

April 1, 2021 through March 31, 2025
Charter Township of Redford and POAM
Signature Copy

BARGAINING AGREEMENT

BETWEEN

THE TOWNSHIP OF REDFORD

AND

REDFORD TOWNSHIP POLICE OFFICERS ASSOCIATION

EFFECTIVE APRIL 1, 2021 TO MARCH 31, 2025

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ARTICLE I - MEMORANDUM OF AGREEMENT

1.1: THIS AGREEMENT entered into this 26th day of October, 2021, by and between the Township of Redford (hereinafter referred to as the Employer or the Township) and the Police Officers Association of Michigan (hereinafter referred to as the Union) on behalf of the Redford Township Police Officers Association (hereinafter referred to as the Association), whereby the parties agree that this Contract has been agreed to by the respective bargaining committees as the whole and complete working Agreement between the parties subject to the following conditions:

1.2: That the agreed to Contract shall become effective when ratified by the Redford Township Board and the Union.

1.3: The Agreement shall have an effective date commencing upon the date following the expiration of the prior agreement and shall continue in effect until March 31,2025 other than as to wages only which shall remain in full force and effect until March 31,2026.

1.4: In that the Township is interested in having the Contract understood and followed by Management, the Township further agrees to furnish contracts to all Supervision.

1.5: The Union and the Association shall receive copies of all General and Special orders.

ARTICLE II - PURPOSE AND INTENT

2.1: The intent of this Contract is to set forth the terms and conditions of employment, which will promote orderly and peaceful labor relations for the mutual interest of Redford Township, its citizens and its employees and the Union.

2.2: The parties hereto acknowledge the responsibility of Redford Township and its Police Department to provide for the safety, protection, and well-being of all the citizens of Redford Township and others who may be within the Township limits. Both the Township and the Union recognize that the primary obligation of the Police Department is to serve the citizens of the Township. Furthermore, the parties agree that effective law enforcement activities depend upon personnel who give the best service under good employment conditions, which conditions include but are not limited to rates of pay, hours of employment, etc.

ARTICLE III - DEFINITIONS

3.1: “ADMINISTRATIVE COMMITTEE” shall mean the Township Supervisor, Clerk and Treasurer.

3.2: “AGREEMENT, COLLECTIVE BARGAINING AGREEMENT, CONTRACT” shall mean the contractual agreement between the Charter Township of Redford and the POAM that governs wages, hours, working conditions for employees.

3.3: “ASSOCIATION” shall mean the Redford Township Police Officers Association (RTPOA) affiliated with POAM.

- 3.4: “BARGAINING COMMITTEE OR COMMITTEE” shall mean committee elected by the Association in conjunction with the Union.
- 3.5: “CIVIL SERVICE” – Police and Fire Civil Service Commission.
- 3.6: “COMP TIME” shall mean paid time off granted to an employee in lieu of overtime pay. This is also commonly referred to as Chit within the department.
- 3.7: “EMPLOYEE” shall mean all employees of the bargaining unit.
- 3.8: “EMPLOYER” shall mean the Charter Township of Redford.
- 3.9: “EXECUTIVE BOARD” – President, Vice President, Secretary and Treasurer of the RTPOA.
- 3.10: “HE OR SHE” when used shall include both genders.
- 3.11: “MEMBER” shall mean all employees in the bargaining unit.
- 3.12: “PRESIDENT” shall mean president of Redford Township POA.
- 3.13: “SENIORITY MEMBER/EMPLOYEE” shall mean a member who has successfully completed the probationary period.
- 3.14: “STEWARDS” – Representatives elected by RTPOA to represent employees.
- 3.15: “UNION” shall mean the Police Officers Association of Michigan (POAM) whose address is 27056 Joy Rd., Redford, MI 48239.

ARTICLE IV - MANAGEMENT RIGHTS

- 4.1: The Association recognizes the prerogatives of the Department to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.
- 4.2: The Department has the right to schedule overtime work as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and the public safety.
- 4.3: It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.
- 4.4: The Township reserves the right to discipline for just cause and discharge for just cause subject to the provisions of this Agreement.

4.5: The Township reserves the right to layoff personnel for lack of work or funds, subject to Article XIV or for occurrences beyond the control of the Township or when continuation of such work would be wasteful or unproductive.

4.6: The Township shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed subject to the provisions of this Agreement.

4.7: No policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the following authority conferred on Township officials:

- A. The statutory responsibility of the Superintendent as Chief Executive Officer of the Township for enforcing the laws of the State and the Township, passing upon ordinances adopted by the Township Board, recommending an annual budget, or directing the proper performance of all Executive Departments.
- B. The responsibility of the Township Board for the enactment of ordinances, and the appropriation of money.
- C. The responsibility of the Township for determining classification, status and tenure of employees, establishing rules, initiating promotions and disciplinary actions, certifying payrolls subject to the provisions of this Agreement.
- D. The responsibility of Township heads governed by statute provisions, ordinances, and departmental rules and as limited by the provisions of the Agreement:
 - 1. To recruit, transfer, or promote employees to positions within the Department;
 - 2. To suspend, demote, discharge, or take other disciplinary action against employees for just cause;
 - 3. To relieve employees from duties because of lack of work, lack of funds, or for disciplinary reasons;
 - 4. To determine methods, means, and employees necessary for Departmental operations;
 - 5. To control the Departmental budget;
 - 6. To take whatever actions are necessary in emergencies in order to assure the proper functioning of the Department.

4.8: It is agreed by the Department and the Union that the Township is obligated, legally and morally, to provide equality of opportunity, consideration, and treatment of all members of the Department and to establish policies and regulations that will ensure such equality of opportunity, consideration, and treatment of all members employed by the Department in all phases of the employment process. To this end, basic rights and equalities of members are established through the Township, Executive Orders of the Supervisor, Ordinances, and Resolutions of the Township Board, and rules of the Department.

4.9: It is further intended that this Agreement and its supplements shall be an implementation of the statutes and ordinance authority of the Supervisor, the Township Board, and the Department Heads, the rules and regulations promulgated by the Department, and the provisions of Public Act 345 of 1947, as amended.

4.10: No Department Official or agent of the Township shall:

- A. Interfere with, restrain, or coerce employees in the exercise of their right to join or refrain from joining labor organizations.
- B. Initiate, create, dominate, contribute to or interfere with the formation or administration of any employee organization meeting.
- C. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in a labor organization.
- D. Discriminate against an employee because he has given testimony or taken part in any grievance procedures or other negotiations, or conferences as part of the labor organization recognized under the terms of this Agreement; or
- E. Refuse to meet, negotiate, or confer on proper matters with representatives of the Association and the Union as set forth in this Agreement.

ARTICLE V - RECOGNITION

5.1: Pursuant to and in accordance with applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Charter Township of Redford does hereby recognize the Union as the exclusive representative of all members of the bargaining unit which includes police officers, cadets, civilian dispatcher, and jailers, for the purpose of collective bargaining in respect to rates of pay, hours, wages, grievances, and other conditions of employment. Such recognition specifically excludes clerks.

5.2: The Union will represent probationary employees in all matters, except for all disciplinary actions up to and including disciplinary discharge.

ARTICLE VI - AGENCY SHOP

6.1: 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.

6.2: 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.

6.3: 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.

6.4: 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.

6.5: 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.

6.6: 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 VII - UNION DUES AND INITIATION FEE

7.1: The Township will deduct upon receipt of a signed authorization by individual employees so long as said authorization remains in effect, any initiation fee and dues in the amount as certified by the Union and forward the same to the Local Association monthly. Such sums shall be accompanied by a schedule showing for whom deductions have been made.

7.2: The Township shall not be liable to the Union by reason of the requirements of this Agreement for the remittance of payments of any sums other than that constituting actual deduction made from wages earned by employees.

ARTICLE VIII - UNION RESPONSIBILITIES

8.1: The Union as a lawful Union composed of employees in the Township's service having as its primary purpose the improvement of conditions of employment, and recognizing the crucial role of law enforcement in the preservation of the public health, safety, and welfare of a free society, agrees:

8.2: That all services performed by Employees included in this Agreement are performed under State and Local law for and in the public interest and are essential to the public welfare. The Union, its officers and members, separately or collectively, shall neither cause nor counsel its members, or any of them either directly or indirectly to strike, or participate in any interruption to the work, or in any work slowdown or other interference with any of the services of the Charter Township of Redford. The occurrence of any such acts or actions prohibited in this section by the Union shall be deemed a violation of this Agreement.

8.3: In the event of any unauthorized slowdown or work stoppage of any nature, the Union will take immediate steps to bring the work force back to normal. The Union will publish a statement to the members indicating that such activity is unlawful and directing the Employees back to work on a normal basis. The Union shall not be liable, however, for the acts or actions hereinbefore enumerated not caused or authorized directly or indirectly by the Union.

8.4: In any event, whether or not the Union is liable for such acts or actions, any Employee who commits any of the acts prohibited in this section may be subject to discharge or other disciplinary action, as may be applicable to such Employee.

ARTICLE IX - RESIDENCY

9.1: Officers of the Redford Township Police Department shall be permitted to live anywhere outside of the Township so long as said officers are able to report for duty within one (1) hour of telephone contact under normal weather conditions.

ARTICLE X - MAINTENANCE OF CONDITIONS

10.1: Wages, hours, and conditions of employment legally in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement. The Township will make no unilateral reduction in wages, hours, or changes in conditions of employment as provided for in this Agreement during the term of said Agreement, contrary to the provisions herein. No employee shall suffer a reduction in benefits provided herein except as a consequence of the execution of this Agreement.

10.2: If any provisions of this Agreement are in direct conflict with the rules and regulations of the Department, the Agreement provision herein shall be followed.

10.3: The Parties further agree that any action of the Township or its Police Department by ordinance or otherwise, relative to the provisions of this Agreement, shall not alter the specific terms of the Agreement during the life of the Agreement unless such change is negotiated and accepted by mutual agreement of the Parties.

ARTICLE XI - REPRESENTATION

11.1: The Employer shall meet for the purposes of collective bargaining with a committee selected by the Union and to include not more than four (4) members selected by the Local Association. The Union may designate its spokesman at its discretion.

11.2: If negotiations take place during the time a member of the Local Association's bargaining committee would normally be working, he shall be compensated at his regular wage rate for such time.

11.3: During the term of this Agreement, the Association shall inform the Employer in writing of the name of one (1) Steward for each shift. Stewards shall be seniority employees. The Steward of any shift or Executive Board member of the Local Association may represent members in their grievances and be allowed a reasonable time to investigate said grievances subject, however, to the operating needs of the Redford Township Police Department. Such time shall not be unreasonably or arbitrarily withheld. A Local Association representative shall not participate during working hours in any activity regarding the Local Association unless he has been informed that his particular duties on the shift to which he is assigned have been properly covered. Such time shall not be unreasonably or arbitrarily withheld. Under the above conditions of the employee, if such activity is during working hours, the employee shall be compensated at his regular wage rate.

11.4: No overtime will be paid under any conditions to compensate a representative for Union activity except as provided in 11.5 below.

11.5: When Union officers are requested by the Chief of Police to meet with them concerning Union business, outside of their respective duty hours, those Union officers shall be paid as if on duty. This exception shall not be applicable when the Union representative is acting as a Union representative for another employee.

11.6: Whenever a discipline investigation or grievance reaches the level of the Chief of Police, or above, a Union representative may be present, if the Union representative is requested by the employee or the Employer.

11.7: The employee under investigation shall be informed of the nature of the investigation prior to any questioning of the officer.

11.8: Notification within a reasonable time shall be given to the Steward or Union officers after any disciplinary action taken against any member which may result in any official entries being added to his personnel file.

11.9: No member of the bargaining unit shall be requested or required to subject himself to a polygraph examination. A member shall not be subjected to disciplinary action for refusal to submit to a polygraph examination.

11.10: Upon notification and approval of the Union Executive Board member's supervisor, the Union Executive Board member shall have reasonable time off to meet with the Township officials and/or Chief of Police. The Union Executive Board Members (not to exceed four (4) members) shall be allowed to attend the POAM Delegates Meeting one (1) day per year, per Board Member with no accumulation.

11.11: The President of the Union or his designee shall be allowed up to five (5) days off per year for the purpose of attending official POAM business meetings.

ARTICLE XII - MONTHLY MEETINGS

12.1: The Redford Township Police Department and representatives of the Union agree to meet when mutually agreeable, to discuss working conditions, which are general in nature and may affect the entire department. Such issues would be those which would improve the relationship between the parties and to discuss procedures for avoiding future grievances.

ARTICLE XIII - GRIEVANCE PROCEDURE

13.1: A grievance is a dispute concerning the interpretation, application or alleged violation of the provisions of this Agreement.

13.2: To be considered in this procedure, a grievance must be presented in Step 1 within ten (10) calendar days of the alleged grievance or within ten (10) days of knowledge or when he should have had knowledge of said grievance.

The grievant will be made aware of such infractions by hand-delivered notice from a superior. The notice will be briefly explained.

13.3: The parties recognizing that an orderly grievance procedure is necessary, agree that any differences shall be discussed in a friendly and amicable manner and that there shall be an earnest effort on the part of the parties to consider and if at all possible, settle all grievances promptly.

13.4: Every employee shall have the right to present a grievance in accordance with the following procedure.

STEP I Verbal – Highest ranking shift supervisor.

An employee who believes he has a grievance shall, with a steward, discuss the grievance with his highest-ranking shift supervisor in an honest effort to resolve it.

If the matter is not satisfactorily adjusted within five (5) days, the Union shall reduce the grievance to writing and appeal to Step 2 within ten (10) days.

At this time the Union will identify the Contract sections that have allegedly been violated, however the Union reserves the right to amend the identification of Contract Provisions allegedly violated for up to twenty (20) days after appealing to the Civil Service Commission or to arbitration.

STEP II Written - Chief of Police or Deputy Chief or His Designee.

The Chief of Police or Deputy Chief or his designee shall within seven (7) days hold a meeting or conference with the parties to discuss the grievance. The Chief of Police or Deputy Chief shall give a written answer within twelve (12) days of this meeting. When a grievance reaches STEP II, the Grievant has the right to have outside Union representatives at the grievance conference.

STEP III Written

If the grievance is not satisfactorily adjusted the Union may appeal to either the Civil Service Commission or to the Township Superintendent within twenty (20) days.

- A. To the Civil Service Commission.- If the grievance is not adjusted at the Third Step of the Grievance Procedure as to any matter cognizable under the provisions of Act 78, P.A. 1935, as amended, and the grievant believes that he has grounds for appeal, the grievant shall give the Fire and Police Civil Service Commission written notice of his desire for a public hearing pursuant to Act 78.

In the event that it shall be determined by the Civil Service Commission that it lacks jurisdiction to hear the grievance, or does not reach a decision, then the Union may, within ten (10) days of the Civil Service Commission's decision that it lacks jurisdiction or fails to reach a decision, request arbitration of the grievance as is set forth hereinafter. If the Civil Service Commission decides the matter on its merits, there shall be no appeal to arbitration.

