

4000

6/30/2002



**Agreement**

between

**The City of Taylor**

and

**Taylor  
Corporals'/Detectives'/Patrolmen's/Cadets'  
Association**

*Taylor City of*

LABOR AND INDUSTRIAL  
RELATIONS COL1997/2002  
Michigan State University



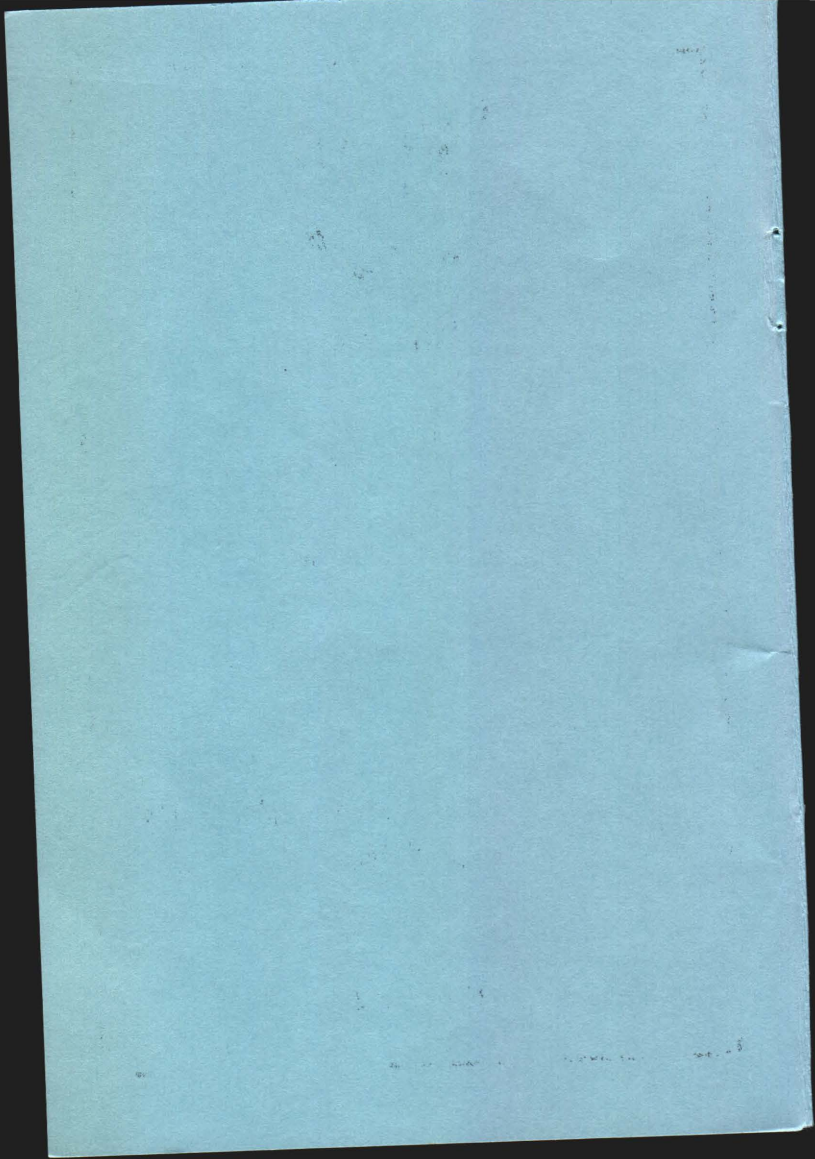


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ARTICLE I

RECOGNITION

THIS AGREEMENT, entered into this 5th day of November, 1997, effective July 1st 1997, between the City of Taylor and the TAYLOR CORPORALS', DETECTIVES', PATROLMEN'S AND CADETS' ASSOCIATION, REPRESENTED BY THE POLICE OFFICERS LABOR COUNCIL, whose representation includes Patrolmen, Corporals and Detectives of the City of Taylor Police Department (herein after called the Association). Effective March 21, 1983 said Association's representation shall also include Police Cadets.

WITNESSETH

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

ARTICLE II

PURPOSE

SECTION 1:

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

SECTION 2:

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

SECTION 3:

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

SECTION 4:

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

"ASSOCIATION" shall include the officers or representatives and members of the Taylor Corporals', Detectives', Patrolmen's, and Cadets' Association, represented by the Police Officers Labor Council.

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

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

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

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

ARTICLE III

RESPONSIBILITY OF THE MUNICIPALITY

SECTION I:

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

SECTION 2:

- A. The Municipality has the sole right to hire, lay off, assign, transfer, and promote employees in accordance with Act 78; to discipline, including discharge for cause according to Act 78 and all other acts which are applicable to the Cadet program.
- B. In all cases of permanent transfers within a classification, from one division

to another within the department, the City shall give consideration to any sworn officer who may request such a transfer. Permanent openings in bureaus or units lasting longer than thirty (30) days will be posted for ten (10) days allowing sworn officers the opportunity to submit their name and qualifications. Management reserves the right to make emergency assignments during the posting period. However, the final determination as to the sworn officer to be transferred shall lie solely with the City and shall not be subject to either complaints under Act 78 or grievances under the terms of this collective bargaining agreement. This paragraph shall not be applicable to police cadets.

