

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF DETROIT
AND
DETROIT POLICE COMMAND OFFICERS ASSOCIATION**

RE: EXTENSION OF DROP PROGRAM

This Memorandum of Understanding ("MOU") is made and entered into this ____ day of October, 2024, between the City of Detroit ("City") by and through the Detroit Police Department ("DPD") and the Detroit Police Command Officers Association ("DPCOA") for the purpose of extending the existing Deferred Retirement Option Plan ("DROP") as follows:

1. The City shall use reasonable efforts to obtain Bankruptcy Court approval to modify its confirmed bankruptcy Plan of Adjustment to permit it to amend Article 12 of the Combined Plan for the Police and Fire Retirement System of the City of Detroit ("Combined PFRS Plan"), such that a confirmed limited DROP participant is permitted to request an extension beyond the current maximum of ten (10) years for up to an additional five (5) years as fully described below:

a. Upon reaching ten (10) years of participation in the DROP, a confirmed participant may petition the Chief of Police for an extension of his/her retirement date in one (1) year increments not to exceed a total of fifteen (15) total years.

b. The Chief of Police, at the Chief's sole discretion, may approve or deny a request for extension which shall not be grievable, unless contrary to federal or state civil rights laws, or subject to litigation or complaint in any format, after review of the following factors:

- The criticality of the vacancy that would be created by the retirement of the member;
- Current staffing levels and the skill sets of the remaining officers, or lack thereof, to continue the operations in the area of the participant's responsibilities without disruption;
- Past performance of the member making the request;
- Disciplinary history while a participant in the DROP; and
- Other characteristics that would establish the member's value to the Department.

2. The participating member whose employment is extended by this MOU shall remain able to perform the essential functions of a police officer subject to existing personnel and professional Department standards.

3. Any motion before the Bankruptcy Court seeking to amend the Combined PFRS Plan shall reiterate that the proposed amendment to the DROP Plan as described

herein shall not affect those members who are currently grandfathered into the unlimited DROP program.

4. Paragraph (3) of §12.1 of the Combined PFRS Plan shall be amended to provide as follows:

“(3) Notwithstanding paragraph 2 of this section or any other provision of this Plan, a member of the Detroit Police Command Officers Association shall be entitled to participate in the DROP program under the Component I for the maximum of ten (10) years. At the end of such ten (10) year period of participation in the DROP program, the member shall be retired and separated from employment. If, however, at the time of the scheduled DROP retirement date, the Chief of Police determines that the skill set or value of the member who is retiring would result in a hardship on department needs or operations, the Chief of Police after mutual agreement with the member may grant an extension of the retirement date in one (1) year increments not to exceed an additional five (5) years for a total of fifteen (15) total years in the DROP. A member granted this extension shall continue to be subject to the below listed criteria.

A member who is participating in the DROP program pursuant to this paragraph §12.1(3) or pursuant to Component II or the Police and Fire Retirement System must be able to perform the essential functions of a police officer, assigned for the duration of his or her participation in the DROP program. Provided, however, that if a member, while participating in the DROP program pursuant to this paragraph §12.1(3) for Component II of the Police and Fire Retirement System requires and is granted restricted duty for 365 consecutive days or more, that member may be retired and separated from employment after the end of such granted time period if the member is unable to perform the essential functions of a police officer.

While participating in the DROP program pursuant to paragraph §12.1(3) or pursuant to Component II or the Police and Fire Retirement System, a member of the Detroit Police Command Officers Association must receive annual satisfactory performance evaluations according to the performance evaluation standards then in place for sworn officers. Any such member who receives an unsatisfactory performance evaluation shall be entitled to the improvement and appeals processes then in place, as well as final review by the Chief of Police. Such processes, but not the evaluation standards, will be discussed and negotiated between the parties prior to implementation. If a member receives a final unsatisfactory evaluation, that member shall be retired and separated from employment.

5. Nothing in this agreement shall conflict with or supersede the Chief of Police's authority, under City Charter or the Master Agreement with the Detroit Police Command Officers Association, to de-appoint a member.”

The terms of this MOU shall become effective on the date of execution and shall be retroactive to said date contingent upon approval by the Bankruptcy Court.

IN WITNESS WHEREOF, the parties have affixed their signatures below.

Dated this 29th day of October, 2024.

DETROIT POLICE COMMAND
OFFICERS ASSOCIATION

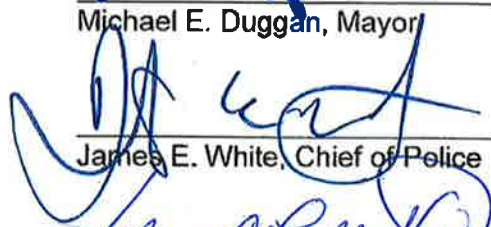


Stacy Alvarado, President

CITY OF DETROIT



Michael E. Duggan, Mayor



James E. White, Chief of Police



Valerie A. Colbert-Osamuede
Deputy Director of Labor Relations