

BARGAINING AGREEMENT

BETWEEN

THE TOWNSHIP OF REDFORD

AND

REDFORD TOWNSHIP POLICE OFFICERS ASSOCIATION

EFFECTIVE APRIL 1, 2014 TO MARCH 31, 2016

**COLLECTIVE BARGAINING AGREEMENT BETWEEN
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AND
REDFORD TOWNSHIP POLICE OFFICERS ASSOCIATION
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ARTICLE I
MEMORANDUM OF AGREEMENT

1.1: THIS AGREEMENT entered into this 25th day of November 2014, by and between the Township of Redford (hereinafter referred to as the Employer or the Township) and the Police Officers Association of Michigan (hereinafter referred to as the Union) on behalf of the Redford Township Police Officers Association (hereinafter referred to as the Association), whereby the parties agree that the within Contract has been agreed to by the respective bargaining committees as the whole and complete working Agreement between the parties subject to the following conditions:

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

1.3: The Agreement shall have an effective date commencing upon the date following the expiration of the prior agreement and shall continue in effect until March 31, 2016.

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

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

ARTICLE II
PURPOSE AND INTENT

2.1: The intent of this 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 and the Union.

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

ARTICLE III
DEFINITIONS

- 3.1: "TOWNSHIP" shall mean Redford Township, Wayne County, Michigan.
- 3.2: "EMPLOYER" shall mean the Charter Township of Redford.
- 3.3: "UNION" shall mean the Police Officers Association of Michigan (POAM) whose address is 27056 Joy Rd., Redford, MI 48239.
- 3.4: "ASSOCIATION" shall mean the Redford Township Police Officers Association (RTPOA) affiliated with POAM.
- 3.5: "EMPLOYEE" shall mean all employees of bargaining unit.
- 3.6: "PRESIDENT" shall mean president of Redford Township POA.
- 3.7: "HE OR SHE" when used shall include both gender.
- 3.8: "BARGAINING COMMITTEE OR COMMITTEE" shall mean committee elected by the Association in conjunction with Union.
- 3.9: "STEWARDS" - Representatives elected by RTPOA to represent employees.
- 3.10: "EXECUTIVE BOARD" - President, Vice President, Secretary and Treasurer of the RTPOA
- 3.11: "COMMANDER" shall mean commander of Bureau or shift commander.
- 3.12: "CIVIL SERVICE" - Police and Fire Civil Service Commission.
- 3.13: "MEMBER" shall mean all employees of bargaining unit.
- 3.14: "SENIORITY MEMBER/EMPLOYEE" shall mean a member who is post-probationary.

ARTICLE IV
MANAGEMENT RIGHTS

- 4.1: The Association recognizes the prerogatives of the Department to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.
- 4.2: The Department has the right to schedule overtime work as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and the public safety.
- 4.3: It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.
- 4.4: The Township reserves the right to discipline for just cause and discharge for just cause subject to the provisions of this Agreement.
- 4.5: The Township reserves the right to layoff personnel for lack of work or funds, subject to Article XIV or for occurrences beyond the control of the Township or when continuation of such work would be wasteful or unproductive.
- 4.6: The Township shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed subject to the provisions of this Agreement.
- 4.7: No policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the following authority conferred on Township officials:
- A. The statutory responsibility of the Supervisor as Chief Executive Officer of the Township for enforcing the laws of the State and the Township, passing upon ordinances adopted by the Township board, recommending an annual budget, or directing the proper performance of all Executive Departments.
 - B. The responsibility of the Township Board for the enactment of ordinances, the appropriation of money.
 - C. The responsibility of the Township for determining classification, status and tenure of employees, establishing rules, initiating promotions and disciplinary actions, certifying payrolls subject to the provisions of this Agreement.

D. The responsibility of Township heads governed by statute provisions, ordinances, and departmental rules and as limited by the provisions of the Agreement:

1. To recruit, transfer, or promote employees to positions within the Department;
2. To suspend, demote, discharge, or take other disciplinary action against employees for just cause;
3. To relieve employees from duties because of lack of work, lack of funds, or for disciplinary reasons;
4. To determine methods, means, and employees necessary for Departmental operations;
5. To control the Departmental budget;
6. To take whatever actions are necessary in emergencies in order to assure the proper functioning of the Department.

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

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

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

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

- E. Refuse to meet, negotiate, or confer on proper matters with representatives of the Association and the Union as set forth in this Agreement.

ARTICLE V
RECOGNITION

5.1: Pursuant to and in accordance with applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative of all members of the bargaining unit below the rank of sergeant, including cadets, full-time and regular part-time civilian dispatcher/jailers, for the purpose of collective bargaining in respect to rates of pay, hours, wages, grievances, and other conditions of employment. Such recognition specifically excludes clerks, vehicle technicians, custodians and computer technicians of the Redford Township Police Department who may be hired or are presently employed by the Township Police Department.

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

ARTICLE VI
AGENCY SHOP

6.1: All members of the Bargaining Unit shall, as a condition of employment, become members of the Union within thirty (30) days of employment, or pay a service fee equal to dues paying members.

6.2: The Township, upon receipt of a written notice from the Union, that an employee is no longer a member in good standing of the Union, shall terminate the employment of said employee within thirty (30) days from the date of said notice, unless said employee presents a letter from the Union stating that he has been returned to a good membership status, prior to the expiration of the above mentioned thirty (30) day period.

ARTICLE VII
UNION DUES AND INITIATION FEE

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

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

ARTICLE VIII
UNION RESPONSIBILITIES

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

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

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

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

ARTICLE IX
RESIDENCY

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

ARTICLE X
MAINTENANCE OF CONDITIONS

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

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

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

ARTICLE XI
REPRESENTATION

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

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

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

the above conditions of the employee, if such activity is during working hours, shall be compensated at his regular wage rate.

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

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

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

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

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

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

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

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

ARTICLE XII
MONTHLY MEETINGS

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

ARTICLE XIII
GRIEVANCE PROCEDURE

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

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

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

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

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

STEP I Verbal - Highest ranking shift supervisor

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

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

At this time the Union will identify the Contract sections that have allegedly been violated, however the Union reserves the right to amend the identification

of Contract Provisions allegedly violated for up to twenty (20) days after appealing to the Civil Service Commission or to arbitration.

STEP II Chief of Police or Deputy Chief or his Designate

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

STEP III

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

A. To the Civil Service Commission - If the grievance is not adjusted at the Third Step of the Grievance Procedure as to any matter cognizable under the provisions of Act 78, P.A. 1935, as amended, and the grievant believes that he has grounds for appeal, the grievant shall give the Fire and Police Civil Service Commission written notice of his desire for a public hearing pursuant to Act 78. In the event that it shall be determined by the Civil Service Commission that it lacks jurisdiction to hear the grievance, or does not reach a decision, then the Union may, within ten (10) days of the Civil Service Commission's decision that it lacks jurisdiction or fails to reach a decision, request arbitration of the grievance as is set forth hereinafter. If the Civil Service Commission decides the matter on its merits, there shall be no appeal to arbitration.

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

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

STEP IV Arbitration

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XIV
SENIORITY

14.1: Seniority of a new member shall be commenced after the member has completed his probation of one (1) year and shall be retroactive from the date of appointment as member. A member shall forfeit his seniority rights only for the following reasons:

- A. He is laid off and is not returned within two (2) years
- B. He is dismissed and is not reinstated within two (2) years
- C. He is absent without leave for a period of five (5) days or more (exceptions to this may be made by the employer on the grounds of good cause for failure to report)
- D. He retires
- E. He fails to return to work within ten (10) days from the date of a certified mailing of recall notice
- F. He fails to return to work within the time limits of a leave of absence or an extended leave of absence
- G. Voluntary resignation

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

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

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

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

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

ARTICLE XV
WORK SCHEDULE/12-HOUR SHIFTS

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

15.2: Once an employee has made his/her shift selection by seniority, he/she will have the right to remain on that shift for six (6) months, with the exception that the Employer shall retain the right to transfer employees for cause (discipline), personal hardship (with the mutual agreement of the Union) and manpower needs on a particular shift, the Township shall resolve the manpower needs in the following manner (a) by using volunteers; and (b) by assigning officers to the shift according to department seniority, reassigning the least senior officer first. Employees with less than two (2) years seniority shall be assigned shifts at the discretion of the Employer.

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

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

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

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

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

15.8: Personal Leave Days shall be kept in hours.

15.9: Sick time shall be taken in hours used.

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

15.11: Training/School on Leave Days - Any training/school on a leave day that is scheduled for less than 8 hours will be paid in Chit. Any training or school that is 8 hours or more shall result in one adjusted leave day, to be used within a six week period.

15.12: Training/School on Work Days - If the training is scheduled for less than 8 hours then the Employee shall complete the remainder of the shift. If the training/school is scheduled for 8 hours or more then it shall be considered the employees work day.

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

ARTICLE XVI
TRAINING TIME/CADET PROGRAM

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

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

ARTICLE XVII
OVERTIME

17.1: Each employee required to work beyond his regular shift shall be paid overtime pay at one and one-half (1 ½) times his normal pay. (See Section 17.7 of this Article for overtime computation rates.)

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

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

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

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

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

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

17.6: Overtime Computation Rates:

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

17.7: It is expressly understood and agreed by and between the parties that the Township of Redford will attempt, consistent with the requirements of the Department

and public safety to equalize overtime to the extent that is possible. Court time will not be included in the equalization of overtime.

17.8: Overtime for special details shall be selected from a master list of RTPOA & COA members who have placed their names on the list. Overtime for special details will be equalized between those employees. Any employee who refuses the overtime will be charged with the time he would have worked. Any member of the RTPOA or COA who is not on the current special detail list may place his name on the new list that begins in January, after the current list expires on December 31. This list will run yearly from January to December 31. Employees will only be allowed to place their name on the new list before it goes into effect.

It is expressly understood and agreed between the parties that this section does not preclude new hires from eligibility on said list and further; that special details are only those details paid by someone other than the Township being paid for a minimum of three (3) hours.

