



500 West Big Beaver
Troy, MI 48084
troymi.gov

COUNCIL AGENDA ITEM

Date: January 4, 2024

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager
Rob Maleszyk, Chief Financial Officer
Jeanette Menig, Human Resources Director

Subject: 2011 Early Retirement Incentive Program (ERIP)

During the Great Recession, the City's total Taxable Value decreased by nearly 23% from \$5.56 billion in 2008 to \$4.31 billion in 2013. The City's operating tax revenue decreased by nearly 19% from \$36.49 million in 2008 to \$29.59 million in 2013. During that time, the City's full-time workforce decreased nearly 31% from 467 full-time positions in Fiscal Year 2008-2009 to 323 full-time positions in Fiscal Year 2013-2014.

In 2011, City Council approved an Early Retirement Incentive Program (ERIP) to reduce operational expenses. It authorized the implementation of the Program for Classified and Exempt Employees (non-union) on February 7, 2011. City Council also authorized City Management to negotiate participation in the Early Retirement Incentive Program with represented Employees Retirement System members in collective bargaining proceedings. Implementation of the Program was authorized by collective bargaining group as follows:

- November 22, 2010: Troy Fire Staff Officers Association (TFSOA)
- May 16, 2011: American Federation of State, County and Municipal Employees (AFSCME) and Michigan Association of Police (MAP)
- June 6, 2011: Troy Command Officers Association (TCOA)
- July 11, 2011: Troy Police Officers Association (TPOA)
- July 25, 2011: Troy Communications Supervisors Association (TCSA)

Although the timing for each collective bargaining group was different, the incentives were the same. The Program included two options: a cash incentive or a Defined Contribution to Defined Benefit conversion. The purpose of this memo is to provide information about the TPOA implementation.

- Ninety-four (94) employees were TPOA members at the time.
- Forty-five (45) of those 94 employees were in the Defined Benefit plan.
- Forty-nine (49) of those 94 employees were in the Defined Contribution plan.
- Thirty (30) of those 94 employees (nearly 32%) were eligible for the Program.
- Fifteen (15) of those 30 eligible employees (50%) retired under the Program as described below.



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Cash Incentive

Eligible employees in either the Defined Benefit or Defined Contribution Pension Plan could elect to receive a cash incentive equal to \$1,000 for each actual complete year of credited service with the City as of June 30, 2011. However, the incentive was not included in any computation of Final Average Compensation (FAC) under any provisions of the Retirement System.

- Eleven (11) employees in the Defined Benefit plan elected to receive a cash incentive and retired under the ERIP.
- Only one (1) employee in the Defined Contribution plan elected to receive a cash incentive and retired under the ERIP.

Defined Contribution to Defined Benefit Conversion

Eligible employees in the Defined Contribution Pension Plan could elect to transfer their total accumulated balance (including all employee contributions and interest thereon) to the Defined Benefit Plan. Their pension was based solely on the value of their accumulated Defined Contribution balance at the date of transfer as determined by the Retirement System's actuary.

- Only four (4) employees in the Defined Contribution plan elected to transfer their balance to the Defined Benefit plan and receive a pension based solely on the value of those assets.
 1. Age 56.4; \$1.37 million transferred; \$118,000 regular annual pension
 2. Age 61.4; \$1.13 million transferred; \$107,000 regular annual pension
 3. Age 55.7; \$1.01 million transferred; \$86,000 regular annual pension
 4. Age 56.6; \$960,000 transferred; \$83,000 regular annual pension

The 2011 Early Retirement Incentive Program (ERIP) was a cost-saving workforce reduction strategy and an alternative to layoffs. The City currently has budgeted positions vacant due to the nationwide police officer shortage. Accordingly, City Management does not recommend negotiating an early retirement incentive program at this time.

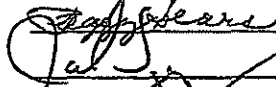
Following ratification of the TPOA collective bargaining agreement in July 2023, the City began investigating the feasibility of creating a new defined benefit and/or a hybrid retirement plan for the bargaining unit. The City and the Union are meeting in January and may discuss a conversion program at that time.

