift and division.
- B. Illness certified by a doctor's certificate occurring during an employee's scheduled vacation period shall not be charged against vacation time, but shall be charged against sick leave time. Holidays shall not be charged against vacation time.
- C. All members shall make long term vacation of six (6) days (48 hours) or longer bids based on seniority within two (2) weeks of the posting of shift schedules for each bid shift period. The Department will attempt to afford each employee a vacation based on his/her preference, but in the event that it is not reasonable to do so, vacation preferences of the individual employees shall be based upon seniority.
- D. In the event an employee has already selected a vacation time and prior to the vacation said employee has either changed his/her shift or transferred to a new position, the employee's selection shall be honored by the Department as if it had been previously approved unless it would be unreasonable to do so, in which event the employee shall be allowed to select a new vacation period.

## **ARTICLE 17** **SICK LEAVE**

### 17.1: Accumulating Sick Time

- A. A sick leave account will be established for each employee. Sick banks will accrue at the employee's current rate of pay as provided in this Article. Employees who have sick leave hours accumulated shall not be disciplined for the proper use of sick leave.
- B. Members will receive ninety six (96) hours sick leave credit per year at the start of each calendar year.
- C. Sick hours may be carried over from year to year, and shall not be forfeited if not used in the calendar year they were credited.
- D. Sick days taken will be paid at the current rate of pay and deducted from member's credit balance. Members shall be permitted to charge sick time in increments of two (2) hours.
- E. Sick hours not used by December 31, 2010 shall be paid in full on the first paid period in April 2011. Sick hours shall not be cashed out on any basis after this payment except as provided in 17.1 (F).
- F. Upon member's termination, a maximum of thirty (30%) percent of all unused time accumulated in the sick leave account shall be paid.

17.2: Using Sick Leave

- A. An employee shall be entitled to charge accumulated sick leave credit for illness or injuries not occurring on duty.
- (1) The employee shall, to the extent possible, inform a supervisor or the Chief of Police far enough in advance of his/her scheduled shift to enlist a replacement.
  - (2) Management reserves the right, in those cases where a pattern of sick time abuse is evident, to first require the employee to appear for a warning/counseling session and secondly, in those cases involving the use of more than five (5) days where a pattern exists, management reserves the right to require the employee to be examined by a physician.
  - (3) A doctor's certificate may be required to be submitted to the Chief of Police for extended illnesses exceeding five (5) days.
- B. An employee, subject to the approval of the Chief of Police, may be allowed to charge sick leave days for immediate family illnesses or injuries on an emergency basis where the welfare of the spouse or children are involved.
- (1) Approval may be granted by the employee's supervisor until his/her supervisor or the Chief of Police can be contacted.

17.3: Personal Leave Hours. Employees will be allowed up thirty six hours personal leave per year to be charged against their sick bank provided they maintain a minimum of twenty four hours in their sick bank. These days will be deducted from the account balance at the employee's current wage rate. Personal time shall be charged in increments of two (2) hours. The employee must request and be granted approval by his or her supervisor at least twenty-four (24) hours in advance of the day requested. 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 in made and prior approval is obtained.

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

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

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

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

## **ARTICLE 18** **BEREAVEMENT LEAVE**

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

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

## **ARTICLE 19** **HOLIDAYS**

19.1: Holidays with pay at the regular rate shall be New Year's Day, President's Day (observed by City), Martin Luther King Day (observed by City), Good Friday, Easter, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.

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

19.3: An employee who is scheduled to work on a holiday through normal rotational period or cycle will be paid time and one-half (1 ½) in addition to his/her holiday pay.

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

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

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

## **ARTICLE 20** **INSURANCE**

20.1: Life/Accident. The Municipality agrees to pay the premium cost on a life insurance plan of twenty-thousand (\$20,000) dollars for each member, with and additional twenty thousand (\$20,000) to equal forty thousand (\$40,000) dollars for accidental death. The City agrees to furnish for each employee a sickness and accident insurance benefit of one hundred (\$100) dollars weekly for a maximum of twenty-six (26) weeks. The 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 in 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. Said benefit shall commence the first day following an accident or the eighth day following the onset of an illness.

