

**THE CITY OF SOUTHFIELD**

**AND**

**THE SOUTHFIELD POLICE COMMAND OFFICERS ASSOCIATION**

**Effective: July 1, 2006 - June 30, 2009**

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## **ARTICLE I** **AGREEMENT**

1.1 **THIS AGREEMENT** is entered into the 17<sup>th</sup> day of February, 2009 by and between THE CITY OF SOUTHFIELD, a Michigan Municipal Corporation, hereinafter referred to as the "City", and THE SOUTHFIELD POLICE COMMAND OFFICERS ASSOCIATION.

## **ARTICLE II** **RECOGNITION**

2.1 Pursuant to the authority of Act 336 of the Public Acts of 1947, as amended, including Act 379 of the Public Acts of 1965, the City hereby recognizes the Association as the sole and exclusive bargaining agent with respect to wages, hours, and conditions of employment for employees in the ranks of Corporal, Sergeant and Lieutenant in the Southfield Police Department.

2.2 Provided, however, that the employee assigned to the position of Administrative Aide to the Senior Director of Public Safety and employees holding the rank of Deputy Chief in the Southfield Police Department shall be excluded from the bargaining unit.

## **ARTICLE III** **PURPOSE AND INTENT**

3.1 The general purpose of this 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.

**NOW, THEREFORE**, and in consideration of the mutual promises and agreements hereinafter contained, it is agreed:

## **ARTICLE IV** **DEFINITIONS**

4.1 Employees. Employees shall mean only sworn personnel of the Police Department of the City of Southfield in the ranks of Corporal, Sergeant and Lieutenant.

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

4.3 Association. Association shall mean the Southfield Police Command Officer's Association.

4.4 Management. Management shall mean any Police Officer above the rank of Lieutenant of the Police Department and all other such members of the City Administrative Staff as designated by the City Council of the City of Southfield.

4.5 Department. Department shall mean the Police Department of the City of Southfield, Michigan.

4.6 Department Seniority. Department seniority shall mean the length of continuous service an employee has worked with the Department as a sworn officer; to include probationary period, commencing with an employee's date of hire.

4.7 Rank Seniority. Rank seniority shall mean the length of service an employee has worked in the Department in a particular rank; to include probationary period in that rank, commencing with an employee's date of appointment to that rank.

4.8 Senior Officer. As between employees with identical lengths of rank seniority, senior officer shall mean the employee with greater length of Department seniority. In the event employees have identical lengths of rank and department seniority, senior officer shall mean the employee with the highest promotion examination score in the rank considered.

4.9 Annual. Unless otherwise provided herein, annual shall mean the period of time within the contract and/or fiscal year, extending from July 1 to June 30 of the following year.

4.10 Calendar Year. Calendar year shall mean the period of time extending from January 1 through December 31 in a given year.

4.11 Anniversary Year. Anniversary year shall mean the year beginning on the employee's date of appointment.

## **ARTICLE V**

### **ASSOCIATION BUSINESS**

5.1 Association business shall not be conducted during working hours or in City work areas except as provided by this Agreement.

5.2 Grievance Committee. The City agrees to recognize a grievance committee of two (2) employee members, one of whom shall be the Association President or his designate. The grievance committee shall represent employees for the purpose of processing grievances under the grievance procedure established in this Agreement.

5.3 Bargaining Committee. The City agrees to recognize a bargaining committee of three (3) employee members, one of whom shall be the Wage Negotiator or his designate, and up to two (2) additional non-employee representatives. The bargaining committee shall represent employees for the purpose of negotiating wages, hours, and conditions of employment.

5.4 Union Time Off. The Association shall accrue two (2) hours of compensatory time-off per week. There shall be a cap of one hundred four (104) hours on this bank. Accrual shall stop at one hundred four (104) hours until the balance drops below one hundred four (104) hours.

- A. Time accrued in this bank shall be used only for Association business and only by members of the grievance committee, the bargaining committee, or the board of directors of the Association.
- B. All time spent on Association business by an employee during the employee's normal working hours shall be charged against this bank except:
  - 1. Time spent by a grievance committee member in grievance meetings with the Employer as provided in the grievance procedure established in this Agreement.
  - 2. Time spent in contract negotiations with the City by two (2) employee members of the bargaining committee.
- C. No more than ten (10) hours of accrued time may be used in any one week.
- D. All time spent on Association business during working hours shall be recorded by the employee involved on payroll time sheets whether it is or is not chargeable to the time bank established in this article.
- E. An employee wishing to use time from the bank shall obtain approval from his immediate supervisor at least twenty-four (24) hours in advance.

#### **ARTICLE VI** **BULLETIN BOARD**

6.1 The City will provide a locking bulletin board, to be located in a location agreed to by both parties, which may be used by the Association for purposes of Association business only. This bulletin board shall not be used by the Association to disseminate propaganda or post non-association political matters.

#### **ARTICLE VII** **SPECIAL MEETINGS**

7.1 The City and Union agree to meet on a regular basis each month at a mutually convenient time and place for the purpose of discussing current problems and issues of mutual interest and concern. It is expressly understood that these meetings shall not be for the purpose of negotiations or the processing or settling of grievances. Each party shall select its own representatives to participate in these meetings which shall consist of not more than two (2) representatives each unless otherwise mutually agreed.

## **ARTICLE VIII** **AGENCY SHOP**

8.1 To the extent that the laws of the State of Michigan permit, it is agreed that any employee who is a member of the bargaining unit, who is not a member of the Association at the time this agreement becomes effective, shall be required as a condition of employment to either become a member of the Association or pay a service fee to the Association, which shall be equivalent to the Association monthly membership dues.

8.2 Any employee who has failed to either maintain membership in the Association or pay the required service fee for a period of thirty (30) days shall not be retained by the City; provided however, that no employee shall be terminated under this Article unless:

- A. The Association has notified the employee by certified letter addressed to his or her last known address, with a copy to the City, indicating he or she has been delinquent for thirty (30) days in payment, specifying the current amount of delinquency and warning the employee that unless the amount is tendered within fifteen (15) calendar days of the date of the letter, he or she will be reported to the City for termination from employment as provided herein, 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 fifteen day's (15) notice, with written demand that the employee be discharged in accordance with this Article and provide to the City an affidavit signed by the Association Treasurer certifying that the amount of delinquency does not exceed the Association monthly membership dues or service fee as provided in this Article.