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

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

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

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

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

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

17.12 Compensatory time (comp time) off may be taken in lieu of wages for overtime worked. An employee may accrue up one hundred and eighty (180) hours of comp

time per year at the rate of one and one half (1-1/2) times the actual time worked. Comp time may be used in one (1) hour increments. Comp time will be used like personal leave time for scheduling purposes. If compensatory time cannot be used, it will be paid off on or before March 31 of each year at straight time.

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

ARTICLE XVIII
TRAINING INCENTIVE

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

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

In regard to employees hired on or after September 15, 2011, who do not hold trainer-instructor certifications, the Township, at its discretion, shall determine which employees shall obtain or renew the appropriate certification to become trainers-instructors, and therefore qualify for trainer-instructor incentive pay of 2 percent. Those officers that have certifications to be trainers-instructors prior to September 15, 2011, are entitled to continue to receive the incentive pay as long as those certifications are kept current.

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

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

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

18.6 Employees hired after September 11, 2011, shall not be entitled to either incentive pay or instructor's pay as set forth in Sections 18.1 and 18.2 above.

ARTICLE XIX
SICK LEAVE

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

19.2: A. All full-time employees shall accumulate sick leave at a rate of eight (8) hours or twelve (12) hours, depending on a particular work schedule for each completed month of service. Employees hired on or after September 1, 2011, shall accumulate sick leave at a rate of 6.66 hours (for eight (8) hour employees) or 9.90 (for twelve (12) hour employees) for each completed month of service. One hundred (100%) percent of the accumulated sick leave, up to a maximum of eight hundred (800) hours will be paid in cash to the employee at the employee's current rate in the event of termination of employment, retirement, duty disability, or in the case of death, to the employee's beneficiary or estate. An employee on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement. An employee who terminates employment for any reason with less than five (5) full years of service shall not receive compensation for accumulated sick time.

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

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

C. As available, sick leave will run concurrently with Family Medical Leave when either party invokes Family Medical Leave.

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

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

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

ARTICLE XX
BEREAVEMENT LEAVE

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

ARTICLE XXI
PERSONAL LEAVE DAYS

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

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

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

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

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

ARTICLE XXII
HOLIDAY PAY

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

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

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

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

22.4 Employees hired on or after September 1, 2011 shall not be entitled to holiday pay. However, if those employees work the following holidays, they shall be paid one

and one half (1-1/2) times the regular rate for hours worked during a particular holiday:

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

ARTICLE XXIII
VACATION DAYS

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

1 - 5 years service:	160 hours
6 - 7 years service:	168 hours
8 - 10 years service:	176 hours
11 - 15 years service:	184 hours
16 - 20 years service:	192 hours
21 - 25 years service:	200 hours
26 years of service and thereafter	208 hours

Effective April 1, 1986 each new hire police officer shall be entitled to the following vacation annually:

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

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

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

1 - 4 years service:	96 hours
5 - 9 years service:	128 hours
10 - 14 years service:	152 hours
15+ years service:	168 hours

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

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

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

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

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

23.6: Each employee with five (5) years or more of service shall be entitled to accumulate and carry over into the following year up to two hundred forty (240) vacation hours and shall be entitled to take such vacation except in case of actual

emergency. If an employee with less than five (5) years of service does not take his vacation by the hire/anniversary date of the following calendar year, that accrued vacation will be forfeited. In the case of an employee with over five (5) years of service, he shall forfeit all hours over one hundred twenty (120) hours if not used by the hire/anniversary date of the following calendar year.

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

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

ARTICLE XXIV
PAYMENT FOR DUTY CONNECTED INJURY

24.1: In the event any employee is injured in the performance of his duty as a Redford Township Police Officer, whether during scheduled hours or otherwise, he shall receive the difference between his full pay and his Worker's Compensation for the period of his disability not to exceed two (2) years. Thereafter he shall receive Worker's Compensation for the length of his injury, if eligible, under the Worker's Compensation Statute. Employee shall not lose sick time for a duty-connected injury or illness so long as the employee qualifies for workers compensation.

ARTICLE XXV
UNEMPLOYMENT COMPENSATION

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

ARTICLE XXVI
GUN MAINTENANCE ALLOWANCE

26.1: A yearly gun maintenance allowance of Seven Hundred (\$700.00) dollars will be paid to each police officer in a lump sum on or before the first payday of July, and every July first pay day thereafter, but not until the officer has completed one (1) year of service.

ARTICLE XXVII
UNIFORM ALLOWANCE

27.1: Each officer of the Redford Township Police Department shall receive the sum of seven hundred (\$700.00) dollars per year for the maintenance or replacement of worn or damaged uniforms. Such sum will be paid no later than the first payday in April. No payment will be made to employees with less than one (1) year service.

27.2: Dispatchers shall also receive a uniform care and maintenance allowance of one hundred thirty-seven dollars and fifty cents (\$137.50). Such sum will be paid no later than the first pay day in April, annually.

27.3: The Township shall provide each new officer at the expense of the Township, with his uniforms and equipment as detailed hereunder. However, an employee who terminates employment with less than one (1) year service shall return all issued equipment.

- A. (1) Helmet (Complete)
- B. (3) Uniform Trousers, color Air Force blue with 1" Navy Blue braid on either leg
- C. (3) Long Sleeve Shirts, color Navy Blue
- D. (5) Short Sleeve Shirts, color Navy Blue
- E. (1) Winter/Spring 2 in 1 coat, color Navy Blue with Gun Smoke Blue buttons, State of Michigan insignia
- F. (1) Pair black Military Shoes, not to exceed \$80.00
- G. (1) Raincoat, ¾ length, reversible black and orange nylon
- H. (2) Regulation turtlenecks, color Navy Blue. The insignia R.T.P.D. to be on neck of garment in white block letters.
- I. (1) Navy Blue Tie and Tie Bar.
- J. (1) Complete set Black Basket Weave Leather Belt
- K. (1) Name Plate
- L. (1) Black Basket Weave Trouser Belt
- M. (2) Hats, 1 summer and 1 winter
- N. Shoulder patches on all shirts and coat
- O. (4) Basket Weave Belt Keepers

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

- A. (2) Shirts Long Sleeve
- B. (2) Shirts Short Sleeve
- C. (2) Pair of Uniform Pants
- D. (2) Turtlenecks with the insignia R.T.P.D. on the neck of the garment, color Navy Blue
- E. (1) Basket Weave Garrison Belt
- F. (1) Name Bar
- G. (1) Pair Black Military Shoes, not to exceed \$80.00
- H. Patches on shirts and jacket
- I. Dispatcher Rockers (over left pocket)

The Township will provide and replace uniforms on an as needed basis when uniforms are returned and approved for replacement.

ARTICLE XXVIII
LONGEVITY

28.1 All longevity payments shall be suspended for all employees for the term of this Agreement through and including March 30, 2014. Longevity payments shall be reinstated on March 31, 2014. Computation of future longevity payments beginning September 1, 2014, and thereafter will be based on an employee's years of service as if the suspension of longevity pay never occurred.

28.2: Subject to Section 28.1, above, upon completion of five (5) years of service, each employee shall receive, annually, the sum of Six Hundred Twenty Five (\$625.00) Dollars representing longevity pay, which shall be considered an inducement to remain in the employ of the Township. For each succeeding year of service, an employee shall receive an additional One Hundred Sixty-five (\$165.00) Dollars per year in longevity pay. Longevity shall be paid to the employee on or before the first payday of September of the contract year.

ARTICLE XXIX
INSURANCE

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

29.2 Hospitalization:

The Township will provide to each current full-time employee hired prior to March 31, 2009, the employee's spouse, and the employee's dependents (as defined by the insurer) the following health care options:

A. 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) dollar co-pay for generic drugs; twenty (\$20) dollar co-pay for brand name drugs. When available, employees will be mandated to utilize generic drugs;
5. Police Officers shall pay eight (8%) percent of annual premium or illustrative rate for medical and prescription coverage;
6. Dispatchers shall pay seven (7%) percent of annual premium or illustrative rate for medical and prescription coverage;
7. Twenty (\$20) dollars office visit;
8. One hundred (\$100) dollars co-pay for emergency room fee (as determined by the insurer);
9. Blue Cross Blue Shield VCA 60 Vision Program as utilized under the current practices, or comparable coverage; Blue Cross Blue Shield Dental or comparable coverage Class I - preventive care providing 75% coverage, Class II - restorative care and Class III - prosthodontic 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 preventive services limited to two hundred fifty (\$250.00) dollars per family member;
2. Prescription coverage with a ten (\$10.00) dollar co-pay for generic drugs; twenty (\$20) co-pay for brand name drugs. When available, employees will be mandated to utilize generic drugs;
3. Police Officers shall pay eight (8%) percent of annual premium or illustrative rate for medical and prescription coverage;

4. Dispatchers shall pay seven (7%) percent of annual premium or illustrative rate for medical and prescription coverage;
5. Twenty (\$20) dollars office visit;
6. One hundred (\$100) dollars co-pay for emergency room fee (as determined by the insurer);
7. Blue Cross Blue Shield or comparable coverage for vision and dental as offered with the BC/BS Traditional Plan.

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

1. Prescription coverage with a ten (\$10.00) dollar co-pay for generic drugs; twenty (\$20) dollar co-pay for brand name drugs. When available, employees will be mandated to utilize generic drug;
2. Police Officers shall pay eight (8%) percent of annual premium or illustrative rate for medical and prescription coverage;
3. Dispatchers shall pay seven (7%) percent of annual premium or illustrative rate for medical and prescription coverage;
4. Twenty (\$20) dollars office visit;
5. One Hundred (\$100.00) dollar co-pay for emergency room fee (as determined by the insurer);
6. Blue Cross Blue Shield or comparable coverage for vision and dental as offered with the BC/BS Traditional Plan.

All employees hired on or after April 1, 2009, will have the option of Blue Cross Blue Shield Community Blue PPO or an HMO as offered by employer.