- B. To the Township Superintendent.- If the grievance is not adjusted at the third step of the grievance procedure as to any matter cognizable under the provisions of Act 78, P.A. 1935, as amended, and the grievant believes that he has grounds for appeal, the grievant shall give the Township Superintendent written notice of his desire to appeal.

The Township Superintendent shall within fourteen (14) days hold a meeting or conference with the Union to discuss the grievance. The Township Superintendent shall give a written answer within twelve (12) days of this meeting. If the grievance is not satisfactorily adjusted the Union may submit the grievance to Step IV, Arbitration.

STEP IV Arbitration

If the Union believes that the grievance is not settled satisfactorily in Step III or in the event that the Civil Service Commission, after hearing a grievance, decided that it has no jurisdiction to hear the grievance, or does not reach a decision, then the Union may request arbitration by written notice to the Township.

- A. Parties will be bound by the rules and procedures of the American Arbitration Association or the Federal Mediation and Conciliation Service in the selection of an Arbitrator.
- B. The Arbitrator so selected will hear the matter promptly and will issue his decision no later than thirty (30) days from the date of the close of the hearings. The Arbitrator's decision will be in writing and will set forth his findings of facts, reasoning, and conclusions on the issue submitted.
- C. The power of the Arbitrator stems from this Agreement and his function is to interpret and apply this Agreement and to pass upon alleged violations thereof. He shall have no power to add to, subtract from or modify any terms of this Agreement, nor shall he have any power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the Arbitrator shall be final and binding upon the Employer, the Union and the grievant.
- D. The costs for the Arbitrator's services, including his expenses, shall be borne equally by the parties. Each party shall pay for its own expense.

13.5: Throughout this Article, all time limits expressed in days shall mean calendar days.

13.6: If the Union fails to process a grievance within the time limits the grievance is dead.

13.7: If the Township fails to process a grievance within the time limits, the grievance shall automatically be processed to the next step.

13.8: Discharge grievances may be commenced at Step II of the grievance procedure.

13.9: Information as is necessary to resolve the grievance shall be available to both parties upon request, provided that such information relates solely to the grievant or grievants.

13.10: Nothing in the Grievance Procedure shall prevent or hinder the Chief of Police or Deputy Chief, and/or Command Officer to consult with any police officer regarding police activity and/or particular police officer's duties.

13.11: Personal or Confidential information may be excluded at the discretion of the Chief of Police or Deputy Chief.

13.12: The Union may file a grievance, whenever it feels that there exists an event or condition which affects the conditions or circumstances under which an employee works, allegedly caused by a violation of a provision or term of this Agreement.

13.13: The Commission and/or Arbitrator, when considering a contract grievance, shall limit its decision strictly to the interpretation, application or enforcement of this Agreement and they shall be without power and authority to make any decision:

- A. Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement.
- B. Granting any wage increases or decreases.

13.14: The commission and/or Arbitrator shall be without authority to require the employer to delegate, alienate, or relinquish any powers, duties or responsibilities, obligations or discretions which by State Law or State Constitution the employer cannot delegate, alienate or relinquish.

13.15: No settlement at any stage of the grievance procedure, except a Civil Service Commission or Arbitrator's decision, shall be precedent in any future grievance and shall not be admissible in evidence in any future grievance proceeding.

13.16: During the pendency of any proceedings, and until a final determination has been reached, all proceedings shall not be public and any preliminary disposition will not be made public without the agreement of all parties.

13.17: There shall be no reprisals of any kind by administrative personnel taken against the grievant, any party in interest or his Union representative, any member of Grievance Committee, or any other participant in the procedure set forth herein by reason of such participation.

13.18: Time limits between the various steps may be waived and/or extended by mutual written agreement.

ARTICLE XIV - SENIORITY

14.1: Seniority of a new member shall be commenced after the employee has completed 9 months of continuous observable service after the employee enters Phase 5 of the Field Training and Communication Program. This modification shall not alter the one-year STEP wage increase. A member shall forfeit his seniority rights only for the following reasons:

- A. He is laid off and is not returned within two (2) years
- B. He is dismissed and is not reinstated within two (2) years
- C. He is absent without leave for a period of five (5) days or more (exceptions to this may be made by the employer on the grounds of good cause for failure to report)

- D. He retires
- E. He fails to return to work within ten (10) days from the date of a certified mailing of recall notice
- F. He fails to return to work within the time limits of a leave of absence or an extended leave of absence
- G. Voluntary resignation

14.2: A seniority list shall be furnished to the Union by the Township once each six (6) months.

14.3: Seniority shall be determined by the employee's length of service in their classification while in the department. The classifications are: (1) Police Officers; (2) Jailer/Dispatchers. Seniority shall not carry over from one classification to another. Cadets shall have seniority for the purposes of computing longevity and pension, layoffs and vacation.

14.4: Time spent on authorized paid leaves of absence and on duty connected disability shall be computed in determining length of seniority. Employees on unpaid leave shall not accrue seniority while on leave status. Any employee who has used all of his/her sick time available for a leave, shall be deemed to be on an unpaid leave. No benefits shall accrue during the tenure of the unpaid leave, except that health and life insurance shall be paid for the first 30 days of the unpaid leave. After 30 days, the employee may purchase health insurance at the Township's group rate pursuant to the relevant provisions of federal law.

14.5: In the event an employee is separated from the department as a result of disciplinary action and subsequently reinstated to his position, as a result of arbitration, commission or court decisions, his seniority shall be maintained from the original date of hire unless the arbitrator, commission or court orders otherwise.

14.6: A separate seniority list will be established for patrolmen and dispatchers hired after September 1, 2011.

ARTICLE XV - WORK SCHEDULE/12-HOUR SHIFTS

15.1: Employees regularly assigned to the patrol division working in uniform will work shifts which will be selected according to seniority twice yearly on the first pay period of March and the first pay period of September. In addition, shift changes will coincide with the vacation schedules, including summer selection and winter selection.

15.2: Once an employee has made his/her shift selection by seniority, he/she will have the right to remain on that shift for six (6) months, with the exception that the Employer shall retain the right to transfer employees for cause (discipline), personal hardship (with the mutual agreement of

the Union) and manpower needs on a particular shift, the Township shall resolve the manpower needs in the following manner (a) by using volunteers; and (b) by assigning officers to the shift according to department seniority, reassigning the least senior officer first. Employees with less than two (2) years seniority shall be assigned shifts at the discretion of the Employer.

15.3: Employees transferred from a bureau position, by the Employer after the shift selection period, shall have a right to select a shift according to their seniority. Employees who request a transfer from a bureau position, after the shift selection period, shall be assigned a shift by the Employer.

15.4: Members of the Union agree to a 28-day work cycle.

15.5: Operations/Patrol Division shall, at the Employer's discretion, work twelve (12) hour shifts. If the Employer chooses to return to a Forty (40) Hour Work Schedule, then the Employer shall notify the Union in writing of this change. The return to a Forty (40) Hour Work Schedule shall take place three (3) calendar months after the Union has been notified.

15.6: Employees shall be assigned to work a seven out of fourteen-day work schedule. Employees shall be granted converted vacation time as set forth in Article XXIII, Vacations, in compensation for the additional two hours per week worked while on twelve-hour shifts. The schedule as set forth in Article XXIII, Vacations, shall reflect steps which the Employee receives allotted vacation time. The conversion of time in the event of retirement, termination or transfer to a bureau position shall be reversed.

15.7: Shifts shall be from 7 A.M. to 7 P.M. and from 7 P.M. to 7 A.M. Employees shall pick shifts on the basis of seniority. The Employer shall have the right to assign employees to squads.

15.8: Personal Leave Days shall be kept in hours.

15.9: Sick time shall be taken in hours used.

15.10: Holiday pay shall be paid per the bargaining agreement at the rate of 13 eight (8) hour days.

15.11: Training/School on Leave Days - If an employee attends training on a leave day and the training is less than 8 hours, the employee will be paid in chit for the hours that the employee attended training. If an employee assigned to an 8-hour shift attends training on a leave day and the training lasts at least 8 hours, then that employee will receive 8 hours of chit. If an employee assigned to a 12-hour shift attends training on a leave day and the training lasts at least 8 hours, then that employee will receive 12 hours of chit.

15.12: Training/School on Workdays- If the training/school is scheduled for less than eight (8) hours then the employee shall complete the remainder of the shift. If the training/school is scheduled for eight (8) hours or more then it shall be considered the employee's workday. If the training/school is scheduled in between the workdays for a midnight shift employee than the employee shall receive the previous night off as well as the actual scheduled day of the training/school.

15.13: The Employer may assign court days to officers once a month. The court day shall be from 11 A.M. to 11 P.M.

ARTICLE XVI - TRAINING TIME/CADET PROGRAM

16.1: It being in the interests of the public to have a highly efficient and professional police force, employees may be scheduled for training. The time allocation for this training shall be at the discretion of the Chief of Police. The training time if in addition to normal duty hours, shall be paid in money or compensatory time off at the discretion of the Chief of Police provided that all such time shall accumulate from month to month and year to year and if not used, will be paid in cash at the employee's current rate on termination of the employment for any reason. No payment shall be made for less than two (2) hours at the rate aforesaid.

16.2: The parties agree to meet and negotiate the terms and conditions of a cadet program, including contract language which shall be incorporated into the collective bargaining agreement.

ARTICLE XVII - OVERTIME

17.1: Each employee required to work beyond his regular shift shall be paid overtime pay at one and one-half (1 ½) times his normal pay. (See Section 17.6 of this Article for overtime computation rates.)

17.2: Each employee called back from off duty shall receive a call-in-pay in the minimum amount of two (2) hours at the rate of time-and-one-half (1 ½), overtime pay.

17.3: Any employee called back from off duty for a Court appearance, with Circuit Court or District Court, or for an appearance at the Secretary of State or any other proceeding, shall be paid at the rate of one and one-half (1 ½) times his regular rate with a minimum of two (2) hours.

17.4: Any employee required to be on stand-by for court shall be paid at the rate of two (2) hours regular pay for A.M. session, and two (2) hours regular pay for P.M. session. The A.M. session ends at 12:30 p.m. Patrolmen on stand-by for bureau assignment shall be paid two (2) hours of regular pay for every eight (8) hours of stand-by time.

17.5: All extra duty, including emergencies and special details and events will be filled in the following manner:

By a ratio of three (3) reserves to one (1) uniform regular in the following: uniform regular, reserve, reserve, reserve, uniform regular, reserve, reserve, reserve.

Effective April 1, 1986, the ratio of six (6) reserves to one (1) uniform regular may be utilized during the Christmas holiday period. November 15 through December 25, for shopping center details only.

17.6: Overtime Computation Rates:

1 – 5 minutes	0
6 – 15 minutes	15 minutes
16 – 30 minutes	30 minutes
31 – 45 minutes	45 minutes
46 – 60 minutes	1 hour

17.7: It is expressly understood and agreed by and between the parties that the Township of Redford will attempt, consistent with the requirements of the Department and public safety to equalize overtime to the extent that is possible. Court time will not be included in the equalization of overtime.

17.8: All dispatcher overtime will be offered to full-time dispatchers, then part-time dispatchers, and finally to police officers, in that order. However, if manpower is available on a shift, a police officer may be used as a dispatcher only when this situation does not generate overtime.

Overtime created by scheduled vacations may be offered to part-time dispatchers first. If a part-time dispatcher is used to fill a vacancy created by a scheduled vacation, that dispatcher may work a maximum of forty (40) hours per week while filling the vacancy.

17.9: Overtime for dispatchers will be paid at one and one-half (1 ½) times the normal rate for all hours worked over eighty (80) hours in a pay period.

17.10: Any employee required to work overtime, including court time, contiguous to his/her regular tour of duty, either prior to or after his/her tour of duty, shall be paid at the rate of time and one-half (1 ½) for the overtime he/she has worked.

Assignments that start within one-half hour either prior to or after his/her tour of duty shall be considered contiguous to his/her regular tour of duty.

The minimum call back provisions of this agreement shall not apply to contiguous overtime assignments.

17.11: Compensatory time (comp time) off may be taken in lieu of wages for overtime worked. An employee may accrue up to one hundred and eighty (180) hours of comp time per year at the rate of one and one half (1-1/2) times the actual time worked. Comp time may be used in one (1) hour increments. Comp time will be used like personal leave time for scheduling purposes. If compensatory time cannot be used, it will be paid off on or before March 31 of each year at straight time.

The use of comp time shall not result in overtime unless prior written approval from the Department's Administration is obtained.

ARTICLE XVIII - TRAINING INCENTIVE

18.1: Current full-time Employees who are radar and/or breathalyzer certified shall receive a 1% annual lump sum incentive bonus based on the employee's current base annual wage (per Appendix A – Wage Scale) for acquiring and maintaining proficiency in these specialties. Such pay will be paid as part of the first pay in February.

18.2: Police officers and dispatchers who are instructors in a specialty as determined by the Administration, including but not limited to FTO, CTO, and cross-trained officers/dispatchers, shall receive a 2% incentive bonus based on the employee's current base wage (per Appendix A – Wage Scale) for acquiring and maintaining instructional proficiency in these specialties. In no case shall certification in the specialties listed in sections 18.1 and this section result in more than 3% in incentive bonuses.

18.3: Employee's hourly overtime rate shall be increased to receive the value of the bonus at the time the member receives his/her certification for the covered bonus specialties.

18.4: The Employer shall make training available to all seniority employees or schedule all employees for radar and/or breathalyzer training to ensure that all seniority employees shall be eligible for the 1% incentive bonus. All employees wishing training for the incentive bonus related skills, must request such training each year.

18.5: Employer agrees to accommodate employees in maintaining all of the above-stated certifications. It is the responsibility of the employee to notify the designated training officer that his/her certification will need to be re-certified. This notification must be done by January 1, of the same year of expiration.

ARTICLE XIX - SICK LEAVE

19.1: The Township and its employees shall comply with the Family Medical Leave Act (FMLA) and the applicable regulations. Family Leave Act Policy Guidelines as adopted by the Township and subsequent amendments thereto are hereby incorporated by reference as an addendum to the contract.

19.2: A. All full-time employees shall accumulate sick leave at a rate of eight (8) hours or twelve (12) hours, depending on a particular work schedule for each completed month of service. Employees hired on or after September 1, 2011, shall accumulate sick leave at a rate of 6.66 hours (for eight (8) hour employees) or 9.90 (for twelve (12) hour employees) for each completed month of service. One hundred (100%) percent of the accumulated sick leave, up to a maximum of eight hundred (800) hours will be paid in cash to the employee at the employee's current rate in the event of termination of employment, retirement, duty disability, or in the case of

death, to the employee's beneficiary or estate. An employee on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement. An employee who terminates employment for any reason with less than five (5) full years of service shall not receive compensation for accumulated sick time.