LETTER OF UNDERSTANDING

This Agreement, entered into on the 5th day of July, 2011, between the City of Troy and the Troy Police Officers Association:

The Early Retirement Incentive Plan consisting of two options (cash incentive of \$1,000.00 per year of service or Defined Contribution to Defined Benefit) will be offered to the eligible members of the bargaining unit (upon the same eligibility rules as other City of Troy bargaining units) provided that an actuarial evaluation for said Plan determines that implementation of the Plan for the unit is at least cost-neutral. The Plan shall be made available to eligible members for a period of at least 90 days after ratification.

FOR THE CITY:



Dated: 9/20/11

FOR THE UNION:



Dated: 9/20/11

Liquor License Applicant :	Hollywood Super Market No. 3, LLC
Type of License Requested :	Transfer Ownership of 2010 SDD and SDM licensed business from Hollywood Super Market, Inc.
Located at :	2670 W. Maple Road, Troy, MI 48084, Oakland County
MLCC Request # :	578974

and

(b) Agreement

WHEREAS, The Troy City Council deems it necessary to enter into agreements with applicants for liquor licenses for the purpose of providing civil remedies to the City of Troy in the event licensees fail to adhere to Troy Codes and Ordinances;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** an agreement with the liquor license applicant named in the approved resolution above, and hereby **AUTHORIZES** the Mayor and City Clerk to **EXECUTE** the document, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: All-7

No: None

MOTION CARRIED

I-5 Ratification of 2008-2013 Contract Extension to 2015, and Approval of Early Retirement Incentive Program – Troy Police Officers Association (TPOA)

Resolution #2011-07-160

Moved by Schilling

Seconded by Kerwin

WHEREAS, A tentative agreement has been reached between the City of Troy and TPOA extending the 2008-2013 contract to June 30, 2015; and

WHEREAS, Michigan's continuing rising unemployment and reductions in the taxable value of real estate are adversely affecting the City of Troy's operating revenues;

WHEREAS, Michigan's continuing economic distress has led City management to project significant budget short-falls for fiscal years 2011, 2012; 2013;

WHEREAS, Economic uncertainty demands that the City of Troy government reduce operational expenses while improving efficiency and effectiveness;

WHEREAS, One recognized means of reducing operational expenses while simultaneously creating opportunities for reorganization and restructuring is to provide a voluntary separation incentive for City employees to retire;

WHEREAS, Approximately 14 Troy Police Officers Association (TPOA) members will meet the eligibility criteria for retirement from City employment as of June 30, 2011; and 14 Troy Police Officers Association (TPOA) members are within five years of meeting the eligibility criteria for retirement from City employment as of June 30, 2011; and

WHEREAS, The proposed *Early Retirement Incentive Program* has been reviewed and is recommended by City management as a mechanism to reduce workforce levels, create position vacancies, and provide City management with the opportunity to reduce costs, reorganize and restructure operations;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **AUTHORIZES** implementation of the following *Early Retirement Incentive Program* to be offered to the Troy Police Officers Association (TPOA) members who will be eligible to retire, or are within five years of eligibility, on or before June 30, 2011, provided that the program is economically beneficial to the City of Troy; and

BE IT FURTHER RESOLVED, That the *Early Retirement Incentive Program* **MAY BE** offered during a minimum 45-day window of opportunity, with said incentive being the option of a lump sum payment of \$1,000 for each full year of retirement service as of June 30, 2011 or the conversion from a DC pension plan to a DB pension plan; and

BE IT FURTHER RESOLVED, That funding for the *Early Retirement Cash Incentive Program* **SHALL BE OBTAINED** from funds made available in the Department's budget, and funding for the Early Retirement DC to DB Program **SHALL BE** obtained from the funds contained in the members' DC accounts; and

BE IT FURTHER RESOLVED, That employees in the Defined Benefit and Defined Contribution retirement plans desiring to participate in the *Early Retirement Incentive Program* **MUST FILE** written application to retire no less than 30 days in advance of their requested retirement date which shall be no later than November 15, 2011 with the Employees' Retirement System on the appropriate form; and

BE IT FURTHER RESOLVED, That the lump sum Early Retirement Incentive pay **SHALL NOT** be included in the final average compensation (FAC) for employees on the Defined Benefit Plan. Contributions **WILL BE** made to an employee's Defined Contribution Plan or Defined Benefit Plan by the City of Troy and the employee as a result of this lump sum payment.

