

AGREEMENT
BETWEEN
CITY OF SOUTHFIELD
AND
SOUTHFIELD POLICE OFFICERS ASSOCIATION
Effective July 1, 2002 to June 30, 2006

SOUTHFIELD POLICE OFFICERS ASSOCIATION
7/1/02-6/30/06
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LABOR AGREEMENT
BETWEEN
THE CITY OF SOUTHFIELD
AND
SOUTHFIELD POLICE OFFICERS ASSOCIATION

THIS AGREEMENT is entered into the 18th day of November, 2002 by and between the CITY OF SOUTHFIELD, a Michigan municipal corporation, hereinafter referred to as the "City", and the SOUTHFIELD POLICE OFFICERS ASSOCIATION, a Michigan non-profit corporation, hereinafter referred to as the Union.

ARTICLE I
RECOGNITION AND BARGAINING UNIT

1.1 The City hereby recognizes the Union as the sole and exclusive bargaining agent for all police department employees in the rank of police officer (formerly known as patrolman and policewoman) in the matter of wages, hours of work and other conditions of employment.

ARTICLE II
PURPOSE AND INTENT

2.1 The general purpose of the Agreement is to set forth the terms and conditions of employment, and to promote the orderly and peaceful resolution of any dispute arising in this essential public service between the Association and the City of Southfield.

ARTICLE III
DEFINITIONS

3.1 The following definitions shall apply throughout this Agreement:

3.2 Employees Employees shall mean only sworn personnel of the department in the rank of police officer, and sometimes also known as patrolman or policewoman.

3.3 City City shall mean the City of Southfield, Oakland County, Michigan.

3.4 Association or Union Association or Union shall mean the Southfield Police Officers Association, a Michigan non-profit corporation.

3.5 Department Department shall mean the police department of the City of Southfield, Michigan.

3.6 Member Member shall mean an employee as above defined who has joined the Association or is paying a collective bargaining service fee.

3.7 Emergency An emergency is defined as any event or situation such as a natural disaster, civil disaster, riot or uprising necessitating the use of a large number of members.

3.8 Seniority Seniority shall mean the length of continuous service in the department of an employee or member, including any probationary period and commencing with the most recent date of hire.

3.9 Service Service shall mean service in the department.

3.10 Probationary Period Probationary period shall mean a period of one (1) year after completion of legally required police academy training. The City shall have the right to extend said probationary period for any period not to exceed six (6) months. In addition to the preceding extension, if a probationary employee is absent for more than 20 work days, excluding vacation or compensatory time, the City may extend the probationary period by an equal number of work days. The Union will represent probationary employees for the purpose of wages, hours and conditions of employment, but not for discipline.

ARTICLE IV REPRESENTATION

4.1 Grievance Committee The Grievance Committee shall be composed of three (3) employee members, one (1) of whom may be the Association President. The Grievance Committee shall represent employees for the purpose of processing grievances as provided in the grievance procedure as established by this Agreement. Members of the Grievance Committee shall be permitted to investigate and process grievances on their shift without loss of normal duty compensation, after receiving approval from their supervisor on duty, which approval shall not be withheld except in case of an emergency. A record of time spent shall be initialed and retained. The time spent shall not be abused.

4.2 Bargaining Committee The Bargaining Committee shall be composed of three (3) employee members, one (1) of whom may be the Local Association President. The function of the Bargaining Committee shall be to negotiate new or modified agreements with the City. The Union may also use two (2) non-employee representatives. The Union in submitting its demands to the City shall at the same time advise the City of the names of all persons who are members of the Bargaining Committee. The City shall, prior to negotiation, advise the Association of its bargaining committee, and either party may change its membership without notice.

ARTICLE V
PLEDGE AGAINST DISCRIMINATION AND COERCION

5.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, race, color, creed, national origin, religion, political affiliation, marital status or any other protected classes under state or federal law.

5.2 All references to employees in this Agreement designate both sexes, and wherever male gender is used it shall be construed to include male and female employees.

5.3 The City agrees not to interfere with the rights of employees becoming members of the Union, and there shall be no discrimination, restraint or coercion against any employee because of Union membership or because of any employee's activity in an official capacity on behalf of the Union.

5.4 The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, restraint or coercion.

5.5 Americans with Disabilities Act In the administration of this Agreement, the City and the Union will provide reasonable accommodations to qualified employees with a disability. The need for and extent of such accommodations shall be determined by the City in accordance with its interpretation of the requirements of law, even if such accommodations may be in conflict with another provision of this Agreement. Prior to making an accommodation that would conflict with the provisions of this Agreement, the City will notify the Union of such accommodation and discuss it with the Union upon request. If the Union does not agree to the accommodation, the matter shall be submitted to expedited arbitration as agreed upon by the City and the Union or to the American Arbitration Association for expedited arbitration

ARTICLE VI
AGENCY SHOP

6.1 It shall be a condition of continued employment after thirty (30) days of service that all employees covered by this Agreement shall either maintain membership in the Association by

paying the uniform dues, initiation fees and assessments, if any, or a collective bargaining service fee at least equivalent to the uniform dues, initiation fees and assessments, if any, for the cost of negotiating and administering this Agreement.

6.2 Any employee who has failed to either maintain membership or pay the required collective bargaining service fee for a period of forty-five (45) days shall not be retained by the City; provided, however, no employee shall be terminated under this provision unless:

- A. The Association has notified the employee by letter addressed to his or her last known address, with a copy to the City, indicating he or she has been delinquent for forty-five (45) days in payment, specifying the current amount of delinquency and warning the employee that unless the amount is tendered within ten (10) calendar days of the date of the letter, he or she will be reported to the City for termination from employment, and
- B. The Association shall furnish the City with written proof that the foregoing procedure has been followed and shall supply the City with a copy of the notice to the employee. The Association shall further provide the City, after the ten (10) days notice, with written demand that the employee be discharged in accordance with this provision and provide the City an affidavit signed by the Association Treasurer certifying that the amount of delinquency does not exceed the uniform dues, initiation fees and assessments, if any, or collective bargaining service fee for the cost of administering and negotiating this Agreement.

6.3 The City will deduct from the wages earned during each pay period a specified amount as regular monthly Association dues for each member of the Association for whom the Association furnishes the City a current, signed, written authorization. The Association shall furnish the City the amount of the deduction. The City will deduct from non-members of the Association an amount equal to dues, providing there is written authorization for the deduction. Changes in the regular amount of monthly dues may be made no more than twice in a twelve (12) month period.

6.4 All sums deducted from an employee's pay as provided for in this provision shall be forwarded by the City to the Association Treasurer and shall be made payable to the order of the name of the Association. In the event a refund is due any employee for any sums deducted from wages earned and paid to the Association, it shall be the responsibility of the affected employee to obtain the appropriate refund from the Association.

6.5 The Association shall indemnify the City against any and all claims, demands, suits or other forms of liability which may arise out of or by reason of action taken or not taken by the City for the purpose of complying with the provisions of this provision. In addition, the Association agrees to pay for the attorney representing the City, but the City shall have the right to designate the attorney within reasonable cost.

ARTICLE VII
JOINT RESPONSIBILITIES

7.1 There shall be no strikes, concerted failure to report to work, by either feigned or pretensive illness, slow-downs, sit-downs, stay-ins, or stoppage of work, or any lock-outs during the term of this Agreement. While this Agreement is in effect, there shall be no interruption of police protection service to the public or any curtailment thereof. In the event of such interruption or curtailment, the Association shall immediately, upon written notice from the City, instruct the involved employees in writing that their conduct is in violation of this Agreement and that they may be disciplined up to and including discharge for dereliction of duty and instruct all persons to immediately cease said offending conduct. The City reserves the right to utilize all legal remedies available under the terms and conditions of this Agreement and the laws of the State of Michigan.

ARTICLE VIII
MANAGEMENT RESPONSIBILITY

8.1 It is recognized that the management of the department, the control of its properties, the maintenance of order and efficiency are solely responsibilities of the City. Other rights and responsibilities belonging solely to the City are hereby recognized, prominent among which but by no means wholly inclusive as follows:

The right to decide the number and location of facilities, stations, etc., functions to be performed, maintenance and repair, amount of supervision necessary, machinery and equipment, methods, schedule of work, together with the selection, procurement, design, engineering and control of equipment and materials, and the right to purchase the service of others, contract or otherwise, to enter mutual aid pacts with other communities, and expressly reserves the right to establish and maintain rules and regulations governing the operation of the police department and the employees therein; providing such rules and regulations are not in direct conflict with this Agreement, or Act 78 of the Public Acts of 1935. It is further recognized that the responsibility of the City for the management of the department, selection and direction of the working forces including the right to hire, suspend, or discharge for just cause, assign, promote or transfer in accordance with the rules and regulations of the Civil Service Commission for the fire and police departments pursuant to Act 78 of the Public Acts of 1935, as amended (except as provided in the maintenance of membership agreement contained herein), to relieve employees from duty because of lack of work or other legitimate and reasonable cause is vested exclusively in the City, except as modified by or otherwise provided in this Agreement.

8.2 Effective January 1, 1983, the City Administrator shall have the authority to waive the residency requirement, as required in Section 10 of Act 78 of PA 1935 MCL (38.510), in compiling eligibility lists for future hiring of police officers.

ARTICLE IX
POLICE AND FIRE CIVIL SERVICE COMMISSION
ACT 78 OF PUBLIC ACTS OF 1935

9.1 The parties acknowledge and recognize the establishment of the Fire and Police Civil Service Commission for the City of Southfield, Michigan, and its authority as established under 1935 PA78, as presently or hereafter amended, except as modified by this Agreement.

ARTICLE X
GRIEVANCE AND ARBITRATION PROCEDURES

10.1 Definition Grievance is a dispute between the City of Southfield and one or more employees covered by this Agreement, or between the City and the Association pertaining to wages, hours, or conditions of employment.

10.2 Defenses to Grievance Procedure by City The following items shall be defenses to the grievance procedure and may be interposed by the City:

- A. Items coming within the jurisdiction of the Fire and Police Civil Service Commission established under the provisions of Act 78 of the Public Acts of 1935, as amended; provided however, that disciplinary matters may proceed either through the Grievance and Arbitration Procedure set forth herein or through procedures established according to said Act 78, at the option of the employee; provided further, that the employee shall, within ten (10) days of the discipline make an election as to which procedure shall be used and thereby shall forfeit the right to revoke said election and proceed according to any other manner of review.
- B. Collective items which would normally be considered a matter for the collective bargaining process. The intent of this provision is to prevent and stop those items which have been negotiated out, or set forth herewith, from being collaterally attacked either by way of the grievance procedure or otherwise.
- C. Multiple grievances submitted at a single time or step. The intent of this provision is to prevent more than one grievance being submitted to the same arbitrator at the same time unless mutually agreed upon by the parties. A class grievance (not excluded herein) is a grievance involving more than one member where the facts involved are identical to all those affected and one in which only one member shall act as grievant for all concerned.
- D. Incident or other alleged infraction occurring prior to the date of adoption of this Agreement.
- E. Grievance not meeting time limits as set forth in the procedure below.

10.3 General Rules The following general rules shall apply to the grievance procedure.

- A. If a grievance is not submitted within fifteen (15) calendar days of its occurrence, it shall be automatically closed and forever held for naught.

- B. Any grievance not submitted in one of the steps of the procedure to the next step within the time limit prescribed shall be considered closed.
- C. The time limits may be extended by mutual agreement in writing by the parties.
- D. All grievances shall be processed in the following manner:

STEP 1 (Verbal) Any member having a grievance shall first take up the matter with his or her immediate supervisor (rank of sergeant or above). This meeting shall be held within ten (10) calendar days following the verbal submission of the grievance. The immediate supervisor shall render a decision within seven (7) calendar days of the date of the meeting. The shift or bureau representative may be present if so required by the grievant.

STEP 2 (Written) Chief of Police. If after STEP 1, the aggrieved party feels his or her grievance has not been satisfactorily settled, he or she shall put the grievance in writing, stating all circumstances, dates and times applicable and turn it over to the Grievance Committee, who, if acceptable to the committee, shall submit it to the Chief of Police. One (1) copy must be submitted to the immediate supervisor who answered the grievance in Step 1. The submission shall be made within ten (10) calendar days from the oral answer given in Step 1. The Chief or designate shall hold a meeting with the Grievance Committee, which may include the aggrieved party, to discuss the grievance within ten (10) calendar days of the submission. The Chief or designate shall have seven (7) calendar days after the meeting in which to reply, in writing, to the Grievance Committee.

