

LABOR AGREEMENT BETWEEN

CHARTER TOWNSHIP OF REDFORD

AND

FIREFIGHTER LOCAL IAFF 1206

APRIL 1, 2013 - MARCH 31, 2016

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ARTICLE I

MEMORANDUM OF AGREEMENT

This agreement entered into this 1st day of April, 2013, between the Township of Redford (hereinafter referred to as the "Employer" or the "Township") and the Redford Township Fire Fighters Union, existing under the laws of the State of Michigan (hereinafter referred to as the "Union").

ARTICLE II

PURPOSE AND INTENT

The interest 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.

The parties hereto acknowledge the responsibility of Redford Township and its Fire Department to provide for the safety, protection and well-being of all the citizens of Redford Township and others who may be within the Township limits. Both the Township and the Union recognize that the primary obligation of the Fire Department is to serve the citizens of the Township.

Furthermore, they are convinced that effective fire fighting and prevention depend upon personnel who give the best service under good employment conditions, which conditions include but are not limited to rates of pay, hours of employment, etc.

ARTICLE III

RECOGNITION

Pursuant to and in accordance with applicable provisions of Act 336 of the Public Acts of 1947 as amended, the Township does hereby recognize the Union as the exclusive and sole representative of all full-time Fire Fighters below the rank of Fire Chief for the purposes of collective bargaining in respect to rates of pay, hours, wages, grievances and other conditions of employment. Such recognition specifically excludes any and all clerical or part-time employees who may be hired or are presently employed by the Township Fire Department.

ARTICLE IV

MANAGEMENT RIGHTS

SECTION 1

The Township Board on its own behalf and on behalf of the electors of the Township hereby retains and reserves unto itself all powers, rights, authority duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and/or United States.

SECTION 2

The exercise of these powers, rights, authority, duties and responsibilities by the Township Board and the adoption of such rules and regulations and policies as the Board may deem necessary shall be limited only by the specific and expressed terms of this agreement.

SECTION 3

The Fire Department may adopt further rules for the operation of the Department and the conduct of its employees, while on duty, provided they are not inconsistent with the terms of this agreement.

ARTICLE V

UNION RESPONSIBILITIES

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

That all services performed by Employees included in this Agreement are preformed under State and Local Law for and in the public interest and are essential to public welfare. The Union, its officers and members, separately or collectively, shall neither cause nor counsel its members, or any of them either directly or indirectly to strike, or participate in any interruption to the work, or in any work slowdown or other interference with any of the services of the Township

of Redford. The occurrence of any such acts or actions prohibited in this section by the Association shall be deemed a violation of this Agreement.

In the event of any unauthorized slowdown or work stoppage of any nature, the Union will take immediate steps to bring the work force back to normal. The union will publish a statement to the members indicating that such activity is unlawful and directing the Employees back to work on a normal basis.

The Union shall not be liable, however, for the acts or actions hereinbefore enumerated not caused or authorized directly or indirectly by the Union. In any event, whether or not the Union is liable for such acts or actions, any Employee who commits any of the acts prohibited in this section may be subject to discharge or other disciplinary action, as may be applicable to such Employee, and consistent with the just cause concept and the grievance arbitration procedures of this contract.

ARTICLE VI

UNION SECURITY

SECTION 1

It shall be a continuing condition of employment that all employees covered by this Agreement shall either maintain membership in the Union by paying the Union's uniform dues, fees and assessments, or shall pay a collective bargaining service fee in an amount equivalent to such uniform dues, fees and assessments. Employees who fail to comply with this requirement within thirty (30) days shall be discharged by the Township, upon receipt of a written notice from the Union stating that the employee is no longer a member in good standing of the Union.

SECTION 2

Each employee in the bargaining unit shall execute an authorization for the deduction of Union dues, fees and assessments or equivalent agency shop service fees.

SECTION 3

The Township shall deduct from the pay of each employee from whom it receives an authorization to do so, the required amount for the payment of Union dues, fees and assessments or agency shop service fees. Such sums accompanied by a list of employees from whose pay they have been deducted and from whom no deductions were made and the reason therefore, shall be forward to the Union office within thirty (30) days after such collections have been made.

ARTICLE VII

UNION ACTIVITIES

SECTION 1 - GENERAL

Employees and their union representatives shall have the rights to join the Union, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection to express or communicate any views, grievance, complaint or opinion related to the conditions or compensation of public employment or their betterment, all free from any and all restraint, interference, coercion discrimination or reprisal.

SECTION 2 - RELEASED TIME

Officers and other representatives of the Union shall be afforded reasonable time during working hours without loss of pay to fulfill their Union responsibilities, including negotiations with the Township, processing grievances, and administration and enforcement of this agreement

SECTION 3- BULLETIN BOARDS

The Union shall retain the bulletin board rights it now has, including the right to post Union notices or other materials. Such boards shall be identified with the name of the Union and the Union may designate persons responsible therefore.

SECTION 4- MEETINGS

The Union may schedule meetings on Fire Department property, insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the Department.

SECTION 5- UNION ACTIVITIES

The President or his/her representative shall be allowed, not to exceed seven (7) working days per year for attendance at conventions of the Michigan State Fire Fighters Union and International Association of Fire Fighters, or selected seminars of either organization.

Duly appointed delegates to the Michigan State Fire Fighters Union, not to exceed two (2) shall be allowed, not to exceed two (2) working days bi-annually for attendance at the State convention. Days unused during each yearly period may not be carried forward, but shall be waived if not used within such yearly period.

ARTICLE VIII

REPRESENTATION

The employer shall meet for the purpose of collective bargaining with a committee selected by the Union to be composed of not more than four (4) members of the Union. The Union may designate as its spokesman either its president or any outside agent or attorney. If negotiations take place during the time a member of the Union's bargaining committee would normally be working, he shall be compensated at his/her regular wage rate for such time.

During the term of this Agreement, the Union shall inform the Employer in writing of the name of one trustee for each shift. The trustee of any shift may represent members in their grievances and be allowed a reasonable time to investigate said grievances subject, however, to the operating needs of Redford Township Fire Department. Such time shall not be unreasonable or arbitrarily withheld. A Union representative shall not participate during working hours in any activity regarding the Union unless he has been informed that his/her 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/her regular wage rate.

ARTICLE IX

OTHER ORGANIZATIONS

Members of Local 1206, and employees of The Township of Redford Fire Department may belong to other organizations but not as a condition of employment, nor may such organizations represent any employee in respect to wages, hours, working conditions or other matters accorded the Union under P. A. 379 of the Public Acts of 1965.

ARTICLE X

MAINTENANCE OF CONDITIONS

SECTION 1 - MAINTENANCE OF CONDITIONS

Wages, hours and conditions of employment in effect at the execution of this agreement shall, except as improved hereto, be maintained during the term of this agreement. No employee shall suffer a reduction in benefits as a consequence of the execution of this agreement.

SECTION 2- UNILATERAL CHANGES PROHIBITED

The City or Township will make no unilateral changes in wages, hours and conditions of employment during the term of this agreement, either contrary to the provisions of this agreement or otherwise.

SECTION 3 - RELATION TO REGULATION, ETC.

This agreement shall supersede any rules and regulations inconsistent herewith. Insofar as any provision of this agreement shall conflict with any ordinance or resolution of the Township or City, appropriate Township or City amendatory or other actions shall be taken to render such ordinance or resolution compatible with this agreement.

ARTICLE XI

SENIORITY

SECTION 1

Seniority of a new full-time fire fighter shall be commenced after the full-time fire fighter has completed his/her probation period of one (1) year and shall be retroactive from the date of appointment. The Union shall have the right to represent new full-time firefighters during their probationary period in any dispute over the meaning, interpretation, application or enforcement of this agreement, except that the Union shall have no right to represent such employees in matters involving discipline, up to and including discharge, which matters are specifically excluded from the grievance procedure and are subject to the exclusive jurisdiction of the Act 78 Police and Fire Civil Service Commission.

SECTION 2

The Township and Union agree that new employees of the Fire Department require training and acclimation to the Department before being considered as "man-power." Accordingly:

- a. New-hires of the Fire Department shall be required to participate in up to a forty (40) hour orientation week at Headquarters as has been the past practice.
- b. New-hires shall be trained as "third rider" for 240 hours on shift. During the 240 hours of "third rider" training, new-hires shall be evaluated daily by his/her Lieutenant and Battalion Chief.
- c. At the end of the 240 hour period, the new-hire's Lieutenant and Battalion Chief shall make a recommendation to the Fire Chief as to the overall competence of the new-hire with respect to all areas that were assessed in the daily evaluation. If the new-hire's skills are acceptable then he/she can be considered as "man-power".

SECTION 3

An employee who voluntarily leaves the department and subsequently returns shall have the employee's return date as the employee's new seniority date and all wages and fringe benefits

shall be computed for this employee based on this new or latest starting date with no credit being given for prior Township service.

SECTION 4

An employee shall forfeit seniority rights only for the following reasons:

- a. The employee is laid off and is not returned within two (2) years; provides such provision does not conflict with the Civil Service Act.
- b. The employee is dismissed and the discharge is not subsequently overturned.
- c. The employee is absent without leave for a period of five (5) days or more (exceptions to this may be made by the employer on the grounds of good cause for failure to report.)
- d. The employee retires.
- e. The employee fails to return to work within ten (10) days from the date of a certified mailing of recall notice.
- f. The employee fails to return to work within the limits of a leave of absence or an extended leave of absence.

SECTION 5

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

ARTICLE XII

RESIDENCY

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

ARTICLE XIII

WORKING OUT OF CLASSIFICATION

SECTION 1

Any employee who works in a higher classification will be paid at the higher rate from the first hour worked in the higher classification.

SECTION 2

This provision will not apply when an employee voluntarily switches work days.

SECTION 3

Each Battalion Chief shall receive a lump sum of three hundred dollars (\$300.00) total annually as compensation for working out of classification and roll call pay.

SECTION 4

- a. Employees shall not be eligible to work out of classification until they have completed the job specific training commensurate with the job they will be performing, except in case of an emergency.
- b. Employees shall not be eligible to work out of classification while on probation, except in case of an emergency.
- c. No employee may exclude themselves from working out of classification.
- d. An on-duty EMT/Specialist/Paramedic Fire Fighter shall not be eligible for out of classification work unless the employees' assignment is covered by certified employees. The equalization of out of classification work hours provided by Section 5 of this Article shall not apply to the situations described by Section 4.
- e. The Department shall not have to call in an off-duty fire fighter for out of classification work if a fire fighter with less than three (3) years seniority or a probationary fire fighter is on duty, as this is to be included in the meaning of emergency as used in this Section.

SECTION 5

Each platoon will be responsible for attempting to equalize the number of out of classification hours worked by each member in that platoon. When out of classification work is required, the eligible platoon member with the least number of out of classification hours in that classification will be offered the work first. For this purpose, an employee will be charged for any refusal of out of classification work.

Platoon members who attain three (3) years seniority shall be charged with the highest number of out of classification work hours that exist on that member's three-year anniversary.