- B. A non-probationary employee who exhausts all available sick leave and has been off work for at least 240 working hours due to non-work related illness or injury shall be compensated at eighty percent (80%) of their base rate. This compensation shall start from the later of the first workday after the employee exhausts his/her final sick day or 42 calendar days from when the disability began for a period not to exceed 168 calendar days. During this period the employee will continue to be carried on the employers medical insurance. The employee will accrue and retain seniority rights but no other benefits will accrue. At the end of the 168 calendar days, the employee will be considered to be on unpaid leave wherein no benefits will accrue. Upon expiration of the disability insurance and the employee does not return to work, the employee may purchase group health insurance, provided the service fee is paid as allowed by C.O.B.R.A.
- C. As available, sick leave will run concurrently with Family Medical Leave when either party invokes Family Medical Leave.

19.3: Where there is a serious illness in the immediate family of the member, he/she shall be allowed to use up the maximum of seven (7) days sick leave; however, this shall be allowed only at the discretion of the Chief of Police or Deputy Chief, provided that such sick leave shall not be unreasonably withheld.

19.4: If during a full completed year ending March 31st, the officer uses zero (0) to four (4) sick days, the officer shall receive three (3) bonus vacation days, provided personal business days may not be used for sick days and if an officer so uses any personal business days as a sick day, he shall forfeit his rights to any of the additional vacation days provided hereunder for the year involved.

19.5: Regular part-time employees shall receive twelve (12) hours sick leave per year.

19.6: The Township, upon reasonable notice, has the right to reopen this article for further negotiation relevant to alternative disability plans.

ARTICLE XX - BEREAVEMENT LEAVE

20.1: If a death occurs, an employee will be allowed to use sick, vacation, or personal time for bereavement purposes up to forty (40) hours from the date of death, to attend the funeral. Use of sick, vacation, or personal time will not be unreasonably denied for bereavement use. Time in excess of forty (40) hours may be requested subject to the department head's approval. Denial may be appealed to the Administrative Committee. Use of sick time for bereavement (for up to forty (40) hours only) will not be used against the employee with regard to doctor's approvals or bonus vacation days (Section 19.3).

ARTICLE XXI - PERSONAL LEAVE DAYS

21.1: Police officers, cadets and full-time dispatchers shall be entitled to take personal leave days in accordance with the following schedule:

Upon One Year Anniversary Date	1 day/Year
Upon Two Years Anniversary Date	2 days/Year
Upon Three Years Anniversary Date	3 days/Year
Upon Four Years Anniversary Date and Thereafter	4 days/Year

For 8-hour employees, one (1) day is 8 hours and for 12-hour employees, one (1) day is 12 hours.

21.2: Part-time employees shall receive eight (8) hours personal leave each year.

21.3 Personal leave time shall not result in overtime, unless prior written permission is obtained from the Department's Administration.

ARTICLE XXII - HOLIDAY PAY

22.1: Each full-time employee shall be paid for thirteen (13) holidays each year of this Agreement. Payment will be made for holiday pay on or before the first payday in December, of each year. Employees shall be entitled to pay for the following holidays:

- A. New Year's Day
- B. Martin Luther King, Jr.'s Birthday
- C. Washington's Birthday (Observed)
- D. Lincoln's Birthday
- E. Easter
- F. Memorial Day
- G. Fourth of July
- H. Labor Day
- I. Veteran's Day
- J. Thanksgiving Day
- K. Christmas Eve
- L. Christmas Day
- M. Employee's Birthday

22.2: Full-time dispatchers shall receive eight (8) hours holiday pay for each of the above listed holidays. However, if the employee is scheduled to work on a holiday they shall not receive holiday pay for that day but shall be paid at two times their base pay rate for all hours worked on the holiday.

22.3: Part-time employees shall receive four (4) hours holiday pay for each of the above listed holidays. However, if the employee is scheduled to work on a holiday they shall not receive holiday pay for that day but shall be paid at two times their base pay rate for all hours worked on the holiday.

22.4 Employees hired on or after September 1, 2011, shall not be entitled to holiday pay. However, if those employees work the following holidays, they shall be paid one and one half (1-1/2) times the regular rate for hours worked during a particular holiday:

- A. New Year's Day
- B. Martin Luther King, Jr.'s Birthday
- C. Easter
- D. Memorial Day
- E. Fourth of July
- F. Labor Day
- G. Thanksgiving Day
- H. Christmas Eve
- I. Christmas Day
- J. New Year's Eve

ARTICLE XXIII - VACATION DAYS

23.1: Each police officer shall be entitled to the following vacation annually:

After 1 – 2 years' service:	80 hours
3 years' service:	120 hours
4 – 5 years' service:	160 hours
6 – 7 years' service:	168 hours
8 – 10 years' service:	176 hours
11 – 15 years' service:	184 hours
16 – 20 years' service:	192 hours
21 – 25 years' service:	200 hours
26 years of service and thereafter	208 hours

All twelve (12) hour shift employees will be provided an additional 104 hours of vacation time per year or a proration of 104 hours for the time an employee works on 12-hour shifts.

Full time dispatchers and cadets shall be entitled to the following vacation annually:

1 – 4 years' service:	96 hours
5 – 9 years' service:	128 hours
10 – 14 years' service:	152 hours
15+ years' service:	208 hours

Part-time employees shall receive twelve (12) hours vacation per year. Vacation hours may not be carried over from one calendar year to another.

23.2: Employee service will be computed on employee's anniversary date. The right to schedule vacations is retained by the Chief of Police or Deputy Chief but the responsibility of using accrued vacation time is on the individual employee.

23.3: The selection of vacation time will be done by departmental seniority, either in the shift or bureau. Dispatchers shall select vacation days collectively with police officers. The most senior employee will be given first preference for a first choice of consecutive vacation, with a maximum of eighty-four (84) hours vacation, excluding leave days which may be tacked onto vacation days. The employee has a maximum of one (1) calendar week to make his selection. After the employee makes his selection, or at the end of one (1) calendar week, the next employee has his choice under the procedure set forth.

23.4: After all employees have had an opportunity to make their first selection, the same procedure will be implemented on making second selections, except that there will be no limit on the amount of vacation days of the second pick and no requirement that the days be consecutive. Thereafter, any request for vacation days shall be honored so long as no more than two (2) employees, on any one shift or bureau, can be on vacation at any one time. More employees may be allowed off at the discretion of the Department's Administration.

23.5: In cases of an emergency or reduction in staff, these minimums may be changed.

23.6: Each employee with five (5) years or more of service shall be entitled to accumulate and carry over into the following year up to two hundred forty (240) vacation hours and shall be entitled to take such vacation except in case of actual emergency. If an employee with less than five (5) years of service does not take his vacation by the hire/anniversary date of the following calendar year, that accrued vacation will be forfeited. In the case of an employee with over five (5) years of service, he shall forfeit all hours over two hundred forty (240) hours if not used by the hire/anniversary date of the following calendar year.

23.7: The summer vacation period is from the first pay period that begins on or after March 1 to the last pay period of August. The winter vacation period is from the first pay period in September to the last pay period in February. See also, Section 15.1 of this Agreement.

23.8: Selection of an employee's summer vacation will begin March 1 of each year with the senior employee's selection first and all others by seniority in rotation. Selection of an employee's winter vacation will begin September 1 of each year with the senior employee selecting first and all others by seniority in rotation.

ARTICLE XXIV - PAYMENT FOR DUTY CONNECTED INJURY

24.1: In the event any employee is injured in the performance of his duty as a Redford Township Police Officer, whether during scheduled hours or otherwise, he shall receive the difference between his full pay and his Worker's Compensation for the period of his disability not to exceed two (2) years. Thereafter he shall receive Worker's Compensation for the length of his injury, if

eligible, under the Worker's Compensation Statute. Employee shall not lose sick time for a duty-connected injury or illness so long as the employee qualifies for workers compensation.

ARTICLE XXV - UNEMPLOYMENT COMPENSATION

25.1: Any member who is laid off for lack of work or funds shall receive the benefits under the rules, regulations and statutory requirements as if the Michigan Unemployment Compensation Act, being MSA 17.501, et seq., as amended, applied.

ARTICLE XXVI - GUN MAINTENANCE ALLOWANCE

26.1: A yearly gun maintenance allowance of one thousand (\$1,000.00) dollars will be paid to each police officer in a lump sum on or before the first payday of July, and every July first pay day thereafter, but not until the officer has completed one (1) year of service. Gun allowance shall be retroactive to April 1, 2021.

ARTICLE XXVII - UNIFORM ALLOWANCE

27.1: Each officer of the Redford Township Police Department shall receive the sum of one thousand (\$1,000.00) dollars per year for the maintenance or replacement of worn or damaged uniforms. Such sum will be paid no later than the first payday in April. No payment will be made to employees with less than one (1) year service. Uniform allowance for patrol officers shall be retroactive to April 1, 2021.

27.2: Dispatchers shall also receive a uniform care and maintenance allowance of three hundred dollars (\$300.00). Such sum will be paid no later than the first pay day in April, annually. Uniform allowance for dispatchers shall be retroactive to April 1, 2021.

27.3: The Township shall provide each new employee at the expense of the Township, with uniforms and equipment as detailed hereunder. However, an employee who does not remain employed for more than one (1) year service shall return all issued equipment.

- A. (3) Uniform Trousers per Uniform Standard Policy
- B. (3) Long sleeve shirts per Uniform Standard Policy
- C. (5) Short sleeve shirts per Uniform Standard Policy
- D. (1) Jacket per Uniform Standard Policy
- E. (1) pair black combat type boots per Uniform Standard Policy
- F. (1) Black/High-visibility reversible raincoat
- G. (1) Complete set of "leather" gear (may be nylon) including:

1. Holster
 2. Magazine Pouch
 3. Handcuff case
 4. Flashlight holder
 5. Garrison and Sam Brown Belts
 6. Matching belt keepers
 7. Prep Holder
 8. Freeze Holder
 9. Baton Holder
- H. (1) Name plate
- I. (1) Pershing hat and (1) winter hat per Uniform Standard Policy
- J. Shoulder patches for jacket and shirts
- K. Tie and tie bar

Each full or part-time dispatcher shall receive from the Township, at the Township's expense, the below listed uniforms and equipment:

- A. (2) Uniform Trousers per Uniform Standard Policy
- B. (2) Long sleeve shirts per Uniform Standard Policy (includes embroidery)
- C. (2) Short sleeve shirts per Uniform Standard Policy(includes embroidery)
- D. (1) Basket weave Garrison Belt (may be nylon) with matching handcuff case
- E. (1) pair black combat type boot or military style shoes per Uniform Standard Policy
- F. (1) Pullover per Uniform Standard Policy
- G. Patches on shirts and pullover
- H. Dispatcher rocker over left pocket
- I. Prep Holder

The Township will provide above listed uniforms for dispatchers prior to the employee entering the “Shadow Phase” of the training program. The Township will replace the above supplied uniforms on an as needed basis when uniforms are returned and approved for replacement.

27.4 All officers shall purchase and maintain a Class A Uniform as defined in the Department’s Uniform Policy within six (6) months after completing probation or after receiving their first uniform allowance, whichever is later.

ARTICLE XXVIII - ACADEMY REIMBURSEMENT

28.1 Any entry level (not transfer) police officer hired on or after April 1, 2021, who successfully completes probation with the Redford Township Police Department, shall be entitled to reimbursement of \$3,000 in tuition costs for attendance at the police academy.

28.2 The reimbursement payments shall be paid as follows:

- A. \$1,500 paid in the first full pay period following successful completion of probation.
- B. \$1,500 paid in the first full pay period following the first anniversary of the successful completion of probation.
- C. The reimbursement payments shall be subject to regular tax withholdings.

ARTICLE XXIX - LONGEVITY

29.1: Upon completion of five (5) years of service, each employee shall receive, annually, the sum of Six Hundred Twenty-Five (\$625.00) Dollars representing longevity pay, which shall be considered an inducement to remain in the employ of the Township. For each succeeding year of service, an employee shall receive an additional One Hundred Sixty-five (\$165.00) Dollars per year in longevity pay. Longevity shall be paid to the employee on or before the first payday of September of the contract year.

29.2: Employees hired on or after April 1, 2017 will not be eligible for longevity payments.

ARTICLE XXX - INSURANCE

30.1: Life: Each full-time employee shall receive life insurance in the amount of fifty thousand (\$50,000.00) Dollars with double indemnity to active employees only.

30.2: Health Insurance: Effective January 1, 2022, the Township shall provide all bargaining unit members, including those in the DROP, the current plan, the BCBSM H.S.A-1400/2800, 100% Coinsurance, \$15/\$30/\$60 RX. The deductible may be modified only as required by IRS rules to permit tax exempt contributions to an HSA plan, insurance program. All members of the bargaining unit shall be obligated to pay 20% of the annual premium, for medical, fees and prescription coverage. The employer's contribution shall be 80%.

Both parties acknowledge that, pursuant to P.A. 152 of 2011 ("the Act") the Township could implement these contributions without agreement by the Union and that by negotiating these terms with the Union the Township is not waiving any rights it might have under the Act in the future.

Effective January 1, 2022, the Township will no longer pay the deductible of each employee's HSA. It will be in each employee's discretion whether to make an HSA contribution up to IRS limits, annually.

Insurance shall begin on the first of the month following 30 days of employment.

30.3: Insurance Opt Out: Employees who opt-out of provided insurance coverage will be paid \$135.00/per pay period for a total of \$3,510.00/annually. In order to qualify for this benefit, employees must present sufficient documentation to demonstrate that they have other available health insurance coverage through a spouse or other legally permitted means. Employees opting out of health insurance coverage shall also be opting out of dental and vision coverage with the Township.

Opting out of healthcare coverage will not preclude an employee from having health care coverage in retirement as long as the employee was eligible to receive coverage. Retiring employees must have been eligible to receive health insurance through the Township for a period of ten years immediately preceding their retirement to be eligible for Township paid health insurance. This does not exempt those employees who were required to pay their own health insurance during a temporary situation (such as leave of absence or sick leave).

30.4: No Double Coverage: It is expressly understood that the Township's obligation to provide health, dental and optical insurance to a bargaining unit member and to their spouse and/or dependents under this agreement may be satisfied through coverage extended to another Township employee inside or outside this bargaining unit. A bargaining unit employee, their spouse or dependents are not eligible for double or any additional coverage under Township sponsored medical, dental or optical medical plans, unless otherwise specifically ordered by a court of competent jurisdiction. Such court order cannot be stipulated or contained within a divorce decree. However, if a bargaining unit member receives medical, dental or optical coverage from another employee either inside or outside of the bargaining unit, either from the Township or another employer, then the bargaining unit employee shall be eligible to receive the Opt Out payment as stated above.

Employees are responsible to timely file all required paperwork and/or forms for open enrollment. If such forms are not timely filed, employee and/or family members may lose health insurance coverage until next enrollment date with the filing of said paperwork.