## **ARTICLE IX** **DUES DEDUCTIONS**

9.1 The City will deduct from the wages earned during each pay period a specified amount as regular monthly Association dues and/or service fees for each employee for whom the Association furnishes the City a current, signed, written authorization. The Association shall inform the City of the amount of the deduction.

9.2 Changes in the regular amount of dues and/or service fees may be made no more than twice in a twelve (12) month calendar period.

9.3 Previously signed and unrevoked written authorizations shall continue to be effective as to current employees and as to reinstated employees.



9.4 The Employer will withhold from the pay of employees in any month only the deduction incurred while an employee has been in the employ of the Employer and only such amounts becoming due and payable in that month.

9.5 All sums deducted shall be remitted to the Treasurer of the Association by the 5th day of the month following the month in which such deductions were made, together with a list of names and the amount deducted for each employee for whom a deduction was made.

9.6 In the event the Association requests that the Employer deduct monies in excess of the amounts deducted as of the date of execution of this Agreement, such request shall be effective only upon written assurance by the requesting party that the additional amounts have been authorized pursuant to and under the Association's constitution.

9.7 The City shall not be liable to the Association for the remittance of payment of any sum other than that constituting actual deductions made from the pay earned by the employee. The Association shall indemnify and save the City harmless from any liability, including all costs and expenses defending any action, resulting from any and all claims, demands, suits or any other action arising from compliance with this article or in the reliance of any list, notice, certification, authorization or revocation furnished hereunder.

9.8 The City shall notify the Association of the termination of employment of the dues paying employee. No "Authorization for Deduction of Association dues and/or service fees" forms shall be accepted by the City unless they are forwarded through the office of the Treasurer of the Association.

## **ARTICLE X**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

10.1 Definition. A grievance is a dispute between the City and one (1) or more employees covered by this Agreement regarding the interpretation or application of the provisions of this Agreement.

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 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. An incident or other alleged infraction occurring prior to the date of the adoption of this Agreement.
- D. A grievance not meeting the time limits as set forth in the procedure below.
- E. Multiple grievances submitted at a single time or step. The intent of this provision is to prevent more than one (1) 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 (1) employee where the facts involved are identical to all those affected and one in which only one (1) employee shall act as grievant for all concerned.

10.3 General Rules. If a grievance is not submitted within fifteen (15) calendar days of its occurrence or of the date on which the aggrieved party should reasonably have learned of its occurrence, whichever is later, it shall be automatically closed and forever held for naught.

10.4 Any grievance not submitted in one of the steps of the procedure to the next step within the time limit prescribed shall be considered withdrawn.

10.5 Failure to render a decision at any step of the grievance procedure within the specified time limits shall permit the grievance to proceed to the next step.

10.6 The time limits herein may be extended by mutual agreement of the parties in writing.

10.7 The employee may elect to have a representative of the Association present at any stage of the grievance procedure.

10.8 Grievance Procedure. Any grievance shall be presented through the following procedure:

Step 1-Chief. Within fifteen (15) calendar days after the event or occurrence or of the date on which the aggrieved party should reasonably have learned of its occurrence, whichever is later, the aggrieved party shall present the grievance in writing to the Chief of Police or designate.

10.9 The statement of grievance shall include:

- A. The name of the aggrieved party or parties.

- B. A statement of the facts giving rise to the grievance.
- C. Identification of all provisions of this Agreement alleged to be violated.
- D. The date on which the event or occurrence first occurred.
- E. The date of the initial submission of the grievance in writing.
- F. Remedy or correction requested.

The Chief of Police or designate shall render a decision to the aggrieved party in writing within ten (10) calendar days after receipt of the grievance. A copy shall be supplied to the President of the Association.

10.10 Step 2-City Administrator. In the event the aggrieved party is not satisfied with the decision at Step 1, he or she may, within ten (10) calendar days of receiving the decision, present an appeal in writing to the City Administrator, or designate. With this appeal he or she shall present a copy of the original grievance and the reply received at Step 1. The City Administrator, or designate, shall render a decision in writing to the aggrieved party within ten (10) calendar days after receipt of the appeal. A copy shall be supplied to the President of the Association.

10.11 Step 3-Arbitration-Notice of Intent. In the event the aggrieved party is not satisfied with the decision at Step 2, he or she may, with the approval of the Association, take an appeal of the matter to an impartial arbitrator selected from the Federal Mediation and Conciliation Service (FMCS) under, and in accordance with, the rules of the American Arbitration Association. Such an appeal and request must be made to the American Arbitration Association within fifteen (15) days after receipt of the decision in Step 2. Written notice of intent to submit the matter to arbitration must be simultaneously filed with the City Administrator.

10.12 Powers of the Arbitrator. It shall be the function of the arbitrator, and he or she shall be empowered, except as limited herein, after due investigation to make a decision in cases of alleged violation of specific articles and sections of this Agreement. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

10.13 Arbitrability. Should either party dispute the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first rule on the question of arbitrability. Should he or she determine that the grievance is not arbitrable, it shall be referred back to the parties without decision or recommendation as to its merits.

10.14 Fees and Expenses at Arbitration. The fees and expenses of the arbitrator, including all filing fees, shall be borne fully by the losing party. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of the witness called by the other.

10.15 No Restraining. No restraining, coercive, discriminatory or retaliatory action of any type shall be taken against an employee by any supervisor because of the employee's desire to file, the institution of, or participation in a grievance.

## **ARTICLE XI** **PROMOTIONS**

11.1 Promotions shall be made in accordance with the provisions of Act 78, P.A., 1935, as amended, except as provided in this Agreement.

11.2 The City will establish and implement, with the input and the concurrence of the Association, a validated procedure for the selection of Sergeants, Lieutenants and Deputy Chiefs.

11.3 Any dispute with respect to implementing this clause shall be subject to an impartial arbitrator who shall be an expert in test validation mutually selected or selected by two experts, one selected by each party.