SECTION 6

Buddy Trades: As in the past, all employees shall be able to utilize the buddy system with approval of the unit commander. Each employee must be qualified to perform the duties of the person they are trading time with. Buddy trades that are scheduled will be traded with a member of the same rank, except for officer ranks. Buddy trades with members of another rank shall be allowed for on duty personnel. The employee working the buddy trade will be responsible to remain on duty until relieved.

ARTICLE XIV

OVERTIME PAY

SECTION 1

- a. Based upon a 24-hour fire fighter's work period, which is in excess of seven (7) days, the Pay for a 24-hour fire fighter shall be based on a fifty-six (56) hour week.
- b. Overtime shall, as in the past, be paid pursuant to Michigan and/or federal law as it applies to the Township, except as specified below. All employees shall be compensated pursuant to the Fair Labor Standards Act.

SECTION 2

Any member of the Fire Department called back to duty to fight a fire, or for any other emergency shall be paid for a minimum of no less than four (4) hours, at a rate of 1-1/2 times his/her hourly rate based on a 40 hour week: and on New Year's Eve, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day, the member shall be paid two (2) time his/her hourly rate based on a 40 hour week.

NOTE:

If a member is required to continue work beyond his/her regular shift or is called back to work for the purpose of maintaining minimum manpower in accordance with Article XV of the agreement, he shall be paid 1-1/2 times his/her hourly rate for all such work based on a 24-hour rate.

SECTION 3

When the Fire Marshall is the only member called in for a fire or other emergency he/she shall be paid for a minimum of no less than two (2) hours, at a rate of time and one half his/her hourly rate based on a 40 hour week and two (2) times his/her hourly rate based on a 40 hour week, on the holidays set forth in SEC. 2 above.

SECTION 4

When the Fire Marshall or other members of the Fire Department put on fire prevention programs, and other events of this nature, after their regular shift or on their day off, they will be allowed compensatory time in the amount of one and one half (1 ½) times the actual time worked. This time off will be taken with the approval of the Fire Chief, up to a maximum accrual of 72 hours. If the Fire Chief cannot let the member have the time off because of manpower shortage, etc., the member will be paid for this time at one and one half (1 ½) times his hourly rate based on a 56 hour week or on a 40 hour week, whichever is the regular work week of the member.

SECTION 5

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

SECTION 6

All days of scheduled work in the fire fighting division will be deemed as worked in the event of time off due to any paid leave time, for the purpose of computing a fire fighter's average work week for overtime computations.

SECTION 7

Compensatory time (comp time) off may be taken in lieu of wages for overtime worked. An employee may accrue up to one hundred twenty (120) hours of comp time per year at the rate of one and one half (1 ½) times the actual time worked. Additional comp time may be granted, in lieu of wages, for overtime worked with the permission of the Fire Chief. Comp time will be used in one (1) hour increments. Comp time will be used like personal leave time for scheduling purposes. If compensatory time cannot be used, it will be paid off on or before March 31 of each year at one and one half (1 ½) times the members' hourly rate based on a 56 hour work week for actual time worked or on a 40 hour work week for actual time worked, whichever is the regular work week of the member.

ARTICLE XV

ADVANCED LIFE SUPPORT STAFFING

SECTION 1

It is management's prerogative to both implement or eliminate the BLS and ALS programs. It is also management's responsibility for the daily maintenance of both programs while they are implemented. However for so long as management implements an ALS program, it shall staff the ALS unit(s) with at least two (2) personnel on each unit as is the protocol of the Wayne County Medical Control Board.

Except as provided above the Township has no obligation to minimally staff any shift or the department as a whole. Instead, decisions such as manning shall be at the sole discretion of the Township.

ARTICLE XVI

EQUALIZATION OF OVERTIME

SECTION 1

Other than in an emergency, overtime hours shall be divided as equally as possible among employees in the same classification in the department, subject to Article XV, Section 4. The Department shall have the responsibility of posting an up-to-date list showing overtime hours monthly in a prominent place in the Stationhouse. Whenever overtime is required, the person with the least number of overtime hours in that classification within the department will be called first, and so on down the list in an attempt to equalize the overtime hours.

SECTION 2

Employees in other classifications may be called if there is a shortage of employees in the classification provided they are capable of doing the work required. Employees that have changed classifications will be charged with the highest number of overtime hours that exist in the new classification on the day he was reclassified. An employee will be charged for overtime work turned down for the purpose of equalization of same.

SECTION 3

Union and Management shall work out a "call-in" procedure for the purpose of distributing overtime on an equal basis.

ARTICLE XVII

SICK LEAVE

SECTION 1

For the purpose of this Article "Sick leave day" shall mean a 24 hour duty day.

SECTION 2

All permanent, full-time employees shall accumulate sick leave at a rate of one (1) day for each complete month of service, except for regular 40-hour employees who shall accumulate sick leave at the rate of one and one half (1 ½) days (12 hours) per month. Effective April 01, 2004, 40-hour employees shall accumulate sick leave at the rate of one (1) day eight (8) hours per month with accumulation being limited to three hundred (300) days. One hundred percent (100%) of the accumulated sick leave, up to a maximum of 100 days, 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 more than 100 days, if he has accumulated 100 days or more. An employee with less than 100 days accumulated shall be paid for all days accumulated.

SECTION 3

- a. Upon termination of employment, retirement, duty disability retirement, the unused accumulated sick leave will be paid in cash to the employee at the employee's current rate, and in the case of death, to the employee's beneficiary or estate.
- b. When an employee is paid for unused accumulated sick leave, five (5) sick days will be equal to one (1) week's pay.
- c. An employee who terminates employment for any reason with less than five (5) full years of service shall not receive compensation for accumulated sick time.

SECTION 4

At the end of the year, if a member has not used his/her personal leave days for that year he/she may have them credited to his/her sick days in place of sick days he/she may have used that year. In no event however, shall he/she be able to accumulate more than 12 sick days per year.

SECTION 5

An employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement.

SECTION 6

In the event an employee changes from the Fire Fighting Division to the Fire Prevention Division or other forty (40) hour per week position, or vice versa, his/her vacation and sick leave credits shall be pro-rated accordingly. After 30 calendar days (including paid leave and scheduled time off) of light duty or training a suppression employee will have all of the employee's leave pro-rated to a 40 hour week basis.

SECTION 7

The Township reserves the right to take reasonable investigatory steps when it reasonably suspects abuse of sick time which may include orders for fitness for duty physical at the employer's expense. The employer reserves the right to impose discipline based upon sick leave abuse.

SECTION 8

The Township may order a member to produce a doctor's excuse for sick leave use when a member has taken off more than two consecutive work days for illness or more than six sick occurrences in any fiscal year or when a member calls in sick so as to create an eight day period off-duty due to other scheduled days off.

SECTION 9

Family Illness: Members shall be permitted to use sick leave due to illness in the immediate family, which shall include spouse, children, and parents. Any sick leave so used shall be charged to the member's sick leave bank and shall not count as a sick leave occurrence under Section 8, above. Members of the Fire Fighting Division shall be permitted to use up to 72 hours of family sick leave per year. All other members of the Fire Department shall be permitted to use up to 24 hours of family sick leave per year. Additional sick leave for family illness may be

granted with the permission of the Fire Chief, or his/her designee which shall not be unreasonably withheld.

SECTION 10

The twenty-four hour sick day of a fire fighter shall be divided into twenty-four one-hour increments.

ARTICLE XVIII

VACATION LEAVE

SECTION 1

- a. Each employee that works 24 hour shifts shall receive twelve (12) working days each year as vacation leave.
- b. Each 24 hour full-time employee shall receive vacation days on the employee's anniversary in accordance with the following schedule:
 1. At least one, but less than two years of service - six (6) days/144 hours,
 2. At least two, but less than three years of service - nine (9) days/216 hours,
 3. At least three, but less than six years of service - twelve (12) days/288 hours.
- c. An employee shall not take more than twelve (12) days/288 hours of vacation in one calendar year.
- d. The vacation schedule will be posted on or before March 1 for the upcoming year. The vacation period will be from June 1-May 31.
- e. The top three (3) senior personnel will have five (5) calendar days to pick his/her consecutive vacation days. The next three (3) senior personnel will have five (5) calendar days to pick his/her consecutive vacation days. This procedure will continue until all picks have been completed.

- f. The employee shall be notified that his/her five (5) days in which to pick his/her vacation period has begun. The employee shall be given time on duty to review the vacation schedule. If the member does not pick in his/her allotted time period, the member will lose his/her bumping privilege for that vacation period.
- g. After the last vacation pick has been completed, a member may pick one (1) P.L. or extra vacation day by Department seniority.
- h. No more than two (2) officers shall be scheduled on vacation and/or personal leave per platoon at one time.
- i. Selected vacation changes will require the approval of a Unit Commander, so long as one (1) officer remains on duty.
- j. For the transition period in 2014, employees will be afforded the opportunity to pick vacations for the balance of the 2014 year with the selection process beginning two (2) weeks after the ratification of this contract by both Local 1206 and the Township. No furloughs that have been picked already will be affected. No member will have more than twelve (12) vacation days off in 2014 unless they were previously accrued days scheduled during the existing furlough period. This transition period will not cause the Township to pay additional overtime. (See Section 2 of this Article).

SECTION 2

The Fire Department operates on a three platoon system, and no more than three (3) employees, including no more than two (2) officers, shall be scheduled on vacation and/or personal leave per platoon at one time. Effective November 1, 2010, a minimum of two (2) employees shall be allowed to schedule vacation and/or personal leave per platoon at one time. The Township is not obligated to allow more than two (2) employees off on vacation or personal leave on any platoon.

Each platoon shall select vacation time by departmental seniority subject to Article XIX, Section (1b) of this agreement.

SECTION 3

All 40 hour per week full-time employees shall be entitled to 20 days/160 hours vacation per year. Each employee with five (5) years or more service, each year shall be entitled to accumulate and carry over into the following year up to and only fifteen (15) vacation days/120 hours regardless of the circumstances and ability to take vacation during the year, and shall be entitled to take such vacation except in case of actual emergency. In the year of retirement, 40 hour employees shall be allowed to carry over all accumulated vacation time as of March 31st of the retirement year to May 31st of the same year.

SECTION 4 - EXTRA VACATION DAYS

- a. All extra vacation days will be credited on the employee's anniversary date. The employee will have until their next anniversary date to use those extra vacation days.
- b. For the purpose of retirement, all employees will be entitled to carry over all accumulated extra vacation days as of their anniversary date prior to the date of retirement. Additionally, all vacation time accrued will be pro-rated to the date of retirement.
- c. Extra vacation days may be split into twelve (12) hour increments.
- d. The anniversary date of service, for purposes of this Article (Vacation Leave) shall be measured by reference to the original date of appointment to the Fire Department.
- e. At the completion of the following years of service, each employee shall receive extra vacation days, per year, as follows:

6 and 7 years of service	1 day
8 and 9 years of service	2 days
10 through 14 years of service	3 days
15 through 19 years of service	4 days

20 through 24 years of service
25 and more years of service

5 days
6 days

- f. Those employees who participate in the DROP shall not be entitled to Extra Vacation Days.