STEP 3 (Written) City Administrator. If after STEP 2, the grievance has not been satisfactorily settled, the Grievance Committee may submit the grievance to the City Administrator within ten (10) calendar days after receipt of written response. In the case of a Disciplinary Order, the grievance shall be submitted at STEP 3 within ten (10) calendar days after receipt of the Statement of Charges or Disciplinary Order, and shall indicate the employee's election to proceed through the Grievance and Arbitration Procedure. The submission shall be in writing, stating all circumstances, dates and times applicable. A meeting with the City Administrator or designate shall be held within seven (7) calendar days of the written submission to the City Administrator, if requested by the Grievance Committee or the City in writing. The Grievance Committee must request a meeting at the time of submission of the grievance, if desired. The Union may be represented by employees and/or non-employee representatives and the City may be represented by employees and/or non-employee representatives in addition to the City Administrator or his designate. The City Administrator or designate shall render his decision in writing within seven (7) calendar days after the receipt of the grievance or the meeting, whichever is later.

STEP 4 Arbitration. If the grievance has not been satisfactorily settled, the Grievance Committee in the name of the Association shall have fifteen (15) calendar days from the date of receipt of the written response from STEP 3 to take an appeal of the matter to an impartial arbitrator selected from the Federal Mediation and Conciliation Service or the American Arbitration Association. A copy of said appeal shall promptly be sent to the City.

10.4 Fee of Arbitrator The fees and expenses of the arbitrator, including all filing fees, shall be borne fully by the losing party, as determined by the arbitrator.

10.5 The arbitrator shall have no power to add to, subtract from, amend, alter or change the provisions of this Agreement.

10.6 The arbitrator's decision shall be final and binding upon the Association, the City, and the affected employee or employees.

10.7 An employee involved in a grievance may attend the arbitration hearing without any loss in compensation for time spent during his or her normal tour of duty. If the grievance concerns more than one (1) employee (class grievance), the Association may select only one (1) employee to attend the hearing as a grievant for all.

10.8 Agreements reached at any step of the grievance procedure shall be final and binding on all parties.

10.9 The names of authorized shift, unit or bureau representatives must be given to the City in writing or they will not be recognized.

ARTICLE XI LEAVES OF ABSENCE

11.1 Sick leave (Regular) Sick leave shall not be considered a privilege which an employee may use at his or her discretion but shall be allowed only in cases of actual illness or disability. Sick leave shall accrue at the rate of eight hours per month with unlimited accumulation. For a half day or less of actual illness or disability (four or five hours depending on the employee's schedule), there shall be no charge to sick leave; for more than a half day, a full day shall be charged (eight or ten hours).

11.2 Sick leave benefits shall not accrue while an employee is on leave of absence; or sick leave beyond the balance of the calendar month in which the illness occurred. Sick leave for regular employees shall be computed from the first working day of the employee. No employee

shall be entitled to sick leave unless earned, and a maximum of four (4) days will be allowed during the probationary period. Employees off duty who become ill and unable to report for duty must notify the officer in charge at least one-half hour before roll call on his platoon on each day of illness. Failure to do so may be cause for denial of sick leave with pay. An examination certificate and release from the City Physician or other acceptable physician may be required as evidence of illness and inability to return to work before compensation is allowed. The police department reserves the right to request the examination of a member of the department in order to determine validity of absence due to illness, with sick leave compensation provided in accordance with the physician's report. Should the physician's report indicate that the request for sick leave is (was) not justified, the information may be grounds for disciplinary action up to and including dismissal.

11.3 Payment for accumulated unused sick leave shall be as follows:

- A. A cap of 1200 hours shall be placed on accumulated regular sick leave, effective July 1, 1979.
- B. Effective June 30, 1980, a bargaining unit member shall receive payment for all accumulated regular sick leave in excess of 1200 hours as follows:
 - 1. If he or she has used two (2) days or less regular sick leave in the preceding fiscal year, he or she shall be paid seventy-five (75%) percent of his current hourly rate (based on a forty-hour week) multiplied by the number of hours over 1200.
 - 2. If he or she has used more than two (2) regular sick leave days in the preceding fiscal year, he or she shall be paid fifty (50%) percent of his or her current hourly rate (based on a forty-hour week) multiplied by the number of hours over 1200. This payment shall be made on the second pay period in July thereafter except in the event of retirement, death or voluntary resignation, in which case payment shall be made at the time of retirement, death or resignation.
- C. Upon death or retirement, employees shall receive payment at the current rate of pay for one hundred percent (100%) of accumulated sick leave to a maximum of 1200 hours.
- D. Upon voluntary resignation, employees shall receive payment, at current rate of pay, for fifty (50%) percent of accumulated sick leave to a maximum of 1200 hours, subject to the approval of the Chief. Payment may be denied for reasonable cause, and such denial may be subject to the grievance procedure.

However, denial shall not be grievable when an employee is discharged or resigns pending charges irrespective of final disposition.

Payments pursuant to Section (C), and (D) shall be in addition to payments set forth in Section (B) of this article.

11.4 Sick Leave (Reserve). The reserve sick leave bank is established under the same provisions as the regular sick leave program with the following exceptions:

- A. Accumulation rate of one-half (1/2) day per month, maximum accumulation of sixty (60) days.
- B. For non-duty related injury, illness or disability to be used only after expiration of all regular sick leave accumulated.
- C. For duty-related injury, illness or disability to be charged at the rate of twenty (20%) percent of hours worked per week, with a maximum charge of eight (8) hours per week. For purposes of this Section (C) "week" shall consist of seven (7) calendar days from the date of injury, illness or disability. Effective July 1, 1980 for duty related injury, illness or disability, there shall be no charge to sick leave.
- D. Not subject to pay provisions on death, retirement or voluntary resignation.

11.5 Furlough and Leave. Vacation leave credits are earned at the rate of 13.33 hours per month for a total of 160 hours per year and scheduled for use in summer and winter (10 days each). Effective 9/14/94, for employees who are hired after this date, vacation leave credits are earned at the rate of 6.66 hours per month for a total of 80 hours per year until employees have completed three years of service.

- A. All employees with fifteen (15) years or more of continuous service on July 1, 1980 shall be granted an additional forty (40) hours of vacation leave.
- B. All employees attaining fifteen (15) years of continuous service after July 1, 1980 shall begin to accrue vacation leave credits at the rate of 16.66 hours per month on their respective anniversary (hire) date after July 1, 1980.
- C. Accumulation Cap. Maximum accumulation of furlough time shall be four hundred (400) hours. Whenever an employee has accumulated the maximum allowable amount of furlough time, the City shall have the right to require the employee to accept furlough days after a two (2) week notice is given to the employee. Any employee who has the maximum accumulation on the date of signing this Agreement will have until June 30, 1984 to use the hours over the

maximum accumulation. If said employee does not reduce his or her excess vacation leave to the maximum by the expiration of this Agreement, the Employer will then have the right to schedule the vacation in excess of the maximum accumulation. If the Employer fails to schedule furlough time over the maximum accumulation, then the furlough time will continue to accumulate over the four hundred (400) hour maximum.

No employee will be granted vacation leave days until credits are earned. The department will require minimum schedules and may limit the number of personnel granted vacation leave at any given time. No furloughs will be granted during the first six (6) months of the probationary period although credits will be earned.

11.6 Funeral Leave. In case of a death in an employee's immediate family, an employee shall be granted funeral leave with pay not to exceed three (3) calendar days for each occurrence. "Immediate family" is defined as a spouse, child, brother, sister, parent or parent-in-law, brother-in-law, sister-in-law, grandparent or grandparent-in-law, and grandchild. A bereavement leave may be granted due to extenuating circumstances for the death of someone other than in an employee's immediate family with the approval of the Chief of Police.

11.7 Personal Business Leave. Each employee shall be permitted personal business leave except for probationary employees. Request for personal business leave must be submitted to the commanding officer at least twenty-four (24) hours prior to the next regular duty day. The commanding officer will not approve such leave if it would create a shortage of manpower. Personal business leave shall be three (3) days per year and is not chargeable to any other paid or unpaid leave. Two of the three days allotted on 7/1/02 shall be changed to emergency leave days. On or about 7/1/04, the parties may review these changes to determine whether or not there is an adverse impact on department operations. Employees shall be allowed to accumulate six (6) personal days. Employees shall not be entitled to any pay for unused personal days.

Emergency Leave Days. Each employee shall be permitted emergency leave except for probationary employees. Request for emergency leave must be submitted to the commanding officer when the need for such leave becomes known. The commanding officer will not deny the request for such leave except for an emergency. If the request for emergency leave is denied, the officer shall be paid at time and one half (1 ½) for all hours worked, and the emergency leave day shall remain in the officer's bank. Emergency leave shall be two (2) days per year and is not chargeable to any other paid or unpaid leave. Emergency leave shall not accumulate beyond the year in which it is allotted. Employees shall not be entitled to any pay for unused emergency leave.

11.8 Suspension of Leaves. All leaves provided for in this Agreement may be temporarily suspended during any period of emergency declared by the City Administrator and/or the Chief of

Police, or their qualified designates, providing that leaves are not cancelled for the purpose of avoiding overtime.

ARTICLE XII
LOCAL ASSOCIATION BUSINESS

12.1 The City will give three (3) hours per week compensatory time to the President and Vice-President of the Local Association, subject to the following:

- A. Compensatory time remains with the office.
- B. All hours will be terminated upon election of new President and/or Vice-President.
- C. No more than eight (8) hours may be used in any given calendar week.
- D. In the event the Local Association President and/or Vice-President requires compensatory time off, he shall obtain prior approval from the shift or bureau commander a minimum of twenty-four (24) hours in advance.

12.2 The City will give one (1) hour compensatory time to the Secretary or Treasurer of the Association, subject to the same conditions as above.

ARTICLE XIII
PHYSICAL EXAMINATION

13.1 Every employee except probationary employees shall submit to a physical examination on an annual basis, with the examination on the biennial year to be comprehensive in nature and scope, and the City agrees to pay for the physical examinations. The examinations shall be conducted by a medical doctor or clinical facility licensed to practice in the State of Michigan. The City shall select the location and determine the extent of the examinations. Results of the examinations shall be furnished to the City and to the employee.

ARTICLE XIV
MAINTENANCE OF CONDITIONS

14.1 Wages, hours and conditions of employment in effect at the execution of this Agreement shall, except as stipulated herein, be maintained during the term of this Agreement. Notwithstanding this or any other provision of this Agreement, this provision is subordinate to the terms and conditions set forth in the Agreement, it being understood that this provision shall not supersede or negate any other provision of this Agreement.

ARTICLE XV
MISCELLANEOUS

15.1 Contract. This Agreement shall be reduced to a written document in booklet form, at the expense of the parties, and shall be distributed among the members at least one (1) copy for each employee. All command officers shall be issued a copy of this Agreement.

15.2 Recreation Facilities. The City agrees to waive the required residence for use of City owned and operated recreational facilities to include "residents and employees of the City of Southfield."

15.3 Grievance Committee Designation. The Association shall provide the City within fifteen (15) days from the execution of this Agreement with the names of the persons who are members of the Grievance Committee.

15.4 Grievance Forms. Grievance forms shall be prepared by the City and the Association and shall be used in all grievance procedures where applicable.

15.5 Discipline. Employees shall have the right to representation in cases of interviews with supervisors which will or are likely to result in disciplinary action.

15.6 Record of Discipline. No record of discipline shall be retained in any employee's personnel file for a period longer than two (2) years from the date of the discipline. Notwithstanding the foregoing, it is understood that a disciplinary record may be retained during the period of any appeal until the final disposition thereof.

15.7 Personnel Files It shall be the policy of the Southfield Police Department to include in an employee's personnel file personnel records which identify the employee and which may affect or be used relative to that employee's qualifications for employment, promotion, transfer, additional compensation, or disciplinary action.

Upon written request which describes the personnel record, the City shall provide the employee with an opportunity to periodically review at reasonable intervals, during regular business hours, the employee's personnel record if the City has a personnel record for that employee. If a review during normal office hours would require an employee to take time off, then the City shall provide some other reasonable time for the review.