11.4 Nothing contained in Article XI, Section 1, (including Act 78) shall apply to the filling of the Police Chief position; the City shall have the right to fill the position from within or without the bargaining unit.

## **ARTICLE XII** **JOINT RESPONSIBILITIES**

12.1 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 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 law against the "Association" for any illegal activity under the terms and conditions of this contract and/or the laws of the State of Michigan.)

## **ARTICLE XIII** **REGULAR SICK LEAVE**

13.1 Sick Leave-Accumulation and Usage. 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 (4 or 5 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 (8 or 10 hours).

13.2 Sick leave benefits shall not accrue while an employee is on leave of absence; or sick leave beyond the balance of the calendar month ending thirty (30) days after the date on which the illness occurred. Sick leave for employees shall be computed from the first working day of the employee. No employee shall be entitled to sick leave unless earned. 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 to his or her 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 City reserves the right to request such 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, such information may be grounds for disciplinary action up to and including dismissal.

13.3 Payment. Payment for accumulation unused sick leave shall be as follows:

13.4 Sick Leave Cap. A cap of 1200 hours shall be placed on accumulated regular sick leave.

13.5 Payment of Sick Leave Excess. A bargaining unit member shall receive payment for all accumulated regular sick leave in excess of 1200 hours as follows:

- A. If the employee has used two (2) days or less regular sick leave in the preceding fiscal year, the employee shall be paid seventy-five percent (75%) of the employee's current hourly rate (based on a forty-hour week) multiplied by the number of hours over 1200).
- B. If the employee has used more than two (2) regular sick leave days in the preceding fiscal year, the employee shall be paid fifty percent (50%) of the employee's current hourly rate (based on a forty-hour week) multiplied by the number of hours over 1200.

13.6 When Paid. This payment shall be made annually on the second pay period in July, 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.

13.7 Payment Upon Separation From Employment. Upon death or retirement, employees shall receive payment at current rate of pay for one hundred (100%) percent of accumulated sick leave to a maximum of 1200 hours. After a minimum of ten (10) years service, 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. Personnel with less than ten (10) years service shall not receive payment for accumulated sick leave upon resignation. 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.

- 13.8 Payments pursuant to Section 13.7 shall be in addition to payment set forth in Section 13.5 and 13.6 of this Article.
- 13.9 Employees who retire from employment in the 4<sup>th</sup> quarter of a calendar year (October-December) shall receive payment for accumulated sick leave on the first pay in January following their date of retirement. [Employees wishing to defer these payments to a 457 account should note the IRS regulations regarding the date of severance from employment in relation to the payment date.]

#### **XIV ARTICLE SICK LEAVE (RESERVE)**

- 14.1 The reserve sick leave bank is established under the same provisions as the regular sick leave program with the following exceptions:
- 14.2 Accumulation. Accumulation rate of one-half (1/2) day per month, maximum accumulation of sixty (60) days.
- 14.3 Non-Duty Use. For non-duty related injury, illness or disability to be used only after expiration of all regular sick leave accumulated.
- 14.4 Duty Related Use. For duty-related injury, illness or disability, there shall be no charge to sick leave.
- 14.5 Restrictions. Not subject to pay provisions on death, retirement or voluntary resignation.

#### **ARTICLE XV FURLOUGH AND ANNUAL LEAVE**

- 15.1 Accumulation and Usage. 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). 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.
- 15.2 Accumulation Cap. Maximum accumulation of furlough time shall be twice the annual accumulation. Whenever an employee has accumulated the maximum allowable amount of furlough time, the City shall have the right to require the employee to accept one furlough period of 2 weeks duration.

15.3 Vacation time shall be awarded in accordance with the following Chart:

<u>Length of Service With the City</u>	<u>Vacation</u>	<u>Additional Bonus Vacation Leave</u>
0 - 10 years	13.33 hours per month to a maximum of 160 hours per year	None
11 years	13.33 hours per month to a maximum of 160 hours per year	8 hours
12 years	13.33 hours per month to a maximum of 160 hours per year	16 hours
13 years	13.33 hours per month to a maximum of 160 hours per year	24 hours
14 years	13.33 hours per month to a maximum of 160 hours per year	32 hours
15 years	13.33 hours per month to a maximum of 160 hours per year	40 hours
16 years and over	16.76 hours per month to a maximum of 200 hours per year	None

15.4 Employees who retire from employment in the 4<sup>th</sup> quarter of a calendar year (October-December) shall receive payment for accumulated vacation time on the first pay in January following their date of retirement. [Employees wishing to defer these payments to a 457 account should note the IRS regulations regarding the date of severance from employment in relation to the payment date.]

## **ARTICLE XVI FUNERAL LEAVE**

16.1 Length of Time. In case of death in the "immediate family", an employee may be granted a leave of absence with pay not to exceed three (3) calendar days for each occurrence.

16.2 Immediate Family Definition. "Immediate family" is defined as spouse, child, brother, sister, parent or parent-in-law, grandparent and grandparent-in-law, brother-in-law, sister-in-law and grandchild.

16.3 Outside Of Immediate Family. Bereavement leave may be granted with pay due to extenuating circumstances, for the death of someone other than "immediate family" with approval of the Chief of Police.

**ARTICLE XVII**  
**PERSONAL BUSINESS LEAVE**

17.1 Each employee is permitted personal business leave: Three (3) days not chargeable to other leave time and one (1) day chargeable to reserve sick leave per fiscal year. Employees shall be allowed to accumulate a maximum of three (3) personal days a year or six (6) total.

17.2 Notice Of. Except in emergency situations, personal business leave must be requested at least twenty-four (24) hours in advance.

17.3 Restrictions. An employee's request for use of personal business leave shall be granted except in those situations where the absence would cause a staffing shortage in the employee's rank in the employee's work unit and/or that particular employee's presence is required.

17.4 Payment of overtime shall not be a reason for denial.

**ARTICLE XVIII**  
**SUSPENSION OF LEAVES**

18.1 Emergency. 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.

**ARTICLE XIX**  
**TRADING OF DAYS**

19.1 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 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 day proposed to be traded. In the event of holiday trades, the employee who works the holiday will receive the compensatory time and the employee who does not work the holiday will not receive the compensatory time.