SECTION 5

Employees will not accrue vacation leave for a voluntary leave of absence or during a laid-off period, if the period is for more than fifteen (15) days.

SECTION 6 - ILLNESS DURING VACATION

In the event an employee suffers Physician Certified illness during a scheduled vacation period, such days of illness shall not be charged against his/her allotted vacation time, but shall be charged against his/her sick leave, as provided in Article XVII. Such vacation shall be extended commensurately at the request of the member, or rescheduled in another available vacation period. It is understood that "certified illness" when applicable shall be for illness occurring on a scheduled work date.

ARTICLE XIX **PERSONAL LEAVE DAYS**

SECTION 1

- a. Each new hire shall be entitled to accumulate and use four (4) hours of personal leave for each month of service between hire and the following April 1st.
- b. On April 1st of each year, each employee shall be credited and entitled to take personal leave in accordance with the following schedule:
- In the first year of service - - two days (48 hours)
In the second year of service - - three days (72 hours)
In the third year of service and thereafter - - four days (96 hours).
- c. The Fire Department operates on a three platoon system, and no more than three (3) employees, including no more than two (2) officers, shall be scheduled on vacation and/or personal leave per platoon at one time. Effective November 1,

2010, a minimum of two (2) employees shall be allowed to schedule vacation and/or personal leave per platoon at one time. The Township is not obligated to allow more than two (2) employees off on vacation and/or personal leave on any platoon.

- d. Personal leave days may be split into four (4) hour increments. To reserve time, application for a four (4) hour leave must be made during the work cycle (six (6) days) prior to the cycle in which the leave will occur. If timely application for personal time off in a four (4) hour increment is made by an employee, that employee's leave time may be bumped by any other employee who makes a timely request to take twelve (12) or twenty-four (24) hours off in the same cycle. However, the employee requesting a four (4) hour leave shall have the option of changing his/her requested hours off to twelve (12) or twenty-four (24) hours, thereby preventing the bump. The bumping procedure shall not apply during the work cycle when the personal time off is to be taken. Personal leave in four (4) hour increments may be requested and taken in the same work cycle only if the schedule permits.
- e. Four (4) hour increments of personal leave may be taken from 08:00 to 12:00 and 12:00 to 16:00 Monday through Friday. Exceptions to this shall require permission from the Fire Chief or his/her designee. If overlapping four (4) hour increments causes manpower to drop below minimum manning, the Township must be able to fill the position before the employee is released. All other leave provisions will remain the same.

ARTICLE XX

BEREAVEMENT LEAVE

If a death occurs, an employee will be allowed to use sick, vacation, compensatory, or personal time for bereavement purposes up to five calendar days from the date of death

to attend the funeral. Use, of sick, vacation, compensatory, or personal time will not be denied for bereavement use. Time in excess of five days may be requested subject to the department head approval. Denial may be appealed to the Administrative Committee. Use of up to 3-24 hour days or 5-8 hour days of sick leave for bereavement purposes shall not count as a sick leave occurrence under Article XVII, Section 8.

ARTICLE XXI

RETIREMENT

SECTION 1

The retirement provisions shall be governed by Public Act 345 of the Public Acts of 1937, as amended.

SECTION 2

- A. Any eligible member retiring from the Fire Department who was hired before June 1, 2010, shall have a pension throughout the member's life, as authorized under P.A. 345 of 1937, as amended, payable at the rate of 2.8% of his/her average final compensation multiplied by the first twenty-five (25) years of service credited to him/her plus 1% of the members average final compensation multiplied by the number of years, plus a fraction of a year, of service rendered by him/her which are in excess of twenty-five (25) years. Maximum of seventy-five (75%) percent. In addition, all other benefits and compensation as set forth in said Act shall be credited to the members.
- B. Employees hired on or after June 1, 2010 shall have upon retirement from the Fire Department a pension throughout the member's life, as authorized under P.A. 345 of 1937, as amended, payable at the rate of 2.25% of his/her average final compensation multiplied by the first twenty-five (25) years of service credited to him/her plus 1% of the average final compensation number of years multiplied by the number of years, plus a fraction of a year, of service rendered by him/her

which are in excess of twenty-five years to a maximum of 61.25%. In addition, all other benefits and compensation as set forth in said Act shall be credited to the members.

- C. The Redford Township Police and Fire Retirement System consists of a defined benefit plan. The 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.

DEFERRED RETIREMENT OPTION

A. OVERVIEW

Employees Hired Before June 1, 2010: Any such employee within the fire department who is a member of the Redford Township Police and Fire Act 345 Retirement system may upon reaching twenty (20) years of service credit, or during the transition years of April 1, 2009 through May 31, 2011 upon reaching twenty (20) through twenty-five (25) years of service credit voluntarily elect to participate in the Redford Township Police and Fire Retirement System Deferred Retirement Option Plan (hereinafter referred to as DROP).

Employees Hired on or After June 1, 2010: Any such employee within the fire department who is a member of the Redford Township Police and Fire Act 345 Retirement system may upon reaching twenty-five (25) years of service credit voluntarily elect to participate in the Redford Township Police and Fire Retirement System Deferred Retirement Option Plan (hereinafter referred to as DROP).

Upon commencement of DROP participation, the participant's DROP benefit shall be the dollar amount of the employee's monthly pension benefit as computed by using the contractual guidelines and formula(s) that are in effect on the particular DROP date. During participation in the 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 Fire Department 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 DROP benefit shall be credited monthly to the participant's DROP account which shall be established within the Redford Township Police and Fire Retirement System. The participant's DROP account shall be maintained and managed by the Board of Trustees of the Redford Township Police and Fire Retirement System (Retirement Board). Upon termination of employment, the participant shall retire and will begin to receive payment(s) from his/her individual DROP account as described herein. The DROP account payment(s) are in addition to all other contractual pension benefits. The participant is solely responsible for analyzing the tax consequences of participation in the DROP.

Effective April 1, 2009, any member that elects to enter the Deferred Retirement Option Plan, (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 the first twenty (20) years of service credited to him/her. During the transition years of April 1, 2009 through May 31, 2011 members that elect to enter the Deferred Retirement Option Plan, (DROP), shall have a pension throughout the members life, payable at the rate of 3.0% of his/her final average compensation multiplied by the first twenty (20) through twenty-five (25) years of service credited to him/her. Members electing to enter the DROP program at twenty (20) years of service credit and during the transition years listed in this section, through twenty-five (25) years of service credit shall have average final compensation taken from the average of the two (2) years of highest annual compensation as stated in Section 8. (See Appendix "B"-DROP groupings and pension benefits).

Effective October 1, 2015, any member that elects to enter the Deferred Retirement Option Plan, (DROP), shall have a pension throughout the member's life payable at the rate of 2.8% of his/her final average compensation multiplied by the first twenty (20) through twenty-five (25) years of service credited to him/her. Members electing to enter the DROP program at twenty (20) years of service credit and during the transition years listed in this section, through twenty-five (25) years of service credit shall have average final compensation taken from the average of the three (3) years of highest annual compensation as stated in Section 8. (See Appendix "B"-DROP groupings and pension benefits).

B. PARTICIPATION PERIOD

The maximum period for participation in the DROP is sixty (60) months for those members entering the DROP with twenty (20) years of service credit.

During the transition years of April 1, 2009 through May 31, 2011 the maximum period for participation in the DROP is 48 months for those members entering the DROP with twenty-one (21) years of service credit, 36 months for those members entering the DROP with twenty-two (22) years of service credit, 24 months for those members entering the DROP with twenty-three (23) years of service credit and twelve months for those members entering the DROP with twenty-four (24) years of service credit. (This will be known as the Participation Period) after which time the employee shall terminate employment with the Township. There is no minimum time period for participation.

Upon termination of employment, the retiree shall receive the monthly retirement benefit previously credited to their DROP account and shall be eligible for distribution of his/her DROP account balance in accordance with Subsection I herein.

C. ELECTION TO PARTICIPATE

Election to participate in the DROP program is IRREVOCABLE (except in the instance of duty disability or duty death as provided in DROP Section L herein). An employee who

wishes to participate in the DROP shall submit a letter of intent to enter the DROP program to the Retirement Board in a timely fashion. 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 DROP.

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

D. DROP BENEFIT

The participant's 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 DROP date according to all sections and subsections regarding DROP within this Article and less any annuity withdrawal reduction as set forth in Section 3 of this Article and/or any actuarial reductions as a result of the Employee electing an optional form of benefit as described in Public Act 345 of 1937 as amended Section 38.556(h), subsections (i),(ii).

The Participant's DROP benefit shall be credited monthly to the Participant's DROP account. A DROP participant may at the time of 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 the current Option I or Option II Benefit 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 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 DROP participation; or (2) the person to whom the retiree was legally married on both the effective date of termination of DROP participation and the retiree's date of death provided such death occurs after termination of 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.).

E. ANNUITY WITHDRAWAL OPTION

An Employee who elects to participate in the DROP, and correspondingly ceases participation in the Retirement System, may elect the Annuity Withdrawal Option provided by the Plan at the time of electing DROP participation. Such election shall be made commensurate with the Participant's DROP election, but not thereafter, and will be utilized to compute the actuarial reduction of the Participant's 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 retiree'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 DROP Participant who has elected the Annuity Withdrawal Option shall, as of his/her 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 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 will 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 DROP participant.

F. PAID TIME OFF AND ACCUMULATED LEAVE TIME

Sick Time

Upon an Employee's election to enter the DROP, he/she will be paid in cash for accumulated sick time according to Section 9, Subsection a. of this Article.

An Employee who has elected to enter the DROP shall have his/her unused sick time figured into his/her final average compensation according to Section 9, Subsection b. of this Article.

A member who has elected to enter the 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 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 November 15th pay date annually. (ex., the member will receive 12.5% of the remaining 50% due on November of the member's second year of DROP, 12.5% of the remaining 50% due on the member's third year of DROP and so on until all remaining monies due are paid to the member by the fifth year of DROP). A member who does not participate in the 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.

An employee electing to enter the DROP program who is paid out for unused sick time accumulation shall be forwarded in advance twelve sick days for the first year working as a DROP participant. After the first year of DROP participation, the DROP participant shall accrue one 24 hour sick day per month until termination of employment.

Upon termination of employment a DROP participant will be paid in cash for four (4) hours of every twenty-four (24) hour sick day accrued and not used during the DROP participation period.