- C. The City and Association agree that assignments shall not be based solely on age, sex or race.

SECTION 3:

- A. The Association recognizes other rights and responsibilities belonging solely to the Municipality prominent among which, but by no means wholly inclusive, are the rights to determine the location or number of stations, the manner in which work is to be performed, the type of equipment they are to use, schedules to be worked, and assignments of their duties. In no case will cadets be assigned outside police facilities.
- B. The Association recognizes the right of the Municipality to make reasonable rules and regulations, not in conflict with the Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operation of the Municipality's Police Department and to require compliance therewith by the employees. The Association reserves the right to question the reasonableness of the Municipality's rules or regulations for sworn officers through the grievance procedure, and through the arbitration procedure hereinafter provided, or through procedures provided in Act 78 of Public Acts 1935, as amended. A cadet's grievance will be processed as outlined under Article VI of this Agreement.

SECTION 4:

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

SECTION 5:

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

SECTION 6:

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

ARTICLE IV

UNION ACTIVITIES

SECTION 1:

Employees and their Association 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 labor unit.
- B. The Department shall not discriminate against an employee because he has given testimony or taken part in any grievance procedures or other hearings, negotiations, or conferences as part of the labor organization recognized by this Agreement.

SECTION 2:

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

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

SECTION 3:

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

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

SECTION 4:

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

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

SECTION 5:

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

SECTION 6:

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

SECTION 7:

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

ARTICLE V

AGENCY SHOP - CHECK OFF - UNION SECURITY

SECTION 1:

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

SECTION 2:

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

- A. Sign and deliver to the Employer an assignment authorizing deduction of membership fee and regular dues commencing with completion of thirty (30) day period from the date of hire.
  - 1. 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.
- 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 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 30 days of the date of said notice. The refusal of any employee to contribute fairly to the cost of negotiation and administration of this and subsequent agreements is recognized as just and reasonable cause for termination of employment.

SECTION 3:

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

ARTICLE VI

RESOLUTION OF DISPUTES AND ARBITRATION

SECTION 1:

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

SECTION 2:

- A. All disputes taken up with the immediate supervisor within thirty (30) days after the aggrieved or the Association acquires knowledge of the incident giving rise to the dispute shall be entitled to consideration.



- B. An employee having a dispute shall first take the matter up with his/her immediate supervisor except 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 (B), the employee may, within five (5) days (excluding Saturdays, Sundays and holidays) file the complaint in writing to the Chief of Police, or his designee of a higher rank than involved in Step One, for review. The Chief of Police, or his designee of a higher rank than involved in Step One, shall furnish a written answer within ten (10) days (excluding Saturdays, Sundays and holidays).
- D. STEP THREE: If a satisfactory settlement is not reached in STEP TWO, the Association may submit the matter to the Director of Personnel of the City of Taylor or his designee within five (5) days (excluding Saturdays, Sundays and holidays), following receipt of the Chief of Police's written disposition of the dispute. The Director of Personnel or his designee shall, upon receipt of the dispute, make written disposition of the same within ten (10) days (excluding Saturdays, Sundays, and holidays).
- E. STEP FOUR: In the event the dispute, when involving a sworn officer, is not settled in STEP THREE, the Association, through its secretary or president, shall have 30 days in which to invoke arbitration where arbitration is required.

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

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

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

arbitrate the disputed issue or issues.

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

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

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

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

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

(3) Any dispute not appealed from a decision in one of the steps of the above procedure to the next step, as prescribed, shall be considered dropped.

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

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

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

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

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

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

#### ARTICLE VII

#### SENIORITY

##### SECTION 1:

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

##### SECTION 2:

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

##### SECTION 3:

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

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

ARTICLE VIII

MAINTENANCE OF CONDITIONS

SECTION 1:

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

SECTION 2:

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

SECTION 3:

This Agreement shall 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 the Agreement.

ARTICLE IX

LEAVES OF ABSENCE

SECTION 1:

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

SECTION 2:

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

SECTION 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.

SECTION 4:

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

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

SECTION 5:

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

SECTION 6:

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

SECTION 7:

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

ARTICLE X

DURATION

SECTION 1:

This agreement shall be effective the 1st day of July, 1997 and shall remain in full force and effect to and including June 30, 2002.

SECTION 2:

The parties agree that commencing not later than April 1, 2002 they will undertake negotiations for a new agreement for the succeeding period.

SECTION 3:

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

ARTICLE XI

PHYSICAL EXAMINATIONS

SECTION 1:

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

SECTION 2:

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

SECTION 3:

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

SECTION 4:

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



police cadet.

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

## ARTICLE XII

### EMPLOYEE PENSION

#### SECTION 1:

- A. Effective July 1, 1997, upon retirement, the officer shall receive a regular retirement pension payable throughout the officer's life, of two point eight percent (2.8%) of the officer's Final Average Compensation for all full years of service to a maximum of 70% of Final Average Compensation. Final Average Compensation shall be the average of the three (3) years of highest annual compensation received by an officer during the ten (10) years of service immediately preceding his retirement or leaving service.
- B. Sworn members shall be eligible to retire after twenty (20) years of service with no age requirement.