1. Annual preventive services limited to two hundred fifty (\$250.00) dollars per family member;
2. Prescription coverage with a ten (\$10.00) dollar co-pay for generic drugs; twenty (\$20) co-pay for brand name drugs. When available, employees will be mandated to utilize generic drugs;
3. Police Officers shall pay eight (8%) percent of annual premium or illustrative rate for medical and prescription coverage;
4. Dispatchers shall pay seven (7%) percent of annual premium or illustrative rate for medical and prescription coverage;
5. Twenty (\$20) dollars office visit;
6. One hundred (\$100) dollars co-pay for emergency room fee (as determined by the insurer);
7. One hundred (\$100.00) dollar emergency room fee;
8. Blue Cross Blue Shield or comparable coverage for vision and dental as offered with the BC/BS Traditional Plan.

Health Insurance: Effective January 1, 2015, the only health insurance plan available shall be a high deductible HSA fully funded insurance program. The Township agrees, effective January 1, 2015, and each January 1 thereafter for the term of this Agreement, to pay the full deductible to each employee's HSA. Patrol officers shall be obligated to pay 10% of the annual premium, for medical, fees and prescription coverage, while dispatchers shall be obligated to pay 7% of the annual premium, for medical, fees and prescription coverage. The above reference to other available health care plans will remain for historical purpose only. However, the parties agree those plans are no longer available as of January 1, 2015.

Insurance Opt Out: Employees who opt-out of provided insurance coverage will be paid \$125.00/bi-monthly for a total of \$3,250.00/annually. In order to qualify for this benefit, employees must present sufficient documentation to demonstrate that they have other available insurance coverage through a spouse or other legally permitted means.

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

Vision and Dental:

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

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

29.3: Retirees. The Township will provide to the retiree, their spouse and their dependents (as defined by the insurer) an option to choose Blue Cross Blue Shield

Traditional or comparable coverage (as determined by the Township), Blue Cross Blue Shield Community Blue PPO or available HMO with the same coverage (including optical and dental insurance) and the same responsibilities as current active employees under this contract.

An employee who retires may not add dependents to their health insurance after they have left the service of the Township.

Whenever retirees of the bargaining unit and their family members become eligible for Medicare, they must subscribe to Medicare parts "A" and "B", which benefits shall be primary and coordinated with the Township provided Medicare supplemental coverage (i.e. HAP, M Care or Blue Cross, etc). Medicare part "B" will be at the retiree's expense.

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

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

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

If the parties successfully reach an agreement on a DROP or "early out" pension plan, those members who participate in the DROP or "early out" plan on or before March 31, 2013, will upon final separation have the same cost sharing obligations as provided under the parties' collective bargaining agreement that expired on March 31, 2009.

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

29.5: Changing Health Care Providers: The parties agree to reopen negotiations at any time during the course of this contract when the Employer desires to present

comparable and new health care provisions as a consequence of changing health care providers. Any such reopening of negotiations under this Section shall be limited to negotiations regarding health care provisions only and no changes in the present plan shall be implemented until an agreement is reached.

29.6: Purchase of Health Insurance: Part-time dispatchers may purchase at their expense either Health Alliance Plan or M-Care if either is offered by the Township.

29.7: 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 an injury.

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

ARTICLE XXX
EDUCATION AND TUITION ASSISTANCE

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

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

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

30.3: Each employee shall notify the Chief of Police or Deputy Chief or his designated representative and receive prior written authorization from the Chief of Police or Deputy Chief or his designated representative to qualify under this article.

30.4: Persons receiving tuition assistance under this Article agree to remain employed as a Redford Township employee for five (5) years following the year in which the tuition assistance was granted. Any employee leaving prior to the expiration of two years from the year when the tuition assistance was granted, shall reimburse the Township in full for the costs incurred in providing tuition assistance to that employee.

ARTICLE XXXI
UNION BULLETIN BOARDS

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

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

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

ARTICLE XXXII
MEETINGS

32.1: Effective April 1, 2005, subject to the discretion of the Chief of Police or Deputy Chief and with his approval, the Union may schedule and conduct its meetings of Union members who are not on duty on Police Department property and provided that it does not disrupt the duties of employees or the efficient operation of the Department. If for any reasons, the Chief of Police or Deputy Chief denies the use of Police Department property for such meeting, such decision will not be subject to the grievance procedure.

ARTICLE XXXIII
PERSONNEL FILE

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

- A. That each member will be informed when such a letter is inserted in his file. The member shall receive a copy of each such insert.
- B. After a three (3) year period following the insertion of such a letter, a member may request a review to be made of his file and unless there is a substantial reason otherwise the letter shall be removed and the record of it expunged. In the event that any record or part thereof is expunged, the employee will be notified of same in writing.
- C. In the event a letter is removed and its recording expunged, an officer may at subsequent examination for promotion respond that said member has not been reprimanded for any violation so expunged.
- D. A member shall be allowed to see his/her file at any reasonable time.

ARTICLE XXXIV
HAZARDOUS DUTY

34.1: When on actual duty as members of the mutual aid task force, they will be paid at the rate of double time of their normal hourly rate at "Phase Red."

34.2: When on actual duty as members of the SWAT team, they will be paid at the rate of double time of their normal hourly rate for an actual in-progress call-out.

ARTICLE XXXV
TRADING LEAVE DAYS

35.1: One way trades only will be allowed. The trade request must be signed by both employees. At least seventy-two (72) hours advanced approval is required by management. If the replacement employee does not work the agreed schedule, the replacement employee will be disciplined, and no further trades will be allowed to the disciplined employee involved for one (1) year.

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

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

ARTICLE XXXVI
PENSION

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

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

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

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

36.3: Any member may irrevocably elect, prior to the effective date of retirement but not thereafter, to be paid the accumulated contributions standing to the member's credit plus accumulated interest. Upon 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 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 election of the annuity withdrawal option.

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

36.5: Effective April 1, 1986, Section 6 (i) of Act 345 shall be amended to provide that a member's spouse shall have vested rights in the member's pension, upon the member's death after ten (10) years of service.

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

36.7: The parties agree that the current practice of not including overtime in the determination of F.A.C. shall stay in effect.

36.8: For employees hired after September 1, 2011, the multiplier shall be 2.25% % for all years of service with ten (10) years vesting. Normal age and service retirement shall be 25 years. In addition, new hires may roll into final average compensation a maximum of up to the equivalent of 240 hours of paid leave. Overtime shall not be included in F.A.C.

36.9: Section 9 (1) of Act 345 notwithstanding, the Township shall pay into the retirement system the member's 5% contribution and the member's pension contribution shall thereupon be reduced to 0%. Notwithstanding the above, any such contribution made by the Township in lieu of a member's contribution shall be treated as the member's contribution; shall be credited to the member's account in the Reserve for employees' contribution; and shall be subject to refund to the member together with accumulated interest in accordance with the provisions of Act 345 and all provisions of this Article, including, but not limited to, Section 3, provided such treatment of this payment is permitted by the Internal Revenue Service. However, in the event an employee whose employment is terminated for any reason before his/her pension is vested (10 years of service) shall not be eligible to receive the accumulated contribution made to the pension plan for the employee.

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

- A. Zero percent (0%) employee contribution
- B. Twenty-five (25) years of service and out, with no penalty
- C. The Township will provide annuity withdrawal and payout of accrued sick time to be figured in retiree's final average compensation through the M.E.R.S. system.

- D. FAC-3 (Final average compensation based on the highest thirty-six (36) consecutive months of earnings divided by 3)
- E. B-4 program (2.5 multiplier)
 - 1. 8 Year Vesting Program

36.11: Any police officer 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 April 1, 2005. Upon this election and the payment of accumulated contributions, the retiring police officer'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 for 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.

36.12 The parties agree to continue discussions/negotiations about possibly adopting a DROP (Deferred Retirement Option Plan). However, the parties agree that those continued discussions/negotiations are contingent upon obtaining an actuarial study and the results of that actuarial study. If the parties are unable to reach an agreement, either party may pursue available remedies under applicable law.

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

36.14 Employees eligible for a non-duty disability retirement pursuant to Public Act 345, between twenty (20) and twenty-five (25) years of service shall, along with their spouse and eligible dependents, be provided with the same health care coverage available to them on the date immediately prior to their non-duty disability retirement. However, such health care coverage shall not be available if the retiree's spouse is covered under a health insurance plan providing equivalent benefits that also covers the retiree, or if the retiree obtains employment after retirement, and the new employer provides comparable health insurance coverage as is provided by the Township.

36.15 Pursuant to the arbitration decision MERC Case No D12C-0243 eligible members of the bargaining unit are entitled to participate in a Deferred Retirement Option Plan

under the terms and conditions set forth in the subject award. A copy of the subject award is attached to this Agreement and incorporated herein by reference as Appendix B.

ARTICLE XXXVII
ROLL CALL

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

ARTICLE XXXVIII
RESERVES

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

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

"Redford Township Reserve Police Property Check Car"

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

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

ARTICLE XXXVIX
GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

39.9 The position of detective/investigator is established with a wage of 2% above that of a police officer as established pursuant to this Agreement. The employees assigned to the detective/investigative bureau will retain that title/position unless removed for cause back to the patrol division to a police officer position. If an employee is transferred out of the detective/investigative bureau without cause to perform other assigned duties, he or she shall continue to maintain the title and position of detective/investigator and shall continue to receive the adjusted wage of a detective/investigator. If an employee is removed from a detective/investigator position for cause, he or she shall lose the 2% wage adjustment. Consistent with the terms of the COAM Agreement (Article 26.1 - Wages), the parties agree that this 2% wage adjustment for the newly created detective/investigator position shall not impact

or affect the wage differential between the police officer's wage rate and the sergeant's wage rate.

- A. Officers must have a minimum of six (6) years seniority to be considered for the detective/investigator position.
- B. An interview/written examination process may occur for each vacancy.
- C. Selection for the detective/investigator position will be determined by the Redford Township Police Department as follows:
 - 1. Weighted interview to determine 70% of total score. Interview to be chaired by Chief of Police or designee, CIB Captain and a mutually agreed upon third party;
 - 2. Personnel file to determine 20% of total score. The score will be based on discipline, training, commendations and documented sick time abuse that resulted in discipline;
 - 3. Seniority to determine 10% of score.
- D. Assignment to the Criminal Investigations Bureau may be for a term up to five (5) years at the Department's discretion. A detective/investigator's term may be extended upon the demonstration of exemplary performance.