After the review as provided above, an employee may obtain a copy of the information or part of the information contained in the employee's personnel record. The City may charge a reasonable fee for providing a copy of information contained in the personnel record.

15.8 Citizens Complaints. It is recognized that the citizen's complaints against police officers must be investigated in order to preserve the integrity of the profession. Unsubstantiated unsigned

citizen complaints shall not be placed in employee's personnel file. The investigation shall be carried out in an expeditious and professional manner. All record of citizen complaints shall be removed from the employee's personnel file after one (1) year from date of most recent complaint.

15.9 Job Posting. All departmental job assignments to be performed on a full time basis for at least forty-five (45) consecutive calendar days shall be posted by the City on all departmental bulletin boards. Upon mutual agreement between the Union and the Chief of Police, the forty-five (45) day time limit may be extended for an ongoing special criminal investigation on a case-by-case basis.

15.10 Shift Transfers Within Divisions. A transfer of shifts, if any, shall take place semi-annually on the first Saturday of the first complete pay period following May 1 and November 1. By April 1 and October 1, all transfers, assignments and shift selections, complete with the work schedule, shall be posted. An employee desiring a transfer of shifts shall file a request forty-five (45) calendar days prior to May 1 or November 1. The most senior employee shall be given preference unless the department determines such preference will be detrimental to the needs of the department.

15.11 Hardship Transfers. A transfer of shifts, if any, for reasons of hardship may be considered by the department at any time. An employee desiring a transfer of shifts shall file a request stating the reasons for the requested change. A copy of the request must be submitted to the Association President, and the Association President will be notified of the department's intention prior to any action being taken on a hardship transfer request. The following criteria shall be considered by the department in determining a change of shift for reasons of hardship (a) needs of the department, and (b) needs of the applying employee. No hardship transfer will be granted which will result in an involuntary shift transfer of another employee.

15.12 Shift Vacancies. All vacancies in shifts which may occur during the year shall be filled in the same manner as the semi-annual transfer of shifts. Employees who are on special assignment which involves a change in shift shall not be automatically entitled to return to their prior shift where the assignment has lasted twelve (12) months or longer.

15.13 Shift Preference - Patrol Division and Support Division, Traffic Bureau. Employees in the Patrol Division with two (2) or more years seniority shall have the right to select shift preference and leave days within the Patrol Division by department seniority subject to maintaining a satisfactory performance level. Employees in the Support Division, Traffic Bureau, with two (2) or more years seniority shall have the right to select shift preference and leave days within the Traffic Bureau by department seniority subject to maintaining a satisfactory performance level. Leave day preferences shall be stated and determined based upon seniority immediately after shift determination on the same semi-annual basis as shift selections (November

1 and May 1). The provisions of this subsection shall not apply to employees with less than two (2) years seniority who may be scheduled as additions to the scheduled positions.

The Union President shall be deemed to have the highest department seniority for the purpose of selecting the day shift.

15.14 The regular work day may consist of ten (10) hours, or eight (8) hours for employees assigned to the patrol division provided, however, that before changing from one to the other the Employer shall announce in writing four (4) months in advance of the change, the specific bids (tours of duty) to be changed. The regular work day shall consist of eight (8) hours per day for employees assigned to the investigation section, staff services, court services, traffic and special or posted assignments. The regular work week shall be forty (40) hours per week. However, this shall not preclude the Employer from reducing its work force in accordance with Section 8.1 of Article VIII.

15.15 All employees who work the afternoon or midnight shift as defined herein shall be paid a shift premium for all hours worked as follows

\$.36 per hour for all hours worked on the afternoon shift;

\$.51 per hour for all hours worked on the midnight shift.

If present starting times continue, afternoons shall be defined as starting after 12:30 p.m. and midnights shall be defined as starting after 10:30 p.m. and before 6:00 a.m.

If present starting times are changed, afternoons shall be defined as applying to those employees who start their regular shift or work for a majority of their scheduled hours after 12:00 p.m. and midnights shall be defined as applying to those employees who start their regular shift or work for a majority of their scheduled hours after 10:00 p.m. and before 6:00 a.m.

15.16 Field Training Officer A field training officer will be compensated at the rate of one hour of overtime for each training day which includes observation and evaluation of a trainee and the documentation of these observations and evaluations

ARTICLE XVI WAGES

16.1 Annual wages, rates, and increment steps are set forth in Appendix A.

ARTICLE XVII SAFETY COMMITTEE

17.1 A Safety Committee is hereby established to assist the department in providing safe work areas and equipment for all employees within the department. The Safety Committee shall be comprised of one (1) member selected by the Association, one (1) member selected by the Police Chief and one (1) member selected by the City administration. The purpose of the Safety Committee shall be joint cooperation between the Association, department and City administration to review and recommend reasonable safety measures to protect the employees. It is recognized certain risks are inherent in the function and operation of the police service, and it is further recognized that all parties must cooperate on safety issues to minimize risks to the safety of the employees as much as is reasonably possible. The Safety Committee shall receive complaints on hazards, investigate them and make written recommendations to the Chief where warranted. The Safety Committee shall periodically review safety rules and regulations of the department and inspect equipment and facilities as may be determined necessary by the committee.

ARTICLE XVIII SPECIALISTS

18.1 There shall be fifteen (15) positions designated as police officer-specialist. The designation of a police-officer specialist above fifteen shall be at the sole discretion of the City.

18.2 These police officer-specialist positions shall receive additional base salary above that paid to a police officer at a maximum base pay as follows:

Start	6 Months	12 Months
3%	6.5%	10%

[The above rates shall apply to officers who are specialists on August 24, 1999 and to those who are appointed from the list in effect on August 24, 1999 and on the subsequent list; thereafter, police officer specialist positions shall receive additional base salary that is 6% above the maximum base salary of a police officer.]

Beginning with the pay period following January 29, 2003, the above bracketed paragraph shall have no further effect, and specialists shall be paid at the 3%, 6.5%, and 10% differential according to their service time as specialists. The rates and annotation in Appendix A for Specialist** shall be deleted.

18.3 The selection of employees to fill these positions shall be conducted outside the jurisdiction of the Civil Service Commission for the fire and police departments as follows

- A. Notice of vacancies will be posted.
- B. Any police officer who has completed three (3) years as a police officer in the department shall be eligible regardless of current assignment.

- C. The City will develop and implement a validated selection procedure with the input and concurrence of the Association. Any dispute regarding the development and implementation of this procedure will be submitted to a special arbitrator who shall be an expert in test validation. If the parties cannot mutually agree upon such an arbitrator, each party will select their own expert and these two (2) experts will select the special arbitrator.

In the event the above procedure is delayed thirty (30) days after the date of this Agreement, the testing procedure for the initial selection only shall use the same weights as those specified for sergeants elsewhere in this Agreement. The time limits set forth in this subsection C may be extended upon mutual agreement of the City and the Association.

- D. The removal of an employee from a permanent police officer-specialist position for inability to perform shall be for cause. It shall be grievable only through the grievance procedure provided in this Agreement.
- E. Employees appointed police officer-specialist shall be available to serve in any specialist position.

18.4 Employees other than police officer-specialist shall have available to them a plan which shall allow them the opportunity to serve in varied assignments throughout the department on a regular basis. These assignments shall be posted and be open equally to all department officers. The process for selecting officers for these assignments shall be as set forth in P.R. 3.03, Department Transfers and/or Reassignments, effective date March 31, 1987. Employees so assigned shall not receive additional compensation for performing such assignments except as provided in section 18.5.

Having negotiated with the SPOA regarding P.R. 3.03, Department Transfers and/or Reassignments, the amended policy reflects the negotiated agreement of both parties. Disputes regarding the meaning, interpretation, or application of this policy shall be subject to the grievance procedure up to and including arbitration.

18.5 Investigations/Staff Services Division Effective upon ratification by both parties, officers assigned to positions in the Investigations/Staff Services Division shall receive additional base salary during the time of their assignment that is 6% above their base salary as a police officer. As of the date of ratification the affected assignments are the twenty-nine police officer assignments set forth in the organizational chart, Southfield Police Department, Investigations/Staff Services Division, Proposed March 30, 1999. The number of positions is not guaranteed. The selection procedure for these assignments shall be P.R. 3.03; removal from these positions shall be as it is at the time this agreement is ratified by both parties.

ARTICLE XIX

LONGEVITY

19.1 Longevity shall be paid annually in the first pay period in December, if possible, based upon the formula indicated below. Percentages shall be computed on base rate of pay effective December 1 immediately preceding payment. Years of service shall be continuous years of service through December 31 of the payment year. Employees must be actually in the employ of the City on date of payment to be eligible for longevity. Employees on disability leave shall continue to accrue and be paid longevity.

Years of Service	3 yrs.	5 yrs.	10 yrs.	15 yrs.	20 yrs.
Percentage	1%	2%	4%	6%	8%

ARTICLE XX
OVERTIME

20.1 All hours worked in excess of forty (40) per week shall be paid at the rate of time-and-a-half (1½) regular rate except as may be stipulated herein.

20.2 Employees working the four (4) platoon, forty-two (42) hour work week schedule shall be credited with eight (8) hours straight compensatory time for each twenty-eight (28) day period worked in lieu of overtime for scheduled hours.

20.3 To the extent that it is feasible and practicable, the department will attempt to equalize overtime only for scheduled overtime assignments for the patrol division. This provision shall not apply to specialized assignments as determined by the Chief or details or other overtime assignments. Scheduled overtime assignments will be posted ten (10) days in advance only if the exact date and number of officers needed is known. All members of the bargaining unit may bid on the overtime assignment. Preference will be given to those bidders with the lowest number of scheduled overtime hours. If two or more bidders have the same amount of such overtime hours, preference will be given to the more senior employees. It is understood that management has the sole and exclusive right to determine the availability of overtime assignments and the number of officers needed. Management has no monetary liability for unworked hours and all disputes as to overtime assignments are to be brought to the Chief's attention within seventy-two (72) hours of the assignment. Remedy limited to offering next available overtime assignment. Continuous violation of this provision is subject to the grievance procedure.

This provision does not apply to court time, call in, hold over, unscheduled overtime, any detail or specialized assignment, it being understood that such hours are not subject to this equalization provision. This provision applies to overtime scheduled in advance for the patrol division.

ARTICLE XXI
COMPENSATORY TIME

21.1 Compensatory time (straight and time-and-a-half) may be accumulated up to eighty (80) hours.

21.2 Compensatory time accrued in excess of eighty (80) hours will be converted to pay once each calendar quarter.

21.3 All or any portion of an individual's compensatory time balance may be converted to pay upon the officer's request with the approval of the Chief of Police. Such approval shall not be unreasonably denied. All requests must include the reason(s) for the requested conversion.

21.4 Officers should monitor their individual compensatory time balance, and when this balance approaches eighty (80) hours, they should either use the time and/or turn in any future overtime for pay to keep this balance below eighty (80) hours.

ARTICLE XXII CALL BACK-COURT TIME

22.1 All personnel are subject to alert, standby and/or call back at any time due to an emergency. Personnel are also required to appear in court as directed.

22.2 An Alert consists of advising departmental personnel of a situation that may occur in the City which may necessitate their assistance. At the present time, personnel will not be restricted to their homes. It is requested that a phone number be available where the personnel may be contacted if they leave their home for any length of time. No compensation.

22.3 Standby consists of advising departmental personnel of an emergency situation that is occurring which may necessitate their assistance. Personnel shall be available at a moment's notice to come into the station or go directly to the scene. If the situation is resolved or improved to the point where their services will no longer be required, they are to be notified that the "Standby" order has been removed. "Standby" definitely restricts the employees' activities while off duty. Compensation will be four (4) hours minimum of compensatory time - not pay, or up to start of regular duty shift, whichever is less.

22.4 Call back consists of advising department personnel of an emergency situation that is occurring which may necessitate their assistance, and that it shall be necessary for them to come into the station or go directly to the scene immediately. Compensation will be four (4) hours minimum pay or compensatory time, at the discretion of the officer, or up to start of regular duty shift, whichever is less.

