

BARGAINING AGREEMENT  
BETWEEN  
THE TOWNSHIP OF REDFORD  
AND REDFORD TOWNSHIP COMMAND OFFICERS ASSOCIATION  
Effective April 1, 2012 to September 30, 2016

REDFORD TOWNSHIP/COMMAND  
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THIS AGREEMENT is entered into this 25th day of November, 2014, by and between the Township of Redford (hereinafter referred to as "Employer" or "Township") and the Redford Township Command Officers Association, (hereinafter referred to as "COAM").

ARTICLE I  
PURPOSE AND INTENT

- 1.1: The intent of this Agreement 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.
- 1.2: The parties hereto acknowledge the responsibility of Redford Township and its Police Department to provide for the safety, protection and well-being of all citizens of Redford Township and others who may be within the Township limits. Both the Township and the COAM recognize that the primary obligation of the Police Department is to serve the citizens of the Township.

ARTICLE II  
RECOGNITION

- 2.1: Pursuant to the laws of the State of Michigan, the Township does hereby recognize the COAM as the exclusive representative of all police officers in the rank of captain, lieutenant, and sergeant for the purposes of collective bargaining with respect to rates of pay, hours, wages, grievances and other conditions of employment. Such recognition specifically excludes clerical employees who may be hired or are presently employed by the Township police department, as well as any police officer below the rank of sergeant. It is expressly agreed that this unit is recognized as a unit by virtue of classification only (i.e., rank), without regard to duties or working capacity of such rank.

ARTICLE III  
MANAGEMENT RIGHTS

- 3.1: The COAM recognizes the right of the Township to operate and manage its affairs in all respects in accordance with its responsibilities. The powers or authority which the Township has not officially abridged, delegated or modified by this Agreement are retained by the Township.

- 3.2: This COAM recognizes the exclusive right of the Township to establish work rules, determine schedules of work, determine and establish methods, processes, and procedures by which such work is to be performed, as well as set work standards. The Township also reserves the right to make work assignments in emergency situations.
- 3.3: The Township has the right to schedule overtime work as required in a manner most advantageous to the Township and consistent with requirements of municipal employment and the public safety.
- 3.4: It is understood by the parties that every incidental duty connected with assignments enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by such employees.
- 3.5: The Township reserves the right to classify positions based on assigned duties and responsibilities or make changes in assigned duties and responsibilities.
- 3.6: The Township reserves the right to discipline or discharge for cause.
- 3.7: The Township reserves the right, in accordance with Article X (Seniority) to lay off for lack of work or funds, or for occurrence of conditions beyond the control of the Township, or where such continuation of work would be wasteful and unproductive.
- 3.8: 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 supervisor or 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 performances 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, and certifying payrolls subject to the provisions of this Agreement.

- D. The responsibility of Township heads are governed by statute provisions, ordinances, and departmental rules subject to the provisions of this 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.

ARTICLE IV  
ASSOCIATION SECURITY

To the extent of the laws of the State of Michigan and the United States permit:

- 4.1: It is agreed that all employees employed as sergeants, lieutenants and captains in the Redford Township Police Department shall, within thirty (30) days of employment become members of the Redford Township Command Officers Association or pay a service fee in an amount equal to the regular monthly dues of a COAM member as a contribution toward the administration of this Agreement.
- 4.2: The Township, upon receipt of written notice from the Association that an employee has failed to pay his Association dues or has failed to pay the aforementioned service fee, as the case may be, shall terminate the employment of said employee within thirty (30) days from the date of said notice, unless said employee presents a letter from the Association, or submits other proof stating that he has paid his Association dues or the service fee, as the case may be, prior to the expiration of the above mentioned thirty (30) day period.

ARTICLE V  
PAYMENT OF ASSOCIATION OR SERVICE FEE

- 5.1: During the life of this Agreement and to the extent the laws of the State of Michigan permit, the Township agrees to deduct periodic Association fees from the pay of each employee covered under this Agreement who executes or has executed an "Authorization for Association Dues or Service Fee Deduction" form.
- 5.2: Deductions shall be made only in accordance with the provisions of said "Authorization for Association Dues or Service Fees Deduction" form.
- 5.3: A properly executed copy of such "Authorization for Association Dues or Service Fee Deduction" form for each employee for whom periodic Association dues or service fees are to be deducted shall be delivered to the Township before any payroll deductions are made. Any "Authorization for Association Dues or Service Fee Deduction" forms which are incomplete or in error will be returned promptly to the designated financial officer of the Association.
- 5.4: When Deductions Begin. Payroll deductions under all properly executed written authorizations shall become effective at the time the application is received by the Township, and shall be deducted from the first pay of the month and each month thereafter, or from each biweekly pay period.
- 5.5: Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to the designated financial officer of the Association with a list for whom dues have been deducted as soon as possible after the 15<sup>th</sup> day of each following month.
- 5.6: Termination of Payroll Deductions. An employee shall cease to be subject to payroll deductions beginning with the month immediately following the month in which he is no longer an employee of the bargaining unit (by reason of death, quit, discharge, layoff, transfer, or for any other reason). The Association will be notified of the names of such employees by the Township following the end of each month in which the termination took place.

ARTICLE VI  
ASSOCIATION RESPONSIBILITIES

- 6.1: The COAM as a lawful association 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:

- 6.2: That all services performed by employees included in this Agreement are performed under State and Local law and for and in the public interest and are essential to the public welfare. The COAM and 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 of work, or in any work slowdown or other interference with any of the services of the Township of Redford. The occurrence of any such acts or actions prohibited in this section by the COAM shall be deemed a violation of this Agreement.
- 6.3: In the event of any unauthorized slowdown or work stoppage of any nature, the COAM will take immediate steps to bring the work force back to normal. The COAM 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 COAM shall not be liable, however, for the acts or actions hereinbefore enumerated not caused or authorized directly or indirectly by the COAM.
- 6.4: In any event, whether or not the COAM 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 employees.

ARTICLE VII  
REPRESENTATION

- 7.1: The president and other officers of the COAM shall be allowed reasonable time off during working hours without loss of time or pay to conduct negotiations and handle grievance matters, with the approval of the Police Chief and subject to the operational needs of the Redford Township Police Department.
- 7.2: Such time shall not be an unreasonable amount of or arbitrarily withheld by the Township. A COAM representative shall not participate in any activity during working hours regarding the COAM unless his particular duties on the shift to which he is assigned have been properly covered. Under the above conditions the employee, if such activity is during working hours, shall be compensated at his regular wage rate.
- 7.3: If negotiations take place during the time a member of the COAM bargaining committee would normally be working, he shall be compensated at this regular wage rate for such time.

- 7.4: The Union Executive Board members (not to exceed four) shall be allowed to attend the COAM delegates meeting one day per year per Board member at the discretion of the department with no accumulation.
- 7.5: No overtime shall be paid under any conditions to compensate a representative for COAM activity.
- 7.6: The president of the COAM or his designee shall be allowed up to five (5) days off per year for union business.

ARTICLE VIII  
GRIEVANCE PROCEDURE

- 8.1: A grievance, subject to the following procedures, shall include any and all disciplinary actions taken by the Employer, and any and all questions and disputes involving contract interpretations.
- 8.2: The Association shall have the right to file a group grievance as to a question or dispute involving more than one employee which shall be filed in accordance with the terms of this provision.
- 8.3: If an employee considers that he has a grievance during the term of this Agreement as to interpretation or application of the provisions of this Agreement, an earnest effort should be made to resolve the same promptly in the following manner:

Step One. The employee shall take up the grievance verbally with the Police Chief or, in his absence, his/her designee, within seven (7) days of the date of the occurrence or knowledge of the occurrence. If the employee wishes the Association to handle the grievance from the beginning, this may be done. The Police Chief or his/her designee, as the case may be, shall verbally respond to the grievance within seven (7) days of said presentation.

