

6/30/95
Ratification completed
12/30/93
Thomas J. Mearns
Gen. Rel. Dir.

TENTATIVE AGREEMENT

The City of Southfield and the Southfield Command Officers Association agree that, subject to ratification by both parties, the Agreement of July 1, 1990 through June 30, 1993 is amended as follows:

1. Section 27.3 is amended to: All or any portion of an individual's compensatory time balance may be converted to pay upon the officer's request.
2. Section 34.4, add: 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.
3. Section 40.1: Effective July 1, 1993, a cleaning allowance of 350.00 per year shall be paid annually lump sum in July.
4. Add to Section 42.4: Effective upon ratification by both parties, for all retirements occurring after this date, in computing final average compensation for pension, retroactive payments shall always be distributed over the time the payments were earned.
5. Article 42, Add new section:

For the period beginning upon ratification by both parties and terminating on 6/1/95, employees may elect to purchase credited years of service for pension benefit determination, not to exceed five years. This service shall be active duty service in the Armed Forces of the United States (Army, Navy, Marines, Air Force, Coast Guard). The employee exercising this option shall pay the total cost so that there shall not be any additional cost either to the City or to the pension plan. The following conditions shall apply.

- a. The employee must be vested at the time the purchase is begun.
- b. The military service applied to the City pension cannot be service which is used for a military pension.
- c. The employee may not purchase time which would result in credited years of service greater than twenty-five years.
- d. The employee shall pay the cost of the actuarial determination of the cost for the employee.

Southfield, City of

- e. The cost may be paid at the time of the election of the option or it may be paid over a term of ten years. It is understood that if the extended payment is elected, the cost will include interest on the payments as determined by the City's actuary. The extended payments shall be by payroll deduction. Time may be purchased only during the time the employee is an employee of the City and within the Act 345 retirement system. If the employee becomes ineligible to continue payments, the purchase shall be prorated as determined by the City's actuary. Payment must be completed 30 days prior to the submission of a request to retire.
 - f. The purchase shall have no other effect on the determination of final average compensation other than that the number of years of service shall be increased by the amount of time purchased.
 - g. The parties agree that the determinations made by the City's actuary to insure that there is no cost to either the City or to the pension plan are final and not subject to the grievance procedure.
6. Effective 7/1/93, increase all rates by 4%.
Effective 7/1/94, increase all rates by 3%.
7. Add new article: 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.
8. Add new article: 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.
9. Add new article: If for the contract year 94-95, the City negotiates improvements with the SFFA or SPOA on any of the issues listed below, the City will offer the same improvements on the same basis to the SPCOA: a) dental coverage for retirees, b) post-retirement pension improvement, c) inclusion of sick and/or vacation banks in FAC. This provision applies

only to negotiated changes; it does not apply to an award by an Act 312 panel.

10. Amend the first paragraph of 53.1 to: This Agreement shall be effective from July 1, 1993 and shall remain in force until June 30, 1995, and thereafter may be extended upon mutual agreement of the parties for successive periods of sixty (60) days until a new contract is negotiated.

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: R. Dowell

Title: M.A.P.

Date: 12/8/93

Name: Dennis F. Green

Title: President SPCOA

Date: 12-8-93

Name: Joseph E. George

Title: WAGE NEGOTIATOR

Date: 12-8-93

FOR THE CITY:

Name: Thomas J. Marshall

Title: Lab. Rel. Dir.

Date: 12-8-93

Name: _____

Title: _____

Date: _____

ARTICLE XLIV
ANNUAL WAGES, RATES AND INCREMENT STEPS

44.1: Wages.

Effective July 1, 1993 (4%)

	<u>Start</u>	<u>6 Months</u>	<u>12 Months</u>
Corporal	\$43,151	\$44,643	\$46,102
Sergeant	\$47,345	\$48,833	\$50,315
Lieutenant	\$51,541	\$53,015	\$54,508

Effective July 1, 1994 (3%)

Corporal	\$44,446	\$45,982	\$47,485
Sergeant	\$48,765	\$50,298	\$51,824
Lieutenant	\$53,087	\$54,605	\$56,143