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

ARTICLE XL
PSYCHOLOGICAL COUNSELING AND EVALUATION

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

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

- A. The Employer shall designate a psychologist to perform the counseling or evaluation. The Union will have the right to challenge the selection for cause.

- B. The Employee will report at the time and place directed. When the appointment is outside the Employee's normally scheduled shift, the Employer will have the right to change the Employee's schedule. Time spent at the appointment will be considered on-duty time. Employees will be given reasonable time to make the necessary arrangements to be present at the evaluation or counseling
- C. The Employer will provide the evaluator with a document which specifies the reasons for referral, relevant information from the personnel records, the investigator's report and other relevant documentation.
- D. After evaluation, the doctor shall report in writing to the Employer whether the employee is fit or unfit for duty. If the Employee has been found to be fit for full unrestricted duty, the doctor's report shall only state that the employee is fit for duty and no further medical action will be taken. If the Employee is found to be unfit for duty the doctor shall forward to the Employer recommendations for further treatment and the prognosis of return to restricted or unrestricted duty.
- E. In the event an Employee is found to be unfit for duty, the Employee may, at the Employee's expense, have a doctor of his/her choosing evaluate the Employee with the same information provided to the Employer's doctor. Should both doctors concur, the Employee will be required as a condition of employment to follow the directions and specification of the Employer's doctor. Should the doctors not concur, the Employer's doctor and the Employee's doctor shall recommend an independent evaluation by a third doctor, who will evaluate the Employee at the Employer's expense with the same information provided to the Employer's doctor. The determination of the majority of the doctors shall be placed into effect, subject to arbitration by either party.
- F. An Employee is entitled to assistance (in non-disciplinary situations) or representation (during the disciplinary process) from the Union. However, an Employee shall report when and where directed, and shall cooperate fully in any psychological examination or counseling. No one shall be allowed to accompany or represent the Employee during the psychological examination or counseling.
- G. Violations of rules and regulations may be a part of the basis for the Employer's reasonable belief regarding an Employee's fitness for duty. The psychological evaluation will pertain only to fitness for duty. Discipline for

the rule violation will be considered separately. However, the Employee's psychological state may be given consideration in assessing the proper discipline to be rendered. The Employer must consider the reports of all the doctors.

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

ARTICLE XLI
SAVINGS CLAUSE

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

ARTICLE XLII
COPIES OF CONTRACT

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

ARTICLE XLIII
CADET DISPATCHER/JAILER/PART-TIME POLICE OFFICER

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

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

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

ARTICLE XLIV
PART-TIME DISPATCHER

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

ARTICLE XLV
DRUG TESTING POLICY

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

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

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

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

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

45.6: DEFINITIONS

- A. Sworn Officer - Those Officers who have been formally vested with full law enforcement powers and authority.
- B. Supervisor - Those sworn Officers assigned to a position having day-to-day responsibility for supervising subordinates, or who are responsible for commanding a work element
- C. Drug Test - The compulsory or voluntary production and submission of urine, in accordance with departmental procedures, by an Officer for chemical analysis to detect prohibited drug usage.
- D. Reasonable Suspicion - That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be

based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an Officer. These facts or inferences would lead the reasonable person to suspect that the Officer is or has been using drugs while on or off duty.

- E. Probable Cause – That amount of facts and circumstances within the knowledge of a supervisor or the administration which are sufficient to warrant a prudent person to believe it is more probably than not that an Officer is or has been using drugs while on or off duty.
- F. Probationary Officer – For the purpose of this policy only, a probationary Officer shall be considered to be any person who is conditionally employed with the department as a recently hired law enforcement Officer.
- G. MRO – Medical Review Officer – The medical review officer is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have appropriate medical training to interpret and evaluate an Officer’s test results in conjunction with his or her medical history and any other relevant biomedical information.
- H. Last Chance Agreement – A standard letter of conditions for continued employment that is offered by the Chief, or the right to same is invoked by an Officer under certain conditions outlined in this order, after it has been determined that the Officer has violated this order.

45.7: PROCEDURES/RULES

A. General Rules

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

1. No Officer shall illegally possess any controlled substance.
2. No Officer shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.
 - a. Officers shall notify their immediate supervisor when required to use prescription medicine that may influence their job performance. The Officer shall submit one of the following:

- 1) note from the prescribing doctor
 - 2) copy of the prescription
 - 3) show of the bottle label to his immediate supervisor
 - b. Supervisors shall document this information and retain the memorandum for at least thirty (30) days.
3. No Officer shall ingest any prescribed or over-the-counter medication in amounts beyond the recommended dosage.
 4. Any Officer who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his supervisor so that appropriate medical steps may be taken to ensure the Officer's health and safety.
 5. Any Officer having a reasonable basis to believe that another Officer is illegally using, or is in possession of, any controlled substance shall immediately report the facts and circumstances to his supervisor.
 6. Discipline of sworn Officers for any violation of this drug testing policy shall be in accordance with the due process rights provided in the department's rules and regulations, policies and procedures, and the collective bargaining agreement. (The officer may be immediately relieved of duty pending a departmental investigation at the discretion of the Chief of Police or Deputy Chief or his designee, when one of the following occurs:
 - a. a refusal to participate
 - b. probable cause
 - c. the Medical Review Officer determines that an Officer's drug test was positive.)
- B. Applicant Drug Testing
1. Applicants for the position of Police Officer shall be required to take a drug test as a condition of employment during a pre-employment medical examination.
 2. Applicants shall be disqualified from further consideration for employment under the following circumstances:

- a. Refusal to submit to a required drug test, or
- b. A confirmed positive drug test indicating drug use prohibited by this order.

C. Probationary Officer Drug Testing

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

D. Officer Drug Testing

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

1. The Township may order an Officer to take a drug test upon document probable cause that the Officer is or has been using drugs. A summary of the facts supporting the order shall be made available to the Officer prior to the actual test.
2. Upon reasonable suspicion the Department may request, through an authorized representative of the Officer's labor association, that an Officer submit to a voluntary drug test. Submission to a voluntary drug test hereunder shall be subject to the frequency limitation found in Article IV, section D, subsection 4 herein. Any Officer voluntarily submitting to a drug test who tests positive as a consequence of said test, shall be eligible to invoke the last chance rehabilitation provisions set forth in this order. Any Officer who refuses to submit to a request for a voluntary drug test shall not be disciplined as a consequence of such refusal, but shall not be eligible for coverage under the last chance rehabilitation provision set forth in this policy for a period of three (3) years.
3. A drug test will be administered as part of any promotional physical examination required by this department.

4. All sworn Officers shall be uniformly tested during any unannounced, random testing required by the department. Random testing for all sworn Officers will not exceed twice in a 365 day period, except for those Officers assigned to the narcotics unit.
 - a. The Chief of Police or Deputy Chief or his designee shall determine the frequency and timing of such tests.
 - b. The president of the labor association, or his designee, will receive a list of the Officers that have been required to take a drug test after all Officers in that particular group have submitted, or have refused to submit, a urine sample to the laboratory testing personnel.
5. A drug screening test shall be considered as a condition of acceptance to the Narcotic Unit. Furthermore, the members of the Narcotic Unit will be tested randomly at least once every six months and also when an Officer leaves the unit. The Officers of the narcotic unit shall be eligible to invoke the last chance rehabilitation provision set forth in this order.

E. Penalty

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

F. Drug Testing Procedures

1. The testing procedures and safeguards provided in this order shall be adhered to by any laboratory personnel administering departmental drug tests.
2. Laboratory personnel authorized to administer departmental drug test shall require positive identification from each Officer to be tested before the Officer enters the testing area.
3. In order to prevent a false positive test result, a pre-test interview shall be conducted by testing personnel to ascertain and document the Officer's recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs. Divulgence by the Officer of medical information

during the pre-test interview is voluntary, however, if the test results are positive, it will be mandatory that the officer divulge the necessary medical information to the Medical Review Officer so that the MRO may determine whether the test result is a false positive.

4. The testing area shall be private and secure. Authorized testing personnel shall search the testing area before an Officer enters same in order to document that the area is free of any foreign substances.
5. Where the Officer appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The Officer shall be permitted no more than eight hours to give a sample. During that time the Officer shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the M.R.O.
6. The urine sample will be split and stored in case of legal disputes. The samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage. This sample shall be made available to the employee or his labor association representative prior to disciplinary action, should the original sample result in a legal dispute. The officer must request same within 72 hours of being notified of a positive and confirmatory test by the Medical Review Officer. All groups of negative samples may be destroyed after seven (7) days.
7. All specimen samples shall be sealed, labeled, initialed by the Officer and laboratory technician, and checked against the identity of the Officer. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing lab representative.
8. Whenever there is a reason to believe that the Officer may have altered or substituted the specimen to be provided, a second specimen shall be obtained within a reasonable period of time. The laboratory personnel will take the appropriate necessary steps to assure the integrity of the second specimen.

G. Drug Testing Methodology

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

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

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

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

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

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

H. Chain of Evidence - Storage

1. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.

2. Where a positive result is confirmed, urine specimens shall be maintained in a secured, refrigerated storage area. If a dispute arises the specimens will be stored until all legal disputes are settled.

I. Drug Test Results

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

J. Substance Abuse Rehabilitation Program

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

K. Procedures for Implementation of the Last Chance Agreement

1. An Officer whose drug test has been confirmed positive by the Medical Review Officer during random or reasonable suspicion testing shall, (if found guilty during department disciplinary proceedings), be offered a last chance agreement.
2. At the discretion of the Chief of Police or Deputy Chief, the last chance agreement may also be offered to any officer whose drug test has been confirmed positive by the Medical Review Officer.
3. Standard letter of conditions for continued employment (last chance agreement) must be signed by an authorized representative of the department and the officer.
4. An Officer must attend and successfully complete an authorized rehabilitation program.
5. An Officer must sign a form releasing any and all information to management as may be requested.