**ARTICLE XX**  
**PHYSICAL EXAMINATION**

20.1 The employee shall, on an annual basis, submit to a physical examination and the City agrees to provide said physical examination for all employees of the unit. Such examination 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 examination. Results of the examination shall be furnished to the City and to the employee. The employee may choose to take such physical examination from a



medical doctor or clinical facility licensed to practice in the State of Michigan other than as designated by the City for which the employee shall be reimbursed a maximum amount of \$225 for male and \$243.50 for female examinations. Said reimbursement will be paid upon submission to the City of complete results of said examination and statement of charges.

20.2 The physical examination may consist of the following tests and procedures:

- History and Physical
- Visual Acuity (eye chart)
- Tonometry
- Audiogram
- Complete Blood Count and Differential
- Fasting Blood Sugar
- Urinalysis
- Pap Smear (women)
- T.B. Skin Test
- Hemocult Slides
- Masters Electrocardiogram (over age 40)
- Electrocardiogram (every fifth year if under age 40)
- Pulmonary Function Screening (every other year)
- Multiphasic Biochemical Screening (every third year)
- Chest x-ray (every fourth year)
- PSA (males over age 45)

The physical examination shall not include screening for controlled substances until such screening is bargained between the parties.

20.3 Any employee who elects to take a physical examination from a medical doctor or clinical facility, other than that selected by the City shall be required to undergo the same tests and procedures as set forth above.

20.4 That in the event the tests and procedures set forth herein shall be modified, eliminated, added to or changed, the City, the Union, and a representative of the medical facility selected by the City to perform the physical examinations shall first meet and discuss such modification, changes, eliminations or additions.

## **ARTICLE XXI** **DISCIPLINE**

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

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 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.

**ARTICLE XXII**  
**PERSONNEL FILES**

22.1 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.

22.2 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.

22.3 Copies. 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.

**ARTICLE XXIII**  
**SHIFT TRANSFERS AND ASSIGNMENT CHANGES**

23.1 The following criteria shall be considered in determining shift transfers and changes in job assignments

- A. The needs of the Department;
- B. A balancing of experience levels;
- C. The relative qualifications of the competing employees, and;
- D. Where all other factors are equal, the seniority of the qualified employees shall be given consideration.

23.2 Patrol and Support Division. An employee may, at the option of the City, be slotted to work the day shift during his or her probationary period. Notwithstanding Section 23.1 above, a transfer of shifts in the patrol and support divisions 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 within each rank shall be given preference.

In the application of this section, the Union president, regardless of seniority, shall be designated as the most senior employee in the bargaining unit.

23.3 Shift Vacancies - Patrol Division. 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.

**ARTICLE XXIV**  
**LONGEVITY**

24.1 Longevity shall be paid annually the first pay period in December, if possible, based upon the formula indicated below. Percentages shall be computed on base rate of pay 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.

24.2 Longevity Scale.

<u>Years Service</u>	<u>Percentage</u>
3 years	1%
5 years	2%
10 years	4%
15 years	6%
20 years	8%

24.3 Any new command officer who was not previously entitled to longevity, shall not receive longevity.

24.4 Longevity at retirement shall be paid on the basis of the full quarter from the date of actual retirement (January 1 through March 31 - one quarter [1/4]; April 1 through June 30 - one half [1/2]; July 1 through September 30 - three quarters [3/4]; October 1 through December 31 - full).

Longevity at DROP commencement shall be calculated on the basis of the full quarter from the date of DROP commencement (January 1 through March 31 - one quarter [1/4]; April 1 through June 30 - one half [1/2]; July 1 through September 30 - three quarters [3/4]; October 1 through December 31 - full).

**ARTICLE XXV**  
**OVERTIME**

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

**ARTICLE XXVI**  
**REPORTING TIME**

26.1 Reporting Time. Command officers assigned to shift rotation duties shall receive reporting time in the amount of twenty-four (24) minutes per day worked and shall be required to be present on duty in order to receive payment either before and/or after their regular shift. Command officers, as designated by the Chief of Police, to administer ERT briefings to shift personnel shall be included.

**ARTICLE XXVII**  
**COMPENSATORY TIME**

27.1 Accumulation Of. Compensatory time (straight and time-and-a-half [1-1/2]) may be accumulated up to 80 hours.

27.2 Excess Paid. Compensatory time accrued in excess of 80 hours will be converted to pay each pay period.

27.3 Conversion Of. All or any portion of an individual's compensatory time balance may be converted to pay upon the officer's request.

**ARTICLE XXVIII**  
**CALL BACK**

28.1 Emergency Defined. In the event the City announces a Police Alert the following provisions shall govern. All personnel are subject to Alert, Standby and/or Call-back at any time due to an emergency. For purposes of this Article and Article XVIII only "emergency" shall be defined as any event or situation such as a natural disaster, civil disaster, riot, or uprising necessitating the use of a large number of police.

28.2 Alert. An alert consists of advising departmental personnel of a situation that 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.

28.3 Standby. 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 employee's activities while off duty. Compensation will be four (4) hours minimum at their regular hourly rates, or up to start of regular duty shift, whichever is less.

28.4 Call-Back. Call-Back consists of advising departmental 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 at the employee's regular hourly rate or up to the start of regular duty shift whichever is less.

## **ARTICLE XXIX** **COURT TIME**

29.1 Court Time. Court and subpoena time minimum guarantee of three (3) hours pay at time-and-a-half per 24 hour period. Minimum Court time provision applies to civil case, civil infractions, and any other lawfully required appearances on behalf of the City arising out of and in the course of employment. Does not apply when on duty or within two (2) hours of duty shift.

29.2 Circuit Court. Officers who are required to report to 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.

- A. If the officer elects this option, the officer shall be paid one hour of time at time-and-one-half in addition to the time spent in Court. If a Department vehicle is available, the officer may use such vehicle from the Department headquarters to Court and back. If no vehicle is available, the officer shall use his or her private vehicle but he or she will not be paid any mileage allowance.
- B. If the officer chooses to proceed from home to the Circuit Court and back without coming to the Department headquarters, the officer shall not be entitled to any compensation other than pay for the time spent in Court as provided in other sections of this Agreement.