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

20.2: Medical. Employees hired before July 1, 2002, shall be provided with the Community Blue PPO Option 1 Basic Plan with the Mental Health 20% Rider, which brings in-patient mental health care up to 80%; the PCM \$500 Rider, which provides for \$500 per member, per year for preventative services; the Office Visit \$20 Rider; and the CBCMT \$20 Rider, which provides for \$20 co-payment for chiropractic services. The employee will have the option of enrolling in the Health Alliance Plan or Blue Care Network in lieu of Community Blue PPO. Employees hired on or after July 1, 2002, shall have the option of Blue Care Network or Health Alliance Plan. All three plans will provide 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 dependant 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 dependants shall continue to be covered provided they meet all of the requirements of the Plan.

The Association agrees that the City may utilize alternative funding strategies to deliver the agreed upon benefits. The City may utilize a Third Party Administrator (TPA) to administer a Health Reimbursement Arrangement (HRA).

- A. Medical Premium Co-Payment. Employees shall have deducted from their weekly wages a medical premium contribution in the amount of ten percent (10%) of the City's cost for the plan selected, capped at an annual maximum of two thousand dollars (\$2,000) for a family plan, one thousand five hundred dollars (\$1,500) for a two (2) person plan and one thousand (\$1,000) for a one (1) person plan.

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

If the employee's spouse is employed by the City, they and their family will only be

eligible to be covered on one of the City's health insurance policies. Whichever of the two is enrolled as the primary subscriber will be subject to the language regarding health insurance which is set forth in the collective bargaining agreement of the subscriber.

Employees who are not covered under the City's health insurance program shall be exempted from the co-payment for medical premiums. This exemption shall be in addition to the "payment in lieu of health insurance" provision provided in Section 20.2 B. 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 Medical insurance. Employees who elect not to be covered by the City's medical insurance program will receive a monthly cash payment based on the employee's eligibility for coverage as follows:

Single Person Policy = \$150

Two Person Policy = \$300

Family Policy = \$400

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

20.3: Payment in Retirement of Medical Insurance. Employees who retire on or after July 1, 2010, shall be obligated to pay a medical premium contribution in the amount of ten percent (10%) of the City's costs for the plan selected capped at an annual maximum of two thousand dollars (\$2,000) for a family plan, one thousand five hundred dollars (\$1,500) for a two (2) person plan and one thousand dollars (\$1,000) for a one (1) person plan.

- A. The Health Plan in which the retiree may participate shall be the same plan as active employees are provided. The plan will change from time to time as negotiated with active employees.
- B. To be eligible for retiree hospitalization-medical benefits an employee must have completed twenty five (25) years of service and attained the age of 55 years old.
- C. The retiree will be removed from the City's hospitalization- medical benefits upon becoming eligible for Medicare.

- D. If an active employee or retiree's spouse is employed by the City or retired from the City, only one of them will be eligible for medical coverage.
- E. Payment by the retiree for said programs shall be accomplished by direct payment from the retiree to the City on or before the first of each month in advance or before any other date of each month which may be designated by the carrier.
- F. Failure by the retiree to make full and complete payment within ten (10) days after the final request for payment is sent by the City shall result in the retiree being dropped from the medical hospitalization coverage effective immediately. It is the responsibility of the retiree to ensure that the City is notified of his/her current address at all times. If there is a change in rates by the medical hospitalization insurance carrier, the City shall notify the retiree of said rate change and any adjustments necessary shall be made on the following monthly payment.

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

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

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

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

Class III, prosthodontics, eighty (80%) percent;

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

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

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

20.6: Dental and Optical Retiree Insurance. Retirees shall be eligible to participate in the

City's Dental and Optical Insurance Programs pursuant to the following conditions: The present and future increases in the cost of said insurance programs shall be borne by and be the exclusive responsibility of each retiree. Payment by the retiree for said programs shall be accomplished by direct payment from the retiree to the City on or before the first of each month in advance or before any other date of each month which may be designated by the carrier. Optional retiree paid dental and/or optical coverage must be elected at the time of retirement. Any retiree who does not elect this coverage at retirement will be ineligible to enroll at a later time. Any retiree who enrolls in retiree paid dental or optical coverage and drops the coverage will be forever ineligible for re-enrollment.

20.7: The City and the Association will be able to seek alternative carriers to provide the agreed upon level of benefits.

20.8: The parties agree to form a Health Care Cost Containment Committee made up of one member from each Union or Association group and the City of Taylor. The parties are committed to investigate programs, which will reduce costs. Programs to be considered would include alternative health care providers, additional cost containment programs, and alternative traditional plans.