Compensatory Time

An employee upon electing to enter the DROP shall be paid out for all unused compensatory time. A DROP participant may continue during the DROP participation years to receive, accumulate and use compensatory time as stated in Article XIV, Section 7, of this Agreement. Upon termination of employment the 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 DROP, he/she shall be paid in a lump sum for all unused accumulated vacation days and all unused accumulated extra vacation days according to Article XVIII and Article XXI, Section 8. The Charter Township of Redford agrees, as an incentive to enter the DROP program, to forward any twenty-four hour employee who elects to enter the DROP program between April 1, 2009 and May 31, 2011, six vacation days to be included in the lump sum payout of unused accumulated vacation time and to be used for purposes of determining final average compensation, not to exceed thirty-six and one half (36 and ½) total days accumulated and also agrees to forward any forty hour employee who elects to enter the DROP program between April 1, 2009 and May 31, 2011, twelve vacation days to be included in the lump sum payout of unused accumulated vacation time and to be used for purposes of determining final average compensation, not to exceed sixty seven (67) total days accumulated. Such forwarded time will be taken from the participant's monthly vacation accrual in his/her first six months of DROP Participation.

A DROP twenty-four hour participant shall accumulate one vacation day per month of service while in the DROP program. A DROP forty hour participant shall accumulate

thirteen and one-half (13 ½) hours per month. Once a DROP participant has three months of service credit, he/she shall be granted the right to use those three vacation days in the furlough period in effect.

A member who has elected to enter the 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 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 November 15th pay date annually. (ex., the member will receive 12.5% of the remaining 50% due on November of the member's second year of DROP, 12.5% of the remaining 50% due on the member's third year of DROP and so on until all remaining monies due are paid to the member by the fifth year of DROP). A DROP participant shall NOT accumulate any extra vacation days during the DROP period as stated in Article XVIII, Section 4 of this Agreement.

Within 30 days of termination of employment a DROP Participant shall be paid in a lump sum payment for any accumulated and unused vacation time.

Personal Leave days.

A DROP participant shall continue to accrue and use Personal Leave days according to Article XIX of this Agreement.

An employee electing to enter the DROP program shall be given the ability to carry over any unused personal leave days into the first year of DROP participation. After the one year of DROP participation, any unused carried over personal leave days shall be transferred over into the Participant's sick bank.

G. DROP ACCOUNTS

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

H. CONTRIBUTIONS

Employer and employee contributions to the Redford Township Police and Fire Retirement System, as stated in Article XXI, Section 6 of this Agreement, shall cease for DROP participants during their DROP participation.

I. DISTRIBUTION OF DROP ACCOUNT FUNDS

Upon termination of employment, the former DROP participant must choose one, or a consistent combination of, the following distribution methods to receive payment(s) from his/her individual 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 DROP account balance shall be credited monthly with interest, once employment is terminated, based upon the greater of : 1) five percent (5%) per annum or 2) one-half (1/2) of the market rate of return earned by the Redford Township Police and Fire Retirement System in the prior calendar year.

Former 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.

Former participants may elect a total lump sum distribution of any remaining balance in their 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 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 former 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 it's 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.

Any and all distributions from a Participant's DROP account shall not be subject to offset by any workers' compensation wage loss payments received by the Participant, including any redemption amounts. Any eligibility for receipt of a post-retirement benefit improvement (a/k/a "13th check") shall be made at time of enrollment in DROP.

J. DEATH DURING DROP PARTICIPATION.

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

K. DISABILITY DURING DROP PARTICIPATION.

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

L. SPECIAL PROVISION FOR DUTY DISABILITY AND DUTY DEATH.

A DROP Participant who is found by the Redford Township Police and Fire Retirement System provisions, to be totally and permanently incapacitated for duty by reason of a personal injury or disease occurring as the natural and proximate result of causes arising out of and in the course of the Participant's employment with the Township, may retroactively revoke the Participant's DROP election if the revocation occurs before the payment of a distribution to the Participant from the Participant's DROP account or before payment of disability or retirement benefits to the participant from the Redford Township Police and Fire Retirement System. If a DROP Participant dies in the line of duty while in the employ of the Township, the 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 DROP beneficiary(ies) may, by unanimous agreement, retroactively revoke the Participant's DROP election if the revocation occurs before payment of a distribution from the Participant's DROP account or payment of benefits from the Redford Township Police and Fire Retirement System. If a DROP election revocation is made as prescribed by this Subsection, the Participant's 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 DROP election had not been made.

In the event of revocation of 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 XXI, Section 6 of this Agreement and the Employee shall receive service credit for

all service rendered during the DROP participation or as otherwise provided in the applicable collective bargaining agreement.

M. INTERNAL REVENUE SERVICE COMPLIANCE.

The Internal Revenue Service has accepted the DROP concept because the Employee/DROP Participant does not have either actual or constructive receipt of the DROP payments (while participating in the DROP), and the Participant ceases to accumulate additional credit toward retirement benefits once DROP Participation commences. The 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 DROP provision to be in violation of any applicable law, that provision shall be null and void and the remaining DROP provisions shall constitute the terms of the DROP.

N. DROP VESTING SCHEDULE

For all members who enter DROP plans on or after October 1, 2015, there will be the following vesting schedule:

- 0-12 months-eligible for 20% of DROP account
- 12-24 months-eligible for 40% of DROP account
- 24-36 months-eligible for 60% of DROP account
- 36-48 months-eligible for 80% of DROP account
- 48-60 months-eligible for 100% of DROP account

SECTION 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 computed at a rate of 5% per annum after December 31, 1997. Upon this election and the payment of accumulated contributions, the retiring member's 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 for immediate annuities, as of the first day of the fiscal year in which the annuity is withdrawn. A retiring member and his/her spouse, if any, shall, if possible, jointly participate in a meeting with the Township representatives prior to the election at which the effects of the annuity withdrawal will be explained. The parties agree that in any future proceedings in which the issue of adequacy of pension benefits comes 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 annuity withdrawal option.

SECTION 4

A member shall be eligible to retire with full benefits after twenty-five (25) years of service with the Department in conformity with the provisions of Act 345.

SECTION 5

Section 6(i) of Act 345 notwithstanding, a member's spouse shall have vested rights in the member's pension, upon the member's death, after ten (10) years of service.

SECTION 6

- A. For employees hired prior to June 1, 2010, Section 9(l) of Act 345 notwithstanding, the Township shall pay into the retirement system the member's five (5%) percent contribution and the member's pension contribution shall thereupon be reduced to zero (0%) percent. Notwithstanding the above, any such contribution made by the Township in lieu of a member's contribution shall be treated as the members contribution; shall be credited to the member's account in the Reserve for employees' contribution: and shall be subject to refund to the member together with accumulated interest in accordance with the provisions of Act 345 and all provisions of this Article, including, but not limited to, Section 3, provided such treatment of this payment is permitted by the Internal Revenue Service.

B. For employees hired after June 1, 2010, Section 9(l) of Act 345 notwithstanding, the Township shall pay into the retirement system the member's five (5%) percent contribution and the member's pension contribution shall thereupon be reduced to zero (0%) if the following conditions are met:

- (1) The employee owns and lives in a home within Redford Township.
- (2) The employee pays homestead taxes on that home and considers the home to be his/her primary residence.
- (3) The employee shall annually provide the Township with 3 pieces of necessary documentation (i.e. driver's license, electric bill, gas bill) to show they are still living in the home.

Notwithstanding the above, any such contribution made by the Township in lieu of a member's contribution shall be treated as the members contribution; shall be credited to the member's account in the Reserve for employees' contribution and shall be subject to refund to the member together with accumulated interest in accordance with the provision of Act 345 and all provisions of this Article, including, but not limited to, Section 3, provided such treatment of this payment is permitted by the Internal Revenue Service.

SECTION 7

In accordance with Section 6(f) of Act 345, average final compensation will be taken from the average of the three (3) years of highest annual compensation received during the ten (10) years of service immediately preceding retirement or leaving service.

SECTION 8

A. Base salary (57.5 hours straight time per week though 3-31-98, 56.0 hours straight time per week thereafter) bonuses, longevity pay, holiday pay, used sick days, and used personal days, used bereavement leave days, used vacation days and out of classification pay shall be included in determining average final compensation as

well as calculating employee contributions to the pension fund. In addition to the above, accumulated sick leave (see Section 9), accumulated holiday pay, and accumulated vacation leave payments made at the time of retirement, according to the provisions contained in this agreement, shall be included as part of average final compensation for the purpose of computing retirement benefits.

- B. All 24-hour personnel shall have credited for final average compensation purposes all accumulated vacation leave hours based upon a 24-hour day although they shall continue to receive actual payment for such leave based upon a 40-hour work week. All other items for which employees receive some form of compensation, including but not limited to, other overtime pay, call-in pay, unused compensatory time, uniform allowance and food allowance shall be excluded from these computations.
- C. An employee in receipt of duty connected injury benefits pursuant to Article XXXIII, Payment for Duty Connected Injury, shall have the wage component of average final compensation for the purpose of computing retirement benefits for the period that the employee is in receipt of such benefits based upon the gross base salary rate that the employee would have received had the employee not been injured, instead of based upon the supplemental benefits actually received, up to a maximum of eighteen (18) months.

SECTION 9 - SICK TIME PAY OUT

- a. The Township will pay, in cash, to all employees' one hundred (100) sick days upon retirement, except as provided under Article XXI Section 2.
- b. Sick time for figuring final average compensation only will be as follows:
One hundred percent (100%) for the first one hundred-fifty (150) days accumulated. Four (4) hours for every day over one hundred-fifty (150) accumulated.

SECTION 10- SURVIVOR BENEFITS FOR DISABILITY RETIREES

Section 6 - (2d) of Act 345 of 1937 is amended to provide that if a disability retirant with 10 years of service who retired under this subdivision dies before attaining age 55 years of age, his/her surviving spouse shall receive a survivor disability pension equal to 60% of the disability pension payable to the disability retirant on the date of his/her death. If there is no surviving spouse, the survivor disability pension described in the previous sentence shall be paid to the disability retirant's surviving minor children, if any, and continue to each surviving child until he/she becomes 18 years of age or until his/her marriage or death before becoming 18 years old.

SECTION 11

- a. Any member who has completed at least 21 years of service may purchase up to four (4) years of service time not to exceed twenty-five (25) years total service time. The member will be required to pay the employee's 5% contribution as well as the employer's contribution to be determined by an actuarial amount. The member will be subject to any health care cost adjustment that the Union negotiates prior to his/her 25th anniversary date.
- b. A member electing to enter the DROP program shall, upon written request, be refunded monies paid by the member for any years or fraction of a year of generic service time purchased under the prior agreement and not used by the member as service credit to attain eligibility for the DROP program.
- c. Any member hired prior to June 1, 2010 shall be allowed to purchase military time (based on documentation of time served). The member's total cost shall be five percent (5%) of the member's includable average final compensation for the fiscal year ending March 31, 2009.
- d. No more than four (4) years in total, whether generic or service time, may be purchased by any one Union member.

SECTION 12

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 13

The cost of any actuarial studies, if necessary, to implement this contract will be evenly split between the Union and the Township.

ARTICLE XXII

INSURANCE

SECTION 1-LIFE INSURANCE

The township shall provide, at no cost to the employee while the employee is in the Township service, a fifty thousand and no/100 dollar (\$50,000.00) group life insurance policy with double indemnity. The employee upon retirement or other voluntary departure may continue such insurance at the employee's expense. Retirees will be given a two thousand dollar (\$2,000.00) death benefit at no cost to the retiree up to age 65; to be paid to his/her designated beneficiary or estate.

