

**COLLECTIVE
BARGAINING AGREEMENT**

Between

CITY OF SOUTHFIELD

and

AFSCME, LOCAL 3636

July 1, 2022, to June 30, 2025

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AGREEMENT

This Agreement made and entered into this 1st day of July 2022 by and between the City of Southfield (hereinafter called the "Employer" or "City") and Local Union 3636, affiliated with Council 25 of the American Federation of State, County and Municipal Employees AFL-CIO (hereinafter called the "Union"). Whenever the term "Agreement" is used in this document it shall be synonymous with the term "Contract."

1. PURPOSE AND INTENT

1.1 The purpose of this Agreement is to set forth the terms and conditions of employment covered by this Agreement.

1.2 If during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby.

2. DEFINITIONS

2.1 Career Position. A career position is a position of indefinite duration with regularly scheduled hours of at least twenty per week, and which accordingly has been designated by the City as a career position.

2.2 Career Employee. An employee who has been appointed to a career position.

2.3 Regular Employee. A career employee who has successfully completed a new hire probationary period.

2.4 Years of Service. Years of services are equal to City seniority as defined in Article 13.

2.5 Employee. Employee shall mean a full-time employee. If the bargaining unit includes other than full-time employees in the future, the seniority and benefits shall be prorated as they are under the ACS rules in effect at the time unless and until the parties negotiate other provisions.

3. RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, wages, hours of employment and other conditions of employment for all supervisory employees of the City of Southfield employed in the following classifications:

Accounting Coordinator
Assistant Building Official
Building Department Specialist
Cable Manager
Central Services Supervisor
Code Enforcement Manager
Communication Superintendent
Coordinator-Operations & P&R Facilities
Coordinator - Parks/Forestry/Environmental Projects
Counseling Coordinator
Cultural Arts Division Coordinator
Custodial Supervisor
Facility Supervisor

Librarian III - Assistant Technology Coordinator
Library Coordinator - Adult Services
Library Coordinator - Support Services
Library Coordinator - Technology
Library Coordinator - Youth Services
Fleet Supervisor
Office Supervisor I
Officer Supervisor II
Parks and Operations Supervisor
Physical Plant Maintenance Coordinator
Public Relations Manager
Public Works Supervisor II
Senior Adult Division Coordinator

Food and Beverage Supervisor
Housing Manager
Librarian III -Assistant Support Services Coordinator

Traffic Engineer/Project Engineer
Administrative Engineer
Design Engineer

Excluding employees in other bargaining units, all elected officials, all executive, exempt, confidential employees and all district court employees and all other employees.

4. CHECK-OFF

The Employer agrees to deduct from the pay of each employee from whom it receives an authorization to do so who is covered by this Agreement the amount specified under the authorization form.

Each employee utilizing the City deduction for pay for the remittance of sums to the Union shall provide the City with an authorization in the form as follows:

Authorization for Payroll Deduction

By

(Last Name)

(First Name)

(Middle Name)

To

I hereby request and authorize you to deduct from my earnings each month an amount established by the Union as monthly dues. The amount deducted shall be paid to the President of the Union.

Changes in the regular amount of monthly dues or service bargaining fee may be made no more than once in a twelve (12) month period. Such change shall require signed, written authorization from the President and Secretary/Treasurer of the Union.

Union dues will be deducted by the City each pay period during the term of this Agreement. Such sums deducted from an employee's pay shall be forwarded to the President of Union Local 3636.

In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

The Union shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken, or not taken, by the City for purposes of complying with the provisions of this Article.

The provisions of this Article shall be effective to the extent allowed by law.

5. UNION REPRESENTATIVES

5.1 Bargaining Committee. The bargaining committee may be comprised of up to three employee members. The function of the bargaining committee shall be to negotiate new or modified agreements with the City. Members of the bargaining committee shall be released from work without loss of normal compensation to participate in bargaining sessions, after receiving approval from their supervisor, which approval shall not be withheld except in exceptional circumstances. In the case of such exceptional circumstances, it may be necessary to reschedule bargaining. When submitting its contract proposals to the City, the Union shall at the same time inform the City in writing of the names of all persons who are members of the bargaining committee. Members of the bargaining committee shall give reasonable advance notice to their supervisors of the time they will be absent from work to participate in bargaining sessions.