## **ARTICLE XXX** **CALL-IN**

30.1 Employees called in more than two (2) hours after the end of their regular shift and more than two (2) hours prior to their regular starting time shall be guaranteed a minimum of three (3) hours work at time-and-one-half their regular hourly rate.

30.2 Employees called in two (2) hours or less prior to their regular starting time shall not be relieved prior to the end of their normal shift to avoid payment of overtime.

**ARTICLE XXXI**  
**LAG TIME**

31.1 Lag Time. May be worked by the employee, who shall be compensated at the rate of one-and-one-half (1-1/2) times the 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 the officer's scheduled work day.

**ARTICLE XXXII**  
**HOLIDAYS**

32.1 Holidays Identified. All employees shall be paid at regular rate for fourteen (14) holidays per year based on the following holidays:

Veteran's Day	Day before Christmas Day
Memorial Day	Christmas Day
Independence Day	New Year's Day
Labor Day	Employee's Birthday
Columbus Day	Thanksgiving Day
September 11	Martin Luther King Day
Presidents Day	Employee's Anniversary Hire Date

32.2 Payment for holidays shall be made as soon as possible annually during the first pay period in December of each year. Employees on disability leave on the date of the holiday shall accrue and be paid holiday pay. For each hour worked on a holiday, the employee shall have one-half (½) hour of compensatory time credited to his/her time bank.

**ARTICLE XXXIII**  
**ACTING RANK**

33.1 Employees assigned to perform duties of a higher established rank shall be paid at the beginning step of the higher rate for performance of such duties in excess of thirty consecutive work days.

**ARTICLE XXXIV**  
**HOSPITALIZATION INSURANCE**

34.1 The City shall provide hospitalization insurance with coverage and benefits the same as or equal to that as is currently in effect with the Blue Cross-Blue Shield MVF-II programs. The City shall also provide the major medical rider and the drug prescription certificate with a \$2.00 deductible. Add the Mandatory Second Surgical Opinion, effective as soon as the carrier can provide. [Agreed February 13, 1988.]

Effective as soon as practical after the ratification of the contract by both parties [July 26, 1999], the prescription rider shall be Preferred Rx with PD MAC with a \$2.00 deductible, 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 City of Southfield and the SPCOA agree that, at the time of an open enrollment, employees may elect Community Blue Preferred Provider Organization in place of the health insurance set forth section 34.1 as long as Community Blue Preferred Provider Organization is offered by the City as one of the health insurance options. The Community Blue PPO which is offered is summarized in the attached Benefits-at-a-Glance, Plan 1, City of Southfield #67890. As noted on page 2 of the Benefits-at-a-Glance, the prescription drug coverage has a \$5 co-pay.

Effective upon the ratification of the agreement by both parties [2/17/09]: The Prescription Drug Co-Pay for all plans for active employees and individuals who retire after the ratification of the agreement by both parties shall be \$5 generic and \$10 brand (whether or not there is a generic equivalent).

For participants in an HMO, members will pay the Brand Drug Co-payment when a physician requests a Brand Drug as "Dispensed as Written" and a Generic equivalent is available. Members who request a Brand Drug when a Generic Drug is available will be responsible to pay the Generic Co-payment plus the difference between the cost of the Generic equivalent and the Brand Drug where this is required by HMO rules. After the ratification of the agreement by both parties, there will be a 30-day open enrollment for health insurance.

34.2 Regular or Non-Duty Disability Retirement. An employee retired not under the duty disability provision of Act 345 may retain his or her hospitalization insurance through the City at his or her own expense; provided, however, that the carrier of such hospitalization insurance allows same.

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

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

Effective as soon as practical after the ratification of the contract by both parties, the prescription rider shall be Preferred Rx with PD MAC with a \$2.00 deductible, riders RM, Routine Mammograms, and RPS, Routine Pap Smear shall be added.

Effective upon the ratification of the agreement by both parties [2/17/09]: The Prescription Drug Co-Pay for all plans for active employees and individuals who retire after the ratification of the agreement by both parties shall be \$5 generic and \$10 brand (whether or not there is a generic equivalent).

For participants in an HMO, members will pay the Brand Drug Co-payment when a physician requests a Brand Drug as "Dispensed as Written" and a Generic equivalent is available. Members who request a Brand Drug when a Generic Drug is available will be responsible to pay the Generic Co-payment plus the difference between the cost of the Generic equivalent and the Brand Drug where this is required by HMO rules. After the ratification of the agreement by both parties, there will be a 30-day open enrollment for health insurance.

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.

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.

Effective upon ratification by both parties, 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.

34.4 A retired employee receiving hospitalization benefits identified in 34.3 who receives any hospitalization and medical insurance from any subsequent employer must take the offered insurance coverage. The subsequent employer's insurance will then be the primary coverage and the retiree health insurance will provide the secondary/coordinated benefits. Should the subsequent employer insurance cease, the retiree health insurance shall immediately be primary again.

34.5 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.

34.6 Employees shall make a 1.0% RHC contribution effective July 1, 2007.  
Employees shall make an additional 1% RHC contribution effective July 1, 2008.

#### **ARTICLE XXXV**

#### **OPTICAL INSURANCE**

35.1 The City of Southfield will provide paid optical insurance to the employee and dependents (spouse and children) with the "usual and customary" standard. Contact lenses or eyeglass lenses may be obtained or replaced once annually with examination and with prescription change. Eyeglass frames may be obtained or replaced once during any period of 24 consecutive months.



35.2 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.

#### **ARTICLE XXXVI** **LIFE INSURANCE**

36.1 Amount Of. Effective October 27, 1986, the City of Southfield will provide paid term life insurance in the amount of \$50,000 with accidental death and dismemberment rider for Command Officers.

#### **ARTICLE XXXVII** **DENTAL INSURANCE**

37.1 The City agrees to provide a type of dental expense coverage to employees and dependents (spouse and eligible children and students between the ages of 19 and 25).