6. An Officer must pass a medical examination administered by a medical facility designated by the Chief of Police or Deputy Chief prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.
7. An Officer may be allowed to use sick time and apply for a medical leave of absence if required, while undergoing rehabilitation.
8. Once authorized to return to duty, the officer must submit to periodic urinalysis on a timetable as may be determined by the Chief.
9. The Officer shall be subject to the terms of this program for three (3) years after their return to work.
10. The Officer must agree in writing that the Officer will be automatically terminated forthwith if a violation of any portion of the last chance agreement occurs at any time during its enforcement term.
11. The Officer must be advised that the Officer is not obligated to sign the agreement and be advised he has the right to seek the counsel of his legal and/or labor representative.

ARTICLE XLVI
LAST CHANCE AGREEMENT

Re: _____

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

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

Now, therefore, it is agreed that:

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

grounds for discharge, subject to review pursuant to the collective bargaining agreement of only the discharge for failure to follow program directives.

7. Once authorized to return to duty, Officer _____ shall submit to controlled substance testing at the discretion of the Chief. If any such test shows a positive result for the presence of a controlled substance, Officer _____ will be discharged from employment with the _____, subject to review pursuant to the collective bargaining agreement of only the discharge for a positive test result hereunder.

8. Officer _____ will be credited with seniority, for promotional purposes, for time separated from the Police Department between _____ and the date of return to duty. No other wage is due or owing, and Officer _____ waives any claims thereto.

9. The Association shall withdraw with prejudice the grievance # _____ and shall release and discharge the Employer from any and all claims relating thereto. The Employer shall release and discharge the Union and Officer from any and all claims relating thereto. Officer _____ shall release and discharge the Association and the Employer from any and all claims relating to grievance # _____ including but not limited to the processing and arbitration of this grievance. Further, Officer _____ release the Township and the Association from all liability and claims he may have had or now has with respect to his employment with the _____ whether such claims or liability arise under Federal or State statute, constitutional provisions, principles of common law, or under the collective bargaining agreement between the _Township_____ and the Police Officers Association of Michigan.

10. All parties have had the opportunity to consult legal counsel and have carefully and completely read and understood all the terms of this settlement agreement. This settlement agreement is freely and voluntarily entered into by all parties without any duress or coercion.

11. The parties agree that this agreement is entered into as a full and final settlement of the above referenced matter, and shall not set a precedent. Furthermore, the actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim, or litigation.

12. In the event the Officer grieves and attempts to process to arbitration any discipline imposed as a condition of this last chance agreement, said grievance

shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the Police Department.

ARTICLE XLVII
CANINE OFFICER/DIVISION INSPECTOR

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

- A. The Township shall have the discretion to establish the position of Canine Officer.
- B. The Chief of Police or Deputy Chief, at his sole discretion, at any time, may eliminate the Canine Officer position.
- C. An Officer assigned to the position of Canine Officer will be scheduled to work a twelve (12) hour shift. The hours and days of work shall be determined by the Chief of Police or Deputy Chief or his designee.
- D. The Department will maintain the right to reassign days off in lieu of overtime for training purposes.
- E. On a scheduled work day, the Canine Officer will work 7 hours and 30minutes, with the last 30 minutes of the 8 hours spent in care, maintenance, and training of the canine. All care, maintenance and training of the canine shall be done on duty, unless overtime is authorized by the Chief of Police or Deputy Chief or his designee.
- F. On the Canine Officer's non-working days, the Officer shall be expected to spend thirty (30) minutes per day in the care, maintenance or training of the assigned canine, and shall be compensated for said thirty (30) minutes at one and one-half times his/her regular rate.
- G. If, for any reason, the Officer does not have control of the animal, such as the Officer is on vacation and the animal is kenneled or any other reason, then he/she will not be reimbursed for the care of the animal.
- H. The Canine Officer's hourly rate of pay shall be the same as that of the hourly rate of a patrolman in the Police Department. Call-in and overtime pay will be in accordance with the Collective Bargaining Agreement

- I. The Parties believe and expect that the times for care, maintenance and training of the assigned canine, set forth above, will constitute all of the time required or needed to be spent by the Canine Officer in connection with their duties. Any Officer assigned to the duties of Canine Officer will be expected to review and execute a letter of agreement identical to the letter of agreement between the Township and the Union. In the event the Canine Officer is required to spend any additional time in the care, maintenance or training of an assigned canine beyond that set forth in the Letter of Agreement, the Canine Officer will immediately notify the Chief of Police or Deputy Chief or his designee and receive prior approval.
- J. Uniforms shall be as directed by the Chief of Police or Deputy Chief and provided for by the Department.
- K. The Police Department will provide the following:
 - 1. Food
 - 2. Equipment needed for program (as approved)
 - 3. Payment of veterinary bills (as approved)
- L. The Canine Officer shall reside within a distance that will allow him/her to respond to a scene within the Township within a fifteen (15) minute period of time of the call back. This requirement is based on expert opinion that for a canine to be effective it must be at the scene within a period of fifteen minutes.
- M. The Canine Officer, should he/she decide to reside outside the fifteen (15) minute call back shall notify the Department as soon as possible. The canine will be returned to the Department for further disposition. There will be no reprisals whatsoever for his/her decision to reside beyond the fifteen (15) minute limit.
- N. The Charter Township of Redford is the sole owner of this animal and shall make all major decisions regarding the health, safety and management of the animal as well as final disposition of the animal upon retirement, health of the animal, as well as the success of the animal's training and the ending of the canine program.

ARTICLE XLVIII
PROFESSIONAL ASSOCIATION DUES

48.1: Effective April 1, 1996 the Township hereby agrees to pay for the dues of all members in the following:

- A. POAM Civil/Criminal Representation program.

ARTICLE XLIX
TERM OF AGREEMENT

49.1: This Agreement shall be effective April 1, 2014, and continue in full force and effect until March 31, 2016.

49.2: IN WITNESS WHEREOF the parties hereto have set their hands and seals this 27th day of February, 2015.

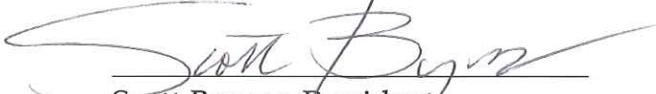
POLICE OFFICERS ASSOCIATION
OF MICHIGAN


Kenneth E. Garbowski
Business Agent

TOWNSHIP OF REDFORD


Tracey Schultz Kobylarz
Supervisor

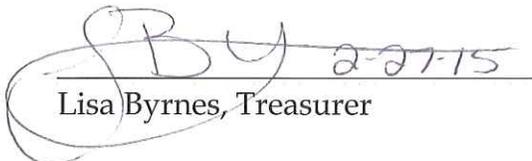
REDFORD TOWNSHIP POLICE
OFFICERS ASSOCIATION


Scott Byrnes, President


Garth Christie
Clerk


Daniel Bailey, Vice President


Richard Cory, Secretary


Lisa Byrnes, Treasurer

Township of Redford/Redford Police Officers Association
 Effective April 1, 2014 to March 31, 2016
 SIGNATURE COPY

APPENDIX A - WAGES

Wages scheduled for current employees for the term of this Agreement:

Prior to 9/1/11					
PATROL OFFICER	9/1/2011	11/25/2014	3/31/2015	10/1/2015	3/31/2016
Start	\$ 43,275.13	\$ 43,491.51	\$ 43,708.96	\$ 43,927.51	\$ 44,147.15
1 yr	\$ 46,160.14	\$ 46,390.94	\$ 46,622.90	\$ 46,856.01	\$ 47,090.29
2 yr	\$ 49,045.14	\$ 49,290.37	\$ 49,536.82	\$ 49,784.50	\$ 50,033.42
3 yr	\$ 51,930.15	\$ 52,189.80	\$ 52,450.75	\$ 52,713.00	\$ 52,976.57
4 yr	\$ 54,815.16	\$ 55,089.24	\$ 55,364.68	\$ 55,641.51	\$ 55,919.71
Top	\$ 57,700.18	\$ 57,988.68	\$ 58,278.62	\$ 58,570.02	\$ 58,862.87
DISPATCH	9/1/2011	11/25/2014	3/31/2015	10/1/2015	3/31/2016
Start	\$ 30,292.59	\$ 30,444.05	\$ 30,596.27	\$ 30,749.25	\$ 30,903.00
6 month	\$ 32,312.10	\$ 32,473.66	\$ 32,636.03	\$ 32,799.21	\$ 32,963.20
1 yr	\$ 34,331.60	\$ 34,503.26	\$ 34,675.77	\$ 34,849.15	\$ 35,023.40
2 yr	\$ 36,351.11	\$ 36,532.87	\$ 36,715.53	\$ 36,899.11	\$ 37,083.60
3 yr	\$ 38,370.62	\$ 38,562.47	\$ 38,755.29	\$ 38,949.06	\$ 39,143.81
Top	\$ 40,390.11	\$ 40,592.06	\$ 40,795.02	\$ 40,999.00	\$ 41,203.99

Wages scheduled for employees hired after September 1, 2011:

After 9/1/11					
PATROL OFFICER	After 9/1/11	11/25/2014	3/31/2015	10/1/2015	3/31/2016
Start	\$ 38,947.62	\$ 39,142.36	\$ 39,338.07	\$ 39,534.76	\$ 39,732.43
1 yr	\$ 42,467.33	\$ 42,679.67	\$ 42,893.06	\$ 43,107.53	\$ 43,323.07
2 yr	\$ 46,102.43	\$ 46,332.94	\$ 46,564.61	\$ 46,797.43	\$ 47,031.42
3 yr	\$ 49,852.94	\$ 50,102.21	\$ 50,352.72	\$ 50,604.48	\$ 50,857.51
4 yr	\$ 53,718.86	\$ 53,987.45	\$ 54,257.39	\$ 54,528.68	\$ 54,801.32
Top	\$ 57,700.18	\$ 57,988.68	\$ 58,278.62	\$ 58,570.02	\$ 58,862.87
DISPATCH	9/1/2011	11/25/2014	3/31/2015	10/1/2015	3/31/2016
Start	\$ 27,263.33	\$ 27,399.65	\$ 27,536.65	\$ 27,674.33	\$ 27,812.70
6 month	\$ 29,727.13	\$ 29,875.77	\$ 30,025.15	\$ 30,175.27	\$ 30,326.15
1 yr	\$ 32,271.70	\$ 32,433.06	\$ 32,595.23	\$ 32,758.20	\$ 32,921.99
2 yr	\$ 34,897.07	\$ 35,071.55	\$ 35,246.91	\$ 35,423.14	\$ 35,600.26
3 yr	\$ 37,603.21	\$ 37,791.22	\$ 37,980.18	\$ 38,170.08	\$ 38,360.93
Top	\$ 40,390.11	\$ 40,592.06	\$ 40,795.02	\$ 40,999.00	\$ 41,203.99

Township of Redford/Redford Police Officers Association
Effective April 1, 2014 to March 31, 2016
SIGNATURE COPY

- ❖ Start 10% less than the starting rate for current employees
- ❖ 1st Year 8% less than the 1st year rate for current employees
- ❖ 2nd Year 6% less than the 2nd year rate for current employees
- ❖ 3rd Year 4% less than 3rd year rate for current employees
- ❖ 4th Year 2 % less than 4th year rate for current employees
- ❖ 5th Year Same rate as the 5th year rate for current employees

*The ½% raise that was agreed to upon signing of the contract shall be retroactive back to January 1, 2015 as reflected in the table above.