SECTION 2-HOSPITALIZATION

Each fire fighter, along with spouse and eligible dependents, shall be provided with full Blue Cross/Blue Shield insurance, or its equivalent, MVF II, Master Medical, along with a five dollar (\$5.00) prescription drug rider. The same coverage shall be provided to retirees with twenty-five years of service, DROP Participants with twenty through twenty-five years of service and to retirees retiring on a duty disability pension, together with their spouses and IRS eligible dependants. Effective upon signature of this agreement, the Township may implement the following changes:

- a. The deductible for Master Medical claims will be two hundred fifty (\$250.00) dollars for a single person. Family deductible will be five hundred (\$500.00)

dollars per family. The deductible for any one family member will be reached when that member has reached two hundred fifty (\$250.00) dollars or the combined family has reached five hundred (\$500.00) dollars.

- b. The co-pay coverage, except for retirees, will be one (\$1.00) dollar per week for single employees and two (\$2.00) dollars per week for employees with spouse and, or dependent(s) coverage.
- c. Cancer screening will be added to current coverage.
- d. Those employees selecting an HMO will continue the same plan with no changes and no weekly payment.

Firefighters retiring from Redford Township with less than twenty (20) years of service, except for duty disability retirees and except those members electing DROP participation at twenty (20) years of service credit, will be offered the opportunity to pay for continued coverage pursuant to COBRA. Employees retiring with between twenty (20) and twenty-five (25) years of service credit, except for duty disability retirees and those members electing to participate in the DROP program along with their spouse and eligible dependants, shall be provided with the same health care coverage set forth above, except if the employee's spouse is covered under a health insurance plan providing equivalent benefits, which covers the retiree, or except if the retiree obtains employment after retirement which provides a State approved H.M.O. program.

If such equivalent health insurance coverage is provided to the retiree with between twenty (20) and twenty-five (25) years of service, then the Township provided benefits shall cease until such time as the retiree notifies the Township that the alternative coverage available to the retiree has ceased, in which case the Township shall again provide the retiree, spouse and eligible dependants with the health insurance coverage provided to the retiree at the time of the retiree's retirement. As a condition of receiving this health care benefit, the employee retiring with more than twenty (20) years of service and less than twenty-five (25) years of service, agrees to inform the Township of any changes in his/her employment or his/her spouse's employment and

will sign a release such that the Township may verify whether or not the employee and his/her spouse are indeed eligible for alternative health care coverage.

SECTION 3-DENTAL

The Township will provide dental insurance coverage for bargaining unit employees. For employees hired after June 1, 2010 coverage is for the employee only. For employees hired prior to June 1, 2010 dental insurance may include their spouses and dependents. The insurance plan shall be equivalent to Blue Cross/Blue Shield dental program, providing 75/50/50 MBL \$2,000.00 annual maximum (\$2,000.00 lifetime orthodontia maximum), paid benefits, or a similar plan providing equal or better benefits at the discretion of the Township.

The Township also may, at its sole discretion, offer a dental maintenance program.

At the earliest possible time, the Township will provide the Union copies of this policy.

SECTION 4-OPTICAL

The Township will provide an optical program to all bargaining unit employees. For employees hired after June 1, 2010 coverage is for the employee only. For employees hired prior to June 1, 2010 optical insurance may include their spouses and dependents. Said program shall be the current Blue Cross/Blue Shield program (Vision Care Group Benefit Certificate Series A80), or a similar program providing equal or greater benefits, at the Township's discretion. At the earliest possible time, the Township will provide the Union with copies of this policy.

SECTION 5

Any member who retires during this agreement may elect to receive the dental and optical benefits being provided to active bargaining unit members with the retiree and the Township each paying 50% of the premium.

SECTION 6

Employees on an unpaid leave of absence shall be provided with continued health insurance coverage, provided under this agreement, for 30 days only and thereafter may elect to continue in the Township's health insurance plan at the employee's own expense subject to any

restriction imposed by the health care provider and COBRA. Employees on an unpaid leave of absence shall be entitled to no other benefits whatsoever.

SECTION 7

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 insurance coverage or increase in cost as a result of exercising this option. Medicare part "B" will be at the retiree's expense.

SECTION 8

Employees retiring under this agreement may not add dependants to their health insurance coverage after they have left the service of the Township.

SECTION 9

The Union will allow individual members at the member's option to participate in a flexible benefits plan.

SECTION 10-DISABILITY INSURANCE

A regular 40-hour per week employee who exhausts all available sick leave and has been off work for at least 30 working days due to non-work related illness or injury shall be compensated at eighty percent (80%) of their base rate. This compensation shall start from the later of the first workday after the employee exhausts his/her final sick day or the 30th workday from when the disability began 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 accrue and retain seniority rights but no other benefits will accrue. At the end of the 120 working days, the employee will be considered to be on unpaid leave wherein no benefits will accrue. Upon expiration of the disability insurance and the employee does not return to work, the

employee may purchase group health insurance, provided the service fee is paid as allowed by C.O.B.R.A.

SECTION 11

No sooner than January 10, 2003, the Township will provide to each current full-time employee, the employee's spouse, and the employee's dependants (as defined by the insurer) the following health care options:

- A. For employees hired before July 1, 2002 Blue Cross Blue Shield Traditional Plan or comparable coverage with:
1. Master Medical with a 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) co-pay for generics and a twenty dollar (\$20.00) co-pay for name brand medications. Employees are required to use generics, unless unavailable or demonstrated to the carrier that the non-generic brand is required;
 5. Effective upon the signing of this agreement, biweekly payroll deduction of 8% of the illustrative rate for the current year of the employee's chosen insurance plan.
 6. Blue Cross Blue Shield VCA 80 Vision Program as utilized under the current practices, or comparable coverage.
 7. Blue Cross Blue Shield Dental or comparable coverage Class I-preventative care providing 75% coverage, Class II-restorative care and Class III-prosthetic care providing 50% coverage with an annual maximum of

\$2,000.00, Class IV-orthodontic care providing eligible family members 50% coverage with a lifetime maximum of \$2,000.00.

B. Blue Cross Blue Shield Community Blue PPO Plan 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 for generics and a twenty dollar (\$20.00) co-pay for name brand medications. Employees are required to use generics, unless unavailable or demonstrated to the carrier that the non-generic brand is required;
3. Office visits with a twenty (\$20.00) dollar co-pay;
4. One hundred (\$100.00) dollar emergency room fee which shall be waived if deemed by the insurance carrier to be an emergency; (the Union acknowledges that the past practice under which the Township has reimbursed its members the fifty dollars emergency room fee will be eliminated, consistent with the practice in the rest of the Township).
5. Effective upon the signing of this agreement, biweekly payroll deduction of 8% of the illustrative rate for the current year of the employee's chosen insurance plan;
6. Blue Cross Blue Shield or comparable coverage for vision and dental as offered with the BC/BS Traditional Plan.

C. HMO with:

1. Prescription coverage with a ten (\$10.00) dollar co-pay for generics and a twenty (\$20.00) co-pay for name brand medications. Employees are required to use generics, unless unavailable or demonstrated to the carrier that the non-generic brand is required.
2. Office visits with a twenty (\$20.00) dollar co-pay;

3. One hundred dollar (\$100.00) emergency room fee which shall be waived if deemed by the insurance carrier to be an emergency; (the Union acknowledges that the past practice under which the Township has reimbursed its members the fifty dollars emergency room fee will be eliminated, consistent with the practice in the rest of the Township).
 4. Effective upon the signing of this agreement, bi-weekly payroll deduction of 8% of the illustrative rate for the current year of the employee's chosen insurance plan;
 5. Blue Cross Blue Shield or comparable coverage for vision and dental as offered with the BC/BS Traditional Plan.
- D. Effective June 1, 2010, all new hires will have the option of Blue Cross Blue Shield Community Blue PPO as offered by the Township. Traditional Blue Cross Blue Shield is not an option for employees hired after July 1, 2002.
- E. Retirees
1. The Township will allow employees who are retiring, their spouses and their eligible dependants (as defined by the insurer) to choose one of the health care options set forth in Article XXII, Section 11(A), (B), or (C), above. Retirees and members electing to enter the DROP program will retain the level of health care, optical, and dental benefits, or the equivalent, in effect at the time of their election of this option, including co-pays, payroll deductions (pro-rated on a monthly basis), and spousal and dependant coverage's. Retirees will have the same option as regular employees to change health care plans on an annual basis.
 2. An employee who retires may not add dependants to their health insurance after they have left the service of the Township.

3. A retiree's cost for health care premium sharing shall be capped at \$1500 per year once that employee is permanently separated from service with the Township.
 4. An employee that enters the DROP program within 1 year of the signing of this CBA shall be entitled to 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 contribution's once the employee is permanently separated from service with the Township.
- F. Whenever eligible members or retirees of the bargaining unit (including their spouses or dependants) 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 retirees' expense.

SECTION 12-BCBS-SB-HAS-PPO PLAN

Beginning April 1, 2014 (or as soon as practicable), all IAFF Local 1206 members will only have the BCBS-SB-HAS PPO plan as a health care option after the Township has a new open enrollment period.

- All IAFF Local 1206 members shall have coverage for themselves and their dependents.
- 1206 members will continue to pay 10% of the illustrative rate for premium sharing.
- The Township will pay the full amount of the plan deductible (\$1250 for single, \$2500 for two-person, \$2500 for family) into the plan HSA. Employees may contribute other monies through paycheck withdrawal in their HSA if they choose.
- The Township shall fund the HSA in quarterly installments.

- The Township shall have a deductible loan program in case of major illness or injury in the beginning of the plan year. If a member leaves service prior to the end of the plan year, he/she shall be responsible for reimbursing the pro-rat portion of the loan.
- The Section 125 FSA plan will be suspended effective the implementation of this health care plan. Members will have access to their 2014 FSA for as much as has been saved so far. The employees will be responsible to pay for any 125 FSA overages.

SECTION 13

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

ARTICLE XXIII

HOLIDAY PAY

- a. Each full-time employee shall be paid for thirteen (13) holidays each year of this contract. Holiday payments shall be made on the first bi-weekly pay day prior to December 15, of each year. Employees shall be entitled to pay for the following holidays:

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

NOTE:

Rate of payment shall be employee's weekly pay divided by five (5) days, which gives you the wages for one (1) day. The rate times thirteen (13) holidays equals total Holiday Pay. (This rate of payment is based on forty (40) hour week and eight (8) hour days.)

- b. Those members working a forty (40) hour week shall receive the holiday pay set forth in subsection (a), provided that such members shall receive only their regular pay, and not holiday pay, for holidays falling during their regularly scheduled work week unless the member works on the holiday or utilizes vacation leave, personal leave, or compensatory time for that day.
- c. Employees entering the DROP program shall no longer be eligible for Holiday Pay for those holidays occurring after the date of their entry into the program.