Step Two. If the grievance is not resolved at Step One, the grievance shall be reduced to writing and submitted to the Police Chief within seven (7) days after receiving the answer provided in Step One. The Police Chief or his/her designee shall respond in writing within seven (7) days of receipt of the written grievance.

Step Three. If the grievance is not resolved at Step Two, the grievance may be appealed to the Township Supervisor or the Fire and Police Civil Service Commission of Redford Township within five (5) days of the Police Chief or his/her designee's answer in Step Two.

- A. If the Union elects to appeal to the Fire and Police Civil Service Commission, a hearing will be held in conformity with Act 78 within ten (10) days. If the Commission determines it has jurisdiction, the Union will be determined to have elected its remedy and any disagreement or appeals will be to circuit court. If the Commission determines it does not have jurisdiction, the grievance can be submitted to the Supervisor.
- B. If the Union elects to appeal to the Township Supervisor, a conference shall be held with the Supervisor or his/her designee within five (5) days. Within five (5) days following the conference, the Supervisor shall provide the Union with his/her written answer. Selection of the Supervisor waives the right to review by the Police and Fire Civil Service Commission and appeals of the Supervisor's decision will be to arbitration.

Step Four. If the COAM determines that it is not satisfied with the decision of the Supervisor, the COAM may request arbitration by written notice within fifteen (15) days of the Supervisor's decision. For arbitration, the parties may agree to an arbitrator so long as the arbitrator has at least three (3) years of arbitration experience. A list of potential arbitrators will be developed by the parties. If the parties agree upon an arbitrator, that arbitrator shall have jurisdiction for the one particular grievance. If the parties do not agree to an arbitrator, the American Arbitration Association or the Federal Mediation Conciliation Service will be utilized. If the parties utilize the American Arbitration Association or the Federal Mediation and Conciliation Service, the procedural rules of that particular organization shall be followed.

- 8.4: The arbitrator so selected will hear the matter promptly and will issue his/her 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/her findings of fact, reasoning and conclusions on the issue submitted.
- 8.5: The power of the arbitrator stems from this Agreement and his/her function is to interpret and apply this Agreement and to pass upon alleged violations thereof. He/she shall have no power to add to, subtract from or modify any terms of this Agreement, nor shall he/she have any power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the Township, the Association and the grievant.

- 8.6: The Commission and/or arbitrator, when considering a contract grievance, shall limit its (his/her) decision strictly to the interpretation, application or enforcement of this Agreement and it (he/she) 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.
- 8.7: The Commission and/or arbitrator shall be without authority or require the Township 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.
- 8.8: No settlement at any stage of the grievance procedure, except a commission or arbitrator's decision, shall be precedent in any future grievance and no settlement shall be admissible in evidence in any subsequent grievance proceedings.
- 8.9: During the pendency of any proceedings, and until 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.
- 8.10: There shall be no reprisals of any kind by administrative personnel taken against the grievant, any party in interest of his/her COAM representative, or any other participant in the procedure set forth herein by reason of such participation.
- 8.11: Time limits between the various steps may be extended by mutual written agreement.
- 8.12: The costs for the arbitrator's services, including his/her expenses, shall be borne equally by the parties. Each party shall pay for its own expenses.
- 8.13: Any grievance not appealed in writing to the next step within the time prescribed from the decision concomitant with any of the steps under the grievance procedure, including appeals to the Civil Service Commission and arbitration, shall be considered settled on the basis of the Township's last answer.
- 8.14: Any grievance settlement shall be made in accordance with the terms and spirit of this Agreement.

- 8.15: Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case.
- 8.16: Representatives designated or selected for the purpose of collective bargaining by the majority of the COAM, in a unit appropriate for the purpose, shall be the exclusive representatives of all the employees in such unit for the purpose of collective bargaining in respect to rate of pay, wages, hours of employment, or other conditions of employment, and shall be so recognized by the Township of Redford; provided, that any individual employee, at any time, may present grievances to the Police Chief or his/her designee and have the grievance adjusted without representation of the bargaining representative, if the adjustment is not inconsistent with the terms of the collective bargaining contract or agreement then in effect; and provided, that the bargaining representative has been given opportunity to be present at such adjustment as representative of the COAM.
- 8.17: Where a grievance of an employee affects a number of employees and concerns matters which are similar in nature, such a grievance may be submitted in writing directly to the Police Chief or his/her designee in accordance with Step Two as a representative grievance, the disposition of which would be applicable to other employees similarly affected.
- 8.18: Notwithstanding the available steps under the present grievance procedure, in the event of a clear case of emergency as determined by the executive board of the COAM, the employee can submit the grievance directly to the Police Chief or his/her designee who will then decide whether to waive the preceding grievance step. If the Police Chief or his/her designee waives Step One of the grievance procedure, he/she will then submit the grievance in accordance with Step Two of the grievance procedure.

ARTICLE IX  
COMPUTATION OF BACK WAGES

- 9.1: Any claim for back wages shall not exceed the amount of wages the employee would otherwise have earned at his regular determined wage rate.

ARTICLE X  
SENIORITY

- 10.1: Departmental seniority of a police officer shall be from the date of his/her appointment as a police officer. Seniority within a classification shall be based

upon the date of the appointment to said classification. Persons on unpaid leave shall not accrue seniority while on leave status.

- 10.2: An employee shall forfeit his seniority rights for the following reasons:
- A. resignation;
  - B. layoff for a period of two (2) years;
  - C. discharge for just cause;
  - D. absent without leave for a period of five (5) days or more;
  - E. retirement;
  - F. failure to return to work within ten (10) days from the date of his/her certified mailing of recall notice.
  - G. failure to return to work within the time limit of a leave of absence or an extended leave of absence.
- 10.3: A seniority list shall be furnished to the Association by the Township once each year.
- 10.4: For the purpose of furloughs and demotions, for other than cause, seniority shall be within the classification.
- 10.5: Demotions, for other than cause, shall be according to classification seniority; the last employee appointed in the classification shall be the first employee demoted, provided, however, an officer demoted to a lower classification shall apply both his seniority in his previous classification(s) and in the demoted to classification in determining the officer's classification seniority in the demoted to classification. Seniority under this provision shall not apply to demotions for cause.

ARTICLE XI  
PAID LEAVE TIMES

Consistent with past practice all leave time (sick, vacation, personal, holiday, chit or compensatory) is earned, accrued, used, forfeited, or paid out in hourly increments. Except for holidays, all other leave time may be utilized in one-hour increments.

ARTICLE XII  
HOLIDAY PAY

12.1: Each employee shall be paid for thirteen (13), eight (8) hour holidays each year of this Agreement. Payment will be made for holiday pay on or before the first pay period in December of each year, but in no event later than December 15<sup>th</sup>, and shall be paid at the time other Police and Fire employees receive their holiday pay. Employees shall be entitled to pay for the following holidays:

- |                          |                            |
|--------------------------|----------------------------|
| 1. New Year's Day        | 7. Labor Day               |
| 2. Washington's Birthday | 8. Veterans' Day           |
| 3. Lincoln's Birthday    | 9. Thanksgiving Day        |
| 4. Memorial Day          | 10. Christmas Day          |
| 5. Easter                | 11. Employee's Birthday    |
| 6. Fourth of July        | 12. Christmas Eve          |
|                          | 13. Martin Luther King Day |

ARTICLE XIII  
VACATION

13.1: Employees who have been members of COAM prior to October 16, 2009, shall be entitled to the following vacation annually:

1 - 5 years	160 hours
6 - 7 years	168 hours
8 - 9 years	176 hours
10 -14 years	184 hours
15 -19 years	192 hours
20 -24 years	200 hours
25 years	208 hours

13.2: Any employee promoted into the COAM bargaining unit after October 16, 2009, shall be entitled to accrue a maximum of twenty-two (22) vacation days per year, using the accrual schedule as provided for in Section 13.1 above.