30.5: Vision and Dental:

The Township shall provide to each current full-time employee, the employee's spouse and the employee's dependents Blue Cross Blue Shield VCA 60 Vision Program as utilized under the current practices, or comparable coverage; Delta Dental or comparable coverage: Class I – preventive care providing 75% coverage; Class II – restorative care; Class III – prosthodontic care providing 50% coverage with an annual maximum of \$2,000.00; and Class IV – orthodontic care providing eligible family members 50% coverage with a lifetime maximum of \$2,000.00.

30.6: Retiree Health Insurance

The Township recognizes that it has been the intent of the Township to provide health insurance to retirees for the retiree and dependents' life, and that when the eligible retiree/dependent reaches Medicare eligibility, the Township will provide supplemental coverage. The Township may change plans and/or modify coverage for retirees; however, benefits shall be substantially similar.

30.7: Employees who retire after September 1, 2011, will be obligated to pay all deductibles and co-pays (office visits, prescriptions and emergency room) in effect on date of retirement.

Employees who retire after September 1, 2011, will pay eight percent (8%) of annual premium or illustrative rate for medical and prescription coverage with an annual cap of one thousand five hundred dollars (\$1,500.00), and one thousand two hundred and fifty dollars (\$1,250.00) for dispatchers.

Whenever retirees of the bargaining unit and their family members become eligible for Medicare, they must subscribe to Medicare parts "A" and "B", which benefits shall be primary and coordinated with the Township provided Medicare supplemental coverage. Medicare part "B" will be at the retiree's expense.

When retirees who are covered under the Township's HSA health care plan reach age 65 before their spouse and dependents, Medicare shall be the retiree's primary coverage and the Township's health care plan shall be supplemental to Medicare. At such time that the retiree's spouse reaches age 65, then the retiree's spouse shall enroll in Medicare which shall become the retiree spouse's primary coverage-and both retiree and spouse will be placed into the Township's post-65 supplemental Plan which will be supplemental to Medicare.

When the retiree's spouse turns 65 prior to the retiree, the spouse shall apply for Medicare and the spouse will be covered under the Township's post-65 supplemental Plan which will be supplemental to the spouse's Medicare coverage and the retiree shall remain on the Township's HSA plan under the terms and conditions in the Agreement on the date of retirement. When the retiree turns 65 and applies for Medicare, then both the retiree and spouse shall be placed into the Township's post-65 supplemental Plan which will be supplemental to Medicare.

Any employee who retires may not add a dependent to their health insurance after they have left the service of the Township.

Employees who were or are in the DROP at the time of ratification of this Agreement by both parties, will, upon final separation from employment at the Township, have the same retiree medical insurance benefits that were in effect and provided to them when they entered the DROP.

Employees hired on or after January 1, 2022 will no longer receive Township provided retiree health insurance. Instead, they will receive a "retiree health savings account (RHSA)" administered through MERS or comparable organization and maintained during the course of their employment with the Township. During the term of this agreement, both the Township and the employee shall each contribute one and one half (1.5%) of annual base wages to this account.

The account balance attributed to the Township contributions will vest upon four (4) years of full-time employment with the Township. Any employee contributions made, as permitted by the Plan, will be immediately vested at 100%.

Annual contributions cease at retirement as defined under the Township's defined benefit pension plan. The account may be used by the employee, their legal spouse, or their qualified dependents to offset the cost of healthcare after the employee retires or separates from service.

30.8: Duty Related Death: In the event of a police officer's death while the officer is on active service, the Township shall pay for the health care coverage of the employee's spouse and dependent children, as defined in Section 29.2, for the first six (6) months following the month of the officer's death. Thereafter, the spouse or dependent children may purchase health care insurance through the Township pursuant to the provisions of federal law.

30.9: Changing Health Care Providers: The parties agree to reopen negotiations at any time during the course of this contract when the Employer desires to present comparable and new health care provisions as a consequence of changing health care providers. Any such reopening of negotiations under this Section shall be limited to negotiations regarding health care provisions only and no changes in the present plan shall be implemented until an agreement is reached.

30.10: In the event an Employee is injured in a motor vehicle accident in the course of his duty, so as to be eligible for personal protection insurance benefits under the Michigan No-Fault Act, MCLA 500.3101 et seq., payable from the Township, the parties agree that any Workers' Compensation benefits and duty disability benefits to which the Employee may be entitled shall be subtracted from the personal protection insurance benefits otherwise payable for the injury.

The intent of this provision is to prevent any party from having to pay duplicate benefits to an Employee arising out of a motor vehicle accident.

ARTICLE XXXI - EDUCATION AND TUITION ASSISTANCE

31.1: The Township being aware of the value of education for employees to further increase the efficiency and performance of the Police Department as a whole encourages employees to obtain additional education when not on duty.

31.2: The Township will pay up to \$750 per semester and maximum of \$2,250 per year toward the tuition for any employee on the satisfactory completion of any accredited course, in an approved school, which is related to law enforcement work or can reasonably be expected to improve the employee's department performance.

An employee shall not receive tuition assistance for more than one (1) degree at each academic level, and in no event shall an employee be provided this benefit for the pursuit of more than two (2) degrees.

31.3: Each employee must receive prior written authorization from the Chief of Police or his designated representative, the Director of Civil Service, the Director of Finance and the Administrative Committee to qualify under this article. Application for education assistance shall be made through the Pre-Approval Form for Tuition Reimbursement.

31.4: Employees receiving tuition assistance under this Article agree to remain employed as a Redford Township employee for five (5) years following the year in which the tuition assistance was granted. Any employee leaving prior to the expiration of five (5) years from the year when the tuition assistance was granted, shall reimburse the Township in full for the costs incurred in providing tuition assistance to that employee. Prior to receiving tuition assistance, an employee will be obligated to sign a form which provides, in part, that if an Employee leaves the employ of the Township prior to the five (5) years from receiving tuition assistance, the Township is authorized to deduct from the employee's final paycheck, the full amount of the tuition provided.

ARTICLE XXXII - UNION BULLETIN BOARDS

32.1: The Employer agrees to furnish the Association adequate bulletin boards at such locations as shall be agreed between the Union and the Chief of Police. The Boards shall be used only for the following notices:

- A. Union Meetings
- B. Union Elections
- C. Reports of the Union
- D. Rulings or policies of the International Union
- E. Recreational and Social Affairs of the Union
- F. Such other matters that pertain to Union business and activity and are not of a political or partisan nature

32.2: The bulletin board shall be in a glass locked case.

ARTICLE XXXIII - MEETINGS

33.1: At the discretion of the Chief of Police and with his approval, the Union may schedule and conduct its meetings of Union members who are not on duty on Police Department property and provided that it does not disrupt the duties of employees or the efficient operation of the Department. If for any reasons, the Chief of Police denies the use of Police Department property for such meeting, such decision will not be subject to the grievance procedure.

ARTICLE XXXIV - PERSONNEL FILE

34.1: The treatment of letters of reprimand will be as follows:

- A. That each member will be informed when such a letter is inserted in his file. The member shall receive a copy of each such insert.
- B. After a three (3) year period following the insertion of such a letter, a member may request a review to be made of his file and unless there is a substantial reason otherwise the letter shall be removed and the record of it expunged. In the event that any record or part thereof is expunged, the employee will be notified of same in writing.
- C. In the event a letter is removed and its recording expunged, an officer may at subsequent examination for promotion respond that said member has not been reprimanded for any violation so expunged.
- D. A member shall be allowed to see his/her file at any reasonable time. There will be one official employee personnel file which shall be maintained by the Civil Service Department. No other file can be used against the employee for purposes of discipline.

ARTICLE XXXV - HAZARDOUS DUTY

35.1: If an employee is assigned to a mutual aid task force and is called for an actual mutual aid task force event, that employee shall be paid double time.

35.2: If an employee is assigned to a swat team and is called for an actual SWAT situation, that employee shall be paid double time.

ARTICLE XXXVI - TRADING LEAVE DAYS

36.1: One-way trades only will be allowed. The trade request must be signed by both employees. Advance notice must be provided to the Command Officer. If the replacement employee does not work the agreed schedule, the replacement employee will be disciplined, and no further trades will be allowed to the disciplined employee involved for one (1) year.

36.2: In order to avoid confusion, misunderstanding and any problems before they arise, it must be understood and agreed to by both officers desiring to trade leave days:

The replacement officer **MUST** work the scheduled hours of the Officer he/she replaces.

ARTICLE XXXVII - PENSION

37.1: It is further agreed between the parties hereto that any patrol officer hired prior to September 1, 2011, and retiring will be paid a pension throughout the member's life of 2.8% of the member's average final compensation, multiplied by the first twenty-five (25) years of service credited to him, plus 1% of the member's average final compensation multiplied by the number of years, plus fraction of a year, of service rendered by him which are in excess of twenty-five (25) years with a maximum of seventy-five (75%) percent. Years of service as a cadet shall be included in calculating total years of service for pension purposes.

Sick time for figuring final average compensation only will be as follows:

- A. One hundred (100%) percent for the first twelve hundred (1200) hours accumulated unused hours;
- B. Four (4) hours for every day over twelve hundred (1200) accumulated unused hours.

Accumulated sick leave and vacation leave payments made at the time of retirement shall be included as part of average final compensation for the purpose of computing retirement benefits.

37.2: For patrol officers hired after September 1, 2011, the multiplier shall be 2.25% for all years of service with ten (10) years vesting. Normal age and service retirement shall be 25 years. In addition, new hires may roll into final average compensation up to the equivalent of 240 hours of paid leave.

Effective April 1, 2022, all bargaining unit members not presently enrolled in the DROP or accruing benefits at a 2.8 multiplier, shall accrue all benefits using a 2.5 annual multiplier, i.e. 2.5% of FAC times years of service.

37.3: Optional Annuity Withdrawal. Prior to effective date of retirement, member will irrevocably elect to be paid, or not to be paid, the accumulated contribution, herein after referred to as "Annuity", standing in the member's credit plus accumulated interest. If the member elects to be paid, the retiring member's monthly pension shall be reduced by an amount which is the actuarial equivalent of the sums withdrawn; partial withdrawals are not permitted. Interest on contributions shall cease upon date of retirement.

A member is paid the accumulated contributions, plus accumulated interest computed, at a rate of 5% per annum after April 1, 2005.

Effective October 26, 2021 a member, upon application for a retirement allowance, may elect the Optional Annuity Withdrawal if the System's records reflect member contributions remitted by such member, which for this purpose, shall include amounts contributed by the Township pursuant to Sect. 8 of this Article through March 31, 2022 only. Such members shall receive, upon retirement, a lump sum distribution of 100% of the member contributions plus accumulated interest computed at a rate of 5% per annum.

The retirement allowance of a member who elects the Optional Annuity Withdrawal shall be permanently reduced by the actuarial equivalent of the lump distribution described above, paid to such member. The actuarial equivalent shall be calculated using the actuarial assumed rate of return on the date the lump sum is withdrawn as well as the mortality table in effect on the date the lump sum is withdrawn.

All calculations of the actuarial equivalent shall be submitted to the Township prior to distribution.

37.4: A member shall be eligible to retire with full benefits with twenty-five (25) years of service.

37.5: Section 6 (i) of Act 345 shall be amended to provide that a member's spouse shall have vested rights in the member's pension, upon the member's death after ten (10) years of service.

37.6: For purposes of retirement calculation under the act, average final compensation shall mean the average of the 3 years of the highest annual compensation received by a member during his 10 years of service immediately preceding his retirement or leaving service.

37.7: Regardless of date of hire, overtime, including compensatory time, is excluded from FAC.

37.8: Section 9 (1) of Act 345 notwithstanding, the Township shall, for employees hired before April 1, 2017, pay into the retirement system the member's 5% contribution and the member's pension contribution shall thereupon be reduced to 0%. Notwithstanding the above, any such contribution made by the Township in lieu of a member's contribution shall be treated as the member's contribution; shall be credited to the member's account in the Reserve for employees' contribution; and shall be subject to refund to the member together with accumulated interest in accordance with the provisions of Act 345 and all provisions of this Article, including, but not limited to, Section 3, provided such treatment of this payment is permitted by the Internal Revenue

Service. However, in the event an employee whose employment is terminated for any reason before his/her pension is vested (10 years of service) shall not be eligible to receive the accumulated contribution made to the pension plan for the employee.

Employees hired after April 1, 2017, will pay five (5%) percent of their annual compensation into the retirement system, which will include all compensation used to determine Final Average Compensation as defined in this article.

To assist in the funding of retiree health care, employees hired after April 1, 2017 will pay an additional three (3%) percent of their annual compensation which will include all compensation used to determine Final Average Compensation as defined in this article. Should an employee terminate his/her employment prior to retirement, subject employee shall have their three (3%) percent contribution toward retiree health care refunded to the employee or his/her estate if deceased.

Effective April 1, 2022, all employees, regardless of their date of hire, including those in the DROP, will pay an annual contribution to the Retirement System of 5% of all compensation used to determine Final Compensation as defined in this article. All compensation referred to herein excludes any payouts of leave time.

Effective April 1, 2023, all employees hired prior to January 1, 2022, including those participating in the DROP, will pay 3% of their annual compensation used to determine Final Average Compensation as defined in this article, to fund retiree health care. All compensation referred to herein excludes payouts of leave time. Should an employee terminate his/her employment prior to retirement, subject employee shall have their three (3) percent contribution toward retiree health care refunded to the employee or his/her estate if deceased.

37.9: Pursuant to statutory provisions and regulations governing the Municipal Employees Retirement System (MERS), the Township will provide the following benefits for all full-time dispatchers/jailers:

- A. Zero percent (0%) employee contribution for employees hired before April 1, 2017.
- B. Employees hired after April 1, 2017, will pay five (5%) percent of their annual compensation into the retirement system, which will include all compensation used to determine Final Average Compensation as defined in this article.

Effective April 1, 2022, all employees, regardless of their date of hire, including those in the DROP, will pay an annual contribution to the Retirement System of 5% of all compensation used to determine Final Compensation as defined in this article. All compensation referred to herein excludes any payouts of leave time.

- C. To assist in the funding of retiree health care, employees hired after April 1, 2017 will pay an additional three (3%) percent of their annual compensation which will include all compensation used to determine Final Average Compensation as defined in this article to fund retiree healthcare.

Should an employee terminate his/her employment prior to retirement, subject employee shall have their three (3) percent contribution toward retiree health care refunded to the employee or his/her estate if deceased.

- D. Twenty-five (25) years of service and out, with no penalty

- E. The Township will provide an annuity withdrawal and payout of accrued sick time to be figured in retiree's final average compensation through the M.E.R.S. system.
- F. FAC-3 (Final average compensation based on the highest thirty-six (36) consecutive months of earnings divided by 3)
- G. B-4 program (2.5 multiplier)
- H. 8 Year Vesting Program

37.10: The parties agree that if a duty disability retiree with 10 years of service who retired under this subdivision dies before attaining age 55 years of age, his/her surviving spouse shall receive a survivor disability pension equal to 60% of the disability pension payable to the disability retiree on the date of his/her death. If there is no surviving spouse, the survivor disability pension described in the previous sentence shall be aid to the disability retiree's surviving minor children, if any, and continue to each surviving child until he/she becomes 18 years of age or until his/her marriage or death before becoming 18 years old.