#### SECTION 2:

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

Sworn officers will pay employee contributions of seven percent (7%) as required for pension coverage.

#### SECTION 3:

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

the pre-May 30, 1992 pension benefit and the City of Taylor.

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

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

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

- 1. Sworn Officers hired after May 30, 1992 and whose pension is based upon base wage only shall pay the seven percent (7%) pension contribution upon said base wage only.

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

#### SECTION 4: CADET TIME CREDIT

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

- A. Patrol 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 of cadet service shall be three (3) years.
  - 2. Total credit available for purchase shall be calculated to the nearest

month (15 days shall constitute a full month for first and last months of cadet service).

- B. Eligible Patrol Officers shall contribute 5% of base wage in effect at the time of purchase for each full and partial cadet service year purchased.
  - 1. Patrol Officers who have purchased cadet time and subsequently decide not to leave at or before 20 years service shall have a pro-rata portion of their contribution returned to them. Refund shall be based upon actual amount of purchased time not used to reach 20 year retirement.
- C. Payment will be made directly to the Police and Fire Retirement Board in the full amount for time purchased, with duplicate receipt made (one copy for individual and one for pension file).
- D. Proof of cadet service time shall be documented with verifiable City records which shall attest to the first day of continuous service.
- E. The sole reason for purchase of cadet time shall be to allow eligible Patrol officers to attain at least 20 years of service for retirement purposes. Absolutely no benefit other than early retirement with at least 20 years service is to be, nor shall any be, derived from this agreement. Specifically, no benefits or agreements affected by length of service to the City i.e. longevity or seniority rights shall be impacted in any way by this section.

#### ARTICLE XIII

##### PAID FOR TIME - LUNCH TIME - LONGEVITY PAY

###### SECTION 1:

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

###### SECTION 2: HOURS OF EMPLOYMENT

The work schedule of the Police Department shall continue to be five (5) eight (8) hour work days for a total of 40 hours each week, "except that time in excess of 40

hours per week which is created solely by the double-back due to the 28 day scheduling now being practiced, shall not be compensated at overtime rates of pay."

- A. Sworn officers assigned to a patrol bureau shift platoon shall work steady shifts (days, afternoons, overlap, and midnights) based on bids by rank seniority every four (4) months effective January 1, 1983. Probationary officers shall not be subject to shift bid by rank seniority until the next bid following completion of their probation.
- (1) A sworn officer shall indicate to the shift commander his desired off day within the first seven (7) days of each twenty-eight day duty cycle or it will be assigned.
  - (2) All regular work shifts shall consist of eight (8) hours; there shall be no split shifts unless required under emergency conditions as declared by the Governor of the State of Michigan, or for adherence to the employer's commitment to any mutual aid pacts. The City will make every effort 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 the contract.
  - (4) The City may, as it deems necessary, staff an overlap shift in addition to the present schedule of three shifts.
  - (5) In cases of emergency or economic necessity, the City shall have the right to deviate from the aforementioned platoon scheduling provided advance notification is given to the Association and the rights under Article XXXIV shall apply. (The Department and the Association may at any time agree to change said schedule.)
  - (6) Regarding all units or bureaus other than patrol, the Association recognizes the need for flexible hours but reserves the right to question the reasonableness of changes.
  - (7) Regarding Cadets, the Association recognizes the need for flexible hours but reserves the right to question the reasonableness of changes through the grievance procedure.
  - (8) The City may as it deems necessary and/or appropriate, establish a flex-time 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.

SECTION 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) ten (10) minute rest periods within an eight (8) hour shift.

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

SECTION 4:

Longevity pay will continue in addition to the salaries set forth above and shall be \$4.00 for each month of continuous service with the City of Taylor

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

SECTION 5:

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

- A. Employees called in to work during non-scheduled hours shall be paid at the rate of time and one-half for all non-scheduled hours worked.
- B. A sworn officer may have the choice of applying overtime he worked to compensatory time at the straight time hourly rate at which it was earned.

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

SECTION 6:

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

SECTION 7: REPORTING TIME

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

SECTION 8:

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

SECTION 9:

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

SECTION 10:

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

ARTICLE XIV

PAY PERIOD

SECTION 1:

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

ARTICLE XV

EMPLOYEE INJURIES

SECTION 1:

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

SECTION 2:

If an employee is completely disabled from an on-the-job event or while off duty and acting in the capacity of his oath of office and cannot perform any departmental duties, the employee shall be relieved of his duties and will receive from the Municipality his current base pay and the continuance of the current medical and life insurance plans until retirement under Act 345 or death, whichever comes first. Whatever the employee receives from Workers' Compensation will be deducted from his current base pay by the Municipality, however, in no case shall an employee



receive less in the combination of Workers' Compensation benefits and pay from the Municipality than that which he would have earned had s/he been on the job at that time. The parties recognize that the provisions of Act 345 are not applicable to Cadets.