13.3: Such service will be computed on completed years as of March 31<sup>st</sup> of each year.

13.4: Each employee shall be entitled to take ten (10) days (road patrol - twelve (12) days) of his earned vacation between June 15<sup>th</sup> and September 1<sup>st</sup> of each year, except in the case of actual emergency.

13.5: Each employee with five (5) years or more of service as of March 31<sup>st</sup> each year shall be entitled to accumulate and carry over into the following year up

to thirty (30) vacation days and shall be entitled to take such vacation except in case of actual emergency. However, only up to fifteen (15) unused vacation days may be included in a retiring employee's final average compensation.

- 13.6: If a scheduled vacation is canceled because of Police Department business authorized by the Police Chief or a court appearance ordered by a court of competent jurisdiction, said vacation time may be carried into the next vacation year, but it must be used in the year to which it is carried over.
- 13.7: Each employee is required to use at least one, five (5) consecutive workday period off in the course of the Township's fiscal year for vacation.

#### ARTICLE XIV OVERTIME

- 14.1: Each employee required to work beyond his regular shift shall be paid overtime pay at the rate of one and one-half (1 1/2) times his normal pay. (See Subsection 14.10 for overtime computation rates).
- 14.2: Notwithstanding anything to the contrary herein, sick leave or bereavement leave shall not count towards hours worked to trigger an employee's entitlement to overtime pay. The Township shall have until December 1, 2010 to send notice to the COAM to nullify this new provision should the Township determine in its sole discretion that this new provision is without benefit to the Township.
- 14.3: Traffic Detail. Any employee who voluntarily works the Police Department's Traffic Detail Program shall be paid his/her usual overtime rate for all hours worked as part of the Traffic Detail Program. The parties acknowledge that the Township reserves the right to change or delete the Traffic Detail Program at its sole discretion.
- 14.4: Each employee called back from off-duty shall receive call-in pay in the minimum amount of two (2) hours at the rate of time and one-half (1 1/2) overtime pay. This does not apply to special details paid for by outside agencies which will be paid in the minimum amount of four (4) hours at one and one-half (1 1/2) times normal pay.
- 14.5: Any employee called back from off-duty for a court appearance, in circuit court or district court, or for the appearance at the Secretary of State or any other legal proceeding, shall be paid at the rate of one and one-half (1 1/2) times his regular rate with a minimum of two (2) hours, police station to police station.

14.6: Any employee required to be on stand-by for circuit court shall be paid at the rate of two (2) hours regular pay for morning session and two (2) hours regular pay for afternoon session. The morning session ends at 12:30 p.m.

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

By a ratio of four (4) reserves to one (1) uniform regular in the following order: uniform regular, reserve, reserve, reserve, reserve, uniform regular, reserve, reserve, reserve, reserve. The ratio of six (6) reserves to one (1) uniform regular may be utilized during the Christmas holiday period, November 15<sup>th</sup> through December 25<sup>th</sup>, for shopping center details only.

14.8: Overtime for special details shall be selected from a master list of RTPOA and COAM members who have placed their names on the list. Overtime for special details will be equalized between those employees. Any employee who refuses the overtime will be charged with the time he would have worked. Any member of the RTPOA or COAM who is not on the current special detail list may place his/her name on the new list that begins in January of each year. This list will run yearly from January to December 31<sup>st</sup>. Employees will only be allowed to place their name on the new list before it goes into effect.

14.9: Officers shall have the option of accruing a maximum of one-hundred twenty (120) hours of compensatory time. All hours in excess of one-hundred twenty (120) hours shall be paid in the next pay following. Compensatory time may only be used with prior approval of the Police Chief or his Designee. In addition, the use of compensatory time shall not be permitted if it will result in overtime. Compensatory time not used by March 31 of each year can be paid out at straight time if the employee requests. An employee shall request compensatory payout on/before February 28 of that year.

14.10: Overtime computation rates shall be as follows:

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

14.11: The above overtime provisions shall not apply to the preparation for and attendance at roll call before the start of the regular duty shift and the follow-up at the end of the regular duty shift. Officers participating in and preparing such roll call shall receive ten (10) hours pay per year payable December 1<sup>st</sup>

of each year for said participation and preparation. Officers assigned to the road patrol shall receive an additional ten (10) hours of roll call time.

- 14.12: 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 for the overtime he/she has worked; when not in conflict with 14.2.

ARTICLE XV  
WORKING OUT OF CLASSIFICATION

- 15.1: In the event an officer shall work out of classification by assuming the duties of a higher ranking officer, he /she shall not be compensated at the rate of the higher rank if the officer works four (4) of the officer's straight work days or less in said higher rank. Payment will be made to all officers working out classification at the rate of the higher rank if the officer works any more than four (4) of the officer's straight work days or more, and in that event he/she shall be paid for the full periods he/she works. When the need arises for an officer in the patrol division to assume the duties of a lieutenant for more than four (4) straight work days, only the senior sergeant on the shift involved shall be compensated at the rate of the higher rank for the total period the senior sergeant assumes the duties of the higher ranking officer.
- 15.2: The provision herein specifically shall conform to Act 78 and shall not exceed ninety (90) days. Further, there shall be no more than one appointment to each position.

ARTICLE XVI  
ON CALL

- 16.1: Each officer covered by this Agreement, if required by the needs of the department to remain on call that he/she might be called into duty in hours he/she would not normally be on duty, shall receive three (3) hours straight time payment for every sixteen (16) hours of being on call. If called into duty, the overtime provisions of this Agreement shall apply.

ARTICLE XVII  
SICK LEAVE

- 17.1: A: Members of the COAM bargaining unit as of October 16, 2009, shall accumulate sick leave at a rate of eight (8) hours for each complete month of service.
- B. Employees promoted into the COAM bargaining unit after October 16, 2009, shall accumulate sick leave at a rate of 6.667 hours for each month of service (up to ten [10] days per year).

- 17.2: A: Members of the COAM as of October 16, 2009 who have in excess of 600 sick leave hours upon separation from employment shall have their unused accumulated sick hours paid out as follows:

One hundred percent (100%) of the accumulated sick leave will be paid in cash to the employee at the employee's current rate in the event of termination of employment, retirement, duty disability retirement, or in the case of death, to the employee's beneficiary or estate. In no event shall an employee receive less than 640 hours if the employee has accumulated 640 hours or more. In no event will an employee receive more than 640 hours.

Members promoted into the COAM bargaining unit will bring forward all sick leave days that they have accrued in their sick leave banks.

- B: Any employee whose most recent date of hire is prior to October 16, 2009 and is promoted into the COAM and any member of the COAM as of October 16, 2009 who has less than 600 sick hours banked shall not be permitted to exceed 600 sick hours in their banks.
- C. Moreover, any member of the COAM bargaining unit as of October 16, 2009 or later, whose sick bank drops below 600 hours shall not be permitted to rebuild his/her sick bank back above 600 hours.
- 17.3 A: An employee who has in excess of 75 sick leave days and who exhausts all available sick leave due to non-work related illness or injury shall be compensated at eighty percent (80%) of their base rate by the Township. This compensation shall start from the time of the employee's use of his/her last sick day for a period not to exceed 120 working days. During this period the employee will continue to be carried on the Employer's medical insurance. The employee will retain seniority rights but no other benefits will accrue. At the end of the 120 working day period, the employee will be considered on unpaid leave wherein no benefits accrue.