ARTICLE XXIV

LONGEVITY PAY

SECTION 1

Longevity will be rolled into each full-time employee's hourly rate of pay amount as follows:
April 1 of each year the member's hourly rate of pay will be adjusted accordingly for the purpose of calculating all monetary payments.

- a. Employees who have completed Five (5) years of service through Nine (9) years of service shall receive Sixty Dollars (\$60.00) per year for all years of service.
- b. Employees who have completed Ten (10) years of service through Nineteen (19) years of service shall receive Sixty-five Dollars (\$65.00) per year for all years of service.
- c. Employees who have completed Twenty (20) years of service or more shall receive Seventy-five Dollars (\$75.00) per year for all years of service.

SECTION 2

Date of hire shall be deemed the anniversary date of employment for all employees (provided that, to be first eligible for longevity pay, an employee shall have in fact served at least five (5) years as of his/her anniversary date).

ARTICLE XXV

FOOD ALLOWANCE

SECTION 1

Each member covered under this Agreement shall be paid the food allowance set forth below in a lump sum on or before the first bi-weekly pay day of July annually. The food allowance shall be one and one-half percent (1.5%) of the base wage of the fire fighter classification at the six (6) year wage rate, also included in the calculation will be the five-year longevity amount (one and one-half percent of \$300.00).

ARTICLE XXVI

UNIFORM ALLOWANCE

SECTION 1

A uniform allowance will be paid each full-time employee, in a lump sum, and paid no later than the first bi-weekly pay day of April annually. The uniform, care and maintenance allowance shall be one and one-half percent (1.5%) of the base wage of fire fighter at the six (6)-year wage rate also included in the calculation will be the five-year longevity amount (one and one-half percent of \$300.00).

SECTION 2

All new fire fighters shall be provided with OSHA approved, bunker-type gear, including coat, pants and boots. Additionally, all current equipment returned due to obsolescence will be replaced to a minimum of \$2,000.00 per year, beginning with pants, then coats, and then boots, starting with Fire Fighters, then Lieutenants, then Engineers and then the balance of the Department.

ARTICLE XXVII

EXPENSE ACCOUNT FIRE MARSHAL

Due to the varied duties required of the Fire Prevention Bureau which necessitates out-of-pocket expenses, the Township shall reimburse expenses incurred by individuals serving in the Fire Prevention Bureau. Such reimbursements will be made upon tender of appropriate receipts for expenses.

ARTICLE XXVIII

WAGES

SECTION 1 - WAGES

A wage schedule is attached as Appendix "A".

SECTION 2 - RANK DIFFERENTIAL

- a. The wage differential between a six (6) year firefighter and an engineer will increase as follows:
Starting Engineer 12.5%
Engineer after 1 year; 13.5%
Engineer after 2 years; 14.5%
Engineer after 3 years; 15.5%
- b. The wage differential between an engineer after 3 years and fire inspector will be 5%.
- c. The wage differential between an engineer after 3 years and the ranks of; lieutenant, senior inspector and EMS coordinator will be 10%.
- d. The wage differential between a senior inspector and fire marshal will be 4%.
- e. The wage differential between a lieutenant and battalion chief will be as follows:
Starting Battalion Chief 8%
Battalion Chief after 1 year 9%

SECTION 3, NEW HIRE STEPS TO FULL PAY

1. All full-time employees hired prior to June 1, 2010, shall be on the previous step increase schedule.
2. For employees hired on or after June 1, 2010, the new step increase schedule shall be in effect as follows:
 - a. Zero to six months, the employee shall earn a wage of 65% of a full-time firefighter at the six year wage rate. For this period of time the employee shall be on 40 hour work week schedule for training purposes.
 - b. Six to twelve months, the employee shall earn a wage of 70% of a full-time firefighter at the six year wage rate. For this period of time the employee shall be placed on-shift with a regular twenty-four hour schedule.
 - c. One year firefighter - 75% of a full-time firefighter at the six year wage rate.
 - d. Two year firefighter - 80% of a full-time firefighter at the six year wage rate.
 - e. Three year firefighter - 85% of a full-time firefighter at the six year wage rate.
 - f. Four year firefighter - 90% of a full-time firefighter at the six year wage rate.
 - g. Five year firefighter - 95% of a full-time firefighter at the six year wage rate.
 - h. Six year firefighter - 100% of a full-time firefighter at the six year wage rate.

ARTICLE XXIX

GRIEVANCE ARBITRATION

SECTION 1 - GRIEVANCE PROCEDURE

Should any differences, disputes or complaints arise as to the meaning or application of the provisions of this Agreement, and the Rules & Regulations of the Fire Department, such differences shall be resolved in the following manner.

STEP 1 (ALL VERBAL) An employee may discuss his/her grievance with his/her Unit Leader (or acting Unit Leader), with or without the presence of his/her Union Representative. The parties shall discuss the grievance in a friendly informal manner,

and shall make every effort to reach a satisfactory settlement at this point. The employee shall have the right to discuss the complaint with his/her Union Representative before any discussion takes place with the Unit Leader.

STEP 2 If the grievance is not satisfactorily resolved in first step, the Union will reduce the grievance to writing and submit said grievance to the Chief of the Department or his/her representative. The Chief shall reply in writing within ten (10) days thereafter.

STEP 3 If the grievance is not satisfactorily resolved in the second step, the grievance and the answer of the Department's Chief along with any other supplemental documents, shall be submitted to the Township Supervisor or his/her representative. Within ten (10) days from receiving such notice, the Township Supervisor or his/her representative shall make determination and reduce the same to writing, supplying copies of his/her answer to the employee involved, the Union and the Department.

STEP 4 In the event the grievance is not disposed of or received in STEP 3 to the satisfaction of the grievant, the grievant may elect to appeal as follows:

(A) TO THE CIVIL SERVICE COMMISSION:

If the grievance is not adjusted at the Third Step of the Grievance Procedure as to any matter cognizable under the provisions of Act 78, P.A. 1935, as amended, and the grievant believes that he has grounds for appeal, the grievant may appeal to the Fire and Police Civil Service Commission. This appeal shall be filed within the time allotted by Act 78. In the event that the Civil Service Commission does not make an adjustment of the grievance satisfactory to the grievant, the grievant shall have the right of appeal to the Wayne County Circuit Court as provided under Act 78.

(B) ARBITRATION:

If the grievant feels that the grievance is not settled satisfactory in Step 3 and the employee does not utilize Act 78, then the Union may request arbitration by written notice to the Township.

- (1) Parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an Arbitrator.
- (2) 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 facts, reasoning, and conclusions on the issue submitted.
- (3) 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 shall have no power to add to, subtract from or modify any terms of this Agreement, nor shall he have any power of authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the Arbitrator shall be final and binding upon the employer, the Association and the grievant.
- (4) 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 expense.

SECTION 2 - MISCELLANEOUS PROVISIONS

- (a) All grievances must be filed within thirty (30) days of the occurrence which caused the grievance to arise or knowledge thereof.
- (b) The Union may file a grievance, through its executive board, whenever it feels that there exists an event of condition which affects the conditions or circumstances under which an employee works, allegedly caused by a violation of a provision or term of this Agreement, existing or past practice.
- (c) No settlement at any stage of the grievance procedure except a civil service or arbitration decision shall be precedence in any future grievance and shall not be admissible in evidence in any future grievance proceeding.

- (d) During the pendency of any proceedings, and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.
- (e) There shall be no reprisals of any kind by administrative personnel taken against the grievant, any part in interest or his/her Union representative, any member of the grievance committee or any other participant in the procedure set forth herein by reason of such participation.
- (f) Time limits between the various steps may be waived and/or extended by mutual written agreement.
- (g) The Union will submit a grievance to arbitration only after final approval by the President or Executive Board of the Union. In no event shall an individual be permitted to invoke arbitration in this Agreement.
- (h) The Commission and/or Arbitrator, when considering a contract grievance, shall limit its decision strictly to the interpretation, application or enforcement of this Agreement and they shall be without power and authority to make any decision:
 - 1. Contrary to or inconsistent with or modifying or varying in any way the terms of this agreement.
 - 2. Granting any wage increases or decreases.
- (i) The commission and/or Arbitrator shall be without authority to require the employer to delegate, alienate, or relinquish any powers, duties or responsibilities, obligations or discretions which by State Law or State Constitution the employer cannot delegate, alienate or relinquish.
- (j) A member may appeal to either the Act 78 Civil Service Commission or arbitration as his/her sole and exclusive remedy of any dispute, a member may not utilize both forums.

SECTION 3 - DISCIPLINE

No employee shall be removed, discharged, reduced in rank or pay, suspended or otherwise punished, except for just cause, and in no event until he shall have been furnished with a written statement of the charges and the reason for such action, and all charges shall be void unless filed within 45 days of the occurrence of the alleged violation. The employee shall have reasonable time to prepare for the defense against charges preferred, and shall have the right to counsel; and shall be afforded due process. In the event a grievance thereon is filed by the employee, as elsewhere provided in this Agreement, the burden shall be upon the Township to justify the action complained of.

SECTION 4 - PERSONNEL FILE

Documentation of an oral reprimand shall be removed from an employee's personnel file after twelve (12) months. Written reprimands shall be removed from an employee's personnel file after two (2) years.

ARTICLE XXX

MUTUAL AID PACTS

"No employee shall be required to respond to any fire alarm or otherwise to another community under any 'mutual aid pact,' or like agreement, between this municipality and such other community if such alarm or request response is related to labor dispute in such other community or to the failure of such other community to maintain adequate fire protection services."

ARTICLE XXXI

PERFORMING WORK OF OTHER UNIONS AND TRADES

SECTION 1

Members of the Fire Department shall not be required to perform major work or duties of any other unions, trades, and all major mechanical work and/or repairs to the department's fire apparatus shall be performed by a Fire Department mechanic, or qualified outside mechanic or agency.

SECTION 2

Upon demand of either party, the parties agree that a housekeeping committee composed of the Township Supervisor, Fire Chief, and Union President or their designated representatives shall meet to review such items as furniture, bedding, building and equipment maintenance etc., for need of replacement or repairs.

The housekeeping committee shall meet at least once every six (6) months, during the months of February and August unless cancelled by the Union.

ARTICLE XXXII

LAYOFFS AND UNEMPLOYMENT COMPENSATION

SECTION 1

If, for reasons of economy, the Township shall deem it necessary to reduce the number of paid members of its Fire Department, the reduction shall be effectuated in accord with 1935 P.A. 78; MCLA 38.501, et seq., as follows:

- (1) The last employee hired to the Department shall be the first to be laid off, and so on, until said reduction has been accomplished. Seniority shall be the sole basis for the Determination of layoffs, regardless of rank or classification.
- (2) In the event the Department shall again be increased in number, the employee last laid off will be the first reinstated, and so on, before any new appointments to the Department are made.

SECTION 2

Any employee covered by this Agreement who is laid off for lack of work or funds, shall receive the same benefits under the same rules, regulations and statutory requirements as the Michigan Unemployment Compensation Act, being M.S.A. 17.501, et seq., as amended.