BE IT FINALLY RESOLVED, That Troy City Council hereby **AUTHORIZES** City Management to negotiate participation in the Early Retirement Incentive Program with represented Employees Retirement System members in collective bargaining proceedings; and

BE IT FINALLY RESOLVED, That a two-year extension to the 2008-2013 collective bargaining agreement between the City of Troy and TPOA for the period July 1, 2013 through June 30, 2015 as presented is hereby **RATIFIED** by the City Council of the City of Troy, and the Mayor and City Clerk are **AUTHORIZED TO EXECUTE** the final agreement.

Yes: All-7
No: None

MOTION CARRIED

The meeting **RECESSED** at 9:37 PM.

The meeting **RECONVENED** at 9:45 PM.

I-6 Traffic Committee Recommendations and Minutes – June 15, 2011

Resolution #2011-07-161

Moved by Kerwin

Seconded by Slater

RESOLVED, That a STOP sign be installed on the Provincial northbound approach to Rothwell.

Yes: All-7

No: None

MOTION CARRIED**I-7 Application Regarding Transfer of Stock for Mr. Pizza, Inc.**

Resolution #2011-07-162

Moved by McGinnis

Seconded by Fleming

(a) Request To Transfer Stock

RESOLVED, That Troy City Council hereby **CONSIDERS** for **APPROVAL** a liquor license request as indicated below, and hereby **AUTHORIZES** the Mayor and City Clerk to **EXECUTE** the document, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Liquor License Applicant :	Mr. Pizza, Inc.
Type of License Requested :	Transfer All Stock Interest in 2010 SDD and SDM Licensed Business, wherein Amira Shemami Transfers 10,000 shares of stock to new stockholder, Najib Jr. Najib Shemami.
Located at :	4973 Livernois, Troy, MI 48098, Oakland County
MLCC Request # :	572153

and

(b) Agreement

WHEREAS, The Troy City Council deems it necessary to enter into agreements with applicants for liquor licenses for the purpose of providing civil remedies to the City of Troy in the event licensees fail to adhere to Troy Codes and Ordinances;

EARLY RETIREMENT INCENTIVE PROGRAM 2011
TPOA Employees

PROGRAM DESCRIPTION:

The City of Troy is implementing an Early Retirement Incentive Program (ERIP) in the form of two options, a cash incentive or a DC to DB conversion, in order to reduce personnel costs to accommodate budget constraints. The Program is being offered to eligible employees if the employee signs a Letter of Understanding with the City of Troy and, in the case of a union employee, that union agrees to the terms and conditions of the Program. Participation in the Program is entirely voluntary. Interested eligible employees in either the DB Pension Plan or the DC Pension Plan may elect to participate, but can only select one of the available options. Participating employees must retire on or before the date specified in the Plan.

INCENTIVE OPTIONS:

Cash Incentive

Eligible employees in either the Defined Benefit or Defined Contribution Pension Plan may elect to receive a cash incentive that is equal to \$1,000 for each actual complete year of credited service with the City of Troy as of June 30, 2011. The cash incentive will be issued not later than three weeks after the employees' designated retirement date. The number of years for which the cash incentive is made shall not include years of service granted for prior government service from an employer other than the City of Troy.

For those employees participating in the Defined Benefit Pension Plan, the incentive will not be included in any computation of Final Average Compensation (FAC) under any provisions of the Retirement System. Both the City and the employee will make the required contributions to the plan.