22.5 Court time There shall be a minimum guarantee of three (3) hours pay at time-and-a-half (1½) rate when an employee is required to attend court, except when on duty or within two (2) hours of a duty shift. Employees subpoenaed by third party in legal proceedings, other than state or federal agency proceedings in cases brought by the Association or any police officer or civil

service hearings, which arose out of the performance of the employee's official police duties shall be paid their normal compensation for the time spent, less any fees and expenses received from any other source. Officers who are required to report to the circuit court may, at their option, report to the department headquarters, change into uniform, proceed from the department headquarters to the court and return to the department headquarters after completing the court assignment. If the officer elects this option, he shall be paid one (1) hour of time-and-one-half (1½) in addition to the time spent in court. If a department vehicle is available, he may use such vehicle from the department headquarters to court and back. If no vehicle is available, the officer shall use his private vehicle but he will not be paid any mileage allowance. If the officer chooses to proceed from his home to the circuit court and back without coming to the department headquarters, he shall not be entitled to any compensation other than pay for the time spent in court as provided in other sections of this Agreement.

22.6 Lag time may be worked by the employee and he shall be compensated at the rate of one-and-one-half (1½) times his regular rate. The officer, when properly served to appear in court, will be given ample time to report to court, must be in uniform, and the time must be no more than two (2) hours after his scheduled work day.

22.7 Call-in Employees called in after the end of their regular shift and prior to their next regular starting time shall be guaranteed a minimum of three (3) hours work or pay at time-and-one-half (1½) their regular hourly rate, or until the start of their normal shift, whichever comes first. Any employee called in four (4) hours or less prior to his or her regular starting time, shall not be relieved prior to the end of his or her normal shift to avoid payment of overtime.

ARTICLE XXIII HOLIDAY PAY

23.1 All employees shall be paid at regular rate for thirteen (13) holidays per year worked based on the following holidays

New Year's Day (12) hours	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Labor Day	Christmas Day (12 hours)
Columbus Day	Employee's Birthday
Martin Luther King Day	Employee's Anniversary (Hire) Date

23.2 Payment for holidays shall be made annually in the first pay period in December, if possible, of each year. Newly hired personnel shall be paid on the basis of date of hire and number of above holidays occurring after said date of hire. Employees who are on disability leave on the date of the holiday shall accrue and be paid holiday pay. Effective 7/1/02, for each hour worked on the following holidays, the employee shall have one-half (½) hour of compensatory time credited to his/her time bank: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day.

ARTICLE XXIV
CANINE OFFICERS

24.1 Canine officers shall be scheduled to report 70 hours per 14 day period. Section 20.1 shall not apply to canine officers. Canine officers shall be paid at the rate of time-and-a-half for all hours in excess of 86 hours in a 14 day period. The parties agree that 16 hours per 14 day period is the time required outside of scheduled work time for care and custody of the dog, i.e. feeding, caring for, grooming, personal training (other than addressed in 11 below), exercising, etc.. Canine officers shall be paid overtime for non-scheduled reporting for work as provided in the contract notwithstanding their scheduled 7 hour day or 86 per 14 day work period. E.g., an officer working a hold-over hour would be paid overtime for this hour. Payments, accruals and charges, such as sick leave, vacation, personal business, shift differential, shall be computed as if the officer were reporting for work for 8 hours; and the eighth hour shall be deemed to occur at the end of the shift.

The Union agrees that it will not initiate or in any manner support any action on the federal or state fair labor standards acts objecting to the legality or validity of this agreement; it being understood that the hours specified herein are those required to fully discharge the duties of the canine officer.

An officer accepting the canine assignment shall be ordered not to spend more than 16 hours in a 14 day work period on the care and custody of the dog in conjunction with the officer's duties as a canine officer. The officer shall be further ordered that, in the event it is necessary to spend more than 16 hours in a 14 day work period on the care and custody of the dog, the officer shall immediately submit a written explanation to the police department.

24.2 Have the use of a marked police vehicle (including gas, maintenance and insurance) to commute to work and for any other job-related activity involving the dog.

24.3 Officers are responsible for following all department regulations regarding working the dog and regarding custody of the dog. An officer liability incurred in the use and custody of the dog shall be treated by the City as other work-related employee liability.

24.4 Extra \$50/year cleaning allowance.

24.5 City to provide initial uniform; officer to use clothing allowance for replacements due to normal wear. Items remain the property of the City.

24.6 City to pay for all department-approved dog expenses equipment, home kennel, food, veterinary care, and any other legitimate expenses.

24.7 Off-duty officers will carry a pager, but will not be otherwise restricted in off-duty activity. All provisions of contract with respect to working non-scheduled hours shall apply, Except that, when responding to a k-9 call-in, time and one half shall be paid for travel from the

response location to the assignment location in the amount of the actual time spent traveling or one hour, whichever is lesser.

24.8 Dog-related training time shall be treated the same as other department training.

24.9 City in its sole discretion may discontinue the canine unit any time.

ARTICLE XXV HOSPITALIZATION INSURANCE

25.1 The City shall provide paid hospitalization insurance coverage and benefits the same as or equal to that as then in effect with the Blue Cross-Blue Shield MVF-2 program, or its successor. The City shall also provide the major medical rider and the drug prescription certificate with a \$2.00 deductible, and, effective on December 10, 1975, the City shall also provide an optical rider.

Effective as soon as practical after ratification of the successor agreement to the 93-96 agreement, the prescription rider shall be Preferred Rx with PD MAC.

Effective 7/1/91, optical insurance will be revised to provide the "usual and customary" standard and the replacement provisions in effect for other City employees.

Effective as soon as practical after ratification of the successor agreement to the 96-99 agreement, the Blue Cross/Blue Shield Traditional master medical co-payment shall be changed from 10% to 20% and the drug prescription deductible will be changed from \$2.00 to \$5.00 for generic drugs and \$10.00 for non-generic drugs. Riders RM, Routine Mammograms, and RPS, Routine Pap Smear shall be added. The Mandatory Second Surgical Opinion will be changed to the Voluntary Second Surgical Opinion Rider known as PCS1 for active employees carrying Blue Cross/Blue Shield Traditional health insurance so long as the carrier offers it.

The parties agree in addition to the hospitalization insurance specified that the Employer also offers additional health care providers referred to as HMO's, PPO'S, etc... The parties agree that any co-pays for the additional health care providers in effect November 15, 2000 will not change unless mutually agreed to between the parties.

25.2 Normal Age and Service Retirement. The Employer will make available the following retiree health insurance benefit at no cost to the retiree for all employees and their spouses

Blue Cross/Blue Shield, or equal to Blue Cross/Blue Shield, for employee and spouse - Comprehensive Hospital Certificate MVF-1, D45NM, ML, \$2.00 Rx, MM#2.

Effective as soon as practical after ratification of the successor agreement to the 93-96 agreement, the prescription rider shall be Preferred Rx with PD MAC.

Effective as soon as practical after ratification of the successor agreement to the 96-99 agreement for employees who retire after this date, the Blue Cross/Blue Shield Traditional master medical co-payment shall be changed from 10% to 20% and the drug prescription deductible will be changed from \$2.00 to \$5.00 for generic drugs and \$10.00 for non-generic drugs. Riders RM, Routine

Mammograms, and RPS, Routine Pap Smear shall be added. The Mandatory Second Surgical Opinion will be changed to the Voluntary Second Surgical Opinion Rider known as PCS1 for retirees carrying Blue Cross/Blue Shield Traditional health insurance so long as the carrier offers it.

Employees who retire after the ratification of the contract by both parties shall be able to participate in the annual open enrollment selection of health care providers for retirees. The selection currently comprises Traditional BC/BC, HAP, M-CARE and Blue Cross PPO. The selection is subject to change at the sole discretion of the City.

For employees who retired or retire after 7/1/93 the health insurance coverage shall include dependents of retired members through age 19 and, if full-time students through age 25. Coverage for these dependents shall be based on the same criteria and conditions as dependents of active employees. Coverage shall begin upon completion of the enrollment procedures and shall apply to claims occurring after enrollment.

In the event of eligibility for Medicare Insurance, the retiree shall make application for said insurance. The Employer shall then provide a hospitalization and medical insurance program to supplement Medicare to equal the hospitalization and medical insurance coverage as provided above.

Employees who retire after 7/1/02 may elect to participate in the City's optical insurance plan by authorizing the City to have the premium for the optical insurance deducted from the retiree's retirement checks. This election may be made within one year after the date of retirement, or at a later date if the retiree can produce a certificate showing that the retiree had optical insurance from another source from one year after the date of retirement until the date of application for optical insurance. Retirees who terminate their participation will lose their eligibility to participate again. Once the election has been made, the insurance coverage will be made available as soon as practical. This option will be available as soon as is practical after the ratification of the agreement by both parties.

Employees who retire after 7/1/02 may elect to participate in the City's dental insurance plan by authorizing the City to have the premium for the dental insurance deducted from the retiree's retirement checks. This election may be made within one year after the date of retirement, or at a later date if the retiree can produce a certificate showing that the retiree had dental insurance from another source from one year after the date of retirement until the date of application for dental insurance. Retirees who terminate their participation will lose their eligibility to participate again. Once the election has been made, the insurance coverage will be made available as soon as practical. This option will be available as soon as is practical after the ratification of the agreement by both parties.

25.3 In the event a retired employee receiving hospitalization benefits identified in 25.4, and who received hospitalization and medical insurance from any subsequent employer, then the retiree shall not be covered by the Employer's hospitalization and medical insurance for the duration of said employment. However, the retiree shall be eligible to return to Employer coverage should such subsequent insurance cease.

25.4 Should the retiree elect the surviving spouse option as part of Act 345 retirement, then the City shall continue to provide health insurance for the surviving spouse.

ARTICLE XXVI
LIFE INSURANCE

26.1 The City shall provide paid term life insurance with accidental death and dismemberment rider in the following amounts based on length of service with the City

<u>0 to 12 months</u>	<u>12 to 30 months</u>	<u>Over 30 months</u>
\$25,000.00	\$37,500.00	\$50,000.00

ARTICLE XXVII
DENTAL INSURANCE

27.1 The City shall provide a dental expense insurance program to employees and dependents (spouse and eligible children), the limits of which as may be imposed by the insurance carrier. The entire cost of dental insurance, including dependent coverage, shall be paid for by the City.

Effective 7/1/91, dependents shall include spouse and eligible children and students between the ages of 19 and 25.

Effective as soon as is practical after November 18, 2002 (anticipated to be not less than 60 days), the dental insurance maximums shall be increased to \$2,000 as set forth in the benefit summary attached to this agreement.

ARTICLE XXVIII
DISABILITY INSURANCE

28.1 The City agrees to provide a disability program for all employees of the unit subject to provisions of City ordinances and Charter requirements. The basic disability insurance program shall be subject to the following

28.2 **Coverage** to be 7 days per week, 24 hours per day.

28.3 **Duration of payments** Payments shall be made for the period an employee is unable to work solely because of disease, accidental bodily injury or pregnancy-related condition not to exceed the maximums defined below during any one period of disability.

28.4 **Separate periods of disability** Two or more separate periods of disability due to the same or related causes, which are separated by less than four months of unrestricted regular duty, will be deemed to be one period of disability. Such periods will be added together to determine waiting periods, if any, and to determine maximum payment and benefit periods.

28.5 **"Reasonable occupation"** means any gainful activity for which the employee is, or may reasonably become, fitted by education, training, or experience, and which pays not less than 50%

of the officer's base straight time pay at the time of disability, but shall not mean such activity if it is in connection with an approved rehabilitation program.

28.6 **Disability payment to be offset** by other types of income or payments including but not limited to Workers' Compensation, Social Security, City-provided wage replacement insurance, unemployment insurance and pension benefits.

28.7 **Other requirements and/or restrictions** as may be imposed by the insurance carrier shall be applicable and are incorporated herein, provided the requirements or restrictions do not conflict with the provisions herein.

28.8 **Non-duty disability payments and benefits shall be provided as follows**

A. **First 30 days** The waiting shall be 30 days from the date of occurrence. For this period of time to the extent the employee has earned sick leave credits, the employee shall receive full pay and the same benefits as if working. If sick leave and reserve sick leave are exhausted the employee shall use vacation time and personal business time. Such payments are chargeable to banks at on a day for day basis.

B. **After 30 days - Payment** The employee shall be provided a maximum disability program payment equal to 60% of base straight time pay, which shall be adjusted in accordance with the base straight time wage rates set forth in the collective bargaining agreement in Appendix A, Annual Wages, Rates and Increment Steps. Employees who are not at the maximum step shall receive step increases.