Effective as soon as is practical after the ratification of the agreement by both parties (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.

37.2 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.

#### **ARTICLE XXXVIII** **DISABILITY INSURANCE**

38.1 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:

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

38.3 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.

38.4 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.

38.5 "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.

38.6 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.

38.7 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.

38.8 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 44.1, 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 upon the ratification of the agreement by both parties) per work day to provide the employee a maximum of 100% (effective upon the ratification of the agreement by both parties) 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.

38.9 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.

38.10 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 44.1, 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.

#### 38.11 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 38.5, 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 38.5, 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 retiree shall be provided retiree health insurance on the terms then in effect for normal age and service retirement.

#### **ARTICLE XXXIX CLOTHING ALLOWANCE**

39.1 Clothing. Allowance of \$425 shall be credited to each employee's account annually (July 1). 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. If the cumulative balance falls below zero in a fiscal year, a member may draw an advance from the following year. However, in no case can the outstanding advance exceed the allowance available the following year.

39.2 Termination. Employees leaving the Department will return to the Department all uniform clothing (in their possession or control), leather goods and Department property.

39.3 Major Assignment Change. An employee having a major change in assignment which results in a major uniform change shall receive an additional \$100.00 clothing-allowance-account credit; one additional \$100.00 clothing allowance will be paid upon transfer from plainclothes assignment to uniform provided such plainclothes assignment was for a minimum continuous period of twelve (12) months.

39.4. Promotion. An employee promoted to the rank of Sergeant, Lieutenant or Deputy Chief will receive an additional \$100.00 clothing-allowance-account credit.

#### **ARTICLE XL** **CLEANING ALLOWANCE**

40.1 Cleaning. A cleaning allowance of \$475 per year shall be paid annually lump sum in July.

Effective June 30, 2009, increase the cleaning allowance by \$50 to \$525 per year.

#### **ARTICLE XLI** **EDUCATION PAY PROGRAM**

41.1 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.

#### **ARTICLE XLII** **RETIREMENT**

42.1 Eligibility and Multiplier. As currently in effect under 1937 PA 345, as amended (MCLA 38.551 et seq.). Retirement eligibility shall be with 20 years of service regardless of age.

A member of the bargaining unit who retires shall receive a regular retirement pension payable throughout the retiree's life of 2.8 percent of average final compensation multiplied by the first twenty-five years of service credited (70% of AFC maximum) except that a member of the bargaining unit who retires during the term of this agreement (prior to July 1, 1990) may elect to use the multiplier as set forth in Section 42.3 of the 1984-1986 agreement.

42.2 The parties also agree that 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 the 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.

The parties agree that so long as the City maintains the Police Reserve Program that this Police Reserve Program will not cause a reduction in the size of the SPCOA bargaining unit below what it is November 1, 1989.

The parties agree that under no condition will any members of the Police Reserve or Cadet program assume the responsibilities, duties or position either temporarily or permanently which are specific to the full-time police command. The parties agree that the reserve/cadet program as currently agreed to by the City and the SPOA does not violate this agreement.

42.3 Employee Contribution. Employee contribution is five (5%) percent of earnings base for retirement purposes.

42.4 Average Final Compensation Restrictions. "Average Final Compensation" shall include all compensation, including deferred compensation, received by a member. It shall not include accumulated unused sick leave payment and accumulated unused vacation leave payment paid as a result of retirement. For purposes of this section, compensation shall include regular salary, longevity, Holiday pay, paid compensatory time, and overtime, including early report time.

In computing final average compensation for pension, retroactive payments shall always be distributed over the time the payments were earned.

42.5 Average Final Compensation Defined. "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.

42.6 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, 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 and twenty (120) days prior to the effective date of retirement or DROP commencement. The one hundred and twenty (120) day notice may be waived at the sole discretion of the Pension Board; however under no circumstances can it be increased.
- 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.

- D. The parties agree that the interest rate used to determine the reduction in retirement allowance as provided in A. above shall be based upon the interest rate for an immediate annuity published monthly by the Pension Benefit Guaranty Corporation (PBGC). The most current index prior to the member's retirement date or DROP commencement date shall be used. 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 January 1, 2000, Paragraph D shall be amended to:

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 or DROP commencement. 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 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.

42.7 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.

42.8 Death in the Line of Duty. 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.

42.9 Pension pick-up (414 (h)). The City agrees to the institution of a pension "pick-up" plan for Employees provided that the Internal Revenue Service approves such a "pick-up"; and provided further that the "pick-up" approved by the Internal Revenue Service will be limited solely to the SPCOA. If the Internal Revenue Service does not approve a "pick-up" limited solely to the SPCOA, the said "pick-up" will not be applicable. The "pick-up" plan as set forth herein shall be instituted as follows:

(1) The City shall pick up the Employee contributions required of SPCOA employees for all compensation earned after the effective date of this provision. The contributions, so picked-up, shall be treated as Employer contributions in determining tax treatment under the United States Internal Revenue Code. Employee contributions picked-up by the City, pursuant to this provision, shall be treated for all other purposes, in the same manner and to the same extent, as Employee contributions made prior to the effective date of this provision.

(2) The effective date of this provision shall be the date of IRS approval. These Employee contributions so picked up shall not be included in gross income for tax purposes until such time as they are distributed by refund or benefit payment.

(3) With respect to the Plan Amendment and the "pick-up" of employee Pension contributions set forth above, it is expressly understood and agreed as follows:

(a) The plan amendment is being adopted only for the purpose of allowing employees to take advantage of IRS Code provisions which permit governmental employees to tax shelter their pension plan contributions.

(b) Salary before reduction for contribution will continue to serve as the basis for determining the amount of salary related fringe benefits, including retirement benefits.

(c) The City will maintain information which will permit identification of the amount of Employee contributions made before and after the plan amendment. This is necessary in order to determine the extent to which a pension plan distribution is taxable income to the employee at the time the distribution is received.

(d) The plan amendment is being accomplished by local agreement rather than a change in State law.