ARTICLE XVI

VACATIONS

SECTION 1:

It is mutually agreed between the City of Taylor and the Association that vacations shall be determined on a calendar year basis. It is further mutually agreed that all new employees shall receive credit for vacations on a prorated basis for the first year. For each quarter, or portion of that quarter of that first year the employee has worked, he or she shall receive credit for twenty-five percent (25%) of their yearly vacation 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 days vacation.

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

- A. After one (1) year and through five (5) years service, fourteen (14) work days vacation.
- B. After five (5) years and through ten (10) years' service, twenty-one (21) work days' vacation.
- C. After ten (10) years and over of service, twenty-eight (28) work days' vacation, plus one (1) added work day vacation for every year in excess of fifteen years of service.
- D. Cadets shall receive ten (10) work days vacation with pay after one year; fourteen (14) days vacation with pay after five years.
- E. An employee must have worked 1,000 hours in the previous calendar year to be eligible for the next year vacation allotment. Hours worked shall include union business, vacation days, holidays and compensable injury days.
- F. A vacation cash account will be established for each employee. The maximum accumulation of vacation time shall be calculated at 384 hours times the employee's hourly rate in effect on December 31 of each year.

Hours in the vacation bank prior to November 5, 1997 shall be converted to cash using the employee's hourly pay rate in effect on November 5, 1997. Effective November 6, 1997 vacation cash accounts shall accrue at the employee's current rate of pay as determined herein.

1. All current year vacation allotment shall be used before any withdrawal of banked vacation.

SECTION 2:

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

SECTION 3:

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

- A. The department head shall be responsible for posting the vacation list and it shall be the responsibility of each employee to make his or her request for vacation time based on rank seniority by shift and division.
- B. 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 officers shall make long term vacation (of six [6] days or longer) bids based on rank seniority within two (2) weeks of the posting of shift schedules for each bid shift period. The Department will attempt to afford each employee a vacation based on his/her preference, but in the event that it is not reasonable to do so, vacation preferences of the individual employees shall be based upon rank seniority within each classification.
- D. In the event an employee has already selected a vacation time and prior to the vacation said employee has either changed his 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.

SECTION 4:

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

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

ARTICLE XVII

SICK LEAVE

SECTION 1:

- A. A sick leave cash account will be established for each employee. Hours in the sick bank prior to 7/1/84 will be converted to cash using the pay rate in effect on 6/30/84 for the officer's current rank. Sick time accumulated between 7/1/84 and 3/3/87 will be credited at the pay rate in effect on 3/3/87, including all retroactive raises and COLA. Effective 3/4/87 sick cash banks will accrue at the employee's current rate of pay as per the contract language. Employees who have sick leave days accumulated shall not be disciplined for the proper use of sick leave.
- B. Sworn officers will earn additional cash account credit for each month s/he works at least five (5) full days. The sworn officer's account will be credited by one and one half (1 1/2) days at his/her current hourly pay rate for each month worked as defined above. Officers hired on or after November 5, 1997 shall receive one sick day per month at his/her current hourly rate of pay for each month as defined above. Sick days taken will be paid at the current rate of pay and deducted from sworn officer's credit balance. Sworn officers shall be permitted to charge sick time in increments of four (4) hours. Cadets will continue to receive one (1) day sick leave credit per month. For purposes of this section, the following days shall be considered to be days worked: vacation days, days off on approved union business, paid holidays, paid funeral leave days and days paid for on-the-job injuries only.
- C. Each February 1st, all cash balances in excess of \$22,000 will be paid out to the employees. In addition, employees may request and receive a cash payout for balances in excess of \$4,000 once a year with a minimum requested payout of \$1,000. This payment will be made no later than the second pay period after the request. A statement of each employee's year

end cash account balance will be issued no later than April 1st.

- D. An officer will be allowed to apply his excess equivalent of 60 days to provide for early retirement provided that written notice is given to the Chief of Police of his desire to do so prior to January 1st of each year. If the employee chooses to retire early, s/he will then be allowed to accumulate the equivalent of 220 sick leave days with the equivalent of 60 of these days allotted for early retirement. It is also understood that an employee who retires early under this option will be considered retired for all purposes and will not accrue seniority.
- E. Cadet sick banks will be converted to cash in the same manner as police officers. Cadets shall be paid for their unused previous year sick leave accumulation each February 1st. A cadet may receive pay for the cash equivalent of five (5) days upon written request to the Chief of Police.

SECTION 2:

- A. An employee shall be entitled to charge accumulated sick leave credit for illness or injuries not occurring on duty.
  - (1) The employee shall, to the extent possible, inform a superior officer or the Chief of Police far enough in advance of his/her tour of duty to 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 superior officer until his supervisor or the Chief of Police can be contacted.

SECTION 3:

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

SECTION 4:

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

SECTION 5:

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

SECTION 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 ill employee until a final determination is made as to whether he is permanently disabled and, if so, the other provisions of this contract, the ordinances, and charter shall take effect.

SECTION 7:

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

ARTICLE XVIII

BEREAVEMENT LEAVE

SECTION 1:

An employee shall be entitled to five (5) consecutive bereavement 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, sister-in-law, grandparents or grandparents-in-law, and step-parents, step-sisters, or step-brothers, step-grandparents and grandchildren.