The employee may purchase group health insurance, provided a small service fee is paid in accordance with COBRA.

B: An employee who has 75 or fewer sick leave days and who exhausts all available sick leave due to non-work related illness or injury shall be compensated at eighty percent (80%) of their base rate by the Township. This compensation shall start from the time of the employee's use of his/her last sick day for a period not to exceed one (1) calendar year. During this period the employee will continue to be carried on the Employer's medical insurance. The employee will retain seniority rights but no other benefits will accrue. At the end of the calendar year period, the employee will be considered on unpaid leave wherein no benefits accrue. The employee may purchase group health insurance, provided a small service fee is paid in accordance with COBRA. The Township, in its sole discretion, can agree to continue the eighty (80%) percent base pay to any employee for any additional period beyond one (1) calendar year. However, the Township is under no obligation to do so.

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

17.5: If, during a full completed year ending March 31<sup>st</sup>, the officer uses 0-4 sick days he/she shall receive 24 additional vacation hours; provided however, personal business days may not be used for sick days, and if an officer so uses any personal business day as a sick day, he/she shall forfeit his/her right to any of the additional vacation days provided hereunder for the year involved.

17.6: Doctor's approval to return to work will be required after an absence of five (5) consecutive full work days or more.

Doctor's approval may be required by the Police Chief or his/her designee to return to work after six (6) sick occurrences within any twelve-month period in which each absence is one or more full days.

#### ARTICLE XVIII BEREAVEMENT LEAVE

18.1: If a death occurs, an employee shall be allowed to use sick, vacation or personal leave for bereavement purposes up to five (5) full working days from the date of death to attend the funeral. Use of sick, vacation or personal

leave will not be unreasonably denied for bereavement use. Time in excess of five days may be requested subject to the Police Chief's approval. Denial may be appealed to the Township's Administrative Committee. Use of sick time for bereavement will not be used against the employee with regard to doctor's approvals or bonus vacation days.

ARTICLE XIX  
INSURANCE

19.1: Life. Each officer shall receive life insurance in the amount of fifty thousand dollars (\$50,000) with double indemnity. Such insurance may be continued on by the officer upon retirement or other voluntary departure at the employee's expense.

Should a retired member die before attaining the age of 65, the retired member's spouse or estate shall receive \$2,000.

19.2: Hospitalization.

A. Each officer, along with his spouse and children up to age-26 per the ACA, shall be provided with Blue Cross/Blue Shield, FB-2; \$1,300/\$2,600 high deductible plan, or its equivalent, along with a prescription rider. Such insurance, or its equivalent, shall include retirees and their dependents and such policy shall be paid in full by the Township less employee premium sharing obligations.

The Township shall contribute the full amount of the deductible on January 1st of each year, or the date the Township converts to the High Deductible Blue Cross/Blue Shield plan.

B. Any employee that is promoted after the signing of this contract, shall bring forward with them when promoted into this bargaining unit whatever health insurance benefit and cost sharing obligations (co-pays and premium sharing) he/she was entitled to on the date prior to the promotion into this bargaining unit if such health insurance coverage is considered in the Township's discretion to be less of a benefit to the promoted employee (in terms of insurance coverage and cost sharing obligations) than the health insurance coverage provided to then current COAM members. As an example if a patrol officer with dependents on the day before his/her promotion into the COAM was receiving single subscriber coverage from the Township and using payroll deductions to obtain "family coverage" that promoted officer would maintain his/her single subscriber coverage and continue payroll deductions to maintain his/her "family coverage."

- 19.3: 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. The Township shall provide COAM with a list of union members who have failed to timely turn in required enrollment paperwork seven (7) days before the Township removes a member or a member's dependents from provided health insurance coverage.
- A. All employees shall pay ten (10) percent of the annual premium or illustrative rate for medical and prescription coverage.
  - B. Retirees' medical coverage will be the same as it is for active employees at the time of retirement less any weekly co-pays provided; retiring Township elected officials whose retirement would occur during the term of this Agreement are also required to co-pay their health insurance.
  - C. Physician prescribed pap tests, mammograms, prostate examinations and PSAs are included in current retirees BC/BS coverage.
  - D. Retirees' coverage for optical and dental will remain the same as for working employees.
  - E. COAM members may not add a spouse or dependents to insurance coverage after retirement.
  - F. Any employee who retires prior to January 1, 2010, shall have the same cost sharing obligations for health care in retirement as provided in the collective bargaining agreement that expired on March 31, 2009.
  - G. Members retiring on or after January 1, 2010, shall be obligated to pay all deductibles and co-pays in effect on the date of retirement, as well as five (5%) percent of the annual premium or illustrative rate for medical and prescription coverage. There shall be an annual cap of \$2,000 to the retiree (or surviving spouse or surviving dependent) for cost sharing for health care coverage. This cap shall not apply to: prescription drug co-pays, office visit co-pays, emergency room fee/co-pays, optical co-pays or dental co-pays.
- 19.4: Employees retiring under this Agreement must apply for Medicare when they first become eligible. Furthermore, employees retiring under this Agreement must apply for Medicare Part B at the retiree's expense.
- 19.5: Those who retire before full pension is available (25 years or more) are not eligible for any health care plans provided at Employer's expense.

- 19.6: Health care shall cover employees and spouses and children per the ACA, up to the maximum age as permitted by applicable law. The same coverage shall apply for retirees retiring with full pension or medical retirement. However, employees retiring under this Agreement may not add dependents or spouses to their health insurance after they have left the service of the Township.
- 19.7: A. Spouses or dependents with health insurance available from sources other than Redford Township cannot opt out for remuneration in lieu of coverage.
- B. In the event of an employee's death while the employee was on active service less than fifteen (15) years, the Township shall pay for the health care coverage the employee had for six months from the date of death. Thereafter, the spouse or dependent may pay premiums under the provisions of Federal law. In the event of an employee's death while the employee was on active service in excess of fifteen (15) years, the Township shall provide health care coverage for the employee's spouse and/or dependents less any bi-weekly co-pays. This coverage will, however, be secondary to any other health care coverage of any kind or nature available elsewhere to the spouse and/or dependent.
- 19.8: The parties agree to discuss health care coverage provisions only, at any time during the course of the contract, when the Employer wishes to offer comparable and new health care provisions as a consequence of changing health care providers.
- 19.9: Insurance Opt Out: Employees who opt-out of provided insurance coverage will be paid \$125.00/bi-monthly for a total of \$3,250.00/annually. In order to qualify for this benefit, employees must present sufficient documentation to demonstrate that they have other available insurance coverage through a spouse or other legally permitted means.

Opting out of healthcare coverage will not preclude and 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).

- 19.10: Dental. The Township will provide for dental insurance coverage for bargaining unit employees; the insurance plan shall be equivalent to Blue Cross/Blue Shield dental program, provided 75/50/50 MBL \$2,000.00 paid benefits, or a similar plan providing equal or better benefits at the discretion of the Township.
- 19.11: Optical. The Township will provide bargaining unit employees an optical program. Said employees' program is to be Blue Cross/Blue Shield Optical Program No. S/B 4770 Series 80, or a similar program providing equal or greater benefits, at the discretion of the Township.

