

Collective Bargaining Agreement

between the

City of Taylor

and the

**Taylor Public Service Officer Labor Association,
POAM**

July 1, 2021 to June 30, 2024

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ARTICLE 1 – RECOGNITION

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

WITNESSETH

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

ARTICLE 2 – PURPOSE

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

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

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

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

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

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

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

“Public Service Officer” shall mean the members of the Taylor Police Department performing duties as jailers, dispatchers, and administrative aides inside the Police Department facilities

ARTICLE 3 - RESPONSIBILITY OF THE MUNICIPALITY

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

3.2:

- A. The Municipality retains the sole right to hire, fire, lay off, assign duties, transfer, discipline, and all other rights granted the Municipality by State, Federal and local legislation, subject only to special limitations agreed to in this Agreement.
- B. The job duties and responsibilities of a bargaining unit position, as well as state law, shall control as to whether a position in the bargaining unit is entitled to Act 312 compulsory arbitration. In the event that a dispute arises as to the Act 312 eligibility of a position, the parties reserve all arguments, positions, and defenses to either refute or support such eligibility. Members of the bargaining unit are prohibited from striking.
- C. Members may be used to perform joint fire/police dispatch duties. The shift commander will have the unilateral right to assign workstations and duties inside the police station.
- D. In no case will members be assigned outside police facilities.
- E. The Municipality and Association agree that assignments shall not be based solely on age, sex, or race.

3.3:

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

3.4: It is understood and agreed that any of the powers and authority the Municipality had prior to the signing of this Agreement are retained by the Municipality, except those specifically abridged, deleted, or granted by this Agreement.

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

ARTICLE 4 - MAINTENANCE OF CONDITIONS

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

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

4.3: This Agreement shall supersede any rule or regulation of the Police Department to the extent such rule or regulation is inconsistent with the terms of this Agreement. However, this Section shall not be interpreted or applied to limit or interfere with the Employer's right to efficiently and effectively operate the Police Department

ARTICLE 5 - UNION ACTIVITIES

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

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

5.2:

- A. The President and authorized contract negotiating committee of the Bargaining Unit shall be afforded reasonable time during working hours, without loss of pay, to attend contract negotiation meetings. The Association contract negotiating committee will include not more than two (2) members and the President of the Association. Overtime or compensatory time will not be paid for committee members or the President attending such meetings during non-duty hours.

- B. The President and the Association Officers of the Bargaining Unit shall be afforded reasonable time during working hours without loss of pay to process grievances with the Municipality, and all other functions required in the administration and enforcement of this Agreement. Further, the President of the Bargaining Unit shall be permanently assigned to the day shift unless otherwise mutually agreed upon.

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

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

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

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

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

ARTICLE 6 - AGENCY SHOP – CHECK OFF – UNION SECURITY

6.1: The Municipality shall not enter into any agreements with its employees individually or collectively, or with any other organization which in any way conflicts with the provisions hereof. This article shall conform to Federal and State legislation.

6.2: Authorization for Dues/Fees Deduction

Section 1. A bargaining unit employee may sign an authorization for deduction of dues/fees for membership in the Union. The authorization for deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the Employer, with copy to the Union.

Section 2. The amount of dues/fees shall be designated by written notice from the Union to the Employer. If there is a change in the amount of dues/fees, such change shall become effective the month following transmittal of the written notice to the Employer. The Employer shall deduct the dues/fees once each month from the pay of the employees that have authorized such deductions.

Section 3. Deduction of dues/fees shall be remitted to the Union at 27056 Joy Rd., Redford, MI., 48239-1949. In the event a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

Section 4. If an authorized deduction for an employee is not made, the Employer shall make the deduction from the employee's next pay after the error has been called to the Employer's attention by the employee or Union.

Section 5. The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the agreement.

Section 6. Unless otherwise provided in this article, all matters pertaining to a bargaining unit employee establishing or reestablishing membership in the Union, including requirements established by the Union for providing paid services to non-union bargaining unit employees, shall be governed by the internal conditions mandated by the Union pursuant to its authority under section 10 (2) of the Public Employment Relations Act.