For those employees participating in the Defined Contribution Pension Plan, the employee and the City of Troy will each contribute their appropriate percentage to the plan.

DC to DB Conversion

Eligible employees in the Defined Contribution Pension Plan may elect to transfer their total accumulated balance (including all employee contributions and interest thereon) to the City of Troy Employees Retirement System-Defined Benefit Plan. Their pension will be based solely on the value of their accumulated DC account balance at the date of transfer as determined by the Retirement System's actuary.

GENERAL CONDITIONS:

Employees who are eligible to participate in the Early Retirement Incentive Program will be sent notification following approval of the program by City Council. The notice will include the Early Retirement Incentive Program Voluntary Resignation Agreement and Release of Claims form, a Receipt form and a Waiver of Review Period form. Employees will have a minimum of

45 days in which to consider the Release in order to seek counsel regarding their rights. If the employee chooses to waive the 45-day review period, he/she must submit the signed Waiver. Employees who elect to participate in the Program must submit the signed Release not later than the end of the window period and will have seven (7) days after signing to revoke their decision. Retirement dates are subject to approval, and retirement must occur not later than November 15, 2011.

ELIGIBILITY REQUIREMENTS:

The Program will be available to TPOA employees who meet the age and service requirements for normal or early retirement as of June 30, 2011, or are within five years of eligibility, as defined by the Employee Retirement System Ordinance or by the respective collective bargaining agreement. These eligibility requirements are as follows:

GROUP A

Regular Retirement

25 years of service; or
Age 60 with 10 years of service

Early Retirement

Age 55 with 10 years of service

GROUP B

Those within five (5) years of eligibility as stated above

EFFECTIVE DATES:

Window Period (45-days minimum): July 20, 2011 through October 18, 2011

Revocation Period Ends (7 days): October 25, 2011

Retirement Not Later Than: November 15, 2011

**CITY OF TROY
VOLUNTARY RESIGNATION AGREEMENT
AND RELEASE OF ALL CLAIMS**

THIS VOLUNTARY RESIGNATION AGREEMENT AND RELEASE OF ALL CLAIMS (“Release”) is made by and between _____ (“the Employee”), an individual who resides at _____, and the City of Troy (“the Employer”), a municipal corporation.

WHEREAS, the Employee is currently actively working and is employed full-time by the Employer and is represented by the Troy Police Officers Association (TPOA); and

WHEREAS, the Employer has negotiated with the TPOA union and on June 27, 2011 the TPOA ratified a tentative agreement agreeing to implement an Early Retirement Incentive Plan (“ERIP”); and

WHEREAS, on July 11, 2011 the Employer ratified the tentative agreement to implement an Early Retirement Incentive Plan (“ERIP”); and

WHEREAS, as a result of the ratification the Employer is offering the Employee an opportunity to participate in the ERIP; and

WHEREAS, the Employee desires to irrevocably resign and retire from his/her employment with the Employer in order to participate in the ERIP; and

WHEREAS, the Employee acknowledges that she/he has been advised that she/he has no less than forty-five (45) days to consider this Release; and she/he has seven (7) days after signing this Release within which to revoke this Release, which will not become effective or enforceable until after the seven (7) day revocation period expires; and that she/he should consult an attorney before signing this Release;

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Employee and the Employer agree as follows:

1. The Employee hereby tenders his/her voluntary resignation and intends to retire from his/her employment with the Employer which shall become effective upon acceptance by the Employer but in no event earlier than July 20, 2011 and in no event later than November 15, 2011.

2. After receipt of this Release executed by the Employee and upon the Employee’s resignation and retirement, the Employer will provide the Employee with an Early Retirement Incentive Program Defined Contribution (DC) to Defined Benefit (DB) Conversion. The employee will be permitted to transfer his/her total accumulated balance (including all employee contributions and interest thereon) to the City of Troy Employees Retirement System-Defined Benefit Plan (the

“Retirement System Defined Benefit Plan”). The employee acknowledges that in consideration of the ability to revert back to the Retirement System Defined Benefit Plan, his/her pension will be based solely on the value of his/her accumulated Defined Contribution Plan account balance at the date of transfer as determined by the Retirement System’s actuary.