ARTICLE XX  
UNEMPLOYMENT COMPENSATION

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

ARTICLE XXI  
PAYMENT FOR DUTY CONNECTED INJURY

- 21.1: In the event any employee is injured in the performance of his/her duty as a Redford Township police officer, whether during scheduled hours or otherwise, he shall receive the difference between his/her full pay and his/her Worker's Compensation for the period of his/her disability, not to exceed one year. Thereafter he/she shall receive Worker's Compensation for the length of his/her injury, if eligible, under the Workers' Compensation statute.
- 21.2: In the event an employee is injured in a motor vehicle accident in the course of his/her 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 parties agree that this provision shall not be construed to prevent an employee from recovering damages from a third party or parties who may be responsible for the injury and any such damages shall not be subtracted from personal protection insurance benefits otherwise payable for the injury.

The intent of this section is to prevent the Township from having to pay duplicate benefits to an employee arising out of a motor vehicle accident.

ARTICLE XXII  
LONGEVITY

22.1: Each officer shall receive longevity pay per schedule listed below. This pay shall be rolled into each employee's hourly rate of pay and adjusted each April 1<sup>st</sup> of this Agreement to reflect the noted increases.

COMPLETED YEARS OF SERVICE	AMOUNT FOR EACH YEAR	LONGEVITY AMOUNT
1	\$0	\$0
2	\$0	\$0
3	\$0	\$0
4	\$0	\$0
5	\$65	\$325
6	\$65	\$390
7	\$65	\$455
8	\$65	\$520
9	\$65	\$585
10	\$65	\$650
11	\$65	\$715
12	\$65	\$780
13	\$65	\$845
14	\$65	\$910
15	\$70	\$1,050
16	\$70	\$1,120
17	\$70	\$1,190
18	\$70	\$1,260
19	\$70	\$1,330
20	\$75	\$1,500
21	\$75	\$1,575
22	\$75	\$1,650
23	\$75	\$1,725
24	\$75	\$1,800
25	\$75	\$1,875
26	\$75	\$1,950
27	\$75	\$2,025
28	\$75	\$2,100
29	\$75	\$2,175
30	\$75	\$2,250

Continuing at 31 years of service and for each successive complete year, the amount of longevity is the previous year's total plus \$75.00.

Employee's years of service will be the number of years employed on April 1<sup>st</sup> of each year.

- 22.2: Longevity is rolled into each employee's hourly rate of pay.
- 22.3: On April 1<sup>st</sup> of each year, each member's hourly rate of pay will be adjusted for the yearly increases in longevity.

ARTICLE XXIII  
PERSONAL LEAVE DAYS

- 23.1: Each employee shall be entitled to take 32 hours off each year for personal business, subject to the operational needs of the Department. Said personal business days may not be taken as sick days. Officers desiring to take personal business days must apply in writing, at least twenty-four (24) hours prior to the day the officer desires as a personal business day. Emergency requests may be approved by the employee's immediate supervisor. Personal business days may not be carried over to the next fiscal year.

ARTICLE XXIV  
PERSONNEL FILE

- 24.1: The treatment of letters of reprimand will be as follows:
- A. Each officer will be informed if such a letter is inserted in his/her file.
  - B. After a three-year period following the insertion of such a letter, the officer may ask that a review be made and, unless there is a substantial reason otherwise, the letter will be removed and the record of it expunged.
  - C. In the event a letter is removed and its recording expunged, an officer may at any subsequent examination for promotion respond that said officer has not been reprimanded for any violation so expunged.
  - D. The officer will be informed of any part of his record so expunged.

ARTICLE XXV  
WORK SCHEDULES

- 25.1: The work schedules of all COAM members shall be posted at least fourteen (14) days in advance of the start of a new schedule subject to the Police Chief's right to alter said schedules when, in his/her discretion, he/she believes an emergency situation exists.
- 25.2: Employees assigned to the uniform road patrol division will work permanent shifts which will be selected according to seniority in classification. Selections will be made on March 1st and September 1st of each year.
- 25.3: Once employees have made their shift selections by seniority, they have the right to remain on that shift for six (6) months, with the exception that the Employer shall retain the right to transfer for cause, or a personal hardship (with the mutual agreement of COAM). The Employer may also transfer for manpower needs by using the following procedure:
- A. By first using volunteers with the most seniority in classification.
  - B. By assigning officers to the shift by classification seniority, the least senior officer first.
- 25.4: Employees permanently transferred from a bureau by the Employer to uniform road patrol after the shift selection period, shall have a right to select a shift by their seniority. An employee who requests a transfer from bureau after shift selection shall be assigned by Employer.
- 25.5: It is expressly understood and agreed between the Township of Redford and the Redford Township Command Officers Association that an officer may be assigned to the day shift for district court in accordance with this Agreement. When assigned to the day shift for court, the officer will be required, when not in court, to perform his/her regular police duties and work the remainder of his/her shift.

ARTICLE XXVI  
WAGES

- 26.1: There shall be a twelve and one-half percent (12.5%) wage differential between a police officer and a sergeant.

After being in rank for one year a sergeant shall receive an additional one percent (1%) increase in rank differential.

After being in rank for two years a sergeant shall receive an additional one percent (1%) increase in rank differential.

After being in rank for three years a sergeant shall receive an additional one percent (1%) increase in rank differential.

There shall be a ten percent (10%) wage differential between the rank of sergeant after three years in rank and lieutenant.

There shall be an eight percent (8%) wage differential between lieutenant and captain.

After being in rank for one year a captain shall receive an additional one percent (1%) increase in rank differential.

Any potential wage/benefit enhancement negotiated with POAM for a new detective/investigator position will not impact the wage differential for COAM members.

- 26.2: The Employer will pay the employee's contribution to the pension system, excluding any payment under Section 33.7.
- 26.3: If the Township is able to secure through negotiations or Public Act 312 compulsory arbitration an obligation on the part of POAM members to pay any contribution towards pension benefits, then the parties agree to a contract "re-opener" on this issue and agree to bargain in good faith regarding same.

ARTICLE XXVII  
UNIFORM ALLOWANCES

- 27.1: Each Command officer of the Redford Township Police Department shall be paid 1.5% of a top step patrolman annually for a uniform allowance. Such sum will be paid no later than the first pay period of April of each year of the contract.

ARTICLE XXVIII  
UNIFORM MAINTENANCE ALLOWANCE

- 28.1: Each employee shall be paid 1.5% of a top step patrolman for the care and maintenance of his/her uniforms. This allowance shall be paid on July 1st of each year.

ARTICLE XXIX  
PROFESSIONAL ASSOCIATION DUES

- 29.1: The Township hereby agrees to pay for the professional dues of all officers for two memberships per officer in any of the following organizations:
- A. Wayne County Lieutenants, Sergeants and Corporals Association.
  - B. Wayne County Detective Association.
  - C. International Juvenile Officers Association, Inc.
  - D. Narcotics Association.
  - E. Michigan-Ontario Juvenile Officers Association.
  - F. Michigan-Ontario Identification Officers Association.
  - G. International Association of Identification.
  - H. C.O.A.M. criminal/civil representation plan.
  - I. Thin Blue Line.

ARTICLE XXX  
EDUCATION AND TUITION ASSISTANCE

- 30.1: The Township, being aware of the value of education for officers to further increase the efficiency and performance of the police department as a whole, encourage officers to obtain additional education when not on duty.
- 30.2: The Township will pay fifty (50%) percent of the cost of up to eight (8) hours per semester (and a maximum of \$1,500 per year) toward the tuition of any officer upon the satisfactory completion (C or better grade) of any-accredited course at an accredited college or university that leads towards a degree at each academic level in the following disciplines: law enforcement, criminal justice, police administration, public administration, police science, computer science, business administration and emergency management. Any course which is paid in whole or in part by any other governmental unit or agency shall be deducted from the total cost and the Township shall pay one-half the difference.