ARTICLE 7 - RESOLUTION OF DISPUTES AND ARBITRATION

7.1:

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

7.2:

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

- B. STEP ONE: An employee having a dispute shall first take the matter up with his/her immediate supervisor except on those occasions when the alleged grievance is against the immediate supervisor, wherein those grievances will be filed with the next higher officer in the chain of command, in writing, with or without the employee's Association Representative present, at the employee's option. If the dispute is not settled to the satisfaction of all concerned within ten (10) working days, the dispute shall be submitted to Step Two of the procedure.
- C. STEP TWO: If a satisfactory settlement is not reached in Step One, the employee may, within five (5) days (excluding Saturdays, Sundays and holidays) file the complaint in writing to the Chief of Police, or his/her designee of a higher rank than involved in Step One, for review. The Chief of Police, or his/her designee of a higher rank than involved in Step One, shall furnish a written answer within ten (10) days (excluding Saturdays, Sundays and holidays).
- D. STEP THREE: If a satisfactory settlement is not reached in Step Two, the Association may submit the matter to the Director of Human Resources of the City of Taylor or his/her designee within five (5) days (excluding Saturdays, Sundays and holidays), following receipt of the Chief of Police's written disposition of the dispute. The Director of Human Resources or his/her designee shall, upon receipt of the dispute, make written disposition of the same within ten (10) days (excluding Saturdays, Sundays, and holidays).
- E. STEP FOUR: In the event the dispute is not settled in Step Three, the Association, through its secretary or president, shall have thirty (30) days in which to invoke arbitration where arbitration is required.

Arbitration may be invoked only in the following manner:

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

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

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

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

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

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

ARTICLE 8 - SENIORITY-PROBATION

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

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

- A. He/She quits and/or he/she quits and is reinstated at a future date.
- B. He/She is discharged, and the discharge is sustained.
- C. He/She is absent for three (3) consecutive working days without notifying the employer unless it is impossible to do so. After such absence, the employer will send written notification to the employee at his/her last known address, that he/she has lost his/her seniority and his/her employment has been terminated.
- D. He/She does not return to work when recalled from layoff.
- E. Failure to return from sick leave or leaves of absence.
- F. He/She retires.
- G. In the application of the provisions of this Article, due consideration will be given to extenuating circumstances.

8.3: Upon severing employment as a public service officer all existing banks shall be calculated and paid off 30 days after separation. No benefits based upon service to the City as a public service officer shall be carried over to any sworn position, except as specifically enumerated in the labor agreement between the City and the Taylor Police Officers Labor Association.

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

It is understood the Association will represent these employees during their probationary period for hours, wages and conditions of employment. However, terminal actions shall not be subject to the grievance procedure during the probationary period.

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

8.6: Layoff shall mean the separation of an employee from the active work force. Layoffs shall be by seniority obtained while a member of the bargaining unit; least senior employee will be laid off first. The City shall provide employees a minimum of one (1) week notice prior to their date of layoff. In recalling of employees, the senior employee shall be given first preference. All employees shall receive notice of recall via telephone and by certified mail, return receipt

requested, deliver to addressee only. Reporting time will commence from the date of delivery of said letter. If an employee is so notified and shall fail to report within ten (10) working days, he/she shall lose seniority standing; however, extension of this time may be granted by the discretion of the employer. Recall lists must be kept for a period of two (2) years.

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

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

Non-probationary employees shall be evaluated semi-annually.

ARTICLE 9 - LEAVES OF ABSENCE

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

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

Leave of Absence by Category:

- A. Personal Leave: Leave of absence for personal reasons for a period not to exceed thirty (30) days. An employee on an approved leave must use sick and vacation hours, except seven (7) vacation days.
- B. Military Leave: An employee who enters the Armed Forces of the United States or who is called for Reserve Duty, National Guard, or other branches of the service covered by the National Selective Service Act, will be granted leaves and other rights as afforded by the Act.
- C. Educational Leave: An employee, after one (1) year of service, shall become eligible for a leave of absence for educational purposes. Educational leaves may be renewed upon written application for a total of six (6) months of all leave periods combined. An employee on an approved educational leave must use sick and vacation hours, except seven (7) vacation days.