**STATE OF MICHIGAN
MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION**

In the matter of the Arbitration between:

**POLICE OFFICERS ASSOCIATION
OF MICHIGAN,**

Petitioner,

MERC Case No. D12 C-0243
Panel Chair: Stanley T. Dobry, Esq.

- and -

CHARTER TOWNSHIP OF REDFORD,

Respondent.

PANEL'S FINDINGS, OPINION AND ORDERS

Stanley T. Dobry, Chairman
Tracey Schultz Kobylarz, Employer (Township) Designee
William Birdseye, Union (POAM) Designee¹

I. APPEARANCES

For the Township of Redford
Giarmarco Mullins & Horton PC
By: John Clark Esq.
101 West Big Beaver Road, Floor 10
Troy, Michigan 48084

For the Police Officers Association of Michigan
William Birdseye, Treasurer
27056 Joy Road
Redford, Michigan 48239

Also Present

For the Township: John Cubba

For POAM: Eric Norman, John Barr, Kevin Loftis, Scott Byrnes, Jeff Waubough, Brad Kennedy

Dated: July 12th 2013

¹At various times in this proceeding, the Union's panel delegate has been Eric Norman or William Birdseye. This arrangement was acquiesced in by the Township.

II. PROLOGUE

This is an Act 312 proceeding between the POLICE OFFICERS ASSOCIATION OF MICHIGAN, ("POAM" or "Union") and the TOWNSHIP OF REDFORD ("Township" or "Employer")

This is a contract reopener, which is the postscript to the current collective bargaining agreement, that had roots in Act 312 proceedings chaired by Arbitrator Joseph Girolamo.

This proceeding began with the filing of a letter dated July 11, 2012, whereby the parties notified the Michigan Employment Relations Commission that they had mutually agreed that Stanley T. Dobry would be the Chairman of this arbitration panel. The appointment was thereafter made. A prearbitration meeting was held on September 28, and a hearing was held on November 28, 2012. Last best offers were exchanged at the hearing.

The transcript of the evidentiary hearing was reported by Erin Stilman (CSR-3588) (RPR-019261).

Four witnesses testified under oath or affirmation, namely: ERIC NORMAN; JOHN BARR; JOHN CUBBA; and TRACEY SCHULTZ KOBYLARZ. The parties expressly agreed that the delegates could testify.

Post-hearing briefs were filed by the parties.

This is the Findings, Opinion and Award pursuant to Act 312 of Public Acts of 1969, as amended, based on the Petition, the response, and the entire record.

III. EXHIBITS

Joint Exhibit 1 Bargaining Agreement Between the Township of Redford and Police Officers Association of Michigan, 4/10/05 to 3/31/09

Joint Exhibit 2 Bargaining agreement between the Township of Redford and Police Officers Association of Michigan, 4/1/09 to 3/31/14

Union Exhibit 3 Redford Township Police Officers and Dispatchers, 2 Percent Wage Reduction and New Hire Rates

Union Exhibit 4 Redford Township Police Officers and Dispatchers Savings Based on 2 Percent Wage Reduction and New Hire Rate as of 9/1/11

Union Exhibit 5 Redford Township Police Officers and Dispatchers Savings Due to Suspension of Longevity for the Remainder of the Contract

Union Exhibit 6 Bargaining Unit Wage Savings From Wage and Longevity Concessions

Union Exhibit 7 Reduction in the Command Officers Salaries Based on the 2 Percent Reduction for Police Officers and Dispatchers

Union Exhibit 8 Appendix B, Part -Time Police Officers

Union Exhibit 9 Article XXII, Holiday Pay

Employer Exhibit 10 Collective Bargaining Agreement Between the Township and the Command Officers Association, Effective 4/1/09 to 3/31/12

Employer Exhibit 11 Addendum to the Redford Township and Command Officers Collective Bargaining Agreement

Employer Exhibit 12 Labor Agreement Between the Township and the Firefighters, Local IAFF 1206, 4/1/09 to 3/31/13

Employer Exhibit 13 Labor Agreement Between the Township and the Firefighters, Local IAFF 1206, 4/1/09 to 3/31/13 Letter of Understanding Between the Township and the Firefighters, Local 1206

Employer Exhibit 14 Redford Township DROP Analysis

Employer Exhibit 15 POAM Summary of Service Time

Employer Exhibit 16 Act 345 Pension Milage Comparison

Employer Exhibit 17 Annual Pension Benefit Comparison

Employer Exhibit 18 Union's Last Offer of Settlement

Employer Exhibit 19 Township's Last Offer of Settlement

Arbitrator Exhibit 20 Redford Township Police and Fire Retirement System Supplemental Valuation as of March 31, 2011 Police Patrol Officers

IV. THE CRITERIA

Act 312 of Public Acts of 1969, as amended, in Section 9 thereof sets forth the criteria to be followed by an arbitration panel. Act 116 of Public Acts of 2011 amended Section 9, which Section 9 as amended by Act 116 providing as follows:

Sec. 9. (1) If the parties have no collective bargaining agreement or the parties have an agreement and have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions, and order upon the following factors:

(a) The financial ability of the unit of government to pay. All of the following shall apply to the arbitration panel's determination of the ability of the unit of government to pay:

(i) The financial impact on the community of any award made by the arbitration panel.

(ii) The interests and welfare of the public.

(iii) All liabilities, whether or not they appear on the balance sheet of the unit of government.

(iv) Any law of this state or any directive issued under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, that places limitations on a unit of government's expenditures or revenue collection.

(b) The lawful authority of the employer.

(c) Stipulations of the parties.

(d) Comparison of the wages, hours, and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours, and conditions of employment of other employees performing similar services and with other employees generally in both of the following:

(i) Public employment in comparable communities.

(ii) Private employment in comparable communities.

(e) Comparison of the wages, hours, and conditions of employment of other employees of the unit of government outside of the bargaining unit in question.

(f) The average consumer prices for goods and services, commonly

known as the cost of living.

(g) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays, and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

(h) Changes in any of the foregoing circumstances while the arbitration proceedings are pending.

(i) Other factors that are normally or traditionally taken into consideration in the determination of wages, hours, and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration, or otherwise between the parties, in the public service, or in private employment.

(2) The arbitration panel shall give the financial ability of the unit of government to pay the most significance, if the determination is supported by competent, material, and substantial evidence.

Then the issue becomes one of priorities and the question of the interest and welfare of the public in Redford Township.

Section 8 of Act 312 provides:

423.238 Identification of economic issues in dispute; submission and adoption of settlement offers; findings, opinion, and order.

Sec. 8. The arbitration panel shall identify the economic issues in dispute and direct each of the parties to submit to the arbitration panel and to each other its last offer of settlement on each economic issue before the beginning of the hearing. The determination of the arbitration panel as to the issues in dispute and as to which of these issues are economic is conclusive. The arbitration panel, within 30 days after the conclusion of the hearing, or within up to 60 additional days at the discretion of the chair, shall make written findings of fact and promulgate a written opinion and order. As to each economic issue, the arbitration panel shall adopt the last offer of settlement which, in the opinion of the arbitration panel, more nearly complies with the applicable factors prescribed in section 9. The findings, opinions and order as to all other issues shall be based upon the applicable factors prescribed in section 9.

Pursuant to this provision the remaining issue presented by the parties has been determined to be an economic issue requiring the Panel to adopt the Last Best Offer of one party or the other, which issue is determined by a majority vote.

V. THE ISSUES

The only issue before the Panel is adoption of a Deferred Retirement Option Plan ("DROP"). Both Union and Township submitted detailed Final Offers of Settlement outlining the terms of each party's proposed DROP plan. Notwithstanding the apparent simplicity, the scope of issues – and whether there is one *only* – is a matter of consequence for the panel.

The issue for decision by this Panel is therefore not whether to adopt a DROP plan, but rather whether it should adopt the terms of the Union's proposed DROP or the Township's. While there are a number of differences between the Union's proposal and the Township's, the most significant of those identified at the hearing were the length of service necessary to be eligible for the DROP and the number of "best years" included in the calculation of final average compensation ("FAC").

Additionally, there is a dispute about the exact scope of the retiree health coverage, and the amount of the employee's contribution for buying additional years of service toward retirement. The Union seeks a 5% contribution, whereas the employer seeks a 100% contribution from the employee.

The Union proposes that members be eligible to enter the DROP at 20 years of service and have the average of two "best years" in the previous 10 years of service calculated into their Final Average Compensation. The Township's proposal would make members eligible for the DROP at 22 years of service and would require the average of 3 "best years" in the previous 10 calculated into their FAC.

Each party seeks to have the Panel adopt its entire proposal, including in particular the terms mentioned above

VI. DISCUSSION

Public labor relations in Michigan are governed by PERA. One of PERA's primary purposes "is to resolve labor-management strife through collective bargaining."²

Act 312 is part of PERA, and these proceedings are an extension of the collective bargaining process. The exercise's whole point is to come to the solution the parties should have come to at the bargaining table. The final omnibus factor³ implicitly includes that consideration.

The panel finds the legislative changes to be particularly important. The state legislature has made it clear that internal comparability should be given great weight by the panel, albeit secondary to ability to pay.