- 30.3: Persons receiving tuition assistance will agree to remain with the Township for five (5) years following assistance or pay back the amount contributed by the Township, except in the case of a retirement or disability.
- 30.4: Each officer shall notify the Police Chief for review of the proposed curriculum and obtain written authorization prior to the start of class(es) to qualify under this Article.

ARTICLE XXXI  
RESIDENCE

- 31.1: An officer represented by the COAM, shall be permitted to live anywhere so long as the officer is able to report for duty within one (1) hour of telephone contact under normal weather conditions.

ARTICLE XXXII  
MEETINGS

- 32.1: Subject to the discretion of the Police Chief and with his/her approval, the COAM may schedule and conduct its meetings of COAM members who are not on duty on Police Department property, provided that it does not disrupt the duties of employees or the efficient operation of the department. If for any reason the Police Chief denies the use of the Police Department property for such meeting, such decision shall not be subject to the grievance procedure.

ARTICLE XXXIII  
PENSION

- 33.1: Any member retiring will be paid a pension throughout the member's life of two and eight-tenths percent (2.8%) of the member's average final compensation multiplied by the first twenty-five (25) years of service credited to him plus one percent (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.

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

- A. One hundred (100%) percent for the first one hundred fifty (150) days accumulated;

- B. Four (4) hours for every day over one hundred fifty (150) accumulated days.
- 33.2: 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/her 10 years of service immediately preceding his/her retirement or leaving service.
- 33.3: Any member may irrevocably elect, prior to the effective date of retirement but not thereafter, to be paid the accumulated contributions standing to the member's credit plus accumulated interest. Upon the election and the payment of accumulated contributions, the retiring member monthly pension shall be reduced by an amount which is the actuarial equivalent of the sums withdrawn. The actuarial equivalent shall be determined on the basis of the interest rate established by the Pension Benefit Guaranty Corporation, as of the first day of the fiscal year in which the cash is withdrawn. A retiring member and his/her spouse, if any, shall, if possible, jointly participate in a meeting with Township representatives prior to the election at which the effects of the cash withdrawal will be explained. The parties agree that in any future proceedings in which the issue of adequacy of pension benefits come into question, the parties will acknowledge, where appropriate, that the reason that a retiree's pension benefit has been lowered is because of his/her election of the cash withdrawal option.
- 33.4: A member shall be eligible to retire after twenty-five (25) years of service with full benefits regardless of age without actuarially reducing his final annuity.
- 33.5: Section 6 (l) 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.
- 33.6: The parties agree that the current practice of not including overtime in the determination of FAC shall stay in effect.
- 33.7: R.T.C.O.A. D.R.O.P. Option

#### SECTION 1

The Redford Township Police and Fire Retirement System consists of a defined benefit plan. The Command Officers Association Deferred Retirement Option Plan (herein after referred to as the COA 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.

SECTION 2

Employees promoting, then entering the COA DROP must work a minimum of six (6) months before terminating employment to receive the promoted rank benefits in the COA DROP.

SECTION 3: ELIGIBILITY

Any current employee within the Command Officers Bargaining Unit who is a member of the Redford Township Police and Fire Act 345 Retirement system who has at least twenty (20) of service credit as of September 30, 2016 and is a member of the Command Officers Bargaining unit as of the date of signing of this contract may voluntarily elect to participate in the COA DROP. Employees promoted into the Command Officers Bargaining Unit after the date of signing of this agreement shall carry-forward the retirement option(s) available to the employee prior to promotion.

Upon commencement of COA DROP participation, the participant's COA 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 COA DROP date. During participation in the COA 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 afford to employees of the Command Officers 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 COA DROP benefit shall be credited monthly to the participant's COA DROP account which shall be established within the Redford Township Police and Fire Retirement System. The participant's COA 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 COA DROP account as described herein. The COA 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 COA DROP.

Effective, with the signing of this addendum, any member that elects to enter the COA DROP shall have a pension throughout the member's life, payable at the rate of 3.0% of his/her final average compensation multiplied by years of service computed on the date of election. In addition, members electing to

enter the COA DROP shall have average final compensation taken from the average of three (3) years of highest annual compensation in the last 10 years as stated in the current collective bargaining agreement.

#### SECTION 4: RETENTION

The maximum period for participation in the COA 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 their DROP accounts:

0 - 11 months	25%
12 - 23 months	50%
24 - 35 months	75%
At 36 months	100%

DROP participants will be fully vested regardless of time in the COA DROP in the event of disability or death as defined in Section 13 of this addendum.

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

#### SECTION 5: ELECTION

Election to participate in the COA DROP program is IRREVOCABLE (except in the instance of duty disability or duty death as provided in COA DROP Section 14 herein). An employee who wishes to participate in the COA DROP shall submit a letter of intent to enter the COA DROP program to the Retirement Board on/before the date a member accrues twenty (20) years of service credit or within 15 days of the signing of this agreement if a member has over twenty (20) years of service credit. 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 COA DROP.

On the employee's effective COA DROP date, he/she shall become a COA DROP participant and shall cease to accrue additional retirement benefits otherwise credited to non-COA 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 COA DROP date. Increases in compensation and accrual of additional service time during COA DROP participation will NOT be factored into the pension benefits of active or former COA DROP participants (except for Line of Duty Disability or Line of Duty Death as specifically provided in Section 14).

#### SECTION 6

The participant's COA 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 COA DROP date according to all sections and subsections regarding COA DROP within this Addendum and less any annuity withdrawal reduction as set forth in Section 7 of this Addendum 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),(ii).

The Participant's COA DROP benefit shall be credited monthly to the Participant's COA DROP account. A COA DROP participant may at the time of COA DROP election, as allowed by Public Act 345 of 1937 as amended, (Section 38.556(h), subsections (i),(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 COA 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 COA DROP participation; or (2) the person to whom the retiree was legally married on both the effective date of termination of COA DROP participation and the retiree's date of death provided such death occurs after termination of COA 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.).

#### SECTION 7

An Employee who elects to participate in the COA 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 COA DROP participation. Such election shall be made commensurate with the Participant's COA DROP election, but not thereafter, and will be utilized to compute the actuarial reduction of the Participant's COA DROP Benefit, as

well as the Employee's monthly retirement benefit from the Retirement System after termination of employment.

If the Participant elects an Optional form of benefit upon termination of employment, the Annuity Withdrawal reduction shall be redetermined and the retirant's monthly retirement benefit adjusted accordingly.

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. A COA DROP Participant who has elected the Annuity Withdrawal Option shall, as of his/her COA 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 COA 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 COA DROP participant.

#### SECTION 8: PAID TIME OFF AND ACCUMULATED LEAVE TIME

##### Sick Time

Upon an Employee's election to enter the COA DROP, he/she will be paid in cash for accumulated sick time with the maximum being one hundred (100) eight (8) hour days (800 hours).

An Employee who has elected to enter the COA DROP shall have his/her unused sick time figured into his/her final average compensation according to Article XXXIII Section 1 of the party's Collective Bargaining Agreement..