- D. A Public Service Officer on an approved Educational Leave while attending the academy may work part-time throughout the leave. Parties agree that there is no minimum number of hours to be worked per pay period.

Employees will continue to receive the health insurance benefits and their current rate of pay when they work on a part-time basis per the current collective bargaining agreement. Employees are responsible for the twenty percent (20%) cost share for medical premiums, union dues, as well as any other voluntary deductions the employee may have selected during open enrollment. If employees do not earn enough to cover the cost of said deductions, they will be invoiced by the City.

- E. Employees are not eligible for bereavement leave, education bonus, holiday pay, or SOD days during leave.
- F. Seniority will continue to accrue during an approved leave.
- G. Family Medical Leave (FMLA): Employee may apply for Family Medical Leave per the provisions of the Family Medical Leave Act. An employee may use sick and vacation time.

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

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

9.5: Family Medical Leave:

- A. Whenever an employee shall become pregnant, the employee 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 parent will be granted a leave of absence under the Family Medical Leave Act.

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

ARTICLE 10 - PHYSICAL EXAMINATIONS

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

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

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

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

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

ARTICLE 11 - DEFINED CONTRIBUTION

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

ARTICLE 12 - PAID FOR TIME- LUNCH TIME

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

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

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

12.3: Employees shall be allowed one-half (1/2) hour lunch period during the eight (8) hour shift. Said lunch period shall be paid for by the City. Further, employees shall be allowed two (2) fifteen (15) minute rest periods within an eight (8) hour shift.

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

12.4: Overtime pay shall be paid for all work in excess of eight (8) hours worked on a regularly scheduled workday or workdays under the present work schedule. Such overtime shall be paid at the rate of time and one-half the employee's regular rate of straight-time pay, which, for the purposes of this Agreement, shall be deemed to be the annual salary of such employee as set forth in this Agreement, divided by two thousand, eighty (2,080) hours.

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

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

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

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

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

12.7: Shift Premium.

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

ARTICLE -13 - PAY PERIOD

13.1: The City will pay employees on a bi-weekly basis with every other Thursday being the designated payday. In the event Thursday shall be a holiday, payday shall be the preceding day.

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

13.3: Management's right to change the pay periods. With a minimum of thirty (30) calendar days written notification, the City at its sole discretion, has the right to change the payroll schedule from every week to either every-other-week or twice-per-month. Further, with a minimum of thirty (30) calendar days notification, the City at its sole discretion has the right to change the payday from Thursday to whatever day of the week it deems feasible.

ARTICLE 14 - EMPLOYEE INJURIES

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

14.2: If an employee is completely disabled from an on-the-job injury and cannot perform any departmental duties, applicable worker's compensation benefits will continue in accordance with state law.

ARTICLE 15 - VACATIONS

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

15.2: Members shall receive one hundred twenty (120) hours vacation with pay after one (1) year; one hundred sixty-eight (168) hours vacation with pay after two (2) years at the start of each calendar year. Members must have worked one thousand (1,000) hours in the previous calendar year to be eligible for the next year vacation allotment. Hours worked shall include union business, vacation hours, holidays, compensatory hours and compensable injury hours.

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

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

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

15.5: Unused vacation hours as of December 31st each year shall be paid at 100% the first pay period in February. Vacation hours may not be banked.

ARTICLE 16 - SICK LEAVE

16.1: Accumulating Sick Time

- A. A sick leave account will be established for each employee. Sick banks will accrue at the employee's current rate of pay as provided in this Article. Employees who have sick leave hours accumulated shall not be disciplined for the proper use of sick leave.
- B. Members will receive ninety-six (96) hours sick leave credit per year at the start of each calendar year.
- C. Sick hours may be carried over from year to year and shall not be forfeited if not used in the calendar year they were credited.
- D. Sick days taken will be paid at the current rate of pay and deducted from member's credit balance. Members shall be permitted to charge sick time in increments of two (2) hours.
- E. Upon member's termination, a maximum of fifty (50%) percent of all unused time accumulated in the sick leave account shall be paid.