37.11: Employees eligible for a non-duty disability retirement pursuant to Public Act 345, between twenty (20) and twenty-five (25) years of service shall, along with their spouse and eligible dependents, be provided with the same health care coverage available to them on the date immediately prior to their non-duty disability retirement.

However, such health care coverage shall not be available if the retiree's spouse is covered under a health insurance plan providing equivalent benefits that also covers the retiree, or if the retiree obtains employment after retirement, and the new employer provides comparable health insurance coverage as is provided by the Township.

37.12 : The Township acknowledges that it is committed to better funding the Plan, and , to that end, regardless of any change to funding value that may occur as a result of any changes to the Plan implemented pursuant to the provisions herein, the Township agrees that it shall , annually, contribute at least the Employer contribution of \$5,647,869, as computed in the actuarial valuation as of March 31,2020 establishing contributions applicable to the plan fiscal year beginning April 1,2021 even if the Township contribution required by the Plan actuary is less than this amount. These provisions shall cease to be effective if, at any time, the Funded Ratio of the Actuarial Value of Assets is 70% or more of the Actuarial Liabilities. Ex. In the valuation as of March 31,2026 because the actuarial value of assets is 71% of actuarial liabilities these provisions cease to be in effect, and would not be in effect again if, in the valuation as of March 31, 2028, the actuarial value of the assets is 69% of actuarial liabilities.

ARTICLE XXXVIII - DEFERRED RETIREMENT OPTION PLAN (DROP)

38.1: The Redford Township Police and Fire Retirement System consists of a defined benefit plan. The Redford Township Police Officers Association Deferred Retirement Option Plan (herein after referred to as the R.T.P.O.A. DROP) account shall be established as part of the defined benefit plan of the Retirement System or such other plan as the Township Board and the union shall agree upon (i.e., I.R.C. section 415(m) benefit plan) after consultation with appropriate legal counsel.

38.2: ELIGIBILITY

Any current employee within the Redford Township Police Officers Association Bargaining Unit who is a member of the Redford Township Police and Fire Act 345 Retirement system who has at least twenty-two (22) years of service credit as of March 31, 2014, or will reach 22 years of service after 2014, may voluntarily elect to participate in the R.T.P.O.A. DROP. Upon commencement of R.T.P.O.A. DROP participation, the participant's R.T.P.O.A. DROP benefit shall be the dollar amount of the employee's monthly pension benefit as computed by using the contractual provisions and formula(s) that are in effect on the particular R.T.P.O.A. DROP date. During participation in the R.T.P.O.A. DROP, the participant shall continue to be considered an employee of Redford Township with full employment status (except as specifically stated herein), with all rights and privileges afforded to employees of the Redford Township Police Officers Association Bargaining Unit including, but not limited to, receiving all future promotions and contractual benefit/wage increases, Union membership and representation, and membership within the Redford Township Police and Fire Retirement System.

The participant's R.T.P.O.A. DROP benefit shall be credited monthly to the participant's R.T.P.O.A. DROP account, which shall be established within the Redford Township Police and Fire Retirement System. The participant's R.T.P.O.A. DROP account shall be maintained and managed by the Board of Trustees of the Redford Township Police and Fire Retirement System (Retirement Board). Upon final separation of employment from the police department, the participant shall retire and will begin to receive payment(s) from his/her individual R.T.P.O.A. DROP account as described herein. The R.T.P.O.A. DROP account payment(s) will accumulate pension payments until final separation of employment from the police department. The participant is solely responsible for analyzing the tax consequences of participation in the R.T.P.O.A. DROP.

Member (s) entering the R.T.P.O.A. DROP by March 31, 2014, that have between twenty (20) and twenty-five (25) years of service may elect to enter the R.T.P.O.A. DROP and have all benefits computed as spelled forth within.

38.3: RETENTION

The maximum period for participation in the R.T.P.O.A. DROP is eighty-four (84) months (this will be known as the "Participation Period") after which time the employee shall terminate employment with the Township. Employees entering the DROP will have the following vesting requirements for the DROP accounts:

0-12 months	20%
12- 24 months	75%
24 months- separation	100%

R.T.P.O.A. DROP participants will be fully vested regardless of time in the R.T.P.O.A. DROP in the event of disability or death as defined in Section 13 of this Article.

Upon final separation of employment, the retiree shall receive the monthly retirement benefit previously credited to their R.T.P.O.A. DROP account and shall be eligible for distribution of his/her R.T.P.O.A. DROP account balance in accordance with the years of service requirement set forth above. The distribution options are set forth below in Section 11.

38.4: ELECTION

Election to participate in the R.T.P.O.A. DROP program is IRREVOCABLE (except in the instance of duty disability or duty death as provided in R.T.P.O.A. DROP Section 13 herein). An employee who wishes to participate in the R.T.P.O.A. DROP shall submit a letter of intent to enter the R.T.P.O.A. DROP program to the Retirement Board no later than the day before said employee's twenty-second (22nd) anniversary of date of hire (which would include all service credits purchased during employment with the Township). The Retirement Board shall review the letter of intent within a reasonable time period, but no later than the next regularly scheduled monthly meeting of the Retirement Board, and make a determination as to the employee's eligibility for participation in the R.T.P.O.A. DROP.

On the employee's effective R.T.P.O.A. DROP date, he/she shall become an R.T.P.O.A. DROP participant and shall cease to accrue additional retirement benefits otherwise credited to non- R.T.P.O.A. DROP active members of the Redford Township Police and Fire Retirement System. The amount of credited service time, multiplier, and average final compensation shall be fixed as of the participant's R.T.P.O.A. DROP date. Increases in compensation and accrual of additional service time during R.T.P.O.A. DROP participation will NOT be factored into the pension benefits of active or former R.T.P.O.A. DROP participants (except for Line of Duty Disability or Line of Duty Death as specifically provided in Section 13).

38.5: The participant's R.T.P.O.A. DROP benefit shall be the regular monthly retirement benefit to which the Employee would have been entitled if the Employee had actually terminated employment and retired on the elected R.T.P.O.A. DROP date according to all sections and subsections regarding R.T.P.O.A. DROP within this Article and less any DROP withdrawal reduction as set forth in Section 10 of this Article and/or any actuarial reductions as a result of the Employee electing an optional form of benefit as described in Public Act 345 of 1937 as amended Section 38.556(h), subsections (i) and (ii).

The participant's R.T.P.O.A. DROP benefit shall be credited monthly to the participant's R.T.P.O.A. DROP account. An R.T.P.O.A. DROP participant may, at the time of R.T.P.O.A. DROP election, as allowed by Public Act 345 of 1937 as amended, (Section 38.556(h)), subsections (i) and (ii), elect to receive his/her benefit in the form of one of the options provided under Act 345 and nominate a named beneficiary in accordance with the Redford Township Police and Fire

Retirement System provisions. The term "spouse" for purposes of benefit qualification of R.T.P.O.A. DROP participants, shall mean: (1) the person to whom the participant was legally married to on the participant's date of death if such death occurs during R.T.P.O.A. DROP participation; or (2) the person to whom the retiree was legally married on both the effective date of termination of R.T.P.O.A. DROP participation and the retiree's date of death provided such death occurs after termination of R.T.P.O.A. DROP participation. The definition of "spouse" herein may be amended pursuant to an Eligible Domestic Relations Order entered pursuant to Michigan Public Act 46 of 1991, as amended (MCL 38.1701 et seq.).

38.6: An Employee who elects to participate in the R.T.P.O.A. DROP may elect the Annuity Withdrawal Option provided by the Plan administered by the Redford Township Police and Fire Retirement System at the time of electing R.T.P.O.A. DROP participation. Such election shall be made commensurate with the participant's R.T.P.O.A. DROP election, but not thereafter, and will be utilized to compute the actuarial reduction of the participant's R.T.P.O.A. DROP Benefit, as well as the Employee's monthly retirement benefit from the Retirement System after termination of employment.

The Annuity Withdrawal amount (accumulated contributions) shall remain in the Retirement System and shall not be subject to withdrawal from the Retirement System until the time of termination of employment. An R.T.P.O.A. DROP participant who has elected the Annuity Withdrawal Option shall, as of his/her R.T.P.O.A. DROP Date, continue to have regular interest credited to the Member's accumulated balance in the Annuity Savings Fund. All withdrawal provisions and options under the Retirement System which are available to Members shall be available to the R.T.P.O.A. DROP participant at such time as he or she terminates employment and becomes eligible for withdrawal of their contributions. Any lump sum withdrawal of said contributions may be subject to tax and early withdrawal penalties, if applicable according to the Internal Revenue Service Code and will be the sole responsibility of the individual R.T.P.O.A. DROP participant.

38.7: PAID TIME OFF AND ACCUMULATED LEAVE TIME

Sick Time

Upon an Employee's election to enter the R.T.P.O.A. DROP, he/she will be paid in cash for accumulated sick time according to Article XIX Section 19.2 of the parties' Collective Bargaining Agreement.

An Employee who has elected to enter the R.T.P.O.A. DROP shall have his/her unused sick time figured into his/her final average compensation according to Article XXXVI Section 37.2 subsection A and B of the parties' Collective Bargaining Agreement.

A member who has elected to enter the R.T.P.O.A. DROP program will be paid fifty percent (50%) of the total lump sum cash payment due to the member for unused accrued sick time no later than thirty (30) days after the member's election to R.T.P.O.A. DROP.

The remaining fifty percent (50%) lump sum cash balance due to the member shall be paid in four equal annual installments on or before the last pay date in November annually (ex., the member will receive 25% of the remaining 50% paid by November 30th of the member's second year of R.T.P.O.A. DROP, 25% of the remaining 50% due on the member's third year of R.T.P.O.A. DROP, and so on until all remaining monies due are paid to the member by the fifth year of R.T.P.O.A. DROP). A member who does not participate in the R.T.P.O.A. DROP for the full seven years shall within thirty (30) days of separation of employment be paid in a lump sum cash payment any remaining monies owed to the member for unused accrued sick time.

Compensatory Time

An employee upon electing to enter the R.T.P.O.A. DROP shall be paid out for all unused compensatory time. An R.T.P.O.A. DROP participant may continue during the R.T.P.O.A. DROP participation years to receive, accumulate and use compensatory time as stated in Article XVII, Section 17.12, of the party's Collective Bargaining Agreement. Upon termination of employment the R.T.P.O.A. DROP member shall be paid in a lump sum for all additional accrued and unused compensatory time.

Vacation Leave

Upon an Employee's election to enter the R.T.P.O.A. DROP, he/she shall be paid in a lump sum for all unused accumulated vacation days and all unused accumulated extra vacation days as denoted in this section. A member who has elected to enter the R.T.P.O.A. DROP program will be paid fifty percent (50%) of the total lump sum cash payment due to the member for unused accrued vacation time no later than thirty (30) days after the member's election to R.T.P.O.A. DROP.

The remaining fifty percent (50%) lump sum cash balance due to the member shall be paid in four equal annual installments on or before the last pay date in November annually. (ex., the member will receive 25% of the remaining 50% paid by November 30th of the member's second year of R.T.P.O.A. DROP, 25% of the remaining 50% due on the member's third year of R.T.P.O.A. DROP and so on until all remaining monies due are paid to the member by the fifth year of R.T.P.O.A. DROP).

Paid Time Off

A member participating in the R.T.P.O.A. DROP shall receive twenty-five (25) days of generic paid time off per year. A day shall be considered one full work day for a member. A member may elect to carry forward five (5) days each year, to a maximum of thirty-five (35) days during the course of the DROP participation. The time shall be credited to a DROP participant the first calendar day following election to participate in the DROP and every year thereafter on the participant's DROP anniversary date while the participant stays in the employment of the Township.

Upon separation from the Township, a member shall be paid for up to thirty-five (35) days of accumulated paid time off pursuant to the following DROP retention schedule:

0-12 months	0%
12- 24 months	50%
24 months- separation	100%

Employees who work a 12-hour work schedule will continue to receive 104 hours for the additional time worked for F.L.S.A. purposes.

38.8: DROP ACCOUNTS

For each R.T.P.O.A. DROP participant, an individual R.T.P.O.A. DROP Account shall be created to which shall be credited the participant's R.T.P.O.A. DROP benefits, plus accumulated interest. All individual R.T.P.O.A. DROP Accounts shall be maintained for the benefit of each R.T.P.O.A. DROP participant and will be managed by the Redford Township Police and Fire Retirement System in the same manner as the funds of the Redford Township Police and Fire Retirement System. R.T.P.O.A. DROP interest for each R.T.P.O.A. DROP participant shall be five percent (5%) per annum and credited to the participant's R.T.P.O.A. DROP account monthly. The Redford Township Police and Fire Retirement System shall provide each participant with an annual statement of his/her account activity. The reference to individual R.T.P.O.A. DROP accounts shall be interpreted to refer to the accounting records of the Redford Township Police and Fire Retirement System and not the actual segregation of monies in the funds of the Redford Township Police and Fire Retirement System. At the participant's request, one additional statement per year may be provided to the participant.

38.9: CONTRIBUTIONS

Employer contributions based upon the earnings of the member to the Redford Township Police and Fire Retirement System, as stated in Article XXXVI, Section 36., of the parties' Collective Bargaining Agreement, shall cease for R.T.P.O.A. DROP participants during their R.T.P.O.A. DROP participation.

38.10: DISTRIBUTION OF DROP ACCOUNT FUNDS

Upon termination of employment, the former R.T.P.O.A. DROP participants who have entered the DROP prior to December 31, 2021 only, must choose one of the distribution methods to receive payment(s) from his/her individual R.T.P.O.A. DROP account:

- A. A total lump sum distribution to recipient;
- B. Two (2) partial annual payments, at least six (6) months apart. The semi-annual payments must be equal and a minimum of \$5,000.00. The amount of the semi-annual payments may be changed once per calendar year;

- C. A lump sum direct rollover to another qualified plan to the extent allowed by Federal Law and in accordance with the Redford Township Police and Fire Retirement System's rollover procedures;
- D. A DROP annuity payable throughout the life of the recipient;
- E. An optional form of DROP annuity as established by Public Act 345 of 1937, as amended;
- F. A monthly distribution to the recipient;
- G. An individual's remaining R.T.P.O.A. DROP account balance shall be credited monthly with interest at five percent (5%) per annum, once employment is terminated.

Participants may change their distribution method as may be applicable no more than once per annum prior to January 1st of each year in accordance with such procedures and time guidelines as adopted by the Redford Township Police and Fire Retirement System. Any actuarial costs associated with a change in distribution shall be borne solely by the participant.