A member who has elected to enter the COA 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 COA 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 30<sup>th</sup> of the member's second year of COA DROP, 25% of the remaining 50% due on the

member's third year of COA DROP and so on until all remaining monies due are paid to the member by the fifth year of COA DROP). A member who does not participate in the COA DROP for the full five 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 COA DROP shall be paid out for all unused compensatory time. A COA DROP participant may continue during the COA DROP participation years to receive, accumulate and use compensatory time as stated in Article XIV, Section 9, of the party's Collective Bargaining Agreement. Upon termination of employment the COA 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 COA 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. The Charter Township of Redford agrees, as an incentive to enter the COA DROP program, to forward any employee who elects to enter the COA DROP program from the signing date of this addendum through September 30, 2016, 96 vacation hours to be included in the calculation of unused accumulated vacation time to be used for purposes of determining final average compensation, not to exceed sixty seven (67) total days accumulated. If a COA DROP participant terminates employment within six (6) months of date of election, that participant's final average compensation shall be recalculated and the provided vacation hours, up to 96, shall not be included. Such forwarded time will be taken from the participant's time accrual credited to a DROP participant. The forwarded time shall not be included in determining the cash payout.

A member who has elected to enter the COA 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 COA 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 30<sup>th</sup> of the member's second year of COA DROP, 25% of the remaining 50% due on the member's third year of COA DROP and so on until all remaining monies due are paid to the member by the fifth year of COA DROP).

#### Paid Time Off

A member participating in the COA DROP shall accrue 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 (e.g. a DROP participant must use 20 PTO days/year). 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 participants 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. 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.

#### SECTION 9: DROP ACCOUNTS

For each COA DROP participant, an individual COA DROP Account shall be created to which shall be credited the participant's COA DROP benefits, plus accumulated interest. All individual COA DROP Accounts shall be maintained for the benefit of each COA 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. COA DROP interest for each COA DROP participant shall be five percent (5%) per annum and credited to the participant's COA 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 COA 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.

SECTION 10: CONTRIBUTIONS

Employer and employee contributions to the Redford Township Police and Fire Retirement System, as stated in Article XXVI, Section 2 of the party's Collective Bargaining Agreement, shall cease for COA DROP participants during their COA DROP participation.

SECTION 11: DISTRIBUTION OF DROP ACCOUNT FUNDS

Upon termination of employment, the former COA DROP participant must choose one, or a consistent combination of, the following distribution methods to receive payment(s) from his/her individual COA DROP account:

- 1) A total lump sum distribution to recipient;
- 2) A partial lump sum distribution to recipient;
- 3) 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;
- 4) An annuity payable throughout the life of the recipient;
- 5) An optional form of annuity as established by Public Act 345 of 1937, as amended;
- 6) A monthly distribution to the recipient;
- 7) An individual's remaining COA 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 in their COA 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 COA DROP Plan shall be made (or commence in the case of an annuity) as soon as practical after entitlement thereto, but in no event later than the 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 COA DROP account shall not be subject to offset by any workers' compensation wage loss payments received by the participant, including any redemption amounts.

#### SECTION 12: DEATH DURING DROP PARTICIPATION

Except as otherwise provided in Subsection K, if a participant in the COA 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 COA DROP account balance has been fully paid out, the participant's COA DROP beneficiary(ies) shall receive the remaining balance in the Participant's COA 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 COA DROP participant had separated service on the day prior to the Participant's date of death.

#### SECTION 13: DISABILITY DURING DROP PARTICIPATION.

Except as otherwise provided for in Section 14, in the event a COA DROP Participant becomes totally and permanently disabled from further performance of duty as a COA member, in accordance with the provisions of the Redford Township Police and Fire Retirement System, the Participant's participation in COA 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.

SECTION 14: SPECIAL PROVISION FOR DUTY DISABILITY AND DUTY DEATH.

A COA 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 COA DROP election if the revocation occurs before the payment of a distribution to the Participant from the Participant's COA DROP account or before payment of disability or retirement benefits to the participant from the Redford Township Police and Fire Retirement System. If a COA DROP Participant dies in the line of duty while in the employ of the Township, the COA 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 COA DROP beneficiary(ies) may, by unanimous agreement, retroactively revoke the Participant's COA DROP election if the revocation occurs before payment of a distribution from the Participant's COA DROP account or payment of benefits from the Redford Township Police and Fire Retirement System. If a COA DROP election revocation is made as prescribed by this Subsection, the Participant's COA 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 COA DROP election had not been made.

In the event of revocation of COA 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 XXVI, Section 2 of this Working Agreement and the Employee shall receive service credit for all service rendered during the COA DROP participation or as otherwise provided in the applicable collective bargaining agreement.

SECTION 15: 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

COA 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 COA DROP provision to be in violation of any applicable law, that provision shall be null and void and the remaining COA DROP provisions shall constitute the terms of the COA DROP.

#### SECTION 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.

#### SECTION 17: DROP PARTICIPANT INSURANCE

An employee who enters the COA DROP program by December 2, 2011, shall revert back to the health care plan in effect on March 31, 2009, as it pertains to the employee's co-pays and health care premium contributions once the employee is permanently separated from service with the Township:

Blue Cross Blue Shield Traditional Plan or comparable coverage with:

1. Master Medical with deductible of two hundred fifty (\$250.00) dollars for a single person and five hundred (\$500.00) dollars per family with a 90/10 reimbursement plan;
2. Yearly pap test and mammogram;
3. Yearly PSA screening for men age forty (40) and older;
4. Prescription coverage with a ten (\$10.00) dollar co-pay;
5. Biweekly payroll deduction of twenty (\$20.00) dollars for single person and forty (\$40.00) dollars for a two (2) person or family contract;
6. Blue Cross Blue Shield VCA 60 vision program as utilized under the current practices, or comparable coverage; Blue Cross Blue Shield Dental or comparable coverage Class I - preventive care providing seventy five percent (75%) coverage, Class II - restorative care and Class III - prosthodontic care providing fifty percent (50%) coverage with an annual maximum of \$2,000.00; Class IV - orthodontic care providing eligible family members fifty percent (50%) coverage with a lifetime maximum of \$2,000.00

Blue Cross Blue Shield Community Blue PPO 1 with:

1. Annual Preventative services limited to two hundred fifty (\$250.00) dollars per family member;
2. Prescription coverage with a ten (\$10.00) dollar co-pay;
3. Office visits with a ten (\$10.00) dollar co-pay;

4. Biweekly payroll deduction of ten (\$10.00) dollars for single person and twenty (\$20.00) dollars for a two (2) person or family contract;
5. Fifty (\$50.00) dollar emergency room fee;
6. Blue Cross Blue Shield or comparable coverage for vision and dental as offered with the BC/BS Traditional Plan

HMO (at least one (1) at Township discretion) with:

1. Prescription coverage with a ten (\$10.00) dollar co-pay;
2. Office visits with a ten (\$10.00) dollar co-pay;
3. Biweekly payroll deduction of four (\$4.00) dollars for single person and eight (\$8.00) dollars for a two (2) person or family contract;
4. Fifty (\$50.00) dollar emergency room fee;
5. Blue Cross Blue Shield or comparable coverage for vision and dental as offered with the BC/BS Traditional Plan)

An employee who enters the COA DROP after December 3, 2011, shall take with him or her into retirement the high deductible HSA health care plan that is being implemented as part of this Agreement. Effective upon an employee's final separation of employment after entering the DROP, the Township agrees to contribute an additional \$500.00 per year in an employee's HSA account until that employee becomes eligible for Medicare and/or Medicaid.

Whenever eligible members or retirees of the bargaining unit (including their spouses or dependents) become eligible for Medicare, in order to be eligible for complimentary coverage, they must subscribe to Medicare parts "A" and "B," which benefits shall be primary and coordinated with the health insurance benefits provided retirees under this Agreement, so long as the retiree shall suffer no reduction in health coverage or increase in cost as a result of exercising this option. Medicare part "B" will be at the retiree's expense.