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

ARTICLE XIX

HOLIDAYS

SECTION 1:

Sworn Officers and Cadets

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

SECTION 2:

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

SECTION 3:

An employee who is scheduled to work on a holiday through normal rotational

period or cycle will be paid time and one-half (1 1/2) in addition to his/her holiday pay.

SECTION 4:

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

SECTION 5:

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

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

ARTICLE XX

INSURANCE

SECTION 1:

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

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

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

SECTION 2:

- A. The City agrees to continue and pay premium costs for hospitalization and medical insurance benefits, including a paid \$5.00 co-pay drug rider and an



F.A.E. rider. Said coverage will include the employee, the employee's spouse, and their children as defined in the plan. The City shall continue this coverage through Michigan Blue Cross and Blue Shield, or an equivalent thereof subject to the provisions of this article.

- B. The City shall continue to provide a paid dental insurance rider for Class I and II, full family coverage (employee, employee's spouse, and children through age 19 or 22 if full time student) with \$600 maximum per person per year through Delta Dental Insurance or an equivalent thereof. Class I, preventive and diagnostic services and emergency palliative treatment and radiographs - 100%; the balance of Class I benefits - 60% annually. Class II, prosthodontics - 60%. Class I and II benefits shall have a maximum benefit level of \$600 per person per year. Class III, orthodontics - 50% with a \$2,000 lifetime maximum per eligible person. The age limitations are waived for eligible subscribers, spouses and dependent children.
- C. The Municipality will provide the employees with insurance certificates, benefits, riders, identification cards, etc. provided by the insurance carrier.
- D. The Municipality shall continue to provide paid medical-hospitalization coverage after retirement, until death, or until the sworn officer of his own accord, leaves the P.O.L.C. or is employed elsewhere. Prescription Drug coverage will be provided for officers who retire after May 30, 1992.

In the event a sworn officer dies while on duty or while acting in the capacity of his/her oath of office, the City shall provide continued medical coverage as defined in this Section to the unremarried spouse and children (up to 18 years old) of the deceased officer. This coverage shall continue until the spouse remarries or until the deceased officer would have otherwise normally retired.

If said retired officer shall become eligible for Medicare, the member shall enroll in the Medicare Part A and Part B programs which shall be the primary provider. The City shall provide the retiree, the retiree's spouse and their children as defined in the plan with Complementary Coverage substantially equivalent to that described in Section 2(A) at no additional cost to the retiree, upon enrollment in Medicare. Medicare Part B costs shall be reimbursed by the Pension Plan with the monthly pension distribution. In the event changes in the laws regulating Medicare result in a charge for Part A, the 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.

- E. The dental, F.A.E. riders herein provided for shall not be applicable to retirees.
- F. The City shall provide for each employee and eligible members of the employee's family an optical plan. The plan in general provides that every employee, spouse, and all dependent children under the age of 19 may receive an optometric refraction and glasses, if needed, once every two (2) years. The plan details the types of frames and lenses available.
- G. In the event a change in the present insurance carrier is desired, such change shall not take effect without the mutual investigation and consent of the parties hereto. In the event the parties do not agree, the City shall not have recourse to the grievance arbitration procedure.
- H. Association members and retirees who elect not to be covered by the medical insurance program will receive a monthly cash payment of \$100.00. The above will not apply to officers or retirees whose spouse is an employee or retiree of the City or who are eligible to be covered by any other City paid medical insurance. Anytime after waiving such coverage, the employee or retiree may resume medical coverage subject to the normal waiting period.
- I. If an active Association member or retiree's spouse is employed by the City or retired from the City only one of them will be eligible for medical coverage. The active employee will be covered by the insurance of the retired spouse. If the insurance benefits should be improved or reduced in the future, the retiree will retain the benefits in effect at the time of retirement.
- J. Only natural children or legally adopted children will be eligible for medical, prescription drug, dental, and optical coverage.
- K. The City may elect to have retiree medical insurance premiums paid from the pension fund.
- L. New hire's insurance benefits shall commence on the first insurance billing date following 30 days of employment.

**SECTION 3:**

Retirees shall be eligible to participate in the aforesaid optical and dental programs. The present cost and future increases in the cost of said programs shall be borne by and be the exclusive responsibility of each retiree. Payment by the retiree for said programs shall be accomplished by either deducting the applicable amounts from the retiree's pension payments, or by direct payment from the retiree to the City

on or before the first of each month in advance or before any other date of each month which may be designated by the carrier.

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

SECTION 4:

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 Article XX.

ARTICLE XXI

COURT TIME

SECTION 1:

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

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

SECTION 2:

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

SECTION 3:

Court or Legal Proceedings Out of the City:

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

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

SECTION 4:

Valid proof of appearance by signature of the judge or his clerk, or court officer on the notice to appear, or the officer in charge at the police station on forms provided, must be submitted to the Chief of Police in advance for payment as agreed.