16.2: Using Sick Leave

- A. An employee must use sick and vacation hours, except seven (7) vacation days, while on an approved sick leave for illness or injuries not occurring on duty.
 - (1) The employee shall, to the extent possible, inform a supervisor or the Chief of Police far enough in advance of his/her scheduled shift to enlist a replacement.
 - (2) Management reserves the right, in those cases where a pattern of sick time abuse is evident, to first require the employee to appear for a warning/counseling session and secondly, in those cases involving the use of more than five (5) days where a pattern exists, management reserves the right to require the employee to be examined by a physician.
 - (3) A doctor's certificate is required to be submitted to the Chief of Police for extended illnesses exceeding four (4) scheduled days if employee works eight (8) hours a day or three (3) scheduled days if employee works twelve (12) hours a day.
- B. An employee, subject to the approval of the Chief of Police, shall be charged sick leave days for immediate family illnesses or injuries on an emergency basis where the welfare of the spouse or children is involved if the employee is not on an approved Family Medical Leave under the Family Medical Leave Act.

- (1) Approval may be granted by the employee's supervisor until his/her supervisor, or the Chief of Police can be contacted.

16.3: Personal Leave Hours. Employees will be allowed up to thirty-six hours personal leave per year to be charged against their sick bank provided they maintain a minimum of twenty four hours in their sick bank. These days will be deducted from the account balance at the employee's current wage rate. Personal time shall be charged in increments of two (2) hours. The employee must request and be granted approval by his or her supervisor at least twenty-four (24) hours in advance of the day requested. Personal leave days will not be taken the day before or the day after the day given off as a holiday unless a written request stating the reason in made and prior approval is obtained.

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

16.5: When a member receives his/her last check for illness or non-duty disability, he/she will be placed on leave without pay or other benefits as provided in this Agreement, for a period not to exceed two (2) years. If, at the end of that time, said member is still unable to return to work, his/her employment shall be terminated in accordance with existing policies, rules, regulations, statutes, and ordinances.

ARTICLE 17 - BEREAVEMENT LEAVE

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

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

ARTICLE 18 - HOLIDAYS

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

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

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

18.4: 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.

18.5: 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 19 - INSURANCE

19.1: Life/Accident. The Municipality agrees to pay the premium cost on a life insurance plan of twenty thousand (\$20,000) dollars for each member, with and additional twenty thousand (\$20,000) to equal forty thousand (\$40,000) dollars for accidental death. The City agrees to furnish for each employee a sickness and accident insurance benefit of one hundred (\$100) dollars weekly for a maximum of twenty-six (26) weeks. The City shall pay the sick and accident benefit as described in this Section for employees who have been found disabled and their Workers' Compensation claim in under dispute. It is understood the employee will reimburse the City all amounts received through this benefit if it is determined that Workers' Compensation benefits are applicable. This provision shall not apply to probationary employees. Said benefit shall commence the first day following an accident or the eighth day following the onset of an illness.

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

19.2: Medical. Employees hired before July 1, 2002, shall be provided with the Community Blue PPO Option 1 Basic Plan with the PCM \$500 Rider, which provides for \$500 per member, per year for preventative services; the Office Visit \$40 Rider; and the CBCMT \$40 Rider, which provides for \$40 co-payment for chiropractic services. The employee will have the option of enrolling in the Health Alliance Plan or Blue Care Network in lieu of Community Blue PPO. Employees hired on or after July 1, 2002, shall have the option of Blue Care Network or Health Alliance Plan. All three plans will provide prescription drug coverage with \$10 Generic/ \$40 Preferred-Brand/ \$80 Non-Preferred Brand co-pays. The above plans will cover the employee, his/her spouse and their dependent children as defined by the plan according to Federal and/or State law—Adult disabled dependents shall continue to be covered provided they meet all of the requirements of the Plan.

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

- A. Medical Premium Co-Payment. Employees shall have deducted from their weekly wages a medical premium contribution in the amount of twenty percent (20%) of the City's illustrative cost for the plan selected;

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

If the employee's spouse is employed by the City, they and their family will only be eligible to be covered on one of the City's health insurance policies. Whichever of the two is enrolled as the primary subscriber will be subject to the language regarding health insurance which is set forth in the collective bargaining agreement of the subscriber.