Participants may elect a total lump sum distribution of any remaining balance to their R.T.P.O.A. DROP account at any time after termination of employment which will be paid within sixty (60) days after receiving a member's request. All benefit payments under the R.T.P.O.A. DROP Plan shall be made (or commence in the case of a DROP annuity) as soon as practical after entitlement thereto, but in no event later than April 1st following the later of:

1. The calendar year in which the member attains age as established by the IRS code.
2. The calendar year in which the participant's employment terminated.

If the accumulated balance in any participant's account becomes less than \$5,000.00 [or such other amount as provided in the Internal Revenue Code Section 4119a) (11) (A)], then the Redford Township Police and Fire Retirement System, in its sole discretion, shall have the option of distributing the former participant's entire account, in the form of a lump sum, to the former participant.

To the extent permitted by law, any and all distributions from a participant's R.T.P.O.A. DROP account shall not be subject to offset by any workers' compensation wage loss payments received by the participant, including any redemption amounts.

38.11: DEATH DURING DROP PARTICIPATION

Except as otherwise provided in Subsection K, if a participant in the R.T.P.O.A. DROP dies either: (i) before full retirement (i.e., before termination of employment); or (ii) during full retirement (i.e. after termination of employment) but before the participant's R.T.P.O.A. DROP account balance has been fully paid out, the participant's R.T.P.O.A. DROP beneficiary(ies) shall receive the remaining balance in the participant's R.T.P.O.A. DROP account. In the event the participant has failed to name a beneficiary, the account balance shall be payable to the participant's beneficiary(ies), if any, listed with the Redford Township Police and Fire Retirement System. If there is no such beneficiary listed, then the account balance shall be paid in a lump sum to the participant's estate. Benefits payable from the Redford Township Police and Fire Retirement System shall be determined as though the R.T.P.O.A DROP participant had separated service on the day prior to the participant's date of death.

38.12: DISABILITY DURING DROP PARTICIPATION.

Except as otherwise provided for in Section 14, in the event an R.T.P.O.A. DROP participant becomes totally and permanently disabled from further performance of duty as a R.T.P.O.A. member, in accordance with the provisions of the Redford Township Police and Fire Retirement System, the participant's participation in R.T.P.O.A DROP shall cease and the participant shall receive such benefits as if the participant had retired and terminated employment the date immediately preceding the said disability within the participation period.

Application and determination of disability shall be conducted in accordance with the Redford Township Police and Fire Retirement System provisions; however, the participant shall not be eligible for disability benefits from the Redford Township Police and Fire Retirement System, except as specifically provided for in Section 14.

The R.T.P.O.A. DROP account recipient will not be penalized if disability or death were to occur during the retention period.

38. 13: SPECIAL PROVISION FOR DUTY DISABILITY AND DUTY DEATH

An R.T.P.O.A. DROP participant who is found by the Redford Township Police and Fire Retirement System provisions, to be totally and permanently incapacitated for duty by reason of a personal injury or disease occurring as the natural and proximate result of causes arising out of and in the course of the participant's employment with the Township, may retroactively revoke the participant's R.T.P.O.A. DROP election if the revocation occurs before the payment of a distribution to the participant from the participant's R.T.P.O.A. DROP account or before payment of disability or retirement benefits to the participant from the Redford Township Police and Fire Retirement System. If a R.T.P.O.A. DROP participant dies in the line of duty while in the employ of the Township, the R.T.P.O.A. DROP participant's eligible survivors (i.e., survivors qualified under Section 6(2) of Public Act 345 of 1937, as amended, and the participant's applicable collective bargaining agreement) and the participant's eligible R.T.P.O.A. DROP beneficiary(ies) may, by unanimous agreement, retroactively revoke the participant's R.T.P.O.A. DROP election if the revocation occurs before payment of a distribution from the participant's R.T.P.O.A. DROP

account or payment of benefits from the Redford Township Police and Fire Retirement System. If a R.T.P.O.A. DROP election revocation is made as prescribed by this Subsection, the participant's R.T.P.O.A. DROP account is not distributed, and the participant or the participant's beneficiary(ies), as applicable, are entitled to all benefits provided by the Redford Township Police and Fire Retirement System as if a R.T.P.O.A. DROP election had not been made. In the event of revocation of R.T.P.O.A. DROP participation as provided herein, there shall be no requirement for retroactive payment of employee contributions which would otherwise have been paid to the Redford Township Police and Fire Retirement System as stated in Article XXXVI of this Working Agreement and the Employee shall receive service credit for all service rendered during the R.T.P.O.A. DROP participation or as otherwise provided in the applicable collective bargaining agreement.

38. 14: INTERNAL REVENUE SERVICE/LEGAL COMPLIANCE.

The Internal Revenue Service has generally accepted the concept of a Deferred Retirement Option Plan because the Employee/participant does not have either actual or constructive receipt of the DROP payments (while participating in a DROP), and the participant ceases to accumulate additional credit toward retirement benefits once DROP participation commences. The R.T.P.O.A. DROP is intended to operate in accordance with the Internal Revenue Service Code, as amended, as well as with any other applicable laws and regulations, State of Michigan or Federal. In the

event the Trustees of the Redford Township Police and Fire Retirement System finds any R.T.P.O.A. DROP provision to be in violation of any applicable law, that provision shall be null and void and the remaining R.T.P.O.A. DROP provisions shall constitute the terms of the R.T.P.O.A. DROP.

38. 15: PURCHASE OF MILITARY SERVICE TIME

Any R.T.P.O.A. member who has prior military service time may purchase up to four (4) years of prior military service time with proof of service off of said member's DD214. Military purchase time will be at a cost of five percent (5%) and must be used for the sole purpose of making said employee eligible for R.T.P.O.A. DROP participation.

37. 16: EXIT CONFERENCE

A member and spouse within six months of retirement may take part in an exit conference for a review of pension benefits and health insurance during retirement. Such exit conference will be with the Township's benefit coordinator or designee.

38. 17: R.T.P.O.A. DROP MEMBERS BENEFIT CHANGES

A member that enters the R.T.P.O.A. DROP will lose Holiday Pay after the date of their entry into the R.T.P.O.A. DROP, and be paid at the rate of time and one-half of said Member's pay rate for those members having to work the holiday. Members in the R.T.P.O.A. DROP may be given a paid day off to be determined by the Superintendent in charge of said R.T.P.O.A. member in lieu of working and being paid at the rate of time and one-half of said member's wage.

38.18 Effective October 26, 2021 the DROP is modified as follows:

Only a member who is eligible to retire and receive a normal retirement pension as a result of accruing 25 years' service, may elect to participate in the R.T.P.O.A.

The member shall apply for enrollment in the DROP in writing pursuant to 37.4 and:

- A. Those entering the DROP after December 31, 2021, shall remain for a period no less than six months and no greater than sixty months. Those in the DROP as of December 31, 2021 shall have a maximum period to remain in the DROP of eighty-four (84) months.
- B. Elect a DROP beneficiary.
- C. The System shall calculate the member's retirement allowance amount, including actuarial adjustments, if any, reflecting the form of payment elected and the beneficiary(ies) named by the members as of the Drop beginning date. The amount of credited service time, multiplier and average final compensation shall be fixed as of the participant's RTPOA DROP date. The multiplier shall be that which the employee last had as an employee **with no increase** (Ex. Employee pursuant to the CBA was last accruing benefits at a 2.5 multiplier. The regular monthly retirement benefit shall be calculated using that multiplier.) The retirement allowance, including, but not limited to average final compensation, shall be calculated pursuant to Art. 36.
- D. Upon the beginning date of the DROP period the member shall cease to accrue additional retirement benefits of any kind whether through service accruals, future pay increases, active cost of living adjustments, promotions or any other basis.
- E. Upon the beginning of the DROP period the member shall make employee contributions to the System in the amount of 5% annually and do so throughout the DROP period. Employee contributions shall not be deposited into the employee's DROP account. Instead, these contributions will be deposited into and become a part of the Redford Township Police and Fire Retirement System. Employer contributions based upon the earnings of the member shall not continue during the DROP period.
- F. During the DROP period a member shall remain employed with Redford Township subject to all other terms and conditions of active employment including any requiring the member to pay premium share for healthcare as well as contribute 3% annually to fund the member's retiree health care benefits.

- G. Effective as of the first day of the month following receipt and processing of all required documentation, and monthly thereafter, an amount equal to 100% of the monthly retirement allowance the member would have received if he or she had retired as of the DROP beginning date as determined in C above (“ the DROP benefit”) will be credited to the (“DROP account”) for the benefit of the member. The DROP benefit shall be frozen as of the DROP beginning date and shall not be adjusted.
- H. The System shall credit those participating in the DROP as of December 31,2021, with interest in the amounts of 5% annually or prorated in the event a DROP period is fewer than twelve months.

The System shall credit the accounts of those entering the DROP on or after January 1,2022, with interest in the amount of 3% annually or prorated in the event a DROP period is fewer than twelve months. No interest shall accrue after a member terminates DROP participation.

- I. After the member terminates employment the DROP account shall be subject to court orders and statutory liens in the same manner as the monthly service retirement and according to the terms of a court order.
- J. Retention. Employees entering the DROP will have the following vesting requirements for the DROP accounts consistent with those in the CBA that expired on March 31, 2021:

0-12 months	20%
12-24 months	75%
24 months-separation	100%

DROP participants shall be fully vested regardless of time in the DROP in the event of disability or death.

- K. Final separation and election.
1. Upon final separation of employment, the retiree shall receive the monthly retirement benefit previously credited to their DROP account pursuant to the payment option selected at the time of their entry into the DROP.
 2. The member shall choose a date within twelve months of termination to receive a lump sum distribution equal to the amount credited to the member’s DROP account. The member shall elect the form of distribution for the DROP account (lump sum distribution or eligible rollover) within 60 days of their separation date in a format determined by the System. If the member fails to make a timely election the System shall issue the amount credited to the members’ DROP account as a lump sum. The lump sum distribution described herein is subject to all applicable taxes and withholding requirements.

L. Grandfathering.

Those who have entered the DROP prior to December 31, 2021 shall be subject to the present provisions of Article XXXVII between the parties other than those in paragraph 37.9 (B) herein requiring 5% annual contributions to the retirement system and paragraph 37.9 (C) herein requiring 3% contributions for the member's retiree health care benefits.

ARTICLE XXXVIX - ROLL CALL

39.1: All members of the bargaining unit may be required to appear fifteen (15) minutes prior to the commencement of their scheduled shift or work assignment. When roll call is required, employees shall receive a total of ten (10) hours pay at the employee's regular rate as compensation for attending any and all roll call formation in the previous calendar year. The ten (10) hours compensation shall be paid on the last payday in March, annually.

ARTICLE XL - RESERVES

40.1: Reserve officers will no longer be assigned regularly scheduled patrol car duty with a regular officer unless the regular officer volunteers for the assignment.

40.2: Property check car: The Township agrees to assign Reserve Police Officers, without regular Police Officers, to no more than two (2) property check cars. It will be marked with following language:

“Redford Township Reserve Police Property Check Car”

This language may be applied with a magnetic placard, so as to utilize the patrol unit as a regular duty vehicle, when not being used as a property check vehicle by reserve officers.

At no time shall reserve officers assume any function as fully sworn officer, unless paired with a full-time, fully sworn Redford Township Police Officer as stated in this Agreement. At which time they may perform under the direction of said full-time, fully sworn officer.

ARTICLE XLI - GENERAL PROVISIONS

41.1: It is expressly agreed and understood between the Township of Redford and the Police Officers Association of Michigan that there is no longer any parity clause in the POAM contract concerning wages, benefits or working conditions of any other Township group or Union.

41.2: The carry-over of excess vacation and personal leave time limits will be at the rate set forth in section 23.7.

41.3: All pay and leave time is to be based on that members' hire/anniversary date.

41.4: Layoffs shall be based on a Union member's seniority, hire/anniversary date. Part-time employees shall be laid off before any full-time employee is laid off.

41.5: The parties agree that, upon notification by either the Union or the Township, the parties will re-open negotiations for the following issues only:

- A. Creation of a public safety officer (i.e., officer performing both police and fire duties).

41.6: All time off to be used in whole hours, including sick time, vacation time, personal time and chit.

41.7: If an employee is to be promoted, all special pay and leave time shall be prorated from that members hire/anniversary date to the day before that member is to be promoted.

41.8 An employee placed on call at the end of said employees shift and until called in or 16 hours will be paid for 3 hours of on call pay. If the Township chooses not to place an employee on-call who is otherwise expected to report to duty during said employees off hours or compensate the employee with a take home departmental vehicle, the Township cannot recall said employee outside of that employee's work schedule except for contiguous time to that employee's work schedule.

41.9 The position of detective/investigator shall be established with a wage increase of 2% above that of the top pay of a police officer as established pursuant to this Agreement. A detective/investigator shall be defined as a police officer whose primary function is to adjudicate felony cases as the officer in charge and/or receives the 2% wage adjustment. Any additional positions established that do not fit the criteria of a detective/investigator shall not be subject to the 2% wage increase. Each employee assigned as a detective/investigator may serve in such capacity for a minimum of five (5) years. The Chief of Police has the sole authority to transfer a detective/investigator back to the road patrol division based on the following criteria:

- A. Detective/investigator must have at least five (5) years in his or her current position.
- B. The most senior detective/investigator shall be transferred first. Seniority in a detective/investigator position is based upon that officer's experience/time in the current position that he or she holds not including previous time as a detective/investigator.

Further, the Chief of Police has the sole authority to make one (1) such transfer one (1) time per Township fiscal year (April 1st-March 31st) and upon such transfer shall lose the 2% wage adjustment. If an officer is removed from the detective/investigator position for cause or at their request, he/she shall lose the 2% wage adjustment immediately. Consistent with the terms of the COAM Agreement (Article 26.1-Wages), the parties agree that this 2% wage adjustment for the detective/investigator position shall not impact or affect the wage differential between the police officer's wage rate and the sergeant's wage rate.

The selection for detective/investigator shall be handled as follows:

- A. Officers must have a minimum of three (3) years seniority to be considered for the detective/investigator position.
- B. Selection for the detective/investigator position will be determined by the Redford Township Police Department as follows:
 - 1. Weighted interview to determine 70% of total score. Interview to be chaired by the Chief of Police or designee, CIB Captain and a mutually agreed upon third party.
 - 2. Personnel file to determine 20% of total score. The score will be based on discipline, training, commendations and documented sick time abuse that resulted in discipline.
 - 3. Seniority to determine 10% of score.

41.10 Oral boards shall be included as part of any promotion of P.O.A.M. members, including promotions to the rank of Sergeant. Personnel files will also be included in the oral board.

41.11 The Township will implement a fitness program, as described in Appendix B.

ARTICLE XLII - PSYCHOLOGICAL COUNSELING AND EVALUATION

42.1: It is agreed by the Union and the Employer that the following language shall govern fitness for duty psychological evaluations and counseling.