20.9: In the event that the US Congress should impose a national style health care program during the term of this Agreement it is agreed and understood that the City and the Union will reopen and renegotiate the terms and conditions of this Article.

**ARTICLE 21**  
**RECREATION CENTER MEMBERSHIP**  
**SPORTSPLEX ICESKATING 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.

**ARTICLE 22**  
**COURT TIME**

22.1: Court or Legal Proceedings Within the City. Employees who are off duty and 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 employee must appear twice in one day for court, once in the A.M and again in the P.M. he/she will be allowed an added four (4) hours for the second appearance, subject to the approval of the Chief of Police.



- B. Employees required to sign complaints at courts or prosecutors' offices within the City will be compensated for two (2) hours at the employee's current hourly straight time rate of pay.
- C. If the employee fails to appear as set forth above, he/she shall forfeit an equal number of hours of compensatory time. Absence due to certified sick time shall be a valid excuse and no penalty shall apply.

22.2: Court or Legal Proceedings Out of the City. Employees who are off duty and are required to appear in courts or legal proceedings not now available in the City will receive a minimum of four (4) hours pay at the employee's current hourly straight time rate of pay, with the exception of civil cases instituted by the employee. AM and PM appearances at court or legal proceedings will be treated as separate appearances.

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

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

22.4: 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.

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

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

**ARTICLE 23**  
**SALARY SCHEDULE**

23.1: Effective retroactive to June 30, 2009:

39 Months	\$37,378.43	\$17.9704 /Hourly
36 Months	\$36,289.73	\$17.4470 /Hourly
24 Months	\$35,232.74	\$16.9388 /Hourly
12 Months	\$31,631.12	\$15.2073 /Hourly
Start	\$28,186.19	\$13.5511 /Hourly

Salary Schedule:

Calendar Year 2010	No salary increase
Calendar Year 2011	No salary increase
Calendar Year 2012	No salary increase
Calendar Year 2013	No salary increase

**ARTICLE 24**  
**UNIFORM AND EQUIPMENT ALLOWANCE**

24.1: The Municipality agrees to furnish initial uniform issue to members. The Municipality agrees to replace these uniforms when needed. Members will not receive uniform allowance.

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

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

**ARTICLE 26**  
**SAFETY, TRAINING TIME AND EDUCATION**

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

Employees attending these meetings will suffer no diminution in pay.

26.2: The written safety code shall contain the following safety regulations, to take immediate

effect upon ratification of this Agreement:

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

- A. Employees required to attend police training schools or seminars on a scheduled off day shall be compensated at straight time hourly rates, not to exceed eight (8) hours pay.
- B. Employees who use their own vehicles will receive mileage equal to the current IRS rate per mile when incurred, round trip, if municipal transportation is not available. If more than one employee is transported in an employee's vehicle, only the employee who provides the transportation will be given mileage.
- C. Employees who fail to attend required police training schools and/or seminars without reasonable excuse are subject to disciplinary action.

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

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

26.5: Field Training (FT) Program. The assignment of trainees to trainers will be at management's discretion. Efforts will be made to have qualified trainers available, but where this is not possible, management reserves the right to assign training duties to other members on a temporary basis. Members who are assigned to train probationary members shall receive five (5%) percent over their base scale pay for the hours actually worked in the training capacity.

26.6: Education Incentive. A yearly bonus shall be paid as an incentive to achieve higher education according to the following schedule:

Associates Degree	\$100.00
Bachelor Degree	\$200.00
Master's Degree	\$300.00
PHD	\$400.00

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

26.7: Accredited Dispatch Training. With pre-approval from the City; any member hired prior to July 1, 2010, who selects to register for an accredited dispatch training course will receive payment for the cost of tuition and required books. The payment will be paid directly to the accredited school prior to the start of the program. In the event the member does not satisfactorily complete the course or receive accreditation, he/she will be responsible for reimbursing the City for the cost of tuition and books through payroll deduction over a six (6) month period of time.

Pre-approval from the City shall not be unreasonably denied without just cause and every effort shall be made to ensure that all members have the opportunity to participate in accredited dispatch training. Seniority shall be considered by the City in granting requests for training. Members leaving employment with the City within one (1) year of completing accredited dispatch training shall be required to repay the City for the cost of tuition and required books. In addition, any member hired after July 1, 2010 will also have to complete an accredited dispatcher training/certification to qualify for the education bonus.