The effect of this provision is that the compensation for each member of the SPCOA shall be reduced by the amount of the pension contribution which would otherwise be required of a SPCOA employee under the provisions of the retirement system and the City will contribute this compensation reduction to the retirement system. The compensation reduction is to be considered a part of each SPCOA employee's compensation for purposes of determining the contribution which would otherwise be required of a SPCOA employee under the provisions of the retirement system.

It is the intention of this provision that the above described contributions be treated as "picked-up" by the City for purposes of Section 414 (h) (2) of the Internal Revenue Code of 1986, in that the two criteria for such treatment are satisfied:

(1) The City hereby specified that the above described contributions, although specified as Employee contributions under the retirement system, are being paid by the City to the retirement system in lieu of contributions by the SPCOA employee, and

(2) The SPCOA employee does not have the option of choosing to receive the contributed amounts directly instead of having them paid by the City to the retirement system.

Accordingly, it is the intention of the City and the Union that each SPCOA employee may, pursuant to Section 414 (h) (2) of the Internal Revenue Code of 1986, exclude from current gross income, for federal income tax purposes, all the contributions made by the City to the retirement system and that such contributions shall not be includible in the SPCOA employee's gross income until distributed or made available to the SPCOA employees.

42.10 Premium Member Annuity Withdrawal Option as set forth in Appendix A.

42.11 Effective 7/1/99 adopt a Deferred Retirement Option Plan, (DROP), as set forth in Appendix B.

Unless mutually agreed, article 42.11 shall not be subject to negotiation and/or Act 312 arbitration for a period of 5 years, ending July 1, 2004.

42.12 Reserve for Inflation Equity (RIE).

- A. Effective July 1, 2000, a Reserve for Inflation Equity (RIE) fund is established within the Southfield Fire and Police Retirement System.
- B. Coverage of Program. All members retiring after July 1, 2000, and their beneficiaries.
- C. Accumulation Formula. Each year, beginning July 1, 2000, funds will be credited to the RIE fund in accordance with the following formula: 55% of the 5-year average of the funding value rate of return over a trigger value of 8.0% as of June 30, not to exceed 3.0%, multiplied by the system assets of retired member and members who have elected to participate in the Deferred Retirement Option Plan (DROP), who will be eligible to receive distributions from the RIE program either now or in the future.
- D. Point Accumulation. Each covered member shall accumulate points in accordance with the following formula:
  - (a) One point for each full year of service, not to exceed 25,  
plus
  - (b) Two points for each full year since retirement.
- E. Eligibility for Distribution. A covered member will be eligible for an immediate distribution on the later of (a), (b), or (c) below:
  - (a) The first July 1<sup>st</sup>, which is at least five years after the member's retirement, defined as the later of the date that a member either separated from service or began to receive a pension.
  - (b) The year after the member's pension has lost 15% of its original purchasing power, defined as a 15% increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. city average, all items 1982-1984 = 100.
  - (c) The member's accumulation of 35 points.

- F. Distributable Reserve. No more that 35% of the funds in the RIE fund shall be distributed in any given year.
- G. Individual Distributions. Each benefit recipient's share will be computed by dividing the benefit recipient's total points by the total points of all eligible benefit recipients and multiplying the result the Distribution Reserve. The maximum amount payable to any benefit recipient is the amount which would restore 85% of the member's original purchasing power. A surviving spouse of a member will receive 60% of the amount which would have been payable to member had the member survived.
- H. Distribution Date. The initial date for distribution of RIE Program benefit checks shall be determined by the Southfield Police and Fire Retirement Board; this date shall be utilized in future years in which sufficient funds are available for distribution.

42.13 The City of Southfield and the Southfield Police Command Officers Association agree that effective upon the execution of this agreement by both parties the SPCOA 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 XLIII** **USE OF CITY RECREATION FACILITIES**

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

**ARTICLE XLIV**  
**ANNUAL WAGES, RATES AND INCREMENT STEPS**

44.1 Wages.

Start		6 Months <u>Effective July 1, 2006 (2%)</u>	12 Months
Sergeant	\$68,846	\$71,011	\$73,164
Lieutenant	\$74,961	\$77,092	\$79,259
		<u>Effective July 1, 2007 (2%)</u>	
Sergeant	\$70,223	\$72,431	\$74,627
Lieutenant	\$76,460	\$78,634	\$80,844
		<u>Effective July 1, 2008 (1%)</u>	
Sergeant	\$70,925	\$73,155	\$75,373
Lieutenant	\$77,225	\$79,420	\$81,652

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

\$0.36 per hour for all hours worked on the afternoon shift;  
\$0.51 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.

**ARTICLE XLV**  
**COPIES OF CONTRACT**

45.1 Contract. The collective bargaining agreement between the parties hereto shall be reduced to a written document and the City shall pay the cost of reproducing one copy of the collective bargaining agreement for each member of the bargaining unit.

**ARTICLE XLVI**  
**RETROACTIVITY**

46.1 The terms of this Agreement shall effective upon ratification by both parties except as otherwise provided herein and except that wages, including the computing of longevity pay, vacation pay, holiday pay and overtime, shall be retroactive as set forth in Article XLIV.

**ARTICLE XLVII**  
**MANAGEMENT RESPONSIBILITY**

47.1 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:

47.2 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 the 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. 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, or to relieve employees from duty because of lack of work or other legitimate and reasonable cause is vested exclusively in the City.

47.3 In determining work schedules, it is recognized and agreed that management has the right to schedule bargaining unit members consistent with the hours of those subordinate employees supervised by members of this bargaining unit.

**ARTICLE XLVIII**  
**CIVIL SERVICE COMMISSION**

48.1 The parties acknowledge and recognize the establishment of the Civil Service Commission for the Fire and Police Departments of the City of Southfield and its authority as provided in 1935 P.A. 78, as amended, except as modified in this Agreement.

**ARTICLE XLIX**  
**MAINTENANCE OF CONDITIONS**

49.1 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 L**  
**CITIZENS' COMPLAINTS**

50.1 Citizens' Complaints. It is recognized that the citizens' 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 an employee's personnel file. The investigation shall be carried out in an expeditious and professional manner. All record of citizens' complaints shall be removed from the employee's personnel file after one (1) year from the date of the most recent complaint.