42.2: When the Employer has probable cause to believe an Employee may be unfit for duty within the Redford Township Police Department, the Employer may, at the Employer's expense, direct an Employee to undergo psychological counseling and/or evaluation to determine whether the Employee is fit for duty.

- A. The Employer shall designate a psychologist to perform the counseling or evaluation. The Union will have the right to challenge the selection for cause.
- B. The Employee will report at the time and place directed. When the appointment is outside the Employee's normally scheduled shift, the Employer will have the right to change the Employee's schedule. Time spent at the appointment will be considered on-duty time. Employees will be given reasonable time to make the necessary arrangements to be present at the evaluation or counseling.
- C. The Employer will provide the evaluator with a document which specifies the reasons for referral, relevant information from the personnel records, the investigator's report and other relevant documentation.

- D. After evaluation, the doctor shall report in writing to the Employer whether the employee is fit or unfit for duty. If the Employee has been found to be fit for full unrestricted duty, the doctor's report shall only state that the employee is fit for duty and no further medical action will be taken. If the Employee is found to be unfit for duty the doctor shall forward to the Employer recommendations for further treatment and the prognosis of return to restricted or unrestricted duty.
- E. In the event an Employee is found to be unfit for duty, the Employee may, at the Employee's expense, have a doctor of his/her choosing evaluate the Employee with the same information provided to the Employer's doctor. Should both doctors concur, the Employee will be required as a condition of employment to follow the directions and specification of the Employer's doctor. Should the doctors not concur, the Employer's doctor and the Employee's doctor shall recommend an independent evaluation by a third doctor, who will evaluate the Employee at the Employer's expense with the same information provided to the Employer's doctor. The determination of the majority of the doctors shall be placed into effect, subject to arbitration by either party.
- F. An Employee is entitled to assistance (in non-disciplinary situations) or representation (during the disciplinary process) from the Union. However, an Employee shall report when and where directed, and shall cooperate fully in any psychological examination or counseling. No one shall be allowed to accompany or represent the Employee during the psychological examination or counseling.
- G. Violations of rules and regulations may be a part of the basis for the Employer's reasonable belief regarding an Employee's fitness for duty. The psychological evaluation will pertain only to fitness for duty. Discipline for the rule violation will be considered separately. However, the Employee's psychological state may be given consideration in assessing the proper discipline to be rendered. The Employer must consider the reports of all the doctors.

42.3: The Employer and Union agree that should an incident arise that is not within the conditions of this psychological counseling/evaluation provision, the parties shall meet and attempt to resolve the matter through negotiation.

ARTICLE XLIII - SAVINGS CLAUSE

43.1: If any section, sentence, clause or phrase of this Agreement is for any reason held to be invalid or illegal such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Agreement or the Agreement as an entirety. Both parties will reconvene to negotiate that section or portion of the Agreement which is found illegal or invalid.

ARTICLE XLIV - COPIES OF COLLECTIVE BARGAINING AGREEMENT

44.1: The Township agrees to deliver a copy of this Agreement to each member of the Union and agrees to provide twelve (12) copies to the Union, for the Union files, and copies of all insurance policies in force and applicable to the members of the Union as governed by this Agreement.

ARTICLE XLV LATERAL TRANSFERS

45.1 Police Officer Lateral Transfers

Any police 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 law enforcement certifications, and is otherwise competent to serve as a police officer shall be offered the following incentives to join the Redford Township Police Department:

- A. A lateral transfer candidate shall transfer directly into the established wage scale as set forth in the parties' current Collective Bargaining Agreement (attached hereto as exhibit 1), based on the number of years of qualified employment, as defined in section 2, below. For example, if a lateral transfer has two (2) years of prior law enforcement experience, he or she would be offered a starting salary at Year 3 on the CBA's wage schedule (current salary of \$65,396.88).
- B. 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 in either road patrols or investigations, only. Any law enforcement experience outside of these two areas shall have no impact on a potential candidate's starting wage.
- C. 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.
- D. Any lateral transfer who is ultimately hired by the Township shall be considered a new hire in terms of either Department or Township-wide seniority. Any years of service that a lateral transfer obtained in another community shall not count towards Township seniority once a lateral transfer becomes a patrol officer with the Township.
- E. 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.
- F. Any lateral transfer's years of service in another community shall not negate the required service time for promotional testing and other related opportunities.

45.2 Dispatch Lateral Transfers

Any dispatcher who currently works in another community located within the State of Michigan, who is in good standing with that community, has completed the Michigan State certified Basic Telecommunicator Module 1 course and has Emergency Police Dispatch and Emergency Fire Dispatch certifications. Any lateral dispatcher that has not already done so will be required to complete Basic Telecommunicator Module 2 within 1 year of hire, and is otherwise competent to serve as a dispatcher shall be offered the following incentives to join the Redford Township Police Department:

- A. A lateral transfer candidate shall transfer directly into the established wage scale as set forth in the parties' current Collective Bargaining Agreement (attached hereto as exhibit 1), based on the number of years of qualified employment, as defined in section 2, below. For example, if a lateral transfer has two (2) years of prior dispatcher experience, he or she would be offered a starting salary at Year 3 on the CBA's wage schedule (current salary of \$50,355.92).
- B. 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 dispatcher.
- C. Any lateral transfer candidate, prior to being hired shall be obligated to successfully complete all currently required pre-employment testing and evaluations, background check, as well as a physical examination/drug screen.
- D. Any lateral transfer who is ultimately hired by the Township shall be considered a new hire in terms of either Department or Township-wide seniority. Any years of service that a lateral transfer obtained in another community shall not count towards Township seniority once a lateral transfer becomes a dispatcher with the Township.
- E. 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.
- F. 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 XLVI - CADET DISPATCHER/JAILER/PART-TIME POLICE OFFICER

46.1: The Township, at its sole discretion, may hire cadets and/or civilians for the position of jailer, dispatcher, and/or jailer/dispatcher.

46.2: The Township, in its sole discretion, may hire part-time Police Officers under the following terms and conditions: Each part-time officer must successfully complete the RTPD Field Training Officer (FTO) program that is equal to or greater than the current RTPD FTO program mandated for all full-time officers. Part-time officers must pass all phases of the RTPD FTO program just as recruits for full-time police officer positions. Until successful completion of the entire FTO program, part-time officers may only perform functions or duties in which they have been successfully trained.

- A. There will be no more than twenty-five percent (25%) part-time police officers working patrol on any one shift/platoon at any given time.
- B. Part-time officers will only be assigned to the road patrol and may only work uniformed patrol duties. Part-time officers are not permitted to work any non-uniformed position or in any bureau, uniformed or otherwise.
- C. Part-time officers will not be eligible to work any overtime details whether paid by the Township or any outside entity, with the exception of the Redford Township Festival Fireworks and the Redford Township Memorial Day Parade.
- D. Part-time officers will only be scheduled to work a maximum of 24 hours per week as a uniformed police officer. The Police Department may determine the work/shift schedule for the part-time officer.
- E. The wage for part-time officers will be ten percent (10%) lower than the starting wage for a full-time officer.
- F. Part-time officers will be dues paying P.O.A.M. members.
- G. Part-time officer positions shall be filled and vacated in accordance with the Civil Service Act.
- H. Part-time officers will not be eligible for promotions to a higher rank designation. Part-time officers cannot be used as training officers. Part-time officers are not precluded from applying for full-time police officer positions.
- I. Part-time officers cannot be used if the Department has full-time officers/POA members on lay-off status.

ARTICLE XLVII - PART-TIME DISPATCHER

47.1: Part-time dispatcher is defined as an employee that may work a maximum of twenty-four (24) hours a week except when used to fill in for scheduled vacation times and for emergency situations such as extended sick leave, an employee quitting, etc., during which time they will be allowed to work a full forty (40) hours.

ARTICLE XLVIII - DRUG TESTING POLICY

48.1: The purpose of this order is to provide all sworn Officers with notice of the provisions of the departmental drug testing program.

48.2: It is the policy of this department that the critical mission of law enforcement justifies maintenance of a drug-free work environment through the use of a reasonable employee drug testing program.

48.3: The law enforcement profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair an Officer's physical and mental health and, thus, job performance.

48.4: Where law enforcement officers participate in illegal drug use and drug activity, the integrity of the law enforcement profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use.

48.5: Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug free law enforcement profession, this department will implement a drug testing program to detect prohibited drug use by sworn employees on April 1, 1998.

48.6: DEFINITIONS

- A. Sworn Officer – Those Officers who have been formally vested with full law enforcement powers and authority.
- B. Supervisor – Those sworn Officers assigned to a position having day-to-day responsibility for supervising subordinates, or who are responsible for commanding a work element.
- C. Drug Test – The compulsory or voluntary production and submission of urine, in accordance with departmental procedures, by an Officer for chemical analysis to detect prohibited drug usage.
- D. Reasonable Suspicion – That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an Officer. These facts or inferences would lead the reasonable person to suspect that the Officer is or has been using drugs while on or off duty.
- E. Probable Cause – That amount of facts and circumstances within the knowledge of a supervisor or the administration which are sufficient to warrant a prudent person to believe it is more probably than not that an Officer is or has been using drugs while on or off duty.

- F. Probationary Officer – For the purpose of this policy only, a probationary Officer shall be considered to be any person who is conditionally employed with the department as a recently hired law enforcement Officer.
- G. MRO – Medical Review Officer – The medical review officer is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have appropriate medical training to interpret and evaluate an Officer’s test results in conjunction with his or her medical history and any other relevant biomedical information.
- H. Last Chance Agreement – A standard letter of conditions for continued employment that is offered by the Chief, or the right to same is invoked by an Officer under certain conditions outlined in this order, after it has been determined that the Officer has violated this order.

48.7: PROCEDURES/RULES

A. General Rules

The following rules shall apply to all Officers, while on and off duty:

1. No Officer shall illegally possess any controlled substance.
2. No Officer shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.
 - a. Officers shall notify their immediate supervisor when required to use prescription medicine that may influence their job performance. The Officer shall submit one of the following:
 - 1) note from the prescribing doctor
 - 2) copy of the prescription
 - 3) show of the bottle label to his immediate supervisor
 - b. Supervisors shall document this information and retain the memorandum for at least thirty (30) days.
3. No Officer shall ingest any prescribed or over-the-counter medication in amounts beyond the recommended dosage.
4. Any Officer who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his supervisor so that appropriate medical steps may be taken to ensure the Officer’s health and safety.

5. Any Officer having a reasonable basis to believe that another Officer is illegally using, or is in possession of, any controlled substance shall immediately report the facts and circumstances to his supervisor.
6. Discipline of sworn Officers for any violation of this drug testing policy shall be in accordance with the due process rights provided in the department's rules and regulations, policies and procedures, and the collective bargaining agreement. (The officer may be immediately relieved of duty pending a departmental investigation at the discretion of the Chief of Police or Deputy Chief or his designee, when one of the following occurs:
 - a. a refusal to participate
 - b. probable cause
 - c. the Medical Review Officer determines that an Officer's drug test was positive.

B. Applicant Drug Testing

1. Applicants for the position of Police Officer shall be required to take a drug test as a condition of employment during a pre-employment medical examination.
2. Applicants shall be disqualified from further consideration for employment under the following circumstances:
 - a. refusal to submit to a required drug test, or
 - b. a confirmed positive drug test indicating drug use prohibited by this order.

C. Probationary Officer Drug Testing

All probationary recruit Officers shall be required as a condition of employment, to participate in any unannounced drug tests scheduled for the probationary period. The frequency and timing of such tests shall be determined by the Chief of Police or Deputy Chief or his designee. Probationary recruit Officer may be tested prior to completion of the probationary period. A probationary recruit Officer shall not be eligible for coverage under the last chance rehabilitation provision set forth in this order, except at the discretion of the Chief of Police or Deputy Chief.

D. Officer Drug Testing

Sworn Officers will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use, as provided below:

1. The Township may order an Officer to take a drug test upon document probable cause that the Officer is or has been using drugs. A summary of the facts supporting the order shall be made available to the Officer prior to the actual test.
2. Upon reasonable suspicion the Department may request, through an authorized representative of the Officer's labor association, that an Officer submit to a voluntary drug test. Submission to a voluntary drug test hereunder shall be subject to the frequency limitation found in Article IV, section D, subsection 4 herein. Any Officer voluntarily submitting to a drug test who tests positive as a consequence of said test, shall be eligible to invoke the last chance rehabilitation provisions set forth in this order. Any Officer who refuses to submit to a request for a voluntary drug test shall not be disciplined as a consequence of such refusal, but shall not be eligible for coverage under the last chance rehabilitation provision set forth in this policy for a period of three (3) years.
3. A drug test will be administered as part of any promotional physical examination required by this department.
4. All sworn Officers shall be uniformly tested during any unannounced, random testing required by the department. Random testing for all sworn Officers will not exceed twice in a 365-day period, except for those Officers assigned to the narcotics unit.
 - a. The Chief of Police or Deputy Chief or his designee shall determine the frequency and timing of such tests.
 - b. The president of the labor association, or his designee, will receive a list of the Officers that have been required to take a drug test after all Officers in that particular group have submitted, or have refused to submit, a urine sample to the laboratory testing personnel.
5. A drug screening test shall be considered as a condition of acceptance to the Narcotic Unit. Furthermore, the members of the Narcotic Unit will be tested randomly at least once every six months and also when an Officer leaves the unit. The Officers of the narcotic unit shall be eligible to invoke the last chance rehabilitation provision set forth in this order.

E. Penalty

Violation of any provision of this drug testing order shall be grounds for disciplinary action. Discipline shall be administered as set forth in the Township's rules and regulations, and may include discharge from the Police Department. Any discipline remains subject to review in accordance with the collective bargaining agreement.

F. Drug Testing Procedures

1. The testing procedures and safeguards provided in this order shall be adhered to by any laboratory personnel administering departmental drug tests.
2. Laboratory personnel authorized to administer departmental drug test shall require positive identification from each Officer to be tested before the Officer enters the testing area.
3. In order to prevent a false positive test result, a pre-test interview shall be conducted by testing personnel to ascertain and document the Officer's recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs. Divulgence by the Officer of medical information during the pre-test interview is voluntary, however, if the test results are positive, it will be mandatory that the officer divulge the necessary medical information to the Medical Review Officer so that the MRO may determine whether the test result is a false positive.
4. The testing area shall be private and secure. Authorized testing personnel shall search the testing area before an Officer enters same in order to document that the area is free of any foreign substances.
5. Where the Officer appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The Officer shall be permitted no more than eight hours to give a sample. During that time, the Officer shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the MRO..
6. The urine sample will be split and stored in case of legal disputes. The samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage. This sample shall be made available to the employee or his labor association representative prior to disciplinary action, should the original sample result in a legal dispute. The officer must request same within 72 hours of being notified of a positive and confirmatory test by the Medical Review Officer. All groups of negative samples may be destroyed after seven (7) days.