Though the Act 116 amendment requires the Panel to give financial ability the most significance, the Legislature recognized that the Panel could consider other factors, which have been left intact and are well developed. The amendment also included the 9(1)(e) comparison to other employees of the governmental unit outside this bargaining unit in question.

There is the *a(ii)* factor: "interest and welfare of the public." In this case, this is an important consideration: public safety is involved. This is a two-edged sword: considerations of fiscal responsibility are not just a matter of dollars and cents. Matters of morale, recruitment, retention, and efficient delivery of public service all have to be given due weight. In large part, the panel is seeking to find a solution that should have been the product of collective bargaining.

Like other Act 312 arbitrators, this chairman finds that this case must be shaped

²*Detroit Fire Fighters Ass'n, IAFF Local 344 v Detroit*, 482 Mich 18, 28-29; 753 NW2d 579 (2008) [citation omitted].

³(i) Other factors that are normally or traditionally taken into consideration in the determination of wages, hours, and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration, or otherwise between the parties, in the public service, or in private employment."

by the art of the possible. What is possible to resolve this dispute short of disruption in the Department?

We are specifically here to effectuate the contractually mandated reopener. In that sense, the parties already expressed their own preference that a change in the DROP Plan should be made. That direction is binding on the panel. The only issue is whose plan fits best into their work place and this bargaining unit, given their bargaining history.

There is a lengthy bargaining history between the parties over implementing a DROP plan, going back to the negotiations for the current CBA. A prior Act 312 proceedings was pending when they settled the current contract. On September 14, 2011, during an extraordinary meeting directly involving the Township Board, the parties were able to resolve all issues except the DROP plan, and they decided to proceed with the new contract with an agreement that they would continue to negotiate over the DROP.

The Union gave significant concessions in order to settle the contract at that time, including yielding on wages, holiday pay, longevity pay, and the use of part-time officers. These sacrifices resulted in substantial savings to the Township. During this same time frame the Township was also negotiating for new contracts with the firefighters bargaining unit and the command officers bargaining unit, and eventually agreed to implement DROP plans for both.

This case involves the very nature of collective bargaining. It is true, of course, that PERA does not require the parties come to a particular agreement. But it does require them to participate in a mutual process to resolve their disputes, and to craft a general constitution that can be fairly administered throughout the contract term.

Of course, the panel is not deciding an unfair labor practice charge in this proceeding. Indeed, it is apparent that both parties engaged in extended and good faith

negotiations, and were able to take all but one of their issues off the table.

But a party's just saying "No" is not the process contemplated by the act. This is positional bargaining. Indeed, the employer got locked in to its own position on the DROP Plan, and refused to discuss the matter further.

During the next 14 months, the Union attempted to negotiate over the DROP, making a several different proposals to the Township. However, the Township neither responded to the proposals nor counter proposed. As Eric Norman, a Township officer and POA representative credibly testified: it was basically a "one-way" negotiation.

At the Union's request the Township did have an actuarial study done to determine possible costs of a DROP plan in May of 2012. However, the first time the Union received any documentation of a proposal or counteroffer on the DROP plan was in November of 2012. That exhibit was made part of this record at the Chairman's direction.

This course of conduct is rather like Boulwarism⁴, a negotiation tactic named after

⁴**Boulwarism.** A collective bargaining approach followed by General Electric Company, and named after its vice president for employee and public relations, Lemuel Boulware. It was described by Professor Herbert Northrup as follows: 'After careful research, and a full exchange of views with the union bargaining agents for many days, or even weeks before an offer is made the company puts what it believes proper on the table and changes it only on the basis of what is considered new information.'

It was described in detail by NLRB trial examiner Arthur Leff as embracing the following:

(1) The same basic offer is made to substantially all of the unions with which the company negotiates.

(2) The company, however, does not initially present its offer on a 'take-it-or-leave-it' basis. It states 'a willingness to make prompt adjustments whenever (but only when) new information from any source or a significant change in facts indicates that its initial offer fell short of being right.' But the company also emphasizes that 'it will not make any change it believes to be incorrect because of a strike or a threat of a strike. . . .'

(3) As a part of the approach, the company 'markets' its positions directly to the employees through 'an elaborate employee communications system, making use of plant newspapers, daily news digests, employee bulletins, letters to employees' homes, television and radio broadcasts, and other media of mass communication, as well as personal contacts.' It is the company's belief that the employees, in turn, may influence union acceptance of the offer.

General Electric's former vice president Lemuel Boulware, who pioneered the strategy.⁵

The lack of meaningful bargaining is a fact that was rebounded by the absence of a meaningful actuarial study. At the hearing the Township argued against the validity of the proffered actuarial study, pointing out that the assumptions used in preparing the study were based on different terms than what are contained in the Union's Final Offer of Settlement. Significantly, the employer 'chose to hold its cards close to its chest,' and to neither timely show its offer to the union, nor obtain its own actuarial study.

Another important factor is that experience teaches that actuarial studies for DROP plans are of little relevance. Because valuations are based upon predictions of employee decisions, which is ordinarily not much better than a guess. It can vary depending on the demographics of the unit, and the interaction, design and the mix of the DROP and retirement plans, investment returns, compensation for continued employment, and such diverse factors and

(4) Finally, it is the company's policy to make certain that no union receives favored treatment. Moreover, it applies the terms of the basic offer made to the unions to the employees who are not represented by a union.

Source references: *General Electric Co.*, 150 NLRB 192, 57 LRRM 1491 (1964); Lemuel R. Boulware, *The Truth About Boulwarism* (Washington D.C.: BNA, 1969); Morris D. Forbosch, "Take It or Leave It as a Bargaining Technique," *LLJ*, Nov. 1967; Kenneth A. Housman, "Final Offer Selection: An Arbitration Technique," *Personnel Administration*, Jan./Feb. 1972; James W. Kuhn, "A New Glance at Boulwarism: The Significance of the GE Strike," *LLJ*, Sept. 1970; Herbert B. Northrup, *Boulwarism*, (Ann Arbor: Univ. Of Michigan, Bureau of IR, 1964; _____, "Boulwarism vs. Coalitionism - The 1966 GE Negotiations," *Management of Personnel quarterly*, Summer, 1966; _____, "The Case for Boulwarism," *Harvard BR*, Sept./Oct. 1963. See also Roberts, Harold S. *Roberts' Dictionary of Industrial Relations 3rd Ed.* (Washington D.C., Bureau of National Affairs, 1986), GENERAL ELECTRIC CASE" pp. 76-77.

⁵"**Boulwarism** is a negotiation tactic named after General Electric's former vice president Lemuel Boulware, who pioneered the strategy. In negotiations with labour unions, it is an offer which is ultimate and to which no further revisions will be made. Before making the offer, the offering party will check all relevant details of the labor dispute, such as competitors' policy on similar problems and industry standards. It is commonly used to refer to "Take-it or Leave-it" bargaining." Boulwarism, Wikipedia. <http://en.wikipedia.org/wiki/Boulwarism> [Links and citations omitted.]

largely unquantifiable items as employee morale. Indeed, such actuarial pronouncements are usually lacking in reasonable certainty⁶

The panel had to deal with a carefully and narrowly constricted record. Concealed within the interstices of this scarce record, the Employer has not argued on the record “ability to pay.” Rather, it has argued about timing and the effects of the proposals. Indeed, while management objects to the Union’s proposal because it dislikes the actuarial report they proffered, management chose not to offer any actuarial report to the contrary.

Nevertheless, management made a calculated choice, and claims that it has now boxed in the panel.

Likewise, the Union mirrors those contentions.

But the record is clear and overwhelming.

Under Act 312, it is also recognized that the internal comparisons cannot be overlooked. They are especially compelling. The economic maelstrom that affected everyone had the most comparable and proportionate effect upon those who share the same employer.

There is a demonstrated historical relationship – including rough parity, between police and fire and other workers in city government. Significantly, there is an express “me too” provision that ties police command to the patrol pay and benefit structure.

Internal comparability – and the synergy between this contract and those of other bargaining units – has a serendipitous benefit. The Union took substantial wage and benefit cuts, benefitting the employer. Indeed, the consequence of the express “me too” provision in the

⁶And ultimately devolve into a variant of “Reply hazy try again” or “Cannot predict now. Two of the twenty responses in the “*Magic 8 Ball*.” See *Magic 8 Ball*, Wikipedia http://en.wikipedia.org/wiki/Magic_8-Ball. Given the cost of such less than Delphic predictions, their worth is dubious at best.

command unit, the employer presumably reaped a benefit from other bargaining units.

The Union produced a number of exhibits outlining the amount of savings realized by the Township, and in particular with regard to wages. Union witness John Barr testified that between the 2% wage reduction agreed to by the Union and the lower rate for officers hired after September 1, 2011, the Township will save about \$125,271.55 combined in 2012 and 2013. The amount of savings was calculated purely based upon wages and did not take into account other savings that would flow from the lower wages. The Chair notes that the actual savings to the Township would likely be greater than the numbers provided by the Union. In addition to wages, the Union also provided a concession with regard to longevity pay, agreeing to suspend such payments for the duration of the contract. The suspension of longevity pay will result in a savings of about \$178,300 over the term of the current contract. The total savings from wages and longevity concessions alone would result in a total savings of \$303,570.75. Again this does not even account for all the savings that would be realized and more importantly, it represents money that has literally been taken out of the pockets of the employees.

Aside from the savings the Township realized from this bargaining unit, the concessions made by this unit will actually result in savings to the Township in other units. Because of "me too" clauses in the contracts, the 2% pay reduction taken by the patrol unit will cause the salaries of command officers to also be reduced, resulting in an additional savings of \$39,463.86. Finally, the Township will save even more through concessions eliminating holiday pay for new hires and the use of part-time officers. Given the substantial savings as a result of the concessions, as well as its effect the employees and their families, the Union's DROP plan is economically justified.

