

Ratified
4/8/76
DM
6/30/97

TENTATIVE AGREEMENT

The City of Southfield and the Southfield Deputy Chiefs Association agree that, subject to ratification by both parties, the Agreement of March 26, 1993 through June 30, 1995 is amended as follows:

- 1. The term of the agreement shall be July 1, 1995 through June 30, 1997.
- 2. Effective 7/1/95, wages were increased by 3% as set forth below.
Effective 7/1/96, wages shall be increased by 4% as set forth below.

ANNUAL WAGES, RATES AND INCREMENT STEPS

	<u>Effective July 1, 1995 (3%)</u>		
	<u>Start</u>	<u>6 Months</u>	<u>12 Months</u>
Deputy Chief	\$60,767	\$62,590	\$64,468
	<u>Effective July 1, 1996 (4%)</u>		
Deputy Chief	\$63,198	\$65,094	\$67,047

- 3. Amend No. 5 of the Agreement to:
"For the term of this agreement, benefits shall be the same as the SPCOA contract for July 1, 1995 through June 30, 1997 except as otherwise specified herein." [Delete remainder.]
- 4. New Article: The Family Medical Leave Act (FMLA) shall be administered according to the 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 the parties contract. The City's has the option to send an employee returning from a FMLA controlled leave for a medical examination to determine ability to return to work.

Southfield, City of

FOR THE UNION:

Name: Donald Collins
 Title: President
 Date: 03/01/96
 Name: John Walsh
 Title: 1st President
 Date: 3-96

FOR THE CITY:

Name: Thomas J. Murch
 Title: Lab. Rel Dir
 Date: 3/4/96
 Name: John Thompson
 Title: Chief of Police
 Date: 3/8/96

TENTATIVE AGREEMENT

The City of Southfield and the Southfield Deputy Chiefs Association agree that, subject to ratification by both parties, the agreement of March 26, 1990 through March 25, 1993 is amended as follows:

1. The term of the agreement shall be March 26, 1993 thorough June 30, 1995.
2. The amendments to the SPCOA agreement for the term July 1, 1993 through June 30, 1995 set forth in the TENTATIVE AGREEMENT, dated 12/8/93, with the understanding that the wage adjustments set forth in Number 6 of the SPCOA agreement have already been effected for the SDCA.
3. Effective 7/1/94, the employee contribution of five percent of earnings base for retirement shall be eliminated.
4. Item 5 of the prior agreement is retained with the understanding that to have effect after June 30, 1995 the contract would have to be extended by the mutual agreement of both parties and the effect of Item 5 would be as set forth in the parties extension agreement.

FOR THE CITY OF SOUTHFIELD

Name: Thomas J. Maul
 Title: Asst. Dir.
 Date: Aug. 5, 1994
 Name: _____
 Title: _____
 Date: _____

FOR THE SOUTHFIELD DEPUTY CHIEFS ASSOC.

Name: Robert Collins
 Title: President
 Date: 08/05/94
 Name: Michael A. Wall
 Title: Deputy Chief - Vice President
 Date: 8-5-94

MICHIGAN STATE UNIVERSITY
 THE HONORABLE COLLECTION
 LABOR AND INDUSTRIAL

- 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

*Ratification completed
12/30/93
Thomas J. M...
Exec. Rep. 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.

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. Dwyer

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. Ward

Title: Asst. Dir. HR

Date: 12-8-93

Name: _____

Title: _____

Date: _____

AGREEMENT

1. The City of Southfield hereby recognizes the Southfield Deputy Chiefs Association as the sole and exclusive bargaining agent with respect to wages, hours, and conditions of employment for employees in the current rank of Captain in the Southfield Police Department.
2. Subject to ratification by the City of Southfield City Council, the City of Southfield and the Southfield Deputy Chiefs Association agree:
3. This agreement, except as otherwise specified herein, shall be effective upon ratification by the City Council for the term March 26, 1990 through March 25, 1993.
4. Except as otherwise specified herein, benefits shall be the same as the benefits in the SPCOA agreement of July 1, 1988 through June 30, 1990 as set forth in item 8 below, including but not limited to the improved pension provision and the paid retiree health insurance without deduction from the employee's sick bank.
5. For the term of this agreement which is after June 30, 1990, benefits shall be the same as for the SPCOA except as otherwise specified herein. Deputy Chiefs shall have wage adjustments of the same percentage as the percentage effected for Lieutenants. If the Lieutenants' wage adjustment has not been effected at the time the management employees' wage adjustment is effected in any year covered by this Agreement, the City shall estimate the future percentage wage adjustment for Lieutenants and effect this percentage adjustment for Deputy Chiefs. At the time the Lieutenants' wage adjustment is effected, the wage adjustment for Deputy Chiefs shall be adjusted retroactively to its effective date if it is different by more or by less than the adjustment made for Lieutenants. A payroll deduction(s) may be used to recoup overpayment.