7. All specimen samples shall be sealed, labeled, initialed by the Officer and laboratory technician, and checked against the identity of the Officer. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing lab representative.
8. Whenever there is a reason to believe that the Officer may have altered or substituted the specimen to be provided, a second specimen shall be obtained within a reasonable period of time. The laboratory personnel will take the appropriate necessary steps to assure the integrity of the second specimen.

G. Drug Testing Methodology

1. The testing or processing phase shall consist of:
 - a. initial screening test
 - b. confirmation test – if the initial screening test is positive
2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as “confirmation pending.” Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained and verified by the MRO.
3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
4. The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse including heroine, amphetamines and barbiturates. Personnel utilized for testing will be qualified to collect urine samples, or adequately trained in collection procedures.
5. Concentrations of a drug at or about the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

	Initial Test Level (ng/ml)
Marijuana metabolite	100
Cocaine metabolite	300
Opiate metabolite	300*
Phencyclidine	25
Amphetamines	1000
Barbiturates	300

*25 ng/ml if immunoassay-specific for free morphine

Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory CG/MS test on a urine specimen that tested positive using a technologically different test than the initial screening method:

	Confirmatory Test Level (ng/ml)
Marijuana metabolite	15*
Cocaine metabolite	150**
Opiates	
Morphine	300+
Codeine	300+
Phencyclidine	25
Amphetamines	
Amphetamine	500
Methamphetamine	500
* Delta-9-tetrahydrocannabinol-9-carboxylic acid	
** Benzoylcegonine	
+ 25ng/ml if immunoassay-specific for free morphine	
Barbiturates	300

6. The initial and confirmatory test cutoff levels of this order are the same as that of the United States government which were published in the Federal Register, volume 54, number 230, dated December 1, 1989.
7. The laboratory selected to conduct the analysis shall be experienced and capable of assuring quality control, documentation, chain-of-custody, technical expertise and demonstrated proficiency in urinalysis.
8. Officers having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the letter will be placed in the Officer's personnel file upon the Officer's request.
9. Any Officer who interferes with the testing process or breaches the confidentiality of test results shall be subject to discipline.

H. Chain of Evidence – Storage

1. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
2. Where a positive result is confirmed, urine specimens shall be maintained in a secured, refrigerated storage area. If a dispute arises the specimens will be stored until all legal disputes are settled.

I. Drug Test Results

1. All records pertaining to departmental-required drug tests shall remain confidential and shall not be provided to other employers or agencies without the written permission of the person whose records are sought. However, medical, administrative, and immediate supervisory personnel may have access to relevant portions of the records as necessary to ensure the acceptable performance of the Officer's job duties.

J. Substance Abuse Rehabilitation Program

Officers may participate in a substance abuse rehabilitation program, however, participation after April 1, 2014 shall not prohibit drug testing under this policy.

K. Procedures for Implementation of the Last Chance Agreement

1. An Officer whose drug test has been confirmed positive by the Medical Review Officer during random or reasonable suspicion testing shall, (if found guilty during department disciplinary proceedings), be offered a last chance agreement.
2. At the discretion of the Chief of Police or Deputy Chief, the last chance agreement may also be offered to any officer whose drug test has been confirmed positive by the Medical Review Officer.
3. Standard letter of conditions for continued employment (last chance agreement) must be signed by an authorized representative of the department and the officer.
4. An Officer must attend and successfully complete an authorized rehabilitation program.
5. An Officer must sign a form releasing any and all information to management as may be requested.
6. An Officer must pass a medical examination administered by a medical facility designated by the Chief of Police or Deputy Chief prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.
7. An Officer may be allowed to use sick time and apply for a medical leave of absence if required, while undergoing rehabilitation.
8. Once authorized to return to duty, the officer must submit to periodic urinalysis on a timetable as may be determined by the Chief.

9. The Officer shall be subject to the terms of this program for three (3) years after their return to work.
10. The Officer must agree in writing that the Officer will be automatically terminated forthwith if a violation of any portion of the last chance agreement occurs at any time during its enforcement term.
11. The Officer must be advised that the Officer is not obligated to sign the agreement and be advised he has the right to seek the counsel of his legal and/or labor representative.

ARTICLE XLIX - LAST CHANCE AGREEMENT

Re: _____

Whereas, the above referenced individual was found guilty of violating the Departmental drug order on _____, and;

Whereas, the _____ will conditionally reinstate _____ to the same rank held at termination, provided the Officer is found by medical examination to be capable of performing all the duties of the classification as have been previously established by _____ and subject to the following terms and conditions being met and maintained;

Now, therefore, it is agreed that:

1. Officer must sign a form releasing any and all information to management as may be requested.
2. Officer must successfully complete a rehabilitation program as prescribed by an authorized rehabilitation source.
3. Officer must pass a medical examination administered by a medical facility designated by the Director of Civil Service prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.
4. Officer may be allowed to use sick time and may apply for a medical leave of absence if required, while undergoing rehabilitation.
5. Upon clearance by the medical facility designated by the Director of Civil Service, the Officer shall be returned to the Police Department at the rank of _____.
6. Once returned to duty, the Officer will present himself to the Township Department approved substance abuse rehabilitation center for evaluation, and agree to, as well as follow any and all directives given him by the rehabilitation center for a period of not more

- three (3) years. Officer _____ agrees to sign appropriate forms releasing any and all information to the Personnel Department as may be requested. Failure to follow the program directives is grounds for discharge.
7. Once authorized to return to duty, Officer _____ shall submit to controlled substance testing at the discretion of the Director of Civil Service. If any such test shows a positive result for the presence of a controlled substance, Officer _____ will be discharged from employment.
 8. In the event of termination, Officer _____ and the Association shall have recourse to the Grievance/Arbitration Procedures of the Agreement between Redford Township and the POAM for the sole purpose of challenging the validity of the finding of a positive test result. In the event a positive test result is found to be valid, the officer shall not have recourse in the grievance/arbitration procedure to contest the imposition of termination from employment.
 9. Officer _____ and the Association further agree that they waive any right to file any action in a court of law protesting the termination of Officer _____.
 10. Officer _____ will be credited with seniority, for promotional purposes, for time separated from the Police Department between _____ and the date of return to duty. No other wage or other benefits are due or owing, and Officer _____ waives any claims thereto.
 11. The Association shall withdraw with prejudice the grievance # _____ and shall release and discharge the Employer from any and all claims relating thereto. The Employer shall release and discharge the Union and Officer from any and all claims relating thereto. Officer _____ shall release and discharge the Association and the Employer from any and all claims relating to grievance # _____ including but not limited to the processing and arbitration of this grievance. Further, Officer _____ shall release the Employer and the Association from all liability and claims he may have had or now has with respect to his employment, whether such claims or liability arise under Federal or State statute, constitutional provisions, principles of common law, or under the collective bargaining agreement between the Township and the Police Officers Association of Michigan.
 12. All parties have had the opportunity to consult legal counsel and have carefully and completely read and understood all the terms of this settlement agreement. This settlement agreement is freely and voluntarily entered into by all parties without any duress or coercion.
 13. The parties agree that this agreement is entered into as a full and final settlement of the above referenced matter and shall not set a precedent. Furthermore, the actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim, or litigation.

ARTICLE L - CANINE OFFICER

50.1: The Charter Township of Redford and the Redford Police Officers Association have reached an agreement concerning the terms and conditions for the position of Canine Officer. The parties hereby set forth the terms of their Agreement.

- A. The Township shall have the discretion to establish the position of Canine Officer.
- B. The Chief of Police or Deputy Chief, at his sole discretion, at any time, may eliminate the Canine Officer position.
- C. An Officer assigned to the position of Canine Officer will be scheduled to work a twelve (12) hour shift. The hours and days of work shall be determined by the Chief of Police or Deputy Chief or his designee.
- D. The Department will maintain the right to reassign days off in lieu of overtime for training purposes.
- E. On a scheduled work day, the Canine Officer will work 7 hours and 30 minutes, with the last 30 minutes of the 8 hours spent in care, maintenance, and training of the canine. All care, maintenance and training of the canine shall be done on duty, unless overtime is authorized by the Chief of Police or Deputy Chief or his designee.
- F. On the Canine Officer's non-working days, the Officer shall be expected to spend thirty (30) minutes per day in the care, maintenance or training of the assigned canine, and shall be compensated for said thirty (30) minutes at one and one-half times his/her regular rate.
- G. If, for any reason, the Officer does not have control of the animal, such as the Officer is on vacation and the animal is kenneled or any other reason, then he/she will not be reimbursed for the care of the animal.
- H. The Canine Officer's hourly rate of pay shall be the same as that of the hourly rate of a patrolman in the Police Department. Call-in and overtime pay will be in accordance with the Collective Bargaining Agreement.
- I. The Parties believe and expect that the times for care, maintenance and training of the assigned canine, set forth above, will constitute all of the time required or needed to be spent by the Canine Officer in connection with their duties. Any Officer assigned to the duties of Canine Officer will be expected to review and execute a letter of agreement identical to the letter of agreement between the Township and the Union. In the event the Canine Officer is required to spend any additional time in the care, maintenance or training of an assigned canine beyond that set forth in the Letter of Agreement, the Canine Officer will immediately notify the Chief of Police or Deputy Chief or his designee and receive prior approval.

- J. Uniforms shall be as directed by the Chief of Police or Deputy Chief and provided for by the Department.
- K. The Police Department will provide the following:
 - 1. Food
 - 2. Equipment needed for program (as approved)
 - 3. Payment of veterinary bills (as approved)
- L. The Canine Officer shall reside within a distance that will allow him/her to respond to a scene within the Township within a fifteen (15) minute period of time of the call back. This requirement is based on expert opinion that for a canine to be effective it must be at the scene within a period of fifteen minutes.
- M. The Canine Officer, should he/she decide to reside outside the fifteen (15) minute call back shall notify the Department as soon as possible. The canine will be returned to the Department for further disposition. There will be no reprisals whatsoever for his/her decision to reside beyond the fifteen (15) minute limit.
- N. The Charter Township of Redford is the sole owner of this animal and shall make all major decisions regarding the health, safety and management of the animal as well as final disposition of the animal upon retirement, health of the animal, as well as the success of the animal's training and the ending of the canine program.

ARTICLE LI - PROFESSIONAL ASSOCIATION DUES

51.1: Effective April 1, 2021 the Township hereby agrees to pay for the dues of all members in the following:

- A. POAM Civil/Criminal Representation program.

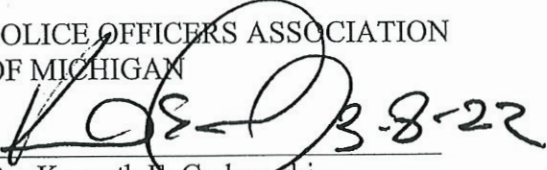
ARTICLE LII - TERM OF AGREEMENT

52.1: This Agreement shall be effective April 1, 2021, and continue in full force and effect until March 31, 2025, other than as to wages only which shall remain in full force and effect until March 31, 2026. The parties shall, at the option of either, begin negotiations any time after March 31, 2024.

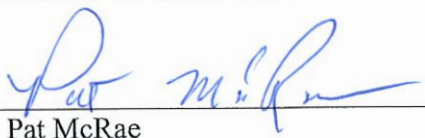
April 1, 2021 through March 31, 2025
Charter Township of Redford and POAM
Signature Copy

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 26th day
of October, 2021.

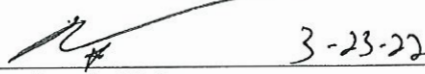
POLICE OFFICERS ASSOCIATION
OF MICHIGAN


By: Kenneth E. Grabowski
Its: Business Agent


TOWNSHIP OF REDFORD

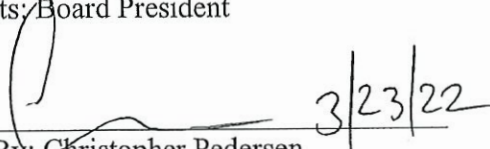

By: Pat McRae
Its: Supervisor

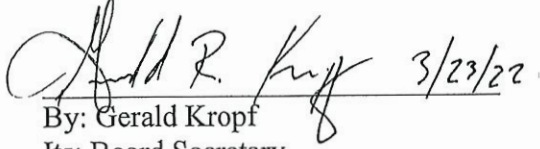
REDFORD TOWNSHIP POLICE
OFFICERS ASSOCIATION

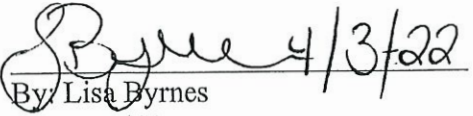

By: Dustin Nelson
Its: Board President

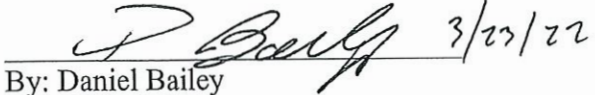
TOWNSHIP OF REDFORD



By: Garth Christie
Its: Clerk


By: Christopher Pedersen
Its: Board Vice President


By: Gerald Kropf
Its: Board Secretary


By: Lisa Byrnes
Its: Board Treasurer


By: Daniel Bailey
Its: Former Board President


By: Michael Brusseau
Its: Former Board Secretary

APPENDIX A - WAGE SCHEDULE

<u>Patrol Officer</u>	<u>3/31/2021</u>		<u>1.5%</u> <u>4/1/2022</u>	<u>1.5%</u> <u>4/1/2023</u>	<u>2.0%</u> <u>4/1/2024</u>	<u>3%</u> <u>4/1/2025</u>
Start	\$51,699.60	Start	\$52,475.09	\$53,262.22	\$54,327.47	\$55,957.35
Year 1	\$56,124.00	Year 1	\$56,965.86	\$57,820.35	\$58,976.76	\$60,746.12
Year 2	\$60,690.96	Year 2	\$61,601.32	\$62,525.34	\$63,775.86	\$65,689.20
Year 3	\$65,396.88	Year 3	\$66,377.83	\$67,373.50	\$68,720.98	\$70,782.68
Top	\$72,000	Top	\$73,080	\$74,176.20	\$75,659.73	\$77,929.60

<u>Dispatcher</u>			<u>4/1/2022</u>	<u>4/1/2023</u>	<u>4/1/2024</u>	<u>4/1/2025</u>
Start	\$39,807.99	Start	\$40,929.85	\$42,076.42	\$43,461.21	\$44,765.09
Year 1	\$43,215.94	Year 1	\$44,433.84	\$45,678.56	\$47,181.91	\$48,597.41
Year 2	\$46,731.50	Year 2	\$48,048.48	\$49,394.45	\$51,020.10	\$52,550.75
Year 3	\$50,355.92	Year 3	\$51,775.04	\$53,225.40	\$54,977.13	\$56,626.50
Top	\$55,440	Top	\$57,002.40	\$58,599.20	\$60,527.78	\$62,343.68

Only full-time employees (patrol and dispatch) on the payroll as of October 26, 2021 shall receive any retroactive wage payments due under this Agreement.