The internal comparables largely support adoption of the Union's proposal. There

is simply no convincing rationale as to why the patrol unit should not have the benefit of the DROP program at the same time as the fire and command units. The Township asserted through Finance Director Cubba and Supervisor Kobylarz that there was no financial reason for the extra time to reach eligibility, but that it had to do with operational reasons. The testimony indicated that because of the age of the current workforce in the patrol unit, making officers eligible at 22 years as opposed to 20 would allow the Township to stagger the number of officers entering the DROP to create less of a danger of having to train and staff the department with a large number of new officers. However, other than simply making this assertion, the Township offered no evidence or explanation as to exactly how eligibility at 22 years rather than 20 would eliminate this "problem".

The Union asked for what the firefighters unit received in their DROP plan in terms of the number of "best years." There really is no difference operationally to the Township whether officers are eligible at 20 years as opposed to 22. The Panel notes that the Union's proposal is identical to the internal comparables in terms of eligibility. Historical parity and symmetry supports the Union's position.

While the issue of whether the panel has authority to review the various components of the parties LBOs separately or as a package.

In considering this, the Township urges:

(1) The purchase of generic time is not part of either parties' DROP plan.

Instead, it is in essence a pre-condition to qualifying for the DROP. Items such as multiplier, FAC Calculations, etc. affect everyone who participates in the drop. Conversely, the purchase of generic time only applies to those individuals who do not have 20 years of service (the union's plan) or 22 years of service (the township's). Arguably, the purchase of generic time

is a separate and distinct issue that the panel can decide separately.

(2) Retiree health care is a separate issue because it has nothing to do with the calculation of the DROP benefit. There can be no reasonable argument that health care benefits and pension benefits are the same issue, and therefore must be decided together.

Both sides bargained in good faith to provide a program that provides reasonable assurance that the public will have the benefit of tenured and skilled officers protecting and serving them. That is the basic tenement of a D.R.O.P. – retention of qualified personnel.

The employer submits that in this dispute that the Union has "cherry picked" from the two existing DROP programs, one being the COAM and the other being the firefighters.

Purchase of time: They have asked that their members be allowed to purchase up to 4 years of generic service time at 5% of the cost and the township would have to pay the other 95%.

- I. If granted, the proposal would immediately allow 22 police officers that have only 16 years of public service to buy cheap generic time and retire with generous pension and health care plans, leaving the police department decimated and the public safety at risk.
- ii. If granted, it demands that we once again ask the question of the impact on the public good while we negate the tenements of the DROP which is to retain qualified personnel.
- iii. While the COAM had to pay 100% of the cost of buying additional time, the firefighters had to only pay for 5%. This is directly contrary to the contention of the Township.
- iv. The DROP Plan is intended to effectively address the problem of retaining experienced employees. The costs that are involved are a part of those involved in constructing a DROP plan, and there is no substantial and persuasive reason why the police should be treated differently from the firefighters.

B. Health Care: The POAM has proposed that their members be afforded the right to revert to health care provided in 2009. The employer has conceded to this request.

2. Adverse impact on the public good, public safety, and strength of the department.
 - A. The union's proposal will immediately qualify 13 officers for retirement, and
 - I. It allows for a total of 22 officers if you allow the purchase of generic time, and
 - ii. It allows for a total of 24 officers by the end of July.
 - B. As the employer claim "Not only does their proposal have a negative economic impact and puts public safety at risk, it could potentially substantially reduces the membership in the bargaining unit by more than 50%."

VII. CONCLUSION

The employer has great concerns about the fact that a significant portion of the unit are close to retirement age. However, this concern is largely misdirected. By their very nature, Deferred Retirement Option Plans are an arrangement designed to encourage employees, who were eligible to retire, to stay on and continue to work.⁷ It is the cure for the demographic and age related problem, not the cause.

The effective date of the drop plan cutoff will give bargaining unit members time to make and announce their individual plans; and it will give the department time to fill incipient vacancies.

In the context of the substantial cuts that were accepted by the Union, and the resultant savings, the Union's proposal is closer to the desirable outcome than the Employer's.

"Deferred Retirement Option Plans (DROPs) . . . A DROP program allows a member of a retirement system to "freeze" his service credits and final average salary as of the DROP election date for retirement calculation purposes. The member elects to have the retirement allowance that would have been paid (if the member had retired) credited to a DROP account while he continues to work and draw a salary from the employer. [1] Deferred Retirement Option Plans (DROPs) are programs that typically allow members of a retirement system, once they become retirement eligible, to defer receipt of their retirement benefit for a specified time while they continue to work. At the end of this specified period of time, members withdraw from the DROP and terminate their employment. They receive a retirement benefit based on service credit earned at the time of entering the DROP, plus a lump-sum payment equal to the amount that was deposited into their DROP account during participation in the plan. There are many types of DROPs, including forward DROPs, back DROPs, actuarial DROPs and diet DROPs.[2] A DROP is an option provided to active participants of some retirement plans. It allows members who elect DROP the option to continue to work beyond their normal retirement date (NRD) and convert the value of part of the retirement benefit into a lump sum. The lump sum is typically defined as the accumulation of the annuity benefit the participant would have been entitled to receive at the NRD. To get the DROP lump sum, a member must give up future annuity accrual, often of approximately equal value to the lump sum.>.[3]" [Footnotes omitted.] Wikipension and sources cited therein.

http://www.wikipension.com/wiki/Deferred_Retirement_Option_Plans_%28DROPs%29

"Wikipension is a knowledge management resource for and about the community that governs, sponsors, and administers retirement benefits for employees of state and local governments[1] in the U.S., and the firms that provide services to these entities."

In the prior negotiations, the Union has given a number of concessions that has resulted in significant savings to the Township and therefore is deserving of the same DROP plan terms as the other two bargaining units. Further, the Township failed to provide competent, material, or substantial evidence demonstrating that the Union should not be treated the same as the similarly situated internal comparables.

Additionally, the panel unanimously has determined that each party was permitted *nunc pro tunc* to amend their final offers. This is being done because of the protracted nature of the proceedings, and the potential effect of the various proposals upon the public service in the Township, and its potential effect upon the taxpayers, the Township, the Union and public safety.

The panel has determined that each party is being given one final chance to amend its final offer on the following subjects. In particular, the amendments addressed two concerns:

1. The effective date of the Drop Plan is now ten days following this award.
2. The number of years for eligibility to enter the Drop Plan is now 22 years.

Therefore, the final offers of the Union has been amended. The Employer's delegate has concurred in this procedure; and the Employer accepts them as part of this award.

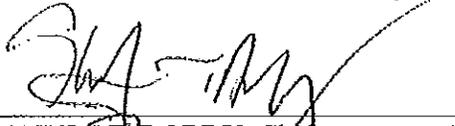
The Chairperson is unwilling to greatly modify the proposals of the parties. The careful balance and the competing considerations and equities should be part and parcel of each parties' offers. In light of the amendments by the Union, the majority of the panel adopts the Union's final offer as its award in its entirety.

The panel has considered all of the other factors involved in the statute, and finds that they are not supported by competent and substantial evidence, or alternatively, that as proved they do not make a difference in the outcome.

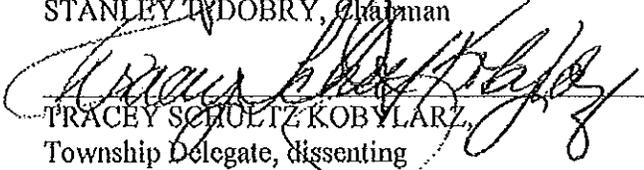
VII. AWARD

For all the foregoing reasons, the Union's last best offer is awarded for the reasons set forth in the Opinion. The views expressed in the Opinion are the views of the Chairman and those voting with the Chairman do not necessarily represent the views of the Delegate voting with the Chairman. But the vote of the Delegate with the Chairman was necessary to obtain a majority vote on the Issue involved.

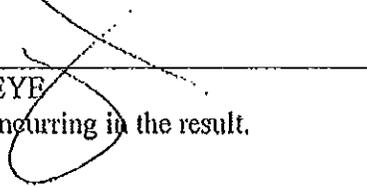
July 12th 2013


STANLEY T. DOBRY, Chairman

July 12th 2013

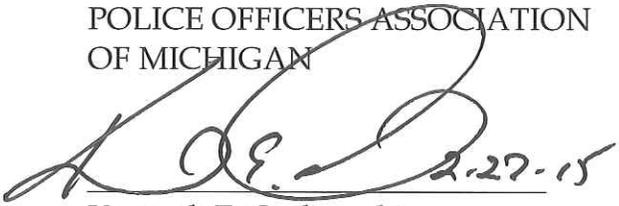

TRACEY SCHULTZ KOBYLARZ,
Township Delegate, dissenting

July 12th 2013


WILLIAM BIRDSEYE
POAM Delegate concurring in the result.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

TOWNSHIP OF REDFORD



2-27-15

Kenneth E. Garbowski
Business Agent

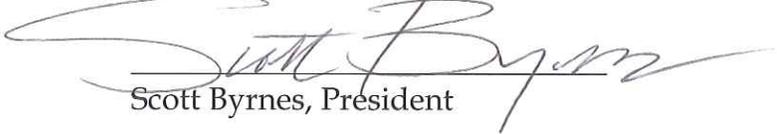


Tracey Schultz Kobylarz
Supervisor

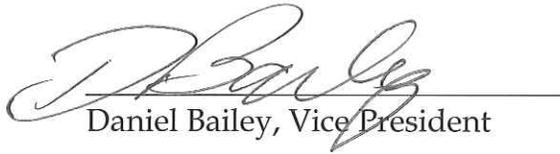
REDFORD TOWNSHIP POLICE
OFFICERS ASSOCIATION



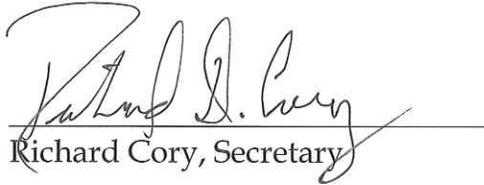
Garth Christie
Clerk



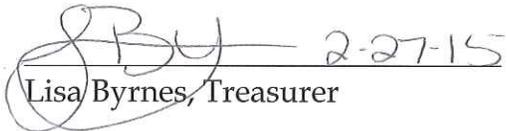
Scott Byrnes, President



Daniel Bailey, Vice President



Richard Cory, Secretary



2-27-15
Lisa Byrnes, Treasurer