3. Accordingly, the employee hereby authorizes and requests ICMA-RC, the Plan Administrator for the City of Troy Employees Defined Contribution Plan to transfer the total amount of his/her account balance in the Defined Contribution Plan as of _____, 2011, in the amount of \$_____, to the Defined Benefit Plan in accordance with this Agreement. His/her accumulated balance in the Defined Contribution Plan consists of employee contributions in the amount of \$_____ plus investment returns on the employee contributions in the amount of \$_____ (his/her “accumulated employee contributions”), and employer contributions in the amount of \$_____ plus investment returns on the employer contributions in the amount of \$_____. The employee fully understands and acknowledges that only his/her accumulated employee contributions transferred from the Defined Contribution Plan will be considered as accumulated employee contributions in the Defined Benefit Plan and subject to distribution in the event of his/her death and death of his/her named beneficiary, if any, prior to the receipt of total pension payments greater than the total of his/her accumulated contributions.

4. The Employee acknowledges that his/her resignation and retirement is voluntary, and he/she may not be eligible for unemployment compensation benefits.

5. In exchange for the Employee accepting the benefits of the ERIP, the Employee, for herself/himself, her/his successors, representatives, heirs and assigns, hereby releases and discharges the Employer, ICMA-RC, the Retirement System, its Board of Trustees, and any entities which are affiliated with it, its elected officials, employees, attorneys, insurers, agents, successors and assigns, and the TPOA union, from any and all suits, causes of action, complaints, charges, grievances, obligations, demands, or claims of any kind, whether in law or in equity, either direct or indirect or known or unknown (“CLAIMS”), including pre- and post-employment causes of action, based on the Employee’s employment with and termination of employment with the City of Troy, except for any claims or rights that may arise after the date the Employee signed this Release or rights which cannot by law be released by private agreement. This Release specifically includes but is not limited to:

- a. Any and all CLAIMS arising out of the transfer of assets as provided herein or benefits provided by, or associated solely with, participation in the Defined Contribution Plan;
- b. Any and all CLAIMS for future wages or fringe benefits;
- c. Any and all CLAIMS for wrongful discharge, including any rights to just cause protection, or continued employment with the Employer;

- d. Any and all CLAIMS of alleged employment discrimination in violation of federal, state or local statute, ordinance, judicial precedent or executive order, including but not limited to claims of discrimination on the basis of age, race, color, religion, sex, national origin, veteran status, disability, height, weight, familial status or marital status, as well as claims under Title VII of the Civil Rights Act, 42 U.S.C. 2000 et seq., as amended, the 1978 Pregnancy Discrimination Act, 42 U.S.C. 2000 et seq., the Age Discrimination in Employment Act, 29 U.S.C. 621 et seq., as amended, the Americans with Disabilities Act, 42 U.S.C. 12101 et seq., as amended, the Rehabilitation Act of 1972, 29 U.S.C. 701 et seq., as amended, the Family and Medical Leave Act of 1993, 29 U.S.C. 2601, et seq., as amended, the Elliott-Larsen Civil Rights Act, MCL 37.2101 et seq., as amended, the Persons with Disabilities Civil Rights Act, 37.1101 et seq., as amended and any other applicable federal, state or local law, rule or ordinance of any kind;
- e. Any and all suits in tort, including but not limited to any CLAIMS for misrepresentation, invasion of privacy, negligence, defamation, libel, slander, interference with contract or prospective economic advantage, intentional infliction of emotional distress, and negligence;
- f. Any and all CLAIMS for compensation or damages of any kind;
- g. Any and all CLAIMS under any federal or state statute relating to employee benefits or pensions (except claims to any benefits, such as pension, already vested and due and owing to the Employee through state law);
- h. Any and all CLAIMS for attorney fees and costs;
- i. Any and all contractual CLAIMS (except claims made based upon this Agreement);
- j. Any and all CLAIMS arising out of the United States Constitution or the State of Michigan Constitution, including, but not limited to, any and all due process or equal protection claims;
- k. Any and all CLAIMS regarding the tax consequences or liability regarding the ERIP;
- l. Any and all CLAIMS concerning the terms and conditions or any other aspect of the ERIP;
- m. Any and all suits or administrative CLAIMS of any nature now pending in any forum whatsoever, to the extent they apply to the Employee; and
- n. Any and all CLAIMS to a monetary recovery based upon claims or rights which may not be released by law through a private agreement.