Employees who are not covered under the City's health insurance program shall be exempted from the co-payment for medical premiums. This exemption shall be in addition to the "payment in lieu of health insurance" provision provided in Section 20.2 B. The employee, who elects to opt out of the City's medical insurance program, will not be entitled to re-enroll in the program until the next annual open enrollment period, except in the event that the employee has outside coverage that has been discontinued or terminated. The co-payment for medical premiums will begin immediately upon the reinstatement of the employee's medical insurance.

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

Single Person Policy = \$150

Two Person Policy = \$300

Family Policy = \$400

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

19.3: Payment in Retirement of Medical Insurance. Employees who retire on or after ratification of the contract, shall be obligated to pay a medical premium contribution in the amount of twenty percent (20%) of the City's illustrative costs for the plan selected capped at an annual maximum of four thousand five hundred dollars (\$4,500).

- A. The Health Plan in which the retiree may participate shall be the same plan as active employees are provided. The plan will change from time to time as negotiated with active employees. Only the employee, the existing spouse, and the dependents on record at the time of retirement will be covered under the retiree healthcare plan.

- B. To be eligible for retiree hospitalization-medical benefits an employee must have completed twenty-five (25) years of service and attained the age of 55 years old.
- C. The retiree will be removed from the City's hospitalization- medical benefits upon becoming eligible for Medicare.
- D. If an active employee or retiree's spouse is employed by the City or retired from the City, only one of them will be eligible for medical coverage.
- E. Payment by the retiree for said programs shall be accomplished by direct payment from the retiree to the City on or before the first of each month in advance or before any other date of each month which may be designated by the carrier.
- F. Failure by the retiree to make full and complete payment within ten (10) days after the final request for payment is sent by the City shall result in the retiree being dropped from the medical hospitalization coverage effective immediately. It is the responsibility of the retiree to ensure that the City is notified of his/her current address at all times. If there is a change in rates by the medical hospitalization insurance carrier, the City shall notify the retiree of said rate change and any adjustments necessary shall be made on the following monthly payment.
- G. Employees hired after July 1, 2014 shall not be entitled to other post-employment benefits, including medical/hospitalization, prescription coverage, optical, or dental coverage. Instead, those employees shall have access to a MERS Healthcare Savings Program. Effective January 1, 2019 and each year thereafter during an employee's employment with the City, the City shall make a two (2%) percent contribution of an employee's base wage per year, with the employee having to match that with a two (2%) percent contribution per year, to be deposited into a MERS Healthcare Savings Program. All contributions will be subject to IRS guidelines and MERS plan provisions established for the MERS Healthcare Savings Program.

19.4: Dental. Dental coverage shall be provided for the employee, the employee's spouse, and dependent children, as defined by the plan according to Federal and/or State law. Adult disabled dependents shall continue to be covered provided they meet all of the requirements of the Plan.

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

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

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

Class III, prosthodontics, eighty (80%) percent;
(Maximum payment per person, per year for Class I, II and III benefits shall be one thousand (\$1,000) dollars.)

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

19.5: Optical. The City shall provide optical coverage for the employee, the employee's spouse, and dependent children, as defined by the plan according to Federal and/or State law. Adult disabled dependents shall continue to be covered provided they meet all of the requirements of the Plan. The plan in general provides for an optometric refraction and glasses, if needed, or fifty (\$50.00) dollars towards contact lenses once every two (2) years for each eligible member. The plan details the types of frames and lenses available.

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

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

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

If the City decides to change carriers, it will provide the union with a minimum of 60 days' notice and agree to meet and confer and discuss any contemplated changes. "Equivalent coverage" is subject to the grievance procedure.

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

ARTICLE 20 - RECREATION CENTER MEMBERSHIP SPORTSPLEX ICE-SKATING PRIVILEGES

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

ARTICLE 21 - COURT TIME

21.1: Court or Legal Proceedings Within the City. Employees who are off duty and required to appear in the 23rd District Court or other legal proceedings within the City, will be paid on the basis of actual time spent or a minimum of four (4) hours pay at their straight time hourly rate or four (4) hours compensatory time.