SECTION 5:

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

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

SECTION 6:

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

ARTICLE XXII

SECTION 1: SALARY SCHEDULE

A. The following salary schedule shall apply to sworn officers with a pre-July 1, 1997 seniority date:

	7/1/97 to 6/30/00	7/1/00 to 6/30/01 (3% Increase)	7/1/01 to 6/30/02 3% Increase)
CPL/DET	\$41,847.23	\$43,102.65	\$44,395.73
39 Months	\$40,589.04	\$41,806.71	\$43,060.91
30 Months	\$38,415.51	\$39,567.98	\$40,755.02
18 Months	\$31,729.02	\$32,680.89	\$33,661.32
12 Months	\$30,158.33	\$31,063.08	\$31,994.97
6 Months	\$29,375.76	\$30,257.03	\$31,164.74
3 Months	\$28,593.17	\$29,450.97	\$30,334.49
Start	\$27,810.60	\$28,644.92	\$29,504.27

B. The salary schedule for sworn officers with a seniority date of July 1, 1997 and later shall be:

	7/1/97 to 6/30/00	7/1/00 to 6/30/01 (3% Increase)	7/1/01 to 6/30/02 (3% Increase)
CPL/DET	\$41,847.23	\$43,102.65	\$44,395.73
60 full months	\$40,589.04	\$41,806.71	\$43,060.91
48 full months to 60 months	\$37,658.33	\$38,788.08	\$39,951.72
36 full months to 48 months	\$35,158.33	\$36,213.08	\$37,299.47
24 full months to 36 months	\$32,658.33	\$33,638.08	\$34,647.22
12 full months to 24 months	\$30,158.33	\$31,063.08	\$31,994.97
Start to 12 full months	\$27,810.60	\$28,644.92	\$29,504.27

ARTICLE XXIII

UNIFORM AND EQUIPMENT ALLOWANCE

SECTION 1:

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

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

SECTION 2:

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

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

SECTION 3:

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

SECTION 4:

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

SECTION 5:

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

ARTICLE XXIV

TRADING OF ASSIGNMENTS

SECTION 1:

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

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

ARTICLE XXV

SAFETY, HEALTH, WELFARE AND EDUCATION

SECTION 1:

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

SECTION 2:

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

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

SECTION 3:

Qualifications in weapons shall be made during the sworn officer's normal tour of duty. Sworn officers will be allotted ammunition for all department shoots. It shall be the City's obligation to provide adequate firing ranges for these officers. Handguns will be fired quarterly, biannually for qualification, and biannually for

practice. Practice will be on the sworn officers' time and not subject to pay. Other heavy arms will be fired annually.

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

SECTION 4:

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

- A. Employees required to attend police training schools or seminars on a scheduled off day shall be compensated at straight time hourly rates, not to exceed eight (8) hours pay.
- B. This section on schooling shall not include probationary patrolmen.
- C. Employees who use their own vehicles will receive mileage of fifteen cents (\$.15) per mile, round trip, if municipal transportation is not available. If more than one employee is transported in an employee's vehicle, only the employee who provides the transportation will be given mileage.
- D. Employees who fail to attend required police training schools and/or seminars without reasonable excuse are subject to disciplinary action.

SECTION 5:

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

- A. This section shall not include probationary officers.
- B. Employees who fail to attend department required in-service training without reasonable excuse are subject to disciplinary action.
- C. The criteria for training officers will be established by police management.



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

SECTION 6:

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

- (1) Prior written request by the officer to the Chief of Police or his designee, specifying the class, college or university to be attended, dates and hours of class, and proof of application for any other governmental funds that are or may become available to the officer.
- (2) The Chief of Police or his designee may approve the request for tuition reimbursement based upon: availability of funds in the City budget, changes in work schedules, number of classes requested, and the manpower needs of the bureau, platoon, or unit.

B. The Municipality will reimburse the sworn officer the difference between the actual cost of tuition and required books, and the amount paid by any other governmental funds paid with the exception of veteran funds. Reimbursement will be made upon receipt of a transcript which indicates grade(s) of "C" or better for any class attended which would lead to a degree in police administration at a college or university approved by the North Central Accreditation Committee. The original paid receipt for the class(es) must accompany the transcript and request.

- (1) The parties agree that the City contribution for required books will be confined to \$45.00 and books in excess of the amount will be prorated twenty percent (20%) by the officer and eighty percent (80%) by the City.

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

Associate Degree	\$ 250.00
Bachelor Degree	\$ 500.00
Master's Degree	\$1,000.00

Double MA/MS	\$1,500.00
Pre Doctorate	\$2,000.00
Doctorate	\$2,500.00

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

- D. The City shall establish a Department Educational Committee to determine each applicant's eligibility for the incentive bonus program. The Committee will review and examine all transcripts, records and courses pertaining to the candidate's degree. Said review and examination will be for the purpose of ascertaining the relationship of courses taken for the degree attained and its value to law enforcement work for the City of Taylor, 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.

SECTION 7:

- A. Promotional procedures established in P.A. 78 of 1935, as amended, are to be utilized for promotions affecting bargaining unit members, except as otherwise specifically provided in this contract.

A passing score in the promotional testing process shall be seventy percent (70%) in the written portion of the exam and seventy percent (70%) in the oral portion of the exam.