Employees shall receive these increases only during the time that they are employees of the City of Southfield and eligible to receive disability payments as provided herein. Employees who have retired under any type of retirement or have otherwise terminated employment with the City of Southfield shall not receive increases which have an effective date after the date on which the employee retired or otherwise terminated employment.

Accumulated sick leave may be utilized at a rate of 40% [effective November 18, 2002] per work day to provide the employee a maximum of 100% of base pay. Sick leave shall be charged at the rate used until exhausted. When banks are exhausted, the employee shall receive a maximum of 60% of base pay, subject to conditions herein. The duration of payments shall be:

1. For an employee who is unable to work as a police officer but is able to work at another reasonable occupation the maximum shall be two years.
2. For an employee who is unable to work as a police officer or any other reasonable occupation the maximum shall be five years.

C. **After 30 days - Benefits.** The employee shall be entitled to only the following benefits Paid hospitalization, optical, dental and life insurance for four months commencing from the date of illness and/or accident; then, the employee may participate in the hospitalization program at the employee's own expense.

28.9 **Non-duty disability retirement** shall be as provided in Act 345. The retiree may retain his/her hospitalization insurance through the City at his/her own expense; provided, however, that the carrier of such hospitalization insurance allows same.

28.10 **Duty disability payments and benefits shall be provided as follows**

A. **Payments** The employee shall be provided a maximum amount of wages equal to the base straight time pay less tax withholding in effect at the time of disability. The base straight time pay shall be adjusted in accordance with the base straight time wage rates set forth in the collective bargaining agreement in Appendix A, Annual Wages, Rates and Increment Steps. Employees who are not at the maximum step shall receive step increases.

Employees shall receive these increases only during the time that they are employees of the City of Southfield and eligible to receive disability payments as provided herein. Employees who have retired under any type of retirement or have otherwise terminated employment with the City of Southfield shall not receive increases which have an effective date after the date on which the employee retired or otherwise terminated employment. The duration of payments shall be:

1. For an employee who is unable to work as a police officer but is able to work at another reasonable occupation the maximum shall be two years.
2. For an employee who is unable to work as a police officer or any other reasonable occupation the maximum shall be 25 years of service or age 55, whichever is sooner.

B. **Benefits** The employee shall be entitled only to the following benefits

1. **First 12 months** All benefits to which the employee would normally be entitled if he/she were working will be paid for the first 12 months following the date of disability.
2. **After the first 12 months** following the date of disability the employee will receive the following benefits for the maximum of 25 years of service or age 55, whichever is sooner.
 - a. City paid hospitalization program.
 - b. City paid dental and optical insurance.

c. City paid life insurance program.

d. Vacation shall continue to accrue to the maximum amount as set forth in this agreement. The vacation accrual shall not be paid at the time of duty disability retirement, but shall be paid at the time the disability retirement is recalculated at age 55 pursuant to Act 345, or as otherwise set forth in this agreement.

e. Sick leave shall continue to accrue to maximum amount as set forth in this agreement at a rate calculated by eliminating from the five years immediately preceding the time of disability the years of highest and lowest sick leave banking and averaging the remaining three years. The sick leave accrual shall not be paid at the time of disability retirement, but shall be paid at the time the disability retirement is recalculated at age 55 pursuant to Act 345, or as otherwise set forth in this agreement.

28.11 **Duty disability retirement**

A. **Payments** When a duty disability retirement is granted under the provisions of Act 345 the following payments shall apply:

1. If the officer is disabled from any reasonable occupation, as defined in Section 28.5, the officer shall receive a pension equal to the base salary the officer received as an active member of the department at the time the disability retirement was granted. If and when the base salary of the position from which the officer disability retired increases to the extent that the disability payment is less than 85% of the current base salary for the classification, the pension shall be recalculated to provide the retired member 85% of the current base pay. These payments shall continue for as long as the member continues to be disabled from any reasonable occupation or until age 55, whichever is sooner. If the member is no longer disabled from any reasonable occupation, the disability pension shall be recalculated as provided in Subsection 2 below. At age 55, the disability pension shall be set at the amount the member is receiving.

2. If the officer is unable to work as a police officer but is able to work at another reasonable occupation, as defined in Section 28.5, the officer shall receive a pension equal to 60% of the base salary the officer received as an active member of the department at the time the disability retirement was granted. If and when the base salary of the position from which the officer disability retired increases to the extent that the disability payment is less than 51% of the current base salary for the classification, the pension shall be recalculated to provide the retired member 51% of the current base pay. This pension shall continue until age 55. At age 55, the disability pension shall be set at the amount the member is receiving.

3. For the purpose of determining continuing eligibility for the payments set forth in paragraphs 1 and 2 above, once each year during the first 5 years after the disability retirement and once in every 3-year period thereafter, the City may require an

examination by a physician selected by the City to determine whether or not the member continues to be disabled from working as a police officer and if so whether the member is also disabled from working at another reasonable occupation. Where there is a difference of opinion between the member's physician and the physician chosen by the City as to the member's disability, a third opinion will be obtained at the City's expense from a physician chosen by the employee's physician and the City's physician. The determination of the third physician shall be binding on the parties.

4. The full cost of the disability pension shall be paid from the Act 345 pension levy.

B. **Health insurance** An employee retired under the duty disability provision of Act 345 shall receive the hospitalization in effect for active employees at the time the employee went on the duty disability retirement until the time the disability retirement is recalculated at age 55 pursuant to Act 345. At this time, the retirant shall be provided retiree health insurance on the terms then in effect for normal age and service retirement.

ARTICLE XXIX CLOTHING ALLOWANCE

29.1 An allowance of three hundred and fifty dollars (\$350.00) shall be credited to each employee's account annually (July 1).

29.2 Clothing purchases in accordance with departmental regulations and City purchasing programs shall be charged against the account. Balance of annual clothing allowance remaining in account on June 30 shall be cumulative.

29.3 Initial uniforms required by the department for the performance of their duties will be furnished without cost to new employees. Such new employees first annual clothing allowance (after initial purchase) shall be prorated based upon his or her date of hire.

29.4 Termination Employees leaving the department shall return to the department all uniform clothing (in their possession or control), leather goods and department property.

29.5 Major Assignment Change An employee having a major change in assignment which results in a major uniform change shall receive an additional one hundred dollars (\$100.00) clothing allowance credited to his account; said additional one hundred dollars (\$100.00) clothing allowance will be paid only on the first change and not thereafter. The City shall have the right to delay payment until the employee has satisfactorily completed ninety (90) days in the new assignment.

ARTICLE XXX CLEANING ALLOWANCE

30.1 Cleaning Allowance. Effective 7/1/99, a cleaning allowance of \$400 per year shall be paid annually lump sum in July.

ARTICLE XXXI
EDUCATION PAY PROGRAM

31.1 The Association agrees to the procedures established for the operation and administration of the "Educational Pay Program" and that same is excluded from the collective bargaining process. The only area open for negotiation in the Educational Pay Program shall be the amount of compensation at the various established levels of educational achievement. It is agreed that levels of compensation for Police Administration shall be increased above previous levels, effective July 1, 1972, in the amount of fifty (\$50.00) dollars payable with regular educational payment issued effective January 1, 1973.

ARTICLE XXXII
RETIREMENT

32.1 (a) The parties agree that effective October 1, 1988, the service retirement eligibility shall be changed to 20 years of service regardless of age and to increase pension to 2.8% of final compensation multiplied by each of the first 25 years of service (70% of AFC maximum). The parties also agree that the City's portion of the cost of retiree health insurance shall be paid from the Act 345 pension levy.

It is specifically understood and agreed that the City's agreement to provide the improved pension benefits set forth herein is in exchange for the Police Reserve Program and the agreement to fund their cost of retiree health insurance through the Act 345 pension levy. And as part of this agreement, the association agrees to support and cooperate with the City in the implementation and administration of the Police Reserve Program.

32.1 (b) As currently in effect under 1937 PA 345, as amended (MCLA 38.551 et seq.). For a member of the bargaining unit who retires on or after October 1, 1988, retirement eligibility shall be with 20 years of service regardless of age. Employee contribution 3.75% earnings base for retirement purposes.

32.2 A member of the bargaining unit who retires on or after October 1, 1988, shall receive a regular retirement pension payable throughout his life of 2.8 percent of his average final compensation multiplied by the first twenty-five (25) years of service credited to him (70% of AFC maximum).

32.3 All members who retire on or after July 1 1978, "Average Final Compensation" shall not include accumulated unused sick leave payment and accumulated unused vacation leave payment paid as a result of retirement.

For any employee who retires after 7/1/87, the parties agree to include overtime pay in the current definition of average final compensation for purposes of computing an employee's retirement.

Effective 9/14/94, for all retirements occurring after this date, in computing final average compensation for pension, retroactive payments shall always be distributed over the time the payments were earned.

32.4 All members who retire on or after July 1, 1978, "Average Final Compensation" shall mean the average of the three (3) years of highest annual compensation received by a member during his ten (10) years of service immediately preceding his retirement or leaving service.

32.5 Effective July 1, 1985, employees in the bargaining unit shall have available to them, in addition to the retirement options already in place, an annuity withdrawal option as follows

- A. Definition The annuity withdrawal is the option that allows members to withdraw their accumulated contributions (with interest credited under the pension plan) at retirement, or transfer it into their individual DROP account upon DROP commencement, and thereby forfeit the portion of their retirement allowance which was financed by their contributions.
- B. A member wishing to elect this option must make written application to the Act 345 Pension Board no later than one hundred twenty (120) days prior to the effective date of retirement or DROP commencement.
- C. The Pension Board shall refund the member's contributions as set forth in A. above within thirty (30) days of the date of the member's retirement or transfer the member's contributions into the member's individual DROP account within thirty (30) days of DROP commencement. The one hundred twenty (120) day notice may be waived at the sole discretion of the Pension Board; however, under no circumstances can it be increased.
- D. The retirement benefit reduction shall be actuarially equivalent to the amount of accumulated member contributions withdrawn (including attributed interest). For purposes of the above sentence, actuarial equivalent calculations shall be computed using the average 30-Year Treasury bond rate for the third calendar month preceding the member's effective retirement date. This option is only available for normal service retirement. A member who elects the annuity withdrawal option shall have his annual pension reduced accordingly as determined by the Pension Board Actuaries.

Effective upon ratification by both parties the Premium Member Annuity Withdrawal Option as set forth in Appendix B shall be available.

Effective 7/1/02, there shall not be a reduction in the retirement allowance when a member withdraws accumulated contribution pursuant to (a), (b) and (c) above. For those members already in a DROP, a recalculation shall be made effective 7/1/02. The recalculation shall be based only on the eliminated reduction and not on the other elements of FAC.

32.6 Should an employee be granted a duty, non-duty or regular disability pension, this pension shall include the automatic 60% spouse benefit regardless of the age of the retirant unless option I or II is validly elected.

32.7 Effective upon ratification by both parties adopt a Deferred Option Retirement Plan. Unless mutually agreed, article 32.7 shall not be subject to negotiation and/or Act 312 arbitration for a period of 5 years, ending July 1, 2004.

A. Overview After attaining the minimum requirements for a normal service retirement/pension, any employee who is a member of the Southfield Police Officers Association (“SPOA”) may at any time voluntarily elect to participate in the Southfield Fire & Police Retirement System Deferred Retirement Option Plan (hereinafter “DROP”). Upon commencement of DROP participation, the Participant’s DROP Benefit shall be the dollar amount of the member’s monthly pension benefit computed by using the contractual guidelines and formula(s) that are in effect on the DROP Date. During participation in the DROP, the Participant continues with full employment status and receives all future promotion and benefit/wage increases. The Participant’s DROP Benefit shall be credited monthly to the Participant’s DROP Account which shall be established within the Defined Benefit Plan of the City of Southfield Fire and Police Retirement System (the “Fire and Police Retirement System” or “Plan”). The Participant’s DROP Account shall be maintained and managed by the Board of Trustees of the Fire and Police Retirement System (the “Retirement Board”). Upon termination of employment, the retiree shall begin to receive payment(s) from his/her individual DROP Account as described herein. The DROP payment(s) are in addition to all other contractual pension benefits. The Participant is solely responsible for analyzing the tax consequences of participation in the DROP.

B. Eligibility Any member of the Southfield Police Officers Association (“SPOA”) may voluntarily elect to participate in the DROP at any time after attaining the minimum requirements for a normal service retirement/pension.