- A. In the event the employee must appear twice in one day for court, once in the A.M and again in the P.M. he/she will be allowed an added four (4) hours for the second appearance, subject to the approval of the Chief of Police.
- B. Employees required to sign complaints at courts or prosecutors' offices within the City will be compensated for two (2) hours at the employee's current hourly straight time rate of pay.
- C. If the employee fails to appear as set forth above, he/she shall forfeit an equal number of hours of compensatory time. Absence due to certified sick time shall be a valid excuse and no penalty shall apply.

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

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

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

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

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

21.6: In the event an employee is required by summons to serve as a juror in any court or legal proceedings, he/she shall be considered as working his/her normal tour of duty without loss of pay, leave time, or vacation. The intent of this Section is that no employee shall suffer a loss of pay as the result of serving as a juror. In no event shall an employee be compensated beyond their normal day's wages as the result of serving on a non-scheduled workday.

ARTICLE 22 - SALARY SCHEDULE

22.1: Effective July 26, 2021:

Start	\$17.00 /Hourly
12 Months	\$19.00 /Hourly
24 Months	\$21.00 /Hourly
36 Months	\$23.00 /Hourly
60 months	70% of CPL/Detective

A one-time signing bonus of \$100 will be paid to each member of the Union in the first full pay period following full ratification of the CBA (July 26, 2021). This bonus does not impact hourly wages and has no impact on other benefits, including, but not limited to pension benefits.

Effective July 1, 2021	No (0%) across the board increase
Effective July 1, 2022	No (0%) across the board increase
Effective July 1, 2023	No (0%) across the board increase

ARTICLE 23 - UNIFORM AND EQUIPMENT ALLOWANCE

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

ARTICLE 24 - TRADING OF ASSIGNMENTS

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

ARTICLE 25 - SAFETY, TRAINING TIME AND EDUCATION

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

Employees attending these meetings will suffer no diminution in pay.

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

- A. No employee shall be required to drive a City owned vehicle which is declared unsafe by the shift command officer or the Safety Committee of the City. The Safety Committee shall consist of members of the City administration and members of all employee units of the City of Taylor.

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

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

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

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

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

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

Associates Degree	\$200.00
Bachelor Degree	\$400.00
Master's Degree	\$800.00

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

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

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

ARTICLE 26 - NON-PARITY

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

ARTICLE 27 - DISTRIBUTION OF CONTRACT AND OTHER DOCUMENTS

27.1: 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.

27.2: The Collective Bargaining Agreement will be provided by the Municipality to the Association within a reasonable time after signing. The cost of printing said Agreement shall be absorbed by the Municipality. The Association is to receive ten (10) copies

ARTICLE 28 - EMPLOYEES' BILL OF RIGHTS

28.1: 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.

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

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

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

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

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

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

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

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

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

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

ARTICLE 29 - MISCELLANEOUS

29.1:

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

ARTICLE 30 - ASSOCIATION RIGHTS

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

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

30.3: 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 31 - DISCIPLINARY PROCEDURES

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

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

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

ARTICLE 32 - ILLEGAL SUBSTANCE ABUSE/DRUG TESTING

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

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

32.3: Drug Testing/Procedure for Random Selection Process:

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

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

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

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

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

A portion of the sample is poured into a testing vial for the initial immunoassay screen. Other chemical tests are performed to determine if the sample has been adulterated. The original sample is stored in a locked refrigerator in a secure room. If the initial immunoassay screen is negative and the sample has not been adulterated, the specimen is reported as no drugs detected or negative. If the initial immunoassay screen is positive for one or more drugs, the original sample is removed from the locked refrigerator and retested by the more specific gas chromatography/mass spectrometry (GC/MS) confirmation technique. The original sample is then stored in a locked freezer in a secure room for one (1) year.