This provision shall not apply to any reduction in retiree health insurance in the event that such reduction should be negotiated with the SPCOA; if this should occur, the parties shall reopen this agreement on this issue alone and negotiate an equivalent adjustment which shall not include any reduction in retiree health insurance unless mutually agreed to by the parties.
6. The items stated in this section 6 are bargained as a package. The increased FAC factors are in exchange for the provision on the selection of the Chief of Police. Unless otherwise mutually agreed, the following items shall not be subject to negotiation for a period of ten years ending on March 25, 2000.
 - a. Deputy Chiefs shall not be paid any overtime or compensatory time. Their salary is complete compensation for all hours worked, and the parties agree that the position of Deputy Chief is exempt from the FLSA or any other overtime or compensatory time requirement. Overtime already paid or compensatory time already banked on the effective date of this agreement shall be used in computing FAC according to the current method.

Deputy Chiefs shall be paid at their regular rate without deduction from banked hours for holidays not worked by other management

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3-30-90

employees. Deputy Chiefs ~~shall~~ work on such holidays if required by the responsibilities of their position without any additional compensation. Deputy Chiefs shall continue to be paid in December for the same number of holidays as are paid under the SPCOA contract.

Deputy Chiefs shall participate in the management employee bonus pool at such times that this pool is authorized by the City Council.

b. Final Average Compensation shall include, in addition to the payments already included, the amount of payment for 50% of banked sick hours paid as a result of retirement to a maximum of 500 hours.

c. The title of Captain shall be changed to that of Deputy Chief. The change in title shall not affect wages or conditions of employment, notwithstanding the CITY OF SOUTHFIELD CHARTER, Section 6.20 -FIRE AND POLICE DEPARTMENTS - PARITY OF COMPENSATION or any other Charter or ordinance provision. It is understood and agreed that wages and conditions of employment shall be as set forth in this agreement.

d. Paid membership in additional professional organizations as shall be mutually agreed.

e. The provisions of Act 78, Public Acts of 1935, as amended and the regulations adopted thereunder, shall not apply to the filling of the Police Chief position, it being understood that the City may fill the position of Police Chief either from within, or from outside of, the bargaining unit.

The provisions of Act 78, Public Acts of 1935, as amended, shall not apply to the position of Police Chief.

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

The right to decide the number and location of facilities, stations, etc., functions to be performed, maintenance and repair, amount of supervision necessary, machinery and equipment, methods, schedule of work, together with the selection, procurement, design, engineering and 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.

The City may schedule the regular hours of Deputy Chiefs entering the bargaining unit after the effective date consistent with the hours of other management employees and shall not have to bargain this issue.

8. The following articles from the SPCOA agreement for July 1, 1988 through June 30, 1990 are incorporated by citation below:

- Article X, Grievance and Arbitration Procedure
- Article XII, Joint Responsibilities
- Article XIII, Regular Sick Leave
- Article XIV, Sick Leave (Reserve)
- Article XV, Furlough and Annual Leave
- Article XVI, Funeral Leave
- Article XVII, Personal Business Leave
- Article XVIII, Suspension of Leaves
- Article XX, Physical Examination
- Article XXI, Discipline
- Article XXII, Personnel Files
- Article, XXIV, Longevity
- Article XXXIV, Hospitalization Insurance
- Article XXV, Optical Insurance
- Article XXVI, Life Insurance
- Article XXXVII, Dental Insurance
- Article XXXVIII, Disability Insurance
- Article XXXIX, Clothing Allowance, Sections 39.1 and 39.2.
- Article XL, Cleaning Allowance
- Article XLI, Education Pay Program
- Article XLII, Retirement, except:
 - 42.2 Omit paragraph three regarding SPCOA unit size.
 - 42.4 Average Final Compensation Restrictions is modified by the specific provisions of the SDCA agreement.
- Article XLIII, Use of City Recreation Facilities

FOR THE CITY OF SOUTHFIELD

FOR THE SOUTHFIELD DEPUTY CHIEFS ASSOCIATION

Name: Thomas J. Marshall

Name: Michael L. Martin, Pres.

Date: 3-30-90

Date: March 30, 1990

Name: _____

Name: John M. Hood

Date: _____

Date: March 30, 1990

Name: _____

Name: Robert J. Brown

Date: _____

Date: March 30, 1990

NAME: Donald F. Fracassi
Donald F. Fracassi, Mayor

NAME: Patrick G. Flannery
Patrick G. Flannery
City Clerk

3/25/93

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Southfield, City of

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RELATIONS DIVISION
Michigan State University

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Article XLIII, Use of City Recreation Facilities

FOR THE CITY OF SOUTHFIELD

FOR THE SOUTHFIELD DEPUTY CHIEFS ASSOCIATION

Name: Thomas J. Marshall

Name: Michael L. Martin, Pres.

Date: 3-30-90

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Name: _____

Name: John M. Hood

Date: _____

Date: March 30, 1990

Name: _____

Name: James S. Brown

Date: _____

Date: March 30, 1990

NAME: Donald F. Fracassi
Donald F. Fracassi, Mayor

NAME: Patrick G. Flannery
Patrick G. Flannery
City Clerk

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DEPUTY CHIEF SALARY RANGES:

		<u>7/1/91</u>	<u>7/1/92</u>
START	\$51,664	\$53,472	\$55,076
6 MOS	\$53,214	\$55,076	\$56,728
12 MOS	\$54,810	\$56,728	\$58,430

CURRENT DEPUTY CHIEF SALARIES:

COLLINS	\$51,664	\$55,076	\$58,430
HOOD	\$54,810	\$56,728	\$58,430

COMMAND OFFICER INCREASES:

7/1/91	3.5%
7/1/92	3.0%



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