**ARTICLE LI**  
**DAYLIGHT SAVING TIME**

51.1 Fall - Officers working during the adjustment of the time shall be paid 1 hour at their overtime rate.

Spring - Employer has the option of sending officers home early; however, if the Employer chooses to exercise this option, no employee will be docked pay or time from any accumulated bank.

**ARTICLE LII**  
**NOTICE OF DEMANDS**

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

**ARTICLE LIII**  
**DUPLICATION OF BENEFITS**

53.1 In the event that a benefit or benefits become required by law which duplicate in whole or in part a benefit or benefits provided under this agreement, the agreement shall be reopened on the provisions relating to the affected benefit or benefits.

**ARTICLE LIV**  
**DISABILITY ACCOMMODATION**

54.1 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 same with the Union upon request; provided that the City shall make the final determination whether such accommodation shall be implemented if the Union does not agree to the accommodation. The reasonableness of the accommodation shall be subject to the grievance and arbitration provisions of the contract.

**ARTICLE LV**  
**FMLA**

The city hereby advises that the FMLA shall be administered according to City policies and procedures in effect at the time the leave is requested, to the extent that these policies and procedures are not in conflict with this contract

**ARTICLE LVI**  
**FLSA WORK CYCLE**

The City will declare a 28-day work cycle for the purpose of overtime as required by the FLSA.



**ARTICLE LVII**  
**TERM OF AGREEMENT**

This Agreement shall be effective from July 1, 2006 and shall remain in force until June 30, 2009, and thereafter may be extended upon mutual agreement of parties for successive periods of sixty (60) days until a new contract is negotiated.

**IN WITNESS WHEREOF**, the parties, by their authorized representatives, have caused this Agreement to be signed this 17<sup>th</sup> day of February, 2009

**CITY OF SOUTHFIELD**

**SOUTHFIELD POLICE COMMAND  
OFFICER'S ASSOCIATION**

By: Brenda Lawrence  
Brenda L. Lawrence, Mayor

By: John Fisher  
John Fisher, President

By: Nancy L. M. Banks  
Nancy L. M. Banks, City Clerk

By: John Fitzgerald  
John Fitzgerald, Vice President

By: Timothy Barr  
Timothy Barr, Wage Negotiator

## LETTER OF UNDERSTANDING

The parties shall make any mutually agreeable changes in the procedures to equalize overtime opportunities which are consistent with operational needs and efficiency.

FOR THE UNION:

Name: /s/ R. Dowell  
Title: M.A.P.

Name: /s/ Dennis R. Green  
Title: President, SPCOA

Name: /s/ Joseph E. George  
Title: Wage Negotiator

FOR THE CITY:

Name: /s/ Thomas J. Marsh  
Title: Lab. Rel. Dir.

Date: 12/8/93

## APPENDIX A

### PREMIUM MEMBER ANNUITY WITHDRAWAL OPTION

#### Article I. Purpose

Effective July 1, 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 SPCOA.

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 Command 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 July 1, 1999.

2.06 Employee means any uniformed personnel of the City of Southfield Police Department whose exclusive bargaining agent is the Southfield Police Command 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 Command 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 5.00% 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. Upon DROP commencement, Non-Premium Members shall be credited with interest at a rate of 4%. 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 day's 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 day's 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 does 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 therefore 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.

## APPENDIX B

### ARTICLE XLII RETIREMENT

#### 42.11 DEFERRED RETIREMENT OPTION PLAN: DROP

A. Overview. After attaining the minimum requirements for a normal service retirement/pension, any employee who is a member of the Southfield Police Command Officers Association (“SPCOA”) 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 Command Officers Association (“SPCOA”) 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 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 SPCOA 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 SPOCA shall agree upon (i.e., I.R.C. section 415(m) benefit plan) after consultation with appropriate legal counsel.

**CITY OF SOUTHFIELD  
COMPREHENSIVE DENTAL EXPENSE INSURANCE  
SUMMARY OF EXPENSE BENEFITS**

**Provided by AETNA**

- Benefit.....100% of Covered Dental Expenses for Type I services  
90% of Covered Dental Expenses for Type II services  
60% of Covered Dental Expenses for Type III services
- Maximum Benefit.....\$2,000 for expenses in any one calendar year for employee and each qualified dependent. This maximum applies separately to each insured family member.
- Orthodontic Lifetime Maximum.....An additional \$2,000 for employee and each qualified dependent.
- Type I Services.....Include routine exams, teeth cleaning and fluoride application, x-rays, space maintainers and palliative treatment.
- Type II Services.....Include teeth extractions, oral surgery, fillings, anesthetics, periodontal treatment, root canal therapy, injection of antibiotics, repair or replacement of crowns or inlays, relining of dentures, inlays, gold fillings and crowns.
- Type III Services..... Include fixed bridgework, inlay and crown abutments, partial or full dentures, including precision attachments and orthodontics for employee and qualified dependents. Orthodontic services are covered at 60% with a lifetime maximum expenditure of \$2,000.



**CITY OF SOUTHFIELD  
COMPREHENSIVE DENTAL EXPENSE INSURANCE  
SUMMARY OF EXPENSE BENEFITS**

**Provided by AETNA**

Exclusions..... Include cosmetic treatment, replacement of lost, stolen or missing devices and charges that are not reasonable and customary. The plan coordinates benefits with other group plans.

Dependent children between the ages of 19 and 25 are only covered if they are full-time students.

**SEE CLAIM FORMS FOR:**

Predetermination..... May be required whenever the proposed course of treatment is expected to exceed \$150. This protects you against unreasonable charges or improper treatment and gives the dentist and you knowledge of what will be paid as AETNA will advise both you and your dentist in writing.

Our local Dental Consultant will contact the dentist if there are any problems involving treatment.

Assignment.....Your dental benefits may be assigned to your dentist.

Policy Number..... **353931** You will not receive a card from AETNA for dental or optical insurance benefits, therefore, this policy number must accompany all claim forms. Claim forms are available in the Human Resources Department.

Claim Processor..... You or your dentist may call **1-800-562-6316** for any questions relative to coverage.

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