C. Participation Period The maximum period for participation in the DROP is five (5) years (the “Participation Period”). There is no minimum time period for participation. An employee must cease employment with the Southfield Police Department within five (5) years from the date of their entering the DROP.

Upon termination of employment, the retiree shall receive the monthly retirement benefit previously credited to their DROP Account unless an Optional form of benefit is elected pursuant to subsection E. Failure to terminate employment at the expiration of the DROP Participation Period shall result in forfeiture of the Participant’s monthly pension benefit otherwise payable to

their DROP Account until termination of employment. Interest on the DROP Account however, will continue to accrue during such a forfeiture period.

D. Election to Participate Once commenced, participation in the DROP program is IRREVOCABLE (except as specifically provided in subsection L herein). A member who wishes to participate in the DROP shall complete and sign such application form or forms as shall be required by the Retirement Board. The Retirement Board shall review the application within a reasonable time period and make a determination as to the member's eligibility for participation in the DROP. On the member's effective DROP Date, he or she shall become a DROP Participant and shall cease to be an active member of the Fire and Police Retirement System. The amount of credited service, multiplier and average final compensation shall be fixed as of the participant's DROP Date. Increases in compensation and accrual of additional service during DROP Participation will NOT be factored into the pension benefits of active or former DROP Participants (except as specifically provided in subsection L).

Upon execution by the SPOA and the City of the collective bargaining agreement which establishes this DROP, members qualifying for DROP participation shall have sixty (60) days to file a DROP election with the Retirement Board with an effective DROP Date commencing July 1, 1999 or later at the Participant's election. Upon expiration said sixty (60) day period, members electing DROP Participation shall have an effective DROP Date no earlier than the member's date of application.

E. Drop Benefit The participant's DROP Benefit shall be the regular monthly retirement benefit to which the member would have been entitled if the member had actually retired on the DROP Date (less the annuity withdrawal reduction as set forth in subsection F, if applicable). The participant's DROP Benefit shall be credited monthly to the participant's individual DROP Account. A member who elects to participate in the DROP may prior to or at the time of their termination of employment elect to receive his or her benefit in the form of the Plan's Option I or Option II benefit and nominate a named beneficiary. A member desiring to change their form of benefit at termination of employment must make such election prior to termination and will receive the actuarially computed revised benefit commencing on the member's effective date of termination. The term "spouse" for purposes of benefit qualification, shall mean the person to whom the retirant was legally married on both the effective date of termination of employment and the date of death.

F. Annuity Withdrawal A member who elects to participate in the DROP may elect the Annuity Withdrawal Option provided by the Plan at the time of electing DROP participation. Such election shall be made commensurate with the Participant's DROP election, but not thereafter, and will be utilized to compute the actuarial reduction of the member's DROP Benefit, as well as the member's monthly retirement benefit from the Fire and Police Retirement System after termination of employment. The annuity withdrawal amount (accumulated contributions) shall remain in the City of Southfield Fire and Police Defined Contribution Plan and shall not be subject to withdrawal from the Plan until termination of employment. A DROP Participant who has elected the Annuity Withdrawal Option shall, as of his/her DROP Date, have interest credited to the member's accumulated balance in the City of Southfield Fire and Police Defined Contribution Plan at the fixed rate of 4% per annum. This provision shall apply to the crediting of

interest only for non-premium members during DROP participation. All benefit provisions and options under the Premium Member Annuity Withdrawal Option in the Defined Contribution Plan which are available to Premium Members shall only be available to the DROP Participant at such time as he or she terminates employment with the City.

G. Drop Accounts For each DROP Participant, an individual DROP Account shall be created in which shall be accumulated at DROP Interest the participant's DROP Benefits. All individual DROP Accounts shall be maintained for the benefit of each DROP Participant and will be managed by the Retirement Board in the same manner as the primary pension fund. DROP Interest for each DROP Participant prior to termination of employment shall be at a fixed rate of 4% per annum. Upon termination of employment, DROP Interest shall be credited at the same rate and in the same manner as interest is credited to Premium Members under the Premium Member Annuity Withdrawal Option in the Defined Contribution Plan. DROP Interest will be credited daily and accrued quarterly on the Participant's DROP Account Balance at the beginning of each quarter. The actual posting of income for the quarter will commence as soon as practical, following the declaration of the quarterly fund results by the Retirement Board. The daily crediting of interest shall be done on a pro-rata basis where one day's interest is the product of (i) the income credited for the quarter; multiplied by (ii) the ratio of one divided by the total number of days in the quarter. The Board of Trustees shall provide each participant with an annual statement of their account activity. The Board of Trustees, its officers or employees, shall not be responsible for DROP Account performance.

H. Contributions The employee's contributions to the Fire and Police Retirement System shall cease as of the Participant's DROP Date for each employee entering the DROP.

The payroll of DROP Participants will be included in the covered compensation upon which regular City contributions to the Retirement System are based. Employer contributions shall be credited to the Retirement System and not to any individual's DROP Account.

I. Distribution of Drop Funds Upon termination of employment, the former DROP Participant must choose one, or a non-inconsistent combination of, the following distribution methods to receive payment(s) from his or her individual DROP Account:

- 1) A total lump sum distribution to the recipient.
- 2) A partial lump sum distribution to the recipient.
- 3) A lump sum direct rollover to another qualified plan to the extent allowed by federal law and in accordance with the Retirement Board's rollover procedures.
- 4) An annuity payable for the life of the recipient.
- 5) An optional form of annuity as established by Public Act 345 of 1937.
- 6) No distribution, in which case the accumulated balance shall remain in the Plan to the extent allowed by federal law.

A former Participant may change their distribution method as may be applicable no more than once per annum. All benefit payments under the Plan shall be made (or commence in the case of an annuity) as soon as practical after entitlement thereto, but in no event later than the April 1 following the later of:

- 1) The calendar year in which the Premium Member attains age 70 ½, or
- 2) The calendar year in which the Participant's employment terminated.

If the Accumulated Balance in any former Participant's account becomes less than \$5,000 (or such other amount as provided in Internal Revenue Code Section 411(a)(11)(A)), then the Retirement Board, in its sole discretion, shall have the option of distributing the former Participant's entire account, in the form of a lump sum, to the Former Participant.

Any and all distributions from Participant's DROP Account shall not be subject to offset by any workers compensation wage loss payments received by the Participant, including any redemption amounts.

J. Death During Drop Participation Except as otherwise provided in subsection L, if an employee participating in the DROP dies either: (i) before full retirement (i.e., before termination of service); or (ii) during full retirement (i.e., after termination of service) but before the DROP account balance has been fully paid out, the Participant's designated beneficiary(ies) shall receive the remaining balance in the Participant's DROP Account in the manner in which they elect from the previously mentioned distribution methods. In the event the Participant has failed to name a beneficiary, the account balance shall be payable to the Participant's beneficiary of benefits from the Fire and Police Retirement System. If there is no such beneficiary, the account balance shall be paid in a lump sum to the Participant's estate. Benefits payable from the Fire and Police Retirement System shall be determined as though the DROP Participant had separated from service on the day prior to the Participant's date of death.

K. Disability During DROP Participation Except as otherwise provided in subsection L, in the event a DROP Participant becomes totally and permanently disabled from further performance

of duty as a police officer in accordance with the provisions of the Fire and Police Retirement System, the Participant's participation in the DROP shall cease and the member shall receive such benefits as if the member had retired and terminated employment during the participation period. Application and determination of disability shall be conducted in accordance with the Fire and Police Retirement System provisions; however, the Participant shall not be eligible for disability benefits from the Fire and Police Retirement System, except as specifically provided in subsection L.

L. Special Provision for Disability and Death A DROP Participant who is found by the Retirement Board, in accordance with Retirement System provisions, to be totally and permanently incapacitated for duty may retroactively revoke the Participant's DROP election if the revocation occurs before the payment of a distribution to the member from the Participant's DROP account or payment of retirement benefits from the Retirement System. If a DROP Participant dies while in the employ of the City, the DROP Participant's eligible survivors (i.e., survivors qualified under Section 6(2) of Public Act 345 of 1937, as amended, and the Participant's applicable collective bargaining agreement) and the Participant's eligible DROP beneficiary(ies) may, by unanimous agreement, retroactively revoke the Participant's DROP election if the revocation occurs before payment of a distribution from the Participant's DROP account or payment of benefits from the Fire and Police Retirement System. If a DROP election revocation is made as prescribed by this Paragraph, the Participant's DROP Account is not distributed, and the Participant or the Participant's beneficiary(ies), as applicable, is entitled to all benefits provided by the Fire and Police Retirement System as if a DROP election had not been made. In the event of revocation of DROP participation as provided herein, there shall be no requirement for retroactive payment of employee contributions which would otherwise have been paid by the member to the Retirement System and the member shall receive service credit for all service rendered during DROP participation or as otherwise provided in the applicable collective bargaining agreement.

M. I.R.C. Compliance The DROP is intended to operate in accordance with Section 415 and other applicable laws and regulations contained within the Internal Revenue Code of the United States. Any provision of the DROP, or portion thereof, that is found by the Retirement Board to be in conflict with an applicable provision of the Internal Revenue Code of the United States is hereby declared null and void.

The Southfield Fire and Police Retirement System consists of both defined benefit and defined contribution plans. The DROP Account herein discussed shall be established as part of the Defined Benefit Plan of the Retirement System or such other plans as the Retirement Board and the SPOA shall agree upon (i.e., I.R.C. section 415(m) benefit plan) after consultation with appropriate legal counsel.

32.8 If death results to a member in the line of duty, and the member leaves a surviving spouse and/or children, the spouse and/or children shall receive the greater of the two pension benefits listed below:

- a. An Automatic Option I benefit, computed in the same manner as if the member had retired effective the day preceding the date of the members death, elected Option I provided in Act 345, 38.556, Section 6 (1) (h), and nominated the spouse as survivor

beneficiary. If the deceased member had less than 25 years of service credit at the time of death, the Automatic Option I benefits shall be computed as if the member had 25 years of service effective the day preceding the member's date of death.

If there is no surviving spouse at the time of a member's duty death, these benefits shall be paid into a trust fund for any surviving child(ren) and continue to be paid until each surviving child(ren) attains 18 years of age. Creation of the trust, and the cost of its administration, shall be the responsibility of representative(s) of the minor surviving child(ren). If there are both a surviving spouse and surviving child(ren) at the time of a members service-connected death, these benefits shall be paid for the life of the surviving spouse to the surviving spouse and, if at the death of the surviving spouse any surviving child(ren) are under 18 years of age, such benefits shall continue to be paid to such surviving child(ren) until they reach age 18.

OR

- b. Service-connected death benefits payable to surviving spouse and/or minor child(ren), as defined in Act 345, 38.556, Section 6 (2) (a) and (b).

Any benefits payable shall be offset by any *WORKER COMPENSATION* wage loss payments received, including any redemption amounts for wage loss.

Disputes as to whether the death of the member was "in the line of duty" for purposes of receiving these benefits shall be resolved by the City of Southfield Fire and Police Pension system board in accordance with Act 345.

The existence of a QDRO or EDRO shall not operate to increase the financial obligations of the City and Pension System in any case arising under payment of Duty Death benefits. Any payments directed under a QDRO or EDRO shall be offset against payments made to a surviving spouse. If the former spouse receiving QDRO or EDRO dies before the surviving spouse, the payments made to the surviving spouse shall thereupon be increased to include the amounts previously directed by QDRO or EDRO.

32.9 Effective April 30, 2002, the SPOA shall be a participant in the Retiree Health Care Benefits Plan and Trust (hereinafter designated as Plan), which is set forth in the Code of the City of Southfield, Title I, Chapter 14.

As provided in Section 1:603 of the Plan:

"The benefit provisions of this Plan are subject to relevant provisions of applicable Collective Bargaining Agreements between the City and the various Collective Bargaining Associations of the City. The provisions of a Collective Bargaining Agreement relative to retiree health benefits are controlling in the event of a conflict between the terms of the Collective Bargaining Agreement and the Plan."

The City agrees to notify the Union in writing whenever a change in the Plan is being proposed.

ARTICLE XXXIII
PROMOTIONS

33.1 Promotions up to and including the rank of police sergeant shall be made in accordance with the provisions of Act 78, Public Acts of 1935, as amended, except as modified or otherwise provided in this Agreement.