SECTION 3

Employees on layoff shall be provided with continued health insurance coverage, provided under this agreement, for thirty (30) days only, and thereafter may elect to continue to

participate in the Township's health insurance plan at the employee's own expense, subject to any restrictions imposed by the health care provider and COBRA. Laid-off employees, for a period of two (2) years, shall continue to accumulate seniority for promotional purposes only. In addition, a laid-off employee, if he/she does not withdraw accumulated contributions to the retirement system at the time of layoff, may continue to accrue up to two (2) years seniority for pension purposes only.

If the employee chooses to continue to accrue seniority for purposes of pension, there shall be no responsibility or requirement for the Township to continue to make any pension contribution for laid-off employees.

ARTICLE XXXIII

PAYMENT FOR DUTY CONNECTED INJURY

SECTION 1

In the event any member of the Fire Department is injured in the performance of his/her duty, whether during regular working hours or otherwise, he shall receive the difference between his/her full pay and any workers' compensation benefits received by him for the duration of his/her disability not to exceed one (1) year. Thereafter, he shall receive workers' compensation for the length of his/her injury, if eligible, under the Workers' Compensation Statute. The employee shall continue to accrue seniority until the date of his/her retirement. While on duty connected injury no sick time will be lost or deducted, meaning that during the one (1) year period or thereafter, if Workers' Compensation is paid, no sick time is lost or deducted.

SECTION 2

If, during the one (1) year period that the employee is entitled to such supplemental benefits to Workers' Compensation under this provision, it is determined that the employee will not be able to return to work, the Township shall have the option to request that the employee be retired on a duty-disability pension. If the employee is so retired, the Township shall pay to the employee the present value, computed using a five (5%) percent interest assumption, of the difference

between what the employee would recover pursuant to Workers' Compensation together with these supplemental benefits and what the employee would receive via disability retirement for the remainder of the one (1) year period.

SECTION 3 - COORDINATION OF BENEFITS

In the event an employee is injured in a motor vehicle accident in the course of his duty, so as to be eligible for personal protection insurance benefits under the Michigan No-fault Act, MCLA 500.3101, et seq., payable from the Township, the parties agree that any Workers' Compensation benefits and duty disability benefits to which the employee may be entitled shall be subtracted from the personal protection insurance benefits otherwise payable for the injury. The 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 language is to prevent the Township from having to pay duplicate benefits to an employee arising out of a motor vehicle accident.

ARTICLE XXXIV

EDUCATION AND TUITION ASSISTANCE

SECTION 1

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

SECTION 2

The Township will pay one half (1/2) of the cost of tuition for any Fire Fighter on the satisfactory completion of any accredited course which is related to fire fighting, or rescue work, or can reasonably be expected to improve the officer's departmental performance. Tuition

reimbursement shall be capped at \$750.00/semester and to a maximum reimbursement of \$2,250 per year.

SECTION 3

Any financial assistance from any governmental or private agency available to an employee whether or not applied for and regardless of whether such assistance may have been received, shall be deducted from the entire amount of the reimbursement the employee is eligible for under this section

SECTION 4

Each Fire Fighter shall notify the Fire Chief or the Fire Chief's designee and receive authorization in advance to qualify under this article.

SECTION 5

The parties agree that no employee shall suffer a diminution in pay as a result of attendance for approved training or credit courses, in no case will an employee while attending school receive more than his/her regular pay as a result of such training programs.

ARTICLE XXXV

MISCELLANEOUS CONDITIONS

SECTION 1

The use of efficiency reports in the Fire Department shall be discontinued.

SECTION 2

The starting time for employees of the Fire Department shall be 8:00 a.m. year round.

SECTION 3

The Township agrees to make available to the Union a new list of hospitals that the member may use when injured while they are on duty. This list shall be made part of this Agreement.

SECTION 4

The Township shall provide a copy of this Agreement to each member of the Redford Township Fire Fighters Union.

SECTION 5

- A. The fire department Command Structure shall continue to include one Fire Chief and one person in the Inspector/Fire Marshall classification.
- B. In addition, one Battalion Chief shall be assigned to each of the three Units. One Lieutenant shall be assigned to each of the two first responding engines housed at either north or south stations. The Township, at its discretion, shall determine the number of firefighters working in the department and assigned per day, subject to Article XV, company strength.
- C. Currently, the fire department has three (3) engines permanently in service. Two engines are first responders and the third engine is used for commercial responses and for reserve status as first response. The Township will meet its obligations under this section by maintaining one Fire Chief, one Fire Marshall/Inspector, three Battalion Chiefs, six Lieutenants and nine Engineers.

SECTION 6

The Township will fill any vacancies which it is required to fill according to Article XXXV, Section 5, in the command positions specified in this Article within two (2) weeks, if an eligibility list exists.

SECTION 7 - EMERGENCY MEDICAL TRAINING

- a. Except as herein provided, all members of the Fire Department shall maintain EMT/Paramedic Certification. All Paramedics as of the signing date of this contract must maintain their paramedic licenses. All new hires following the signing date of this contract must be paramedics and must maintain a paramedic license. Members holding the rank of fire fighter who are not presently paramedic certified shall be permitted to obtain, and thereafter must maintain paramedic certification and shall thereafter be paid paramedic certification bonuses as set

forth in Section 10, below. The Township at its discretion, may offer paramedic training to the ranks above fire fighter to meet operational needs.

- b. During the three (3) year licensure period, each class shall be offered every year for three (3) years. The Township shall supply sufficient training each year to recertify all EMTs/Paramedics. It will be the ultimate responsibility of employees to maintain their EMT/Paramedic licenses. Members whose licenses should expire will be allowed sixty (60) days to obtain the required class, or classes. Employees shall be permitted to verify their training file with the Fire Department upon request. The Township shall attempt to offer these classes during the months of January, February, and March.
- c. If any EMT/Paramedic - Fire Fighters are required to change units to meet the functioning efficient levels for each unit, there shall be no overtime or other costs to the Township involved in the moves.
- d. [Any firefighter who as of the date of the execution of this agreement is currently not certified as a specialist will be given the opportunity to obtain such certification, with the Township paying for any necessary courses, books, and materials, and affording the employee any time off necessary to attend such class. The Township shall not be required to pay overtime for any such courses attended on the employee's off-duty time.] - This bracketed part was moved from Article XV - Advanced Life Support (formerly Company Strength (Manning)).

SECTION 8 - RESCUE UNITS

The Township will require the lowest eighteen (18) seniority, Paramedics at the rank of firefighter to ride the rescue units on a rotation. The Township may require other Specialists/Paramedics by reverse seniority to ride the rescue units when necessary as required by Wayne County Protocol.

SECTION 9 - CENTRAL DISPATCH

Central Dispatch will be manned by "persons trained in dispatching for Fire and Police from one central location."

SECTION 10 - EMT BASIC, SPECIALIST AND PARAMEDIC BONUSES

Employees hired after June 1, 2010 shall not receive annual Basic, Specialist or Paramedic bonuses.

The following EMT, Specialist, and Paramedic bonuses shall be paid no later than the first Bi-weekly pay day of April annually, based upon the employee's base wage:

- a. Employees with an EMT Basic license shall receive a 2.0% annual bonus.
- b. Effective April 01, 2002, employees with an EMT Specialist license shall receive a 4.0% annual bonus.
- c. Employees with an EMT Paramedic license shall receive a 6.0% annual bonus.

NOTE:

The bonuses paid for EMT Basic or Specialist or Paramedic licenses are compensation for obtaining and maintaining said licenses and shall not be used in the computation of any rank differentials.

It is agreed that, in calculating a member's EMT Basic, Specialist, or Paramedic bonus, the annual value of longevity for the years of service as of March 31 of each year, as provided in Article XXIV, Section 1, Sub-section a, b, or c of the contract, will be added to the annual base wage of the member, as of April 1, of that year, as provided under Article XXVIII, as referenced to Appendix A of the contract.

SECTION 11 - EMT BASIC, SPECIALIST AND PARAMEDIC PAY

Any member hired after April 1 of each year shall receive a pro-rata share of the EMT Basic, Specialist, and Paramedic bonuses for the portion of the remainder of that fiscal year they will be employed. Payment of this money will occur no later than sixty (60) days after their hire. Any member who leaves the Department for reasons other than retirement which include, but are not

limited to, termination, quit, layoff, transfer, etc., after April 1 of each year will be obligated to reimburse the Township for the pro-rata portion of that fiscal year they do not work. This language shall serve as authorization for the Township to deduct these monies from the paycheck or payout of any employee who leaves the department.

SECTION 12 - REORGANIZATION

The Township may implement its reorganization plan which provides for the closure of the middle station and the addition of a rescue unit.

SECTION 13 - MILEAGE EXPENSE

Each employee shall be reimbursed mileage expense for the use of private vehicles for Department business, training, and other related activities. The rate will be paid according to Township Board Resolution and will be calculated from station number two (2) round trip. The Township may provide transportation in lieu of reimbursement. Transportation between stations will not be included.

SECTION 14 - PAY PERIODS

The Union agrees to change from a weekly to a bi-weekly pay period.

SECTION 15 - LAUNDRY

Members will wash and maintain laundry such as sheets, pillow cases and towels within the fire stations. The Township will provide each member with one set of sheets and will replace one time per year if needed. Other items will be replaced by the Township as needed.

SECTION 16 - FLEXIBLE BENEFIT PLAN

The Township and the Union agree to accept the Section 125 Flexible Benefit Plan as adopted by the Township. This plan will continue indefinitely unless modified by future collective bargaining agreement and/or future legislative or Internal Revenue modifications. It is understood that this benefit is optional for those employees electing to enroll.

SECTION - 17, 40 HOUR EMPLOYEE WORK WEEK

The Township and the Union agree that except for probationary employees 40 hour employees may choose between five (5) eight hour days or four (4) ten hour days to equal a 40 hour work week. This shall be with prior notification and approval of the Fire Chief. Scheduled time off and sick time shall be calculated in hours rather than days.

ARTICLE XXXVI

PROMOTIONS

SECTION 1

All promotions shall be based upon the following promotional criteria:

1. All promotions within the bargaining unit shall be by seniority in rank among those candidates who have met established qualifications. No member may be reduced in rank or denied promotion for failure to meet qualifications if it is through no fault of their own.
2. Qualifications for promotions in the Fire Department shall be as indicated in the following provisions. Courses of study required shall be provided at Township expense.

[1] Pipeman to Engineer

- A. Will have successfully completed Fire fighter Level II by the end of the one (1) year probation period.
- B. Will have successfully completed a pump operator's course by the end of three (3) years of service.
- C. Successful completion of a pump operator's course is required for promotion to Engineer.

[2] Engineer to Lieutenant

- A. Successful completion of Fire Company Officer (or equivalent as offered by State of Michigan Firefighters Training Council, LARA

or the current governing body that covers training) is required by the end of two (2) years in grade and before promotion to Lieutenant.