## **ARTICLE 27**

### **NON-PARITY**

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

## **ARTICLE 28**

### **DISTRIBUTION OF CONTRACT AND OTHER DOCUMENTS**

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

28.2: The Collective Bargaining Agreement will be provided by the Municipality to the Association within a reasonable time after signing. The cost of printing said Agreement shall be absorbed by the Municipality. The Association is to receive ten (10) copies, and in addition thereto, one (1) copy to be issued to each employee covered thereunder.

## **ARTICLE 29**

### **EMPLOYEES' BILL OF RIGHTS**

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

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

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

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

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

Employees shall have the right to bring civil suit against any person, group of persons, or any organization or corporations or heads of such corporations or organizations, for damages suffered, either pecuniary or otherwise, or for abridgement of their civil rights arising out of the employee's performance of official duties, provided written notice is given to the Chief of Police or his/her designee.

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

29.4: Lockers of individual employees shall not be opened for inspection except with permission of and in the presence of the employee. The only exception shall be a legal search.

29.5: No employee shall be required or requested for the purposes of assignment or other personnel action, to disclose any item of his/her property, income, assets, sources of income, debts or personal or domestic expenditures (including those members of the employee's family or household), unless such information is obtained under legal procedures.

29.6: Personnel Files. Any employee shall have the right to examine any and all of his/her personnel files maintained by the employer twice a year or prior to a promotional exam, upon request, during normal business hours (Monday through Friday, 9:00 a.m. to 5:00 p.m., except holidays).

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

**ARTICLE 30**  
**MISCELLANEOUS**

30.1:

- A. Outside Employment. The Employer shall not impose unreasonable restrictions on outside employment. All restrictions must have a reasonable and direct bearing on employment with the City of Taylor. Outside employment may not interfere or conflict with duties required by this Department.
- B. Political Activity. Except when on duty, no employee shall be prohibited from engaging in political activity or be denied the right to refrain from engaging in political activity.
- C. Leaving Area. Employees may absent themselves from City of Taylor when not on duty. In those cases where the employee will be absent for a period exceeding seventy-two (72) hours, the employee may leave an address or phone number where he/she can receive messages of an emergency nature.

**ARTICLE 31**  
**ASSOCIATION RIGHTS**

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

31.2: Special conferences on important policy matters will be arranged between the Association President or his/her designee and the Chief of Police or his/her designee upon request of either party. Notice of such meeting shall be a minimum of three (3) days in advance of the meeting except by mutual consent.

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

**ARTICLE 32**  
**DISCIPLINARY PROCEDURES**

32.1: In the event any complaint or charge shall be brought against a member, the following procedure will be followed:

- A. The member will be advised of the charges and the rule violated.
- B. The member will be allowed Union representation or legal representation if appropriate.
- C. The Department shall have a reasonable time to investigate and gather facts. Charges must be brought within ten (10) days of the gathering of said facts.

- D. The member's shift commander will meet with the member and allow him or her an opportunity to respond to the charges. In cases of criminal charges, Miranda Warnings shall be given.
- E. The shift commander may offer discipline at this stage (subject to the approval of the division commander). Should this be accepted there will be no appeal and a record of the incident shall be entered into the personnel file of the member.
- F. The member may reject the proposed discipline, in which case the City may proceed subject to the grievance procedure outlined in Article VII of this Agreement. (Terminal Actions: Start at Step Three)
- G. A member's personnel file shall remain completely intact for the duration of his/her employment as a member of this Association.

### **ARTICLE 33** **ILLEGAL SUBSTANCE ABUSE/DRUG TESTING**

33.1: The Mayor and City Council of the City of Taylor and the Association 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 members and their fellow workers. It is further agreed that the administration of the City of Taylor in partnership with the Association will take all possible measures to minimize substance abuse and, therefore, minimize the tremendous human suffering caused by illicit drugs. Therefore, in order to set a positive example for the community, the City of Taylor and the Association hereby agree to the following drug testing policy for all members of the Association. In addition to random drug testing, the City may require members to take drug tests when probable cause exists to suspect that a member may be using drugs.