33.2 Examination for Police Sergeant. Notwithstanding anything elsewhere provided, it is agreed that any employee holding the rank of police officer who has completed at least five (5) years of service with the police department shall be eligible to write the competitive examination for police sergeant.

33.3 The City will develop and implement a validated testing procedure with the input and concurrence of the Union. Any dispute with respect to developing and implementing the plan shall be subject to an impartial arbitrator, expert in test validations, mutually selected or selected by two (2) experts, one (1) selected by each party. All interim promotions shall be made on the basis of written and oral examinations, seniority and performance. The following weights shall be assigned to an employee's scores on the written and oral examination, unless modified by mutual agreement of the parties

All Promotional Positions,
Up to and Including Sergeant

Written Exam	65%
Oral Exam	25%
Seniority	5%
Performance	5%

ARTICLE XXXIV
TRADING OF DAYS

34.1 Employees in the same rank, working similar assignments in the patrol division and employees working shift work in other divisions shall be permitted to exchange scheduled working days and shifts. Provided, however, that this shall be without any additional cost to the City and so long as no employee works more than twelve (12) hours in one (1) day, and upon approval of their immediate supervisor. Requests to trade shall be granted by the supervisor unless one of the employees is required to be present on the date proposed to be traded.

ARTICLE XXXV
POLICE RESERVE PROGRAM

35.1 The assignment and duties of members of the Police Reserve Program shall be as set forth in the parties' Supplemental Agreement with respect to the Police Reserve Program. The assignments and duties are subject to change by written mutual agreement of the parties.

35.2 The City reserves the right to discontinue the Police Reserve Program at any time. Members of the Police Reserve Program shall be considered "at will" members of the Department whose continued membership shall be at the discretion of the City. Notwithstanding the provisions of Act 78 or any other Civil Service provisions, or of any other consideration the selection, hiring, promotion, training, designation of minimum eligibility requirements and continued membership and/or termination of any member of the Police Reserve Program shall be at the sole discretion of the City.

35.3 The parties agree that so long as the City maintains the Police Reserve Program, the City agrees to appropriate for no less than 119 positions in the bargaining unit. In the event that the City discontinues the Police Reserve Program, the City agrees to notify the Unions of the discontinuance of the program and to maintain the above levels for thirty (30) days after the date of notification.

35.4 No full-time Police Officer will be laid off during the period of time the Police Reserve Program remains in operation.

35.5 Members of the bargaining unit shall be responsible for assisting in the training and on-duty direction of the members of the Police Reserve Program as assigned by the Department.

35.6 Members of the Police Reserve Program or Cadet Program shall be eligible for promotion to vacancies in the entry-level full-time Police Officer positions. Members in good standing of the Police Reserve program who have completed all initial training requirements as determined by the City for Police Reserve II or Cadet complement may apply for consideration for appointment to a vacancy in an entry-level position.

1. Notwithstanding the provisions of Act 78, the City Administrator may promote a member of the Police Reserve Program or a Cadet to a vacancy in an entry level full-time Police Officer position.
2. The decision to promote shall be at the sole discretion of the City Administrator.
3. In the event no member of the Police Reserve Program (Police Reserve or Cadet) is selected for promotion or officer hired pursuant to Section 7 below, the provisions of Act 78 shall apply.
4. No new entry level Act 78 list shall be created so long as there are sufficient, qualified and available persons to hire in the judgment of the City Administrator.

35.7 The provisions of Act 78, Public Acts of 1935, as amended, and the regulations adopted thereunder, shall not apply to hiring persons who are or have been police officers who have previously passed a probation period or graduates of any state certified police academy in Michigan who are MCOLES certified, it being understood that the City may hire such persons and may pay them at the step of the wage scale the City deems appropriate. The seniority and pension benefits of persons hired pursuant to this section shall be the same as set forth in the contract. Any persons hired under this section are required to fulfill the probationary requirements of the contract.

35.8 Employees of the City of Southfield who have passed probation as a Public Safety Supervisor, Public Safety Dispatcher or Public Safety Technician may apply for consideration for appointment to vacancies in entry-level full-time Police Officer positions.

Effective upon the ratification by both parties, when hiring from any of the following three groups: a) other police departments, b) MCOLES certified officers, and c) public safety technicians, dispatchers and supervisors, the City may hire anyone who is among the top three on a ranked eligibility list based on the combined written and oral tests and who meets the other conditions for hire for the respective group. When hiring cadets, the City may hire anyone who is among the top three on a ranked eligibility list based on the combined written and oral tests and who meets the other conditions for hire.

ARTICLE XXXVI
TERM OF AGREEMENT

36.1 This labor Agreement shall be effective as of the 1st day of July, 2002, and shall remain in force until June 30, 2006, and it thereafter may be extended upon mutual agreement of the parties for successive periods of sixty (60) days until a new contract is executed.

36.2 Notice of Demands. On or before April 1 prior to termination date of this contract, the Association shall submit to the City a list of its demands for the next ensuing contract period, with the names of the current officers of the Association.

36.3 IN WITNESS WHEREOF, the parties, by their authorized representatives, have caused this Agreement to be signed this _____ day of _____, 2003.

SOUTHFIELD POLICE OFFICERS
ASSOCIATION

CITY OF SOUTHFIELD

By _____
Mark Zacks, President

By _____
Brenda L. Lawrence, Mayor

By _____
Vincent Maviglia, Vice President

By _____
Nancy L. M. Banks, City Clerk

By _____

Ken Grabowski, POAM

APPENDIX "A"

ANNUAL WAGES, RATES AND INCREMENT STEPS

Effective July 1, 2002 (3%)

<u>POSITION</u>	<u>START</u>	<u>6 MO.</u>	<u>12 MO.</u>	<u>18 MO.</u>	<u>24 MO.</u>	<u>30 MO.</u>
Police Officer	37,550	39,098	42,614	45,410	52,764	54,280
Specialist	55,907	57,808	59,705			
Specialist**	57,537					
Investigations/ Staff Services*	57,537					

Effective July 1, 2003 (3%)

Police Officer	38,677	40,271	43,892	46,772	54,347	55,908
Specialist	57,584	59,542	61,496			
Investigations/ Staff Services*	59,263					

Effective July 1, 2004 (3%)

Police Officer	39,837	41,479	45,209	48,175	55,977	57,585
Specialist	59,312	61,328	63,341			
Investigations/ Staff Services*	61,041					

Effective July 1, 2005 (3%)

Police Officer	41,032	42,723	46,565	49,620	57,656	59,313
Specialist	61,091	63,168	65,241			
Investigations/ Staff Services*	62,872					

*See 18.5 The rates shown are 6% above the 30-month rate. An officer not at the 30-month rate would receive 6% above the rate corresponding to the officer's service time.

**See 18.2 The rate is for specialists appointed from the list which succeeds the list which will expire October 12, 2000.

APENDIX B

PREMIUM MEMBER ANNUITY WITHDRAWAL OPTION

Article I. Purpose

Effective October 25, 1999, the City of Southfield Amends the City of Southfield Fire and Police Retirement System Defined Contribution Plan to provide retirement income for eligible uniformed employees of the Southfield Police Department who are members of the SPOA.

This document shall serve as part of the Retirement Board's Official Rules and Regulations to effectuate the intent, terms and provisions of the aforesaid Plan.

The Retirement Board created by Public Act 345 of 1937 is Fiduciary and Trustee of the Plan, and is responsible for promulgating procedures for the implementation and administration of the Plan.

Article II. Definitions and Construction

Where the following words and phrases appear in this Plan, they shall have the respective meanings set forth in this Article, unless the context clearly indicates to the contrary.

2.01 Accumulated Balance means the total of Member's Employee Contribution Account as referenced in Section 4.01.

2.02 Anniversary Date means June 30.

2.03 Beneficiary means a person or persons designated by a Member to receive distribution of the Accumulated Balance in the event of the death of the Member.

2.04 Compensation has the same meaning as used in Public Act 345 of 1937 or as defined in the collective bargaining agreement between the City and the Southfield Police Officers Association. Compensation in excess of the limitations set forth in Internal Revenue Code Section 401(a)(17) shall be disregarded.

- 2.05 Effective Date** means October 25, 1999.
- 2.06 Employee** means any uniformed personnel of the City of Southfield Police Department whose exclusive bargaining agent is the Southfield Police Officers Association.
- 2.07 Employee Contribution Account** means the account established for a Participant with respect to his interest in the Plan resulting from the participant's mandatory contributions made pursuant to Act 345, as modified by collective bargaining.
- 2.08 Employer** means the City of Southfield.
- 2.09 Fiduciary** means the City of Southfield Fire and Police Retirement System Retirement Board.
- 2.10 Former Participant** means an individual who is no longer eligible to be a Participant.
- 2.11 Former Member** means an individual whose account has been completely distributed. A Former Member has no further rights to any benefits from the Plan.
- 2.12 Member** means any participant or former participant whose account has not been completely distributed.
- 2.13 Premium Member** means any Former Participant who was covered under the Southfield Police Officers Association collective bargaining agreement and has attained Normal Retirement Age or is eligible to begin commencement of benefits from the Defined Benefit Plan.
- 2.16 Non-Premium Member** means any Member who is not a Premium Member.
- 2.17 Normal Retirement Age** means the age at which a participant would have attained 20 years of service or age 65, whichever is earlier.
- 2.18 Participant** means any Employee.
- 2.19 Plan** means the City of Southfield Fire and Police Defined Contribution Plan.
- 2.20 Plan Year** means the Plan's accounting year of twelve months commencing on July 1 of each year and ending on the following June 30.
- 2.21 Trust** means the City of Southfield Fire and Police Retirement System maintained in accordance with the terms of Public Act 345 of 1937 and Public Act 314 of 1965 as amended by collective bargaining.
- 2.22 Trustee** means the City of Southfield Fire and Police Retirement System Retirement Board.

The masculine gender, where appearing in the Plan, shall be deemed to include the feminine gender, unless the context clearly indicates to the contrary. The words "hereof", "herein", "hereunder" and other similar compounds of the word "here" shall mean and refer to the entire Plan and not to any particular provision or section. Article and section headings are included for convenience of reference and are not intended to add or subtract from the terms of the Plan.

Article III. Participation

3.01 Participation. All employees are eligible for participation.

3.02 Termination of Participation. A Participant who becomes ineligible to participate due to retirement, death or other termination of employment shall cease to be a Participant and shall be considered a Former Participant beginning on the day immediately following the event that caused the ineligibility.

3.03 Termination of Membership. A Participant or Former Participant will cease to be a Member when all of the funds in the Member's Employee Contribution Account have been distributed.

Article IV. Contributions and Maintenance of Account Balances.

4.01 Each Participant shall contribute 3.75% of the Participant's Compensation to the Employee Contribution Account in accordance with Public Act 345 of 1937, as modified by collective bargaining.

4.02 Vesting. All account balances are 100% vested at all times.

4.03 Directed Investments. The Retirement Board shall have full authority to direct the investment in all accounts in accordance with Act 314 of 1965.

4.04 Income. Each account shall be credited with interest at the rate of 2% for all Non-Premium Members. Each account shall be credited with income at the rate earned by the Trust for all Premium Members. Income, less expenses as defined in section 4.05, will be credited daily and accrued quarterly based on the Accumulated Balance at the beginning of the quarter. The actual posting of income for a quarter will commence as soon as practical, following the declaration of the quarterly fund results by the Retirement Board. The daily crediting of interest shall be done on a pro-rata basis where one days' income is the income credited for the quarter times the ratio of 1 divided by the number of days in the quarter.

4.05 Administrative Expenses. Administrative expenses will be charged at an initial rate of 0.30% per annum. The administrative expense rate is intended to cover all the administrative expenses of the Plan and will be subject to review by the Retirement Board at least bi-annually. The crediting of the rate of return, less administrative expenses, is intended to be cost neutral.

4.06 Maximum Additions and Benefit Limitations. Notwithstanding anything contained herein to the contrary, the total annual additions for a Participant in any Plan Year shall not exceed the limitations of Internal Revenue Code Section 415. Notwithstanding anything contained herein to the contrary, the benefits paid under the Plan shall not exceed the limitations of Internal Revenue Code Section 415. The provisions of Internal Revenue Code Section 415 are hereby incorporated by reference.