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

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

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

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

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

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

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

32.9: Prescription Drugs:

- A. Employees who are obliged to take a prescription drug(s) under “the direction of a licensed medical practitioner shall advise their superior upon reporting to duty that they are under the influence of, or are required to take, prescription drugs or internal medicine that may affect their work performance. When an employee is required to take prescription drugs or other medicine, a physician’s statement may be required indicating whether or not the employee can perform his/her regularly assigned duties.
- B. No prescription drug shall be brought upon the department premises by any person other than the person for whom the drug is prescribed, by a licensed medical practitioner, and shall be used only in the manner, combination, and quantity prescribed.
- C. No employee who complies with (A) and (B) above, with respect to a particular prescription, drug or other medicine, can be disciplined or required to attend employee assistance on account of that particular prescription drug-or other medicine.

ARTICLE 33 - RESIDENCY BONUS

33.1: All employees who live in the City shall receive a bonus payment of \$500 annually in the second pay period of the month of January. The bonus payment shall not count towards base wages and shall have no impact on overtime rates or leave time payouts.

33.2: In order to qualify for this bonus payment, an employee must own and live in a residence in the City limits. In addition, the employee must pay homestead taxes on the residence and considers the residence to be his/her primary residence. The employee shall annually provide the City with three (3) pieces of necessary documentation (i.e. driver's license, electric bill, gas bill) to show they are still living in the residence.

ARTICLE 34 – POTENTIAL LATERAL PUBLIC SERVICE OFFICER TRANSFERS

34.1: Any retired Taylor police officer or any public service officer who currently works in another community located within the State of Michigan, who is in good standing with that community, has all the required public service officer certifications, and is otherwise competent to serve as a public service officer shall be offered the following incentives to join the City of Taylor Police Department:

A lateral transfer candidate shall transfer directly into the established wage scale as set forth in the parties’ current Collective Bargaining based on the number of prior years of experience, as defined in section 2, below. For example, if a lateral transfer has two (2) years of prior public service officer experience, he or she would be offered a starting salary at Year 3 on the CBA’s wage schedule.

34.2: A “year of service,” in terms of qualifying for the benefit as described in section 1, above, shall be defined as a minimum of 2,080 hours worked as a public service officer or Taylor police officer”.

34.3: Any lateral transfer candidate, prior to being hired shall be obligated to successfully complete all currently required pre-employment testing and evaluations oral board interview, background check, as well as a physical examination/drug screen.

34.4: Any lateral transfer who is ultimately hired by the City shall be considered a new hire in terms of either Department or City-wide seniority. Any years of service that a lateral transfer obtained in another community shall not count towards City seniority once a lateral transfer becomes a police service officer with the City.

34.5: Any lateral transfer’s prior years of service in another community shall not count towards eligibility for longevity pay, nor have any impact on offered pension or other retirement benefits. Additionally, lateral transfers shall not be entitled to purchase any prior years of service with another police department.

34.6: Any lateral transfer’s years of service in another community shall not negate the required service time for promotional testing and other related opportunities.

ARTICLE 35 – GENERAL

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

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

ARTICLE 36 - PART-TIME PUBLIC SERVICE OFFICERS

36.1 The City has sole discretion to hire and assign part-time Public Service Officers who are qualified to perform PSO duties, up to 30% of the full-time budgeted positions. The part-time Public Service Officers shall report to the Police Chief and/or patrol shift supervisor. The City shall have sole discretion with regards to hourly wage; however, the part-time PSO shall not receive any fringe benefits, contractual wage increase, step increase or bonuses. In the case of lay-off, part-timers shall be laid off before any full-time employee. Part-time employees shall not have a shift preference.

ARTICLE 37 - DURATION

37.1: This Agreement shall be in effect upon ratification by City Council and shall remain in full force and effect to and including June 30, 2024.

37.2: The parties agree that commencing not later than April 1, 2024, they will undertake negotiations for a new agreement for the succeeding period.

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

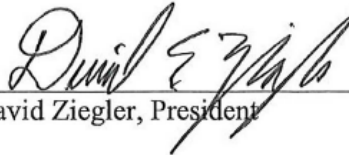
In witness whereof, the parties hereto have executed this Agreement by their duly authorized representatives the 9th day of September, 2021.

CITY OF TAYLOR



Rick Sollars, Mayor

TAYLOR PUBLIC SERVICE OFFICER
LABOR ASSOCIATION



David Ziegler, President



9/9/21
Thomas Funke, Business Agent

CCR # 1.330-21

ORIGINAL