33.2: Association members will be selected on a random basis for drug testing up to a maximum of four (4) times per year. In addition, the Chief of Police or his/her designee will have the right to order any Association member to submit to a drug test without any reason once every twelve (12) months. In addition to the above, any member being promoted will be required to submit to a drug test and members in drug sensitive positions such as drug squad and property room and any member who has tested positive in the past may be directed to submit to a drug test by the Chief of Police or his/her designee without regard to the above restrictions. Upon receipt of a written order signed by the Chief of Police or his/her designee, the Association member will immediately proceed to the City's industrial clinic 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.

33.3: Drug Testing/Procedure for Random Selection Process:

1. A drawing of names will be used to determine which individuals will be tested. A minimum of two (2) people will be present for all drawings: one City representative and one Union representative. Prior to the drawing, the City representative will

determine the number of names to be drawn.

2. The names of all Association members shall be placed in a container for the random drawing and the Chief of Police or his/her designee shall draw the appropriate number of names.
3. The Chief of Police or his/her designee will be notified of those names drawn and shall send the employee a written order to report to the City clinic for drug testing.

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

Upon receipt in the testing laboratory, the specimen is thoroughly examined to assure that the sample has not been tampered with. Once the sample has been accepted by the laboratory, a new internal chain of custody form is generated to document and follow the sample through the testing process. The specimen will be tested for a panel of ten (10) drug groups as follows using NIDA standards.

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

A portion of the sample is poured into a testing vial for the initial immunoassay screen. Other chemical tests are performed to determine if the sample has been adulterated. The



original sample is stored in a locked refrigerator in a secure room. If the initial immunoassay screen is negative and the sample has not been adulterated, the specimen is reported as no drugs detected or negative. If the initial immunoassay screen is positive for one or more drugs, the original sample is removed from the locked refrigerator and retested by the more specific gas chromatography/mass spectrometry (GC/MS) confirmation technique. The original sample is then stored in a locked freezer in a secure room for one (1) year.

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

33.5: The urine specimen which tests positive by the GC/MS process will be retested by Smith Kline if requested in writing by the Association member within five (5) calendar days of being notified that the specimen tested positive. Any association member whose urine specimen tests positive by GC/MS will be considered to be a drug user and will be subject to discipline up to and including discharge. Any association member who refuses to take the test when duly ordered will be considered to be a drug user and will be disciplined up to and including discharge.

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

33.7: Every effort will be made to maintain confidentiality of positive test results. Test results will be sent to the Chief of Police. An Association member having a positive drug test will be immediately suspended from duty without pay pending a hearing of the Chief of Police to be conducted within three (3) working days. The member may have the hearing extended an additional seven (7) working days by submitting a written determination within one (1) working day after notification of the hearing. Association members will receive call-in pay for interrogations scheduled by the Police Department.

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

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

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

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

#### **ARTICLE 34** **GENERAL**

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

34.2: A copy of this Agreement shall be distributed by the Municipality to all members of the Association.

#### **ARTICLE 35** **DURATION**


35.1: This Agreement shall be in effect March 1, 2011 and shall remain in full force and effect to and including September 30, 2013.

35.2: The parties agree that commencing not later than April 1, 2013, they will undertake negotiations for a new agreement for the succeeding period.


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

In witness whereof, the parties hereto have executed this Agreement by their duly authorized representatives the 3<sup>rd</sup> day of March, 2011.

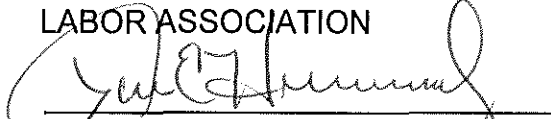
CITY OF TAYLOR

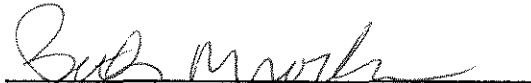
  
\_\_\_\_\_  
Jeffrey P. Lamarand, Mayor

POLICE OFFICERS  
ASSOCIATION OF MICHIGAN

  
\_\_\_\_\_  
Thomas Scherer, Business Agent

TAYLOR PUBLIC SERVICE OFFICER  
LABOR ASSOCIATION

  
\_\_\_\_\_  
Luis Hernandez, President

  
\_\_\_\_\_  
Beth Mrocka, Bargaining Committee

  
\_\_\_\_\_  
Craig McDermott, Bargaining Committee

*On August 31, 2010, every Public Service Officer (PSO) received a Shift Bid with a vote to change their work hours to a trial period 12 hour shift. The PSOs voted in favor of the 12 hour shift, which will begin on October 4, 2010 at 12:00 A.M. Listed below are guidelines for the trial period agreed upon by both the Police Administration and the PSOs.*

## 12 Hour Shift Rules

### Start Time

DAYS: 7 AM – 7 PM

NIGHTS: 7 PM – 7AM

### Shift Premium

There will be no shift premium for DAYS

.40 Cents per hour will be paid to NIGHTS

### Overtime

\* No PSO can work more than 16 hours: this includes court and training time.