Article V. Benefits

5.01 Retirement. If a Participant's employment with the Employer is terminated at or after he attains his Normal Retirement Age, he shall immediately become a Premium Member and entitled to receive the entire amount in his account. Payments under this Section 5.01 shall be made in accordance with Section 5.05.

5.02 Death. In the event that the death of a Member, the Member's Beneficiary shall become entitled to receive the entire amount in his account. Payment of benefits due under this Section 5.02 shall be in the form of a lump sum and shall be distributed in accordance with Section 5.08.

5.03 Other Termination with 10 or more years of service. If a Participant's employment with the Employer is terminated after attaining 10 years of service, but before his Normal Retirement Age for any reason other than death, the Participant shall immediately become a Former Participant. When the Former Participant attains his Normal Retirement Age he shall be entitled to receive his entire Accumulated Balance. Payments under this Section 5.03 shall be made in accordance with the following:

- ◆ An annuity payable for the life of the recipient.
- ◆ An optional form of annuity as established by Public Act 345 of 1937.

5.04 Other Termination with less than 10 years of service. If a Participant's employment with the Employer is terminated before attaining 10 years of service age for any reason other than death, the Participant shall immediately become a Former Participant and entitled to receive the entire amount in his account. Payments under this Section 5.04 shall be made in the form of a lump sum.

5.05 Election of Payment of Benefits. A Premium Member may elect (no more than once per annum) one or a non-inconsistent combination of several of the following methods of distribution of the Accumulated Balance:

- ◆ A total lump sum distribution to the recipient.
- ◆ A partial lump sum distribution to the recipient.
- ◆ A lump sum direct rollover to another qualified plan to the extent allowed by federal law and in accordance with the Retirement Board's rollover procedures.
- ◆ An annuity payable for the life of the recipient.

- ◆ An optional form of annuity as established by Public Act 345 of 1937.
- ◆ No distribution, in which case the Accumulated Balance shall remain in the Plan to the extent allowed by federal law.

All benefit payments under the Plan shall be made (or commence in the case of an annuity) as soon as practical after entitlement thereto, but in no event later than the April 1 following the later of:

The calendar year in which the Premium Member attains age 70-1/2, or
The calendar year in which the Participant's employment terminated.

If the Accumulated Balance in any former Participant's account becomes less than \$5,000 (or such other amount as provided in Internal Revenue Code Section 411(a)(11)(A), then the Retirement Board, in its sole discretion, shall have the option of distributing the Former Participant's entire account, in the form of a lump sum, to the Former Participant.

5.06 Recalculation of Benefit Payments. Notwithstanding Section 5.05, a Premium Member may, at any time, elect to receive his entire Accumulated Balance in the form of a lump sum and immediately become a Former Member. Premium Members who have elected the annuity form of payment will have an annual option to recalculate their benefit payments based on their actual amount balances. Recalculation will be effective on the next July 1. Premium Members who wish to have their benefits recalculated must apply for recalculation in accordance with the rules adopted by the Retirement Board.

5.07 Hardship Recalculation of Benefit Payment A Premium Member may, at any time, apply for a hardship recalculation of benefits. Hardship recalculations will be subject to approval by the Retirement Board. In no event, however, will more than one hardship recalculation be granted per member, per year.

5.08 Designation of Beneficiary.. Each Member may, from time to time, designate by written notice any person or persons (who may be designated primarily, contingently or successively) as his Beneficiary to whom his Plan benefits will be paid if he dies before receipt of all such benefits. The Retirement Board shall adopt provisions and procedures for the designation of Beneficiaries. If a valid designation of Beneficiary is not on file with the Retirement Board, the Retirement Board shall distribute in a lump sum the Accumulated Balance to the legal representative of the estate of the deceased Member.

5.09 Coordination of Benefits. A Premium Member's regular retirement pension under Public Act 345 of 1937 shall be actuarially adjusted to reflect the election of the payment of benefits under Section 5.05. The calculation of the actuarial adjustment shall be based on the value of the Employee Contribution Account as of the date the Member becomes a Premium Member and the methods and assumptions specified in the applicable collective bargaining agreement or by the Retirement Board (but not inconsistent with the collective bargaining agreement).

Article VI. Trust Fund

6.01 The Retirement Board, as established by Public Act 345 of 1937 shall be the Fiduciary and Trustee of the Plan, and shall be responsible for:

- ◆ The investment, management and control of Plan assets, subject to Public Act 314 of 1965.
- ◆ Payment of benefits required under the Plan.
- ◆ Maintenance of records of receipts and disbursements, Including the preparation of a written summary annual report and list of expenses paid by soft dollars as required by Public Act 314 of 1965.

6.02 The Retirement Board may contract with private investment managers to invest the assets of the Plan.

6.03 All contributions under this Plan shall be deposited in the Trust. All assets of the Trust, including investment income, shall be retained for the exclusive benefit of Participants, Former Participants and Beneficiaries, and shall be used to pay benefits to such persons.

Article VII. Plan Administration

7.01 The Retirement Board shall administer the Plan, and shall have such duties and powers as may be necessary to discharge its duties as administrator, including, but not by way of limitation, the following:

- (a) To construe and interpret the Plan, decide all questions of Eligibility and determine the amount, manner and time of payment of any benefits hereunder.
- (b) To prescribe procedures to be followed by Participants, Former Participants and Beneficiaries filing applications for benefits.
- (c) To prepare and distribute, in such manner as it determines to be appropriate, information explaining the Plan.
- (d) To receive from the Employer and Participants such information as shall be necessary for the proper administration of the plan.
- (e) To prepare a written summary annual report and list of expenses paid by soft dollar as required by Public Act 314 of 1965.
- (f) To appoint or employ individuals to assist in the administration of the Plan and any other agents it deems advisable, including legal and actuarial counsel.

7.02 The Retirement Board shall have no power to add to, subtract from or modify any of the terms of the Plan, or to change or add to any benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility for a benefit under the Plan, unless explicitly provided herein.

7.03 Any Participant, Former Participant or Beneficiary who has been denied a benefit by a decision of the Retirement Board shall be entitled to request the Retirement Board to give further consideration to his claim by filing with the Retirement Board a request for a hearing. Such a request, together with a written statement of the reasons why the claimant believes his claim should be allowed, shall be filed with the Retirement Board within 60 days of the Retirement Board's decision denying the benefit. The Retirement Board shall then conduct a hearing within 60 days at which the claimant may be represented by an attorney or any other representative of his choosing and at which the claimant shall have an opportunity to submit written and oral evidence and arguments in support of his claim. At the hearing (or prior thereto upon five business days written notice to the Retirement Board) the claimant or his representative shall have an opportunity to review all documents in the possession of the Retirement Board which are pertinent to the claim at issue and its disallowance. A final decision as to the allowance of the claim shall be made by the Retirement Board within 90 days of the hearing (unless there has been an extension due to special circumstances, provided the delay and the special circumstances occasioning it are communicated to the claimant in writing). Such communication shall include specific reasons for the decision and specific references to the pertinent Plan provisions on which the decision is based.

Article VIII. Miscellaneous

8.01 Amendments. The City of Southfield reserves the right, through collective bargaining, to make from time to time any amendment or amendments to this Plan which do not cause any part of the Trust to be used for, or diverted to, any purpose other than the exclusive benefit of Participants, Former Participants or their Beneficiaries, provided, however, that the City may make any amendment it determines necessary or desirable, with or without retroactive effect, to comply with applicable federal law.

8.02 Non-guarantee of Employment. Nothing contained in this Plan shall be construed as a contract of employment between the Employer and any Employee, or as a right of any Employee to be continued in the employment of the Employer, or as a limitation of the right of the Employer, subject to collective bargaining agreement, to discharge any of its Employees, with or without cause.

8.03 Right to Trust Assets. No Participant, Former Participant or Beneficiary shall have any right to, or interest in, any assets of the Trust Fund upon termination of his employment or otherwise, except as provided from time to time under this Plan, and then only to the extent of the benefits payable under the Plan to such Participant, Former Participant or Beneficiary out of the assets of the Trust. All payments of benefits as provided for in this Plan shall be made solely out of the assets of the Trust Fund and the Fiduciary shall not be liable therefor in any manner.

8.04 Nonforfeitability of Benefits. Subject only to the specific provisions of this Plan, nothing shall be deemed to divest a Participant, Former Participant or Beneficiary of his right to the non-forfeitable benefit to which he becomes entitled in accordance with the provisions of this Plan.

8.05 Nonalienation of Benefits. Except as otherwise provided in this Section 8.05, the right of a person to an Accumulated Balance or any other benefit from this Plan is unassignable and is not subject to execution, garnishment, attachment, the operation of bankruptcy or insolvency law, or other process of law. The right of a person to an Accumulated Balance or any other benefit from the Plan is subject to award by a court pursuant to section 18 of chapter 84 of the revised Statutes of 1846, being section 552.18 of the Michigan Compiled Laws, and to an order of income withholding entered under Public Act 1295 of 1982 pertaining to alimony or child support. The right of a person to an Accumulated Balance or any other benefit from the Plan is subject to an eligible domestic relations order under the eligible domestic relations order act, Act No. 46 of the Public Acts of 1991, being sections 38.1701 to 38.1711 of the Michigan Compiled Laws.

The Plan has the right of setoff to recover overpayments made by the Plan and to satisfy any claim arising from embezzlement or fraud committed by a Participant, Former Participant, Beneficiary, or other person who has a claim to an Accumulated Balance or any other benefit from the Plan.

**SUPPLEMENTAL AGREEMENT
POLICE RESERVE PROGRAM**

Section 1 Except as otherwise set forth herein, the assignment and duties of the Police Reserve shall be at the discretion of the City.

Section 2 Members of the Police Reserve Program may be assigned to one or more of the following areas Police Reserve I, Police Reserve II, Ancillary Services and Police Cadets.

Section 3 Members of the Police Reserve I complement of the Reserve Program may be utilized by the Department in the following manner

Neighborhood patrol	Elections
Park patrol	Child fingerprinting for ID
Traffic control	Halloween patrol
Crowd control	Civil emergencies
Special event security	Parades
Senior citizen complex security	Civic Center security
Swimming pools and ice arenas	Youth scout program
Church traffic control	Update address files
Inaugurations	Holiday events
Concerts and shows	Other similar or related duties
Benefits and fund raisers	

Section 4 Members of the Police Reserve II complement of the Reserve Program may be armed and may be utilized by the Department in the following manner

1. All duties performed by Police Reserve I's.
2. Police Reserve II's may be assigned to ride with regular Officers at the discretion of the regular Officer. The option of having a Police Reserve II ride with a regular Officer will be offered to regular Officers on the basis of seniority. Police Reserve I's or Cadets will not be assigned to ride with a regular officer as a duty assignment. They may ride with a regular officer in being transported.
3. Perform motorized preventative patrol in Department designated areas of the City.
4. Perform stationary or foot preventative patrol in Department designated areas of the City.
5. Licensing regulations.
6. Parking violations.

7. Response to a non-emergency dispatched runs when no other cars are available.
8. Response to runs to which the Department does not normally send a patrol car.
9. For events not stipulated under Reserve I functions, to which Police Officers have been normally assigned in the past - provided that Reserves will not be assigned at a greater ratio than five Reserves for each one Police Officer.
10. Emergencies. However reserves shall not satisfy the need for backup of a regular officer in situations where backup is required.
11. Other similar or related duties.

Section 5 Members of the Ancillary Services complement of the Reserve Program may be assigned the following duties

1. Instructors and trainers in areas of designated expertise.
2. Resource personnel to assist in areas of expertise.
3. Resource personnel to consult in emergency situations as warranted.
4. Language interpreters.
5. Chaplain services.
6. Crime prevention.
7. Other similar and/or related duties as assigned.

Section 6 In the event the Department institutes a Cadet Program

1. The Department will establish training and continued eligibility requirements.
2. Notwithstanding the provisions of Act 78 or other Civil Service provisions, the City Administrator may hire an applicant for, or promote a member of the Police Reserve Program to, a position in the Cadet program.
3. The decision to hire an applicant or promote a member of the Police Reserve Program shall be at the sole discretion of the City Administrator.
4. Cadets will be assigned to work in the Department under the direction of Department personnel. It is hereby agreed by the parties that the wages, hours and working conditions for cadets will be set by the City. Duties shall be as established by the Department.

Section 7 Members of the Police Reserve Program (Police Reserves or Cadets) may operate Department owned vehicles as assigned by the Department.