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

- Sixty percent (60%) upon the written portion of the examination
- Thirty-five percent (35%) upon the oral portion of the examination
- Up to five percent (5%) additional seniority credit based on one-half percent (1/2%) per year of service to a maximum of five percent (5%)

ARTICLE XXVI

GENERAL

SECTION 1:

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

SECTION 2:

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

SECTION 3:

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

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

SECTION 4:

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

The following ratios will be adhered to:

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

Auxiliary police shall be authorized to issue citations for violation of fire lane, garbage day, and handicapped parking ordinances. Further, auxiliary police officers may be assigned to house checks, business checks, church related events, school checks and in emergency situations at the discretion of the Municipality without regard to the above ratios.

SECTION 5:

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

ARTICLE XXVII

DISPATCH

SECTION 1:

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

SECTION 2:

Civilian dispatchers shall be compensated at an hourly rate equal to that negotiated for Taylor Police Cadets.

ARTICLE XXVIII

NON-PARITY

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

ARTICLE XXIX

HAZARD PAY

SECTION 1:

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

ARTICLE XXX

WEAPON ISSUE

SECTION 1:

The standard weapon issue for the Department shall be a Glock 40, and shall be provided to each sworn officer of the Department. If the sworn officer elects not to accept the Glock 40, s/he may be provided with an alternate type of weapon which meets the requirements as prescribed by the Chief of Police, or may be allowed to use his/her own personal service weapon provided it meets Department standards.

SECTION 2:

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

ARTICLE XXXI

DISTRIBUTION OF CONTRACT AND OTHER DOCUMENTS

SECTION 1:

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

SECTION 2:

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

ARTICLE XXXII

EMPLOYEES' BILL OF RIGHTS

SECTION 1:

Polygraph

It is understood that no examination, questioning, or interrogation by mechanical (i.e., polygraph or lie detector), or chemical (i.e., sodium 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.

SECTION 2:

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

performance of their duties.

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

SECTION 3:

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

SECTION 4:

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

ARTICLE XXXIII

MISCELLANEOUS

- A. The employer shall not impose unreasonable restrictions on outside employment. All restrictions must have a reasonable and direct bearing on employment with the City of Taylor. Outside employment may not interfere or conflict with duties required by this Department.
- B. Except when on duty or when acting in his official capacity, no employee shall be prohibited from engaging in political activity or be denied the right to refrain from engaging in political activity.
- C. Employees shall have the right to bring civil suit against any person, group

of persons, or any organizations or corporations or heads of such corporations or organizations, for damages suffered, either pecuniary or otherwise, or for abridgement of their civil rights arising out of the employee's performance of official duties, provided written notice is given to the Chief of Police or his designee.

- D. No employee shall be required or requested for the purposes of assignment or other personnel action, to disclose any item of his/her property, income, assets, sources of income, debts or personal or domestic expenditures (including those members of the employee's family or household), unless such information is obtained under legal procedures.
- E. Any employee shall have the right to examine any and all of his/her personnel files maintained by the employer twice a year or prior to a promotional exam, upon request, during normal business hours (Monday through Friday, 9:00 a.m. to 5:00 p.m., excepting holidays).
- F. The employees' files shall not be made available to any person or organization other than the employee and employer without the employee's expressed authorization except for promotional purposes or under judicial subpoena.
- G. Employees may absent themselves from City of Taylor when not on duty. In those cases where the employee will be absent for a period exceeding seventy-two (72) hours, the employee may leave an address or phone number where s/he can receive messages of an emergency nature.
- H. Lockers of individual employees shall not be opened for inspection except with permission of and in the presence of the employee. The only exception shall be a legal search.

#### ARTICLE XXXIV

#### ASSOCIATION RIGHTS

##### SECTION 1:

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

##### SECTION 2:



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

SECTION 3:

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

ARTICLE XXXV

PRISON PICK-UPS WITHIN THE STATE OF MICHIGAN

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

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

ARTICLE XXXVI

CADETS

- A. Cadets will perform duties as Jailers, Dispatchers and Administrative Aides in the Police Department. They may be used to perform joint fire/police dispatch duties. The shift commander will have the unilateral right to assign work stations and duties inside the police station. Cadet hourly pay rates will be as follows:
1. Salary Schedule effective 7/1/97 to 6/30/98:

Start	\$ 9.00
1 year of service	\$10.10
2 years of service	\$11.25
  2. Effective July 1, 1998 to June 30, 1999 cadets shall receive a pay increase of 2.5% or the state permitted S.E.V. increase to a maximum of 4% whichever is greater.
  3. Effective July 1, 1999 to June 30, 2000 cadets shall receive a pay increase of 2.5% or the state permitted S.E.V. increase to a maximum of 4% whichever is greater.
  4. Effective July 1, 2000 to June 30, 2001 cadets shall receive a pay increase of 2.5% or the state permitted S.E.V. increase to a maximum of 4% whichever is greater.
  5. Effective July 1, 2001 to June 30, 2002 cadets shall receive a pay increase of 2.5% or the state permitted S.E.V. increase to a maximum of 4% whichever is greater.
- B. Shifts starting between 7:00 p.m. and 5:00 a.m. - \$.35 per hour  
Shifts starting between 10:30 a.m. and 7:00 p.m. - \$.25 per hour
- C. Cadets will be allowed to accumulate a compensatory time bank in lieu of overtime pay up to a maximum of 40 hours.
- D. Upon severing employment as a cadet all existing banks shall be calculated and paid off. No benefits based upon service to the City as a cadet shall be carried over to any sworn position except as specifically enumerated in this Contract.