\* Two lists would be established for O.T. (one for 12 hours shift and one for less than 12 hours)

### Training Time

If you are scheduled off, you will be paid the standard straight time for your training.

### Holidays

8 hours holiday time will be paid to the PSO if they are not working a holiday.

12 hours will be paid to the PSO if they are working a holiday. Same as it currently works for the 8 hours schedule.

### Vacation time/Sick time/Bank Days

All time is converted into hours.

12 hours increments will be taken for days off.

There will be no conversions of any accrued time. The vacation, sick, bank etc. hours you have currently, will not change.

Sick Day = 12 hours (taken from sick bank)

PLD Day = 12 hours (taken from sick bank)

Vacation Day = 12 hours

Bank Day = 12 hours

### Seniority

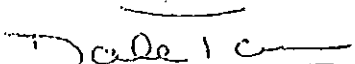
Seniority will be used just like in the past to pick schedules and shifts.

### SOD Day

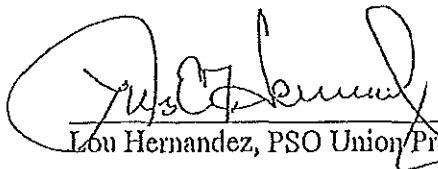
One 12 hour SOD day will be used every six weeks.

### Schedule

The schedule will consist of 2 days on, 2 days off, 3 days on, 2 days, off, 2 days on, 3 days off.

  
\_\_\_\_\_  
Dale Tamsen, Chief of Police  
Police Administration

09/23/10  
Date

  
\_\_\_\_\_  
Lou Hernandez, PSO Union President

9/27/10  
Date

MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
THE CITY OF TAYLOR  
AND  
TAYLOR PUBLIC SERVICE OFFICER LABOR ASSOCIATION

This Memorandum of Understanding is entered into this 9 day of November 2010, by and between the City of Taylor, a Michigan municipal corporation, whose address is 23555 Goddard Road, Taylor, Michigan, 48180 (hereinafter "City") and the Taylor Public Service Officer Labor Association (hereinafter "Union").

WHEREAS, the Union's membership is desirous of implementing twelve (12) hour shifts. It is agreed there will be no shift premium for the day shifts (7:00 a.m. to 7:00 p.m.). It is agreed the shift premium for the night shift (7:00 p.m. to 7:00 a.m.) will be fifty-five cents (\$.55) per hour.

WHEREAS, the Union and the City agree to accept the 12 Hour Shift Rules (Attachment A); with the increase of the shift premium for the night shift (7:00 p.m. to 7:00 a.m.) from forty cents (\$.40) per hour to fifty-five cents (\$.55) per hour.

The City is under no contractual obligation to continue twelve (12) hour shifts. Instead, the City has the sole discretion to discontinue twelve (12) hour shifts with one days notice without negotiation. Should the City decide to discontinue the twelve (12) hour shifts, then this Memorandum of Understanding shall be null and void with no further force or effect.

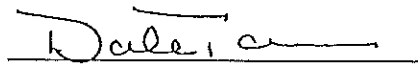
No other terms and conditions will be affected by the changes provided for in this Memorandum of Understanding, nor shall they affect any existing conditions, limitations or restrictions provided for in the collective bargaining agreement between the City of Taylor and the Taylor Public Service Officer Labor Association.

IN WITNESS HEREOF, the parties have executed in duplicate originals this Memorandum of Understanding as of this 9 day of November 2010.

CITY OF TAYLOR

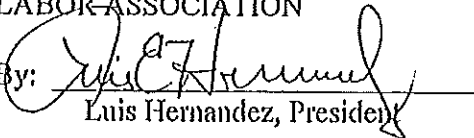
By:   
Jeffrey P. Lamayand

Its: Mayor

By:   
Dale Tamsen

Its: Chief of Police

TAYLOR PUBLIC SERVICE OFFICER  
LABOR ASSOCIATION

By:   
Luis Hernandez, President

Its: President