- 33.8: Any employee that is promoted into the bargaining unit after January 1, 2015, shall bring forward with them whatever pension benefit he/she was entitled to on the date prior to the promotion into this bargaining unit.
- 33.9: If the Township is able to secure through negotiations or Public Act 312 compulsory arbitration an obligation on the part of POAM members to pay any contribution towards pension benefits, then the parties agree to a contract "re-opener" on this issue and agree to bargain in good faith regarding same.

ARTICLE XXXIV  
PROMOTIONS

- 34.1: All promotions shall be in accordance with provisions of Act 78, PA 1935, as amended, and the rules and regulations promulgated by the Redford Township Fire and Police Civil Service Commission, including oral examinations. The parties agree that the COAM will be afforded the ability to review the list of proposed members who will chair and conduct oral examinations and will be afforded the right to make comments and recommendations regarding same.

ARTICLE XXXV  
COPIES OF CONTRACT

- 35.1 The Township agrees to deliver a copy of this Agreement to each member of the COAM, and an additional six (6) copies of this Agreement to the Association. The Township further agrees to provide to the president of the COAM, for the COAM files, copies of all insurance policies in force and applicable to the members of the COAM as governed by this Agreement.

ARTICLE XXXVI  
SEVERABILITY CLAUSE

- 36.1: In the event any Federal or State law conflicts with any provision of this Agreement, or any court of law rules that any part of this contract is invalid, the provision of provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue to be in full force and effect. The parties further agree that any action of the Township 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 XXXVII  
HAZARDOUS DUTY PAY

- 37.1: When on actual duty as defined in "Phase Green" in the Mutual Aid Task Force contingency plan, employees will be paid at the rate of double time. In addition, any employee who is working on a SWAT crew, and is obligated to work an actual SWAT call/situation, then those employees will be paid at the rate of double time.

ARTICLE XXXVIII  
MISCELLANEOUS

- 38.1: Buddy switches are allowable if taken within the same 28 day work cycle.
- 38.2: It is acknowledged by the Redford Township Command Officers Association that the Redford Township governing body has created a Public Safety Director position having administrative and supervisory responsibilities over the Police and Fire departments.

Further, should the governing body decide to fill the position of Chief of Police now, or at a later date, it will be done through Act 78, but that Act 78 provisions will not apply to the position of Public Safety Director.

Members agree to the drug testing policy and procedure as defined in Appendix A.

- 38.3: The Township has the option of requiring all employees to utilize direct deposit for all forms of employee pay.
- 38.4: Any COAM member who is currently provided with a Township vehicle to take home shall be permitted to continue to do so under the Township's established policy. However, no employee promoted into the bargaining unit after the execution of this collective bargaining agreement shall be entitled to a Township vehicle to take home, unless the Township Board in its sole discretion, determines that it is in the best interest of the Township to allow an employee to take a vehicle home. Moreover, any current member of COAM who is permitted to take a Township vehicle home shall lose such right if promoted into a new COAM bargaining unit position, with the sole exception of any COAM member who is promoted to the position of captain (captains are allowed to take Township vehicles home).

ARTICLE XXXIX  
STAFFING

- 39.1: The Township shall only be obligated to maintain three (3) captain positions and four (4) lieutenant positions. The parties, understand, acknowledge and agree that the Township will be able to transfer current COAM members assigned to the Detective Bureau out of the Detective Bureau in the Township's sole discretion and without reason or negotiation.
- 39.2: The parties agree that the Township will maintain the necessary number of sergeants based on the Police Department needs in the sole discretion of the

Township. However, the parties agree that there are no manning requirements regarding the rank of sergeant.

39.3: The parties agree that all customary supervisory duties shall be performed by members of the COAM bargaining unit.

39.4: The parties understand, acknowledge and agree that these new provisions in regard to staffing/manning matters shall supersede any and all staffing and/or manning provisions as may be found in the parties' collective bargaining agreement that expired on March 31, 2009, including but not limited to, the addendum to that collective bargaining agreement.

ARTICLE XL  
TERM OF AGREEMENT

40.1: All provisions of this Agreement shall be effective April 1, 2012, except as otherwise stated, and continues in full force and effect through September 30, 2016.

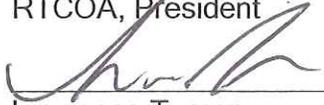
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 30<sup>th</sup> day of January 2014. 2015

COMMAND OFFICERS ASSOCIATION  
OF MICHIGAN

CHARTER TOWNSHIP OF REDFORD

Redford Township COMMAND  
OFFICERS ASSOCIATION

  
\_\_\_\_\_  
Kevin Crittenden  
RTCOA, President

  
\_\_\_\_\_  
Lawrence Turner  
RTCOA, Treasurer

  
\_\_\_\_\_  
Tracey Schultz Kobylarz  
Supervisor

  
\_\_\_\_\_  
Garth Christie  
Clerk

COMMAND OFFICERS ASSOCIATION  
OF MICHIGAN

  
\_\_\_\_\_  
Kenneth Grabowski  
Business Agent

APPENDIX A

DRUG TESTING POLICY

I. PURPOSE

The purpose of this order is to provide all sworn officers with notice of the provisions of the Departmental drug testing program.

II. POLICY

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.

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.

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.

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 has implemented a drug testing program to detect prohibited drug use by sworn employees.

III. 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 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 probable 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.

#### IV. 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/her immediate supervisor
- b. Supervisors shall document this information and retain the memorandum for at least thirty (30) days.
2. No officer shall ingest any prescribed or over-the-counter medication in amounts beyond the recommended dosage.
  3. Any officer who intentionally 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.
  4. 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/her supervisor.
  5. 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 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 Police Chief or his/her 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 Police Chief or his/her 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 Police 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 provision 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 an 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 Police Chief or his/her designee shall determine the frequency and timing of such tests.

- b. The president of the labor association, or his/her designee, will receive a list of the officers that have been required to take 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 and 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 the 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 heroin, 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

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 insure 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 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 Police 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 Police 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 Police 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. 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.

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 Police 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.
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 Police Chief, the officer shall be returned to the Police Department rank of \_\_\_\_\_.
6. Once returned to duty, the officer will present himself to the 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 Police Department as may be requested. Failure to follow the program directives are grounds for discharge, subject to review pursuant to the collective bargaining agreement of only the discharge of failure to follow program directives.

7. Once authorized to return to duty, officer shall submit to controlled substance testing at the discretion of the Police Chief. If any such test shows a positive result for the presence of a controlled substance, Officer \_\_\_\_\_ will be discharged from employment with the \_\_\_\_\_, subject to review pursuant to the collective bargaining agreement of only the discharge for a positive test result hereunder.
8. 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 is due or owing, and Officer \_\_\_\_\_ waives any claim thereto.
9. 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 \_\_\_\_\_ releases Redford Township, the Association from all liability and claims he/she may have had or now has with respect to his/her employment with the \_\_\_\_\_ whether such claims or liability arise under Federal or State statute, constitutional provisions, principles of common law, of under the collective bargaining agreement between the \_\_\_\_\_ and the Command Officers Association of Michigan.
10. 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.
11. The parties agree that this Agreement is entered into as a full and final settlement for 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.

12. In the event the officer grieves and attempts to process to arbitration any discipline imposed as a condition of this last chance agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the Employer.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
OFFICER

\_\_\_\_\_  
CHIEF OF POLICE

\_\_\_\_\_  
UNION REPRESENTATIVE