E. Disciplinary Procedure:

- I. In the event any complaint or charge shall be brought against a Cadet, the following procedure will be followed:
  - a. The Cadet will be advised of the charges and the rule violated.
  - b. The Cadet will be allowed Union representation or legal representation if appropriate.
  - c. The Department shall have a reasonable time to investigate and gather facts. Charges must be brought within ten (10) days of the gathering of said facts.
- II. The Cadet's shift commander will meet with the Cadet and allow him/her an opportunity to respond to the charges. In the case of criminal charges, Miranda Warnings shall be given.
- III. The 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 Cadet.
- IV. The Cadet may reject the proposed discipline, in which case the City may proceed subject to the grievance procedure outlined in Article VI. (Terminal Actions: Start at Step Three)
- V. A Cadet's personnel file shall remain completely intact for the duration of his/her employment as a Police Cadet. Upon successful completion of the required probationary period as a Police Officer, all record of disciplinary action against the employee as a Cadet shall be expunged from the employee's file.

ARTICLE XXXVII

DISCIPLINARY PROCEEDINGS

SECTION 1:

Commander's Hearing - Non Criminal Only

List of Minor Infractions:

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

SECTION 2:

General Discipline

- A. Any officer in charge or officer of higher authority may prefer charges against any subordinate, regardless of assignment, for violations of department rules and regulations, orders, special orders, general orders, written policies or written procedures.
- B. Such officer preferring charges shall have a reasonable time to investigate (delays to be explained in writing upon request by the Association ) and upon completion of the investigation, have 10 days to bring said charges against the employee.
  - 1. For minor rules, regulations, policy or order violation, charges must be brought within ninety (90) days of the incident or charges shall be void.
  - 2. For serious violations (those that tend to damage the morale, good order and/or esteem of the Department), as well as all felonies or misdemeanors involving moral turpitude, charges shall be brought within 90 days of the time the Department becomes aware of the violation. If a criminal or civil case is pending, the finding and recommendations may be held until the case is concluded.
- C. Charges shall specify the particular rule violated and the general nature and specifications of such violation. All charges shall be in writing and signed. The original copy delivered to the Chief, a copy to the individual charged and a copy to the Union.
- D. Before an employee is interrogated or required to make a statement, s/he shall be advised of either Garrity or Miranda, whichever, in the discretion of the Department, is appropriate. The employee shall also be advised of his/her right to counsel and/or Union representation, and shall be afforded 48 hours to obtain said representation excluding Saturday, Sunday, and holidays unless mutually agreed by the parties. Any statement so obtained shall be a private record and shall not be made available to any other agent or agency without written consent of the employee.
- E. 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 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 boards shall convene within ten (10) working days of the receipt of charges by the Chief of Police unless adjourned by either party. Upon conclusion of such hearing board, recommendations shall be forwarded to the Chief of Police within five (5) working days.
- H. The Chief of Police shall consider the recommendation of 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 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 to 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 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 XXXVIII

RESIDENCY

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

ARTICLE XXXIX

ILLEGAL SUBSTANCE ABUSE/DRUG TESTING

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

SECTION 1:

Association members will be selected on a random basis for drug testing up to a maximum of four times per year. In addition, the Chief of Police or his designee will have the right to order any Association member to submit to a drug test without any

reason once every twelve (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 Brookside Health Center, where he/she will be required to comply with all clinic procedures for collecting and handling the urine specimen. Drug testing will be conducted while the Association member is on duty.

SECTION 2:

Drug Testing/Procedure for Random Selection Process:

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

SECTION 3:

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

Upon receipt in the testing laboratory, the specimen is thoroughly examined to assure that the sample has not been tampered with. Once the sample has been



accepted by the laboratory, a new internal chain of custody form is generated to document and follow the sample through the testing process. The specimen will be tested for a panel of ten drug groups as follows using NIDA standards.

<u>Drug Group</u>	<u>Drug or Metabolite Detected</u>
Amphetamine	Amphetamine 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 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 year.

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

drug was ingested or when in the recent past the drug was ingested.

SECTION 4:

The urine specimen which tests positive by the GC/MS process will be 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.

SECTION 5:

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

SECTION 6:

Every effort will be made to maintain confidentiality of positive test results. Test results will be sent to the Chief of Police. An Association member having a positive drug test will be immediately suspended from duty without pay pending a hearing 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.

SECTION 7:

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

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

FOR THE CITY:

Joe E. Deo

FOR THE UNION:

Ernest A. Gray

Michael P. Forness  
A.C.L.C.

J. Steven Ubbel

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- NOTES -

- NOTES -

- NOTES -