6. The Employee hereby waives any and all rights of reemployment, seniority or reinstatement she/he may have with the Employer.

7. To retain eligibility, the Employee must fulfill her/his contractual obligations through her/his retirement date to participate in the ERIP. Death or disability after application for the ERIP is not considered a failure to fulfill contractual obligations and will not preclude an eligible employee from participating in the ERIP.

8. The Employee agrees that she/he has not relied upon any representations regarding the availability or unavailability of this specific program or one similar to it for employees in the future. It is the current intent of the City that this ERIP is a one-time offer. However, the Employer reserves the right to offer or not offer the same or similar program at any time in the future.

9. The Employee understands that this ERIP may be a taxable event and could be taxed based upon the appropriate rates per IRS regulations.

10. This Release and the ERIP Program Description contain the entire understanding and agreement of the parties regarding this subject matter, and shall be binding upon the respective parties and their heirs, executors, successors, administrators and assigns. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Release and the ERIP Program Description but not expressly set forth in this Release or the ERIP Program Description are of no force and effect.

11. If any provision of this Release is adjudicated by a court of competent jurisdiction or a governmental agency to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Release that can be given effect without the invalid or unenforceable provision.

12. The terms of this Release are contractual and not a mere recital, and may not be changed, waived, discharged, or terminated, except by a written amendment to this Release executed by the parties to this Release.

13. This Release and the ERIP shall be governed by the laws of the State of Michigan.

14. The parties acknowledge that the Employee has been provided forty-five (45) days to consider this Resignation and Release of All Claims and has been advised of the right to consult with an attorney regarding the terms of this document and her/his rights under the state and federal statutes and common law. To formalize such acknowledgment, the Employee has executed "Exhibit A" attached to this Release. The Employee further acknowledges that, should she/he determine to execute this Release prior to the expiration of the forty-five (45) day review period, she/he shall execute "Exhibit B", waiving such forty-five (45) day review period. Finally, the parties acknowledge that the Employee may revoke this Resignation and Release of All Claims by providing written notice of such revocation to the City of Troy before the end of seven (7) days following the execution of this Release.

By signing below, the Employee acknowledges that he/she has read all seven (7) pages of this Release, including Exhibits A and B, and fully understands their contents, terms and effect. He/she has been advised to talk to an attorney before signing this Resignation and Release of All Claims. By signing below, he/she is stating that he/she has either talked to an attorney about this Resignation and Release of All Claims, or that he/she wishes to go ahead on his/her own without the advice of any attorney. He/she is agreeing to the terms and conditions of this Resignation and Release of All Claims voluntarily and of his/her own free will.

Employee Signature

Employee (print name)

Date

WITNESS:

Subscribed and sworn to before me this
_____ day of _____

_____, Notary Public
_____ County, Michigan

My commission expires: _____

APPROVED:

City of Troy

Date

Effective Date of Employee Severance

**EXHIBIT “A”
RECEIPT OF RESIGNATION AND RELEASE OF ALL CLAIMS**

I acknowledge that:

1. I have received a copy of the Resignation and Release of All Claims. I have read all seven (7) pages, including Exhibits “A” and “B”. I fully understand its terms and recognize that it is legal and binding. I am acting voluntarily and of my own free will in signing it.
2. I have not relied on any representations or promises of any kind made to me except for those contained in the Program Description and the Resignation and Release of All Claims. I have not relied on any representations about the availability or unavailability of this specific program or one similar to it for City of Troy employees in the future.
3. I have had the opportunity to seek, and have been advised in writing to seek legal advice before signing the Resignation and Release of All Claims. I have either done so or voluntarily decided not to consult an attorney.
4. I have been provided with a copy of the Program Description for the Early Retirement Incentive Program (ERIP).
5. I was given at least forty-five (45) days to consider the ERIP and its implications, as well as the Resignation and Release of All Claims, before signing it.
6. On the date I received the ERIP Resignation and Release of All Claims, I received information supplied by the Employer concerning (1) the class, unit, or group of individuals covered by the ERIP, the eligibility factors for the ERIP, and any time limits applicable to the ERIP and (2) the job titles and ages of all individuals eligible for the ERIP and the ages of all individuals in the same organizational unit who are not eligible for the ERIP.
7. I understand there is a seven (7) day “revocation” period. This means that I have seven (7) days after signing the Resignation and Release of all Claims to revoke it by providing written notice of such revocation to the City of Troy. After the seven-day period, however, my decision is binding and irrevocable.
8. Participation in the ERIP is something of value, in addition to that to which I am already entitled.

EMPLOYEE

Dated: _____

EXHIBIT "B"
WAIVER OF FORTY-FIVE DAY REVIEW PERIOD

I acknowledge that I was provided with a copy of the Resignation and Release of All Claims on _____, 2011. I have had an opportunity to review it, have been afforded the opportunity to have it reviewed by an attorney of my choosing, and have made the decision to execute it prior to the expiration of the forty-five (45) day review period. Therefore, I have executed the Resignation and Release of All Claims today, and I understand that I have seven (7) days from today to revoke it by providing written notice of such revocation to the City of Troy.

EMPLOYEE

Dated: _____



POLICE OFFICERS ASSOCIATION OF MICHIGAN

27056 Joy Road • Redford, Michigan 48239-1949 • 313 937-9000 • FAX 313 937-9165

September 12, 2023

Jeanette Menig, Human Resource Director
City of Troy
500 W. Big Beaver
Troy, MI 48084

Re: Officer Lisa Rockafellow

Dear Human Resource Director Menig:

Officer Rockafellow was hired April 5, 1999. At that time she was in the Defined Benefit retirement plan, (DB). Under the DB plan, only legally married spouses are eligible for death benefits. As a result of Lisa's marital status, she opted out of the DB plan, and into the Defined Contribution (DC) plan so her domestic partner could receive benefits. At the time of her hire, and opting into DC, same sex marriage was not recognized in the United States.

This status changed in 2015, whereupon same sex marriage was legalized. Lisa and her domestic partner were legally married on July 13, 2015.

Through no fault of her own, Lisa opted out of the DB because of her situation, if same sex marriage had been legal at her date of hire, and or, at the opt date, Lisa would have remained in the original DB plan.

The union, on behalf of our members, is requesting to allow her to opt back into the DB plan, with all past service credits. All DC monies would be returned to the city/pension plan.

Opting back into the DB plan has been done before, and we believe in all fairness, Lisa should be given the same opportunity.

Your attention to this would be appreciated.

Sincerely,

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

Kenneth E. Grabowski
Business Agent

KEG/dme



500 West Big Beaver
Troy, MI 48084
248-524-3300
troymi.gov

November 2, 2023

TPOA and POAM
Mike Giordano
Ken Grabowski
Sent via email

Dear Mike and Ken,

The City received your request for Officer Lisa Rockafellow to convert from the Defined Contribution retirement plan to the previously available Defined Benefit (pension) retirement plan. We understand that this request is predicated on personal and legal changes that occurred since the original selection was made.

I regret to inform you that we are not able to grant this request at this time.

Sincerely,

A handwritten signature in black ink that reads "Jeanette Menig". The signature is written in a cursive, flowing style.

Jeanette Menig
Human Resources Director

c: Mark Miller, City Manager
Bob Bruner, Deputy City Manager
Rob Maleszyk, Chief Financial Officer
Frank Nastasi, Police Chief