[3] Lieutenant to Battalion Chief

- A. Successful completion of Fire Officer III (or equivalent as offered by State of Michigan Firefighters Training Council, LARA or the current governing body that covers training) is required by the end of two (2) years in grade and before promotion to Battalion Chief. Per this Agreement, the parties agree to re-title the rank of Captain to Battalion Chief.

[4] Battalion Chief to Fire Chief

- A. When a vacancy occurs in the position of Fire Chief, the Township shall fill the position pursuant to a competitive test in accordance with Public Act 78 from within the Redford Township Fire Department rank of Battalion Chief. The Township Supervisor shall have the sole and exclusive authority to select the next fire chief from those Battalion Chiefs who test and pass the competitive test.
- B. Successful completion of Fire Officer IV or some equivalent Executive Fire Officer training (or equivalent as offered by State of Michigan Firefighters Training Council, LARA or the current governing body that covers training) is required by the end of two (2) years in grade and before promotion to Fire Chief.

[5] Fire Inspector

- A. Successful completion of State Fire Inspector Certification will be required by the end of two (2) years in grade or as soon thereafter as possible.
- B. Successful completion of State Certified Arson Investigation School and maintenance of Inspector Certification will be required by the end of four (4) years in grade and before promotion to Senior Inspector.
- C. Any member of the Fire Department with five (5) years seniority or more will be eligible to compete for the position of entry level fire inspector.

[6] Senior Inspector

- A. Shall obtain the State of Michigan and NFPA Fire Inspector certifications, and the State of Michigan certification to become a Fire Investigator, and will attend all continuing education programs as directed by the Chief of Department and/or the training officer to qualify for promotion to Fire Marshall.
- B. At least four (4) years as inspector and ten (10) years of seniority will be necessary for an entry level fire inspector to become a senior fire inspector.

[7] Fire Marshall

- A. Shall maintain State Fire Inspector Certification and will attend all continuing education programs as directed by the Chief of the Department
- B. At least five (5) years as a senior fire inspector and fifteen (15) years seniority will be necessary for a senior inspector to become

a fire marshal. The Township shall not be required to have two (2) Fire Marshals. The second senior fire inspector will be promoted to Fire Marshal only when a vacancy is created.

[8] All required training will be State of Michigan certified.

[9] Failure of fire inspection personnel to maintain State of Michigan certification may be cause for removal from the Fire Inspection Division.

3. The pay scale for Fire Prevention Bureau will reflect a differential in equivalent base pay. Entry level fire inspectors shall earn 5% more than an Engineer after three years. Senior Fire Inspector shall be paid at a Fire Lieutenant's pay rate. Fire Marshall shall earn 4% more than the Senior Fire Inspector.
4. Personnel in the Fire Inspection Division shall be eligible to remain in that division but to attain the rank and pay they would have attained in the Fire Suppression Division based upon their department seniority had they not transferred into the Fire Inspection Division. Should a Fire Inspection employee wish to return to the Fire Suppression Division, he/she would return with department seniority to the Fire Suppression Division rank that he/she attained while in the Fire Inspection Division, provided that he/she has met the qualifications for that rank within the Fire Suppression Division and that an opening exists in that rank. When changing divisions, a member must meet the same six-month probationary period as applies to all other positions. Additionally, Fire Inspection personnel must make known in writing their intention to leave the Fire Inspection position prior to being considered or transferred back to the Fire fighting Division. As with other fire fighters, it is necessary that Fire Inspection personnel be able to respond to the job from his/her home within the time constraints governing other fire fighters. Current Township policy allows a Fire Inspector to utilize a company car while performing the job and to take that car home if, in fact, the Fire Inspector and/or

the Fire Marshal live within the boundaries of Redford Township. If Fire Inspection personnel live outside of the Township then the car may not be taken home.

The company car provision is a management policy and not governed by the Collective Bargaining Agreement and can be changed or modified at the discretion of management.

If the Fire Inspector called in lives outside the Township, he/she will be treated as any other Fire Department member when called in and will be given no special consideration.

SECTION 2 - EMS COORDINATOR

1. The position of EMS Coordinator shall be created. The initial filling of the Coordinator's position will be by seniority with a choice of the three (3) most senior personnel who apply. Following the initial filling of this position, it shall be filled by seniority. The EMS Coordinator shall be or become a certified EMT and obtain a paramedic's license. This position shall begin at the pay grade level of a Lieutenant.
2. Anytime after 10-1-96, the EMS Coordinator's position may be eliminated by the Township in the event that the transport program is discontinued by the Township. There will be no lay-off of fire department personnel as a result of the elimination of this position.
3. The EMS Coordinator shall be eligible to remain in that position, but to attain the rank and pay that he/she would have attained in the Fire Suppression Division based upon his/her department seniority had he/she not transferred into that position.

Should the EMS Coordinator wish to return to the Fire Suppression Division, he/she would return with department seniority, to the Fire Suppression rank that

he/she attained while in the EMS Coordinator's position provided that he/she has met the qualifications for that rank within the Fire Suppression Division and that an opening exists in that rank.

The EMS Coordinator must meet the same six-month probationary period as applies to all other positions. Additionally, the EMS Coordinator must make known in writing his/her intention to leave that position prior to being considered or transferred back to the Fire Suppression Division.

ARTICLE XXXVII

AUXILIARY FIREFIGHTERS-PARAMEDICS

1. Auxiliary firefighter-paramedics will be assigned as necessary by the scheduling officer.
2. The wage for auxiliary fire fighter-paramedics will be equal to the entry level wage of full-time fire fighters as stated in Article XXVIII Section 3 of this agreement.
3. Auxiliary firefighter-paramedics are not eligible for any other benefits other than those provided under state and/or federal statutes.
4. Auxiliary firefighter-paramedics shall not be members of the Redford Township Fire Fighters association.
5. Daily scheduling of auxiliary firefighter-paramedics shall never exceed 25% of the full-time on duty personnel for daily staffing.
6. No full-time Union member of the IAFF local 1206 shall be laid off while auxiliary firefighter-paramedics are employed by Redford Township.
7. Auxiliary firefighter-paramedics shall meet the same hiring requirements as full-time firefighters in accordance with the requirements as set by the Redford Township Police and Fire Civil Service Commission.
8. When a vacancy occurs for a full-time position the Township may use the Auxiliary pool for hiring purposes.

9. The Fire Chief shall have the responsibility to assure that auxiliary firefighter-paramedics maintain their training and accreditations.

ARTICLE XXXVIII

DURATION

SECTION 1

This Agreement shall be in effect the 1st day of April, 2013 and shall remain in force and effect to and including March 31, 2016.

SECTION 2

The parties agree that, commencing not later than January 8, 2016 they will undertake negotiations for a new agreement for a succeeding period.

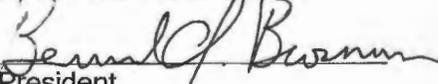
SECTION 3

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

IN WITNESS WHEREOF, the parties have hereto set their hands and seals.

Date Signed:

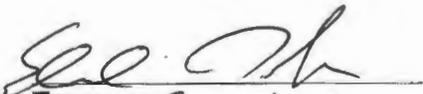
**REDFORD TOWNSHIP
FIRE FIGHTERS UNION**



President
IAFF Local 1206



~~Secretary~~ Treasurer
IAFF Local 1206

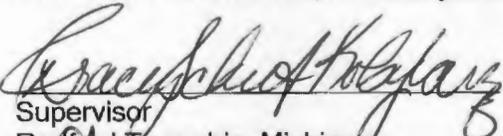


Treasurer ~~Secretary~~
IAFF Local 1206

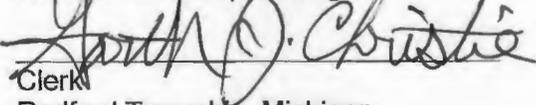


Vice President
IAFF Local 1206

REDFORD TOWNSHIP, A Municipal Entity



Supervisor
Redford Township, Michigan



Clerk
Redford Township, Michigan

APPENDIX A

Appendix "A"

IAFF Local 1206 Wage Chart 04/01/2013-03/31/2016

Rank	Differential	03/31/2012 Base Wage	Current Base Wage	Hourly Rate
Starting FF	65%	\$38,245.06	\$37,480.16	\$12.87
6 month FF	70%	\$41,186.99	\$40,363.25	\$13.86
1 year FF	75%	\$44,128.92	\$43,246.34	\$14.85
2 year FF	80%	\$47,070.85	\$46,129.43	\$15.84
3 year FF	85%	\$50,012.78	\$49,012.52	\$16.83
4 year FF	90%	\$52,954.70	\$51,895.61	\$17.82
5 year FF	95%	\$55,896.63	\$54,778.67	\$18.81
6 year FF	Full-Paid FF	\$58,838.56	\$57,661.79	\$19.80
Engineer-Start	Full-Paid FF +12.5%	\$66,193.38	\$64,869.51	\$22.28
Engineer 1 year	Full-Paid FF+13.5%	\$66,781.77	\$65,446.13	\$22.47
Engineer 2 year	Full-Paid FF+14.5%	\$67,370.15	\$66,022.75	\$22.67
Engineer 3 year	Full-Paid FF+15.5%	\$67,958.54	\$66,599.37	\$22.87
EMS-C (Lt.)	Engineer 3 Year+10%	\$74,754.39	\$73,259.30	\$35.22
Fire Inspector	Engineer 3 Year+5%	\$71,356.46	\$69,929.33	\$33.62
Lieutenant	Engineer 3 Year+10%	\$74,754.39	\$73,259.30	\$25.16
Senior Fire Inspector	Engineer 3 Year+10%	\$74,754.39	\$73,259.30	\$35.22
Fire Marshall	Senior Fire Insp.+4%	\$77,744.57	\$76,189.68	\$36.63
Battalion Chief-Start	Lieutenant+8%	\$80,734.74	\$79,120.05	\$27.17
Battlaion Chief 1 year	Lieutenant+9%	\$81,482.29	\$79,852.64	\$27.42

APPENDIX B

Appendix "B"-DROP groupings and pension benefits

DROP Grouping	Participation Window	Pension Multiplier	FAC Years	Vesting Schedule	
Employees who participate in the DROP prior to 05/31/2011	May elect to participate in the DROP at years of service credited by 05/31/2011. This is the "transition group".	3.0%	Best 2 years of the last 10	N/A	
Employees who participate in the DROP prior to 10/1/2015	May elect to participate in the DROP at 20 years of credited service	3.0%	Best 2 years of the last 10	N/A	
Employees who are hired <u>prior</u> to 06/01/2010 who are not in either of the other two groups	May elect to participate in the DROP from 20-25 years of credited service	2.8%	Best 3 years of the last 10	0-12 months	20%
				12-24 months	40%
				24-36 months	60%
				36-48 months	80%
				48-60 months	100%
Employees who are hired <u>after</u> 06/01/2010	May elect to participate in the DROP after 25 years of credited service	2.25% at 25 years + 1% to a max of 61.25%	Best 3 years of the last 10	0-12 months	20%
				12-24 months	40%
				24-36 months	60%
				36-48 months	80%
				48-60 months	100%