5.2 Grievance Committee. Employees selected by the Union to act as Union representatives shall be known as “stewards.” The names of employees selected as stewards and the names of other Union representatives who may represent employees shall be certified in writing to the Employer by the Local Union, and the individuals so certified shall constitute the Union Grievance Committee. The function of the Grievance Committee shall be to represent members for the purpose of processing grievances as provided in the grievance procedure. Members of the Grievance Committee shall be permitted to investigate and process grievances without loss of normal compensation, after receiving approval from their supervisor, which approval shall not be withheld except for reasonable cause. A record of time spent shall be initialed by the Grievance Committee member and retained by the City. Time spent investigating and processing grievances shall not be abused.

6. NO STRIKE OR LOCKOUT

(a) The Union and the employees recognize that strikes (as defined by Section I of P.A. 336 of 1947, as amended, of Michigan Public Employees Relations Act) are contrary to law and public policy. The Employer and employees subscribe to the principle that differences should be resolved by good faith bargaining in keeping with the highest standards of municipal government without interruption of essential governmental services. Accordingly the Union and employees agree that during the term of this Agreement they shall not direct, instigate, participate in, encourage or support any strike, sit-down, stay-in, slow-down, in any department or any unlawful inter-activity interfering with the operation of government.

(b) In the event of a work stoppage, or other curtailment of, or interference with production, the City shall not negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until the Union has made an earnest effort as set forth in Section (c) below.

(c) In the event of a work stoppage, or other curtailment the Union shall immediately instruct the involved employees in writing that their conduct is in violation of the contract, that they may be disciplined up to and including discharge and instruct all such persons to immediately cease the offending conduct.

(d) No lockout of employees shall be instituted by the Employer during the term of this Agreement.

7. MANAGEMENT RIGHTS AND RESPONSIBILITIES

(a) It is recognized that the government and management of the City, the control and management of its properties and the maintenance of municipal function and operations are reserved to the City and that all lawful prerogatives of the City shall remain and be solely the City's right and responsibility. Such rights and responsibilities belonging solely to the City are hereby recognized, prominent among which but by no means wholly inclusive are, all rights involving public policy, the right to decide the number and location of plants, stations, etc.; work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedule of work together with the selection, procurement, designing, engineering, and the control of equipment and materials, and the right to purchase service of others, contract or otherwise. If the City deems it necessary to contract for work presently performed by employees within the bargaining unit which results in a permanent loss of work for such employees it is agreed that the matter will be discussed between the Union and the City and that an effort will be made by the City to place such employees in accordance with the seniority and layoff sections contained herein. Further, that the City will extend every reasonable consideration to the placement of said seniority employees who are qualified into other positions with the City in accordance with its rules and regulations.

(b) It is further recognized that the responsibility of the management of the City for the selection and direction of the working forces including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons, is vested exclusively in the City, subject only to the seniority rules where applicable, grievance procedure, and other express provisions of this Agreement.

8. PLEDGE AGAINST DISCRIMINATION AND COERCION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, sexual orientation, race, color, national origin, religion, weight, height, physical or mental disability, genetic information, family status, gender identity, arrest record, political affiliation or any other classification protected by federal, state or City of Southfield law. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees. The Employer agrees not to interfere with the rights of employees becoming members of the Union, and there shall be no discrimination, in reference, restraint or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee's activity in an official capacity on behalf of the Union.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

9. QUALIFIED EMPLOYEES WITH A DISABILITY

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; 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. However, a ruling by a court shall have precedence over the contract or an arbitrator's decision.

10. SETTLEMENT OF DISPUTES

10.1 Definition

A grievance is a dispute between the City and the Union pertaining to the interpretation or application of the provisions of this Agreement.

10.2 General Provisions

- (a) Not more than one grievance may be submitted to the same arbitrator at the same time unless mutually agreed upon between the parties. A class grievance (not excluded herein) is a grievance involving more than one member where the facts involved are identical to all those affected.
- (b) The City will supply a written response at each STEP when provided herein; provided, however, in the event the City fails to respond within the time limits as provided in any STEP, the Union must nevertheless then process the grievance to the next higher STEP within the prescribed time limits. Proceeding by the Union to the next higher step is not to be construed as a waiver by the Union to a written statement where applicable.
- (c) Any grievance not submitted in writing within fifteen (15) calendar days of its occurrence shall be automatically closed and forever held for naught.

(d) Any grievance not appealed from a decision in one of the steps of the above procedure to the next step within the time and as prescribed, shall be considered closed.

10.3 Grievance Procedure

STEP 1: (Verbal) Any employee having a grievance shall first take up the matter with the employee's immediate supervisor. The grievant may, at his or her request, have a Union grievance committee member present. The supervisor shall render a decision within five (5) working days of the meeting.

STEP 2: (Written) If the grievance is not resolved at STEP 1 above, the grievant shall have seven (7) working days from the date the response was due to submit the grievance in writing to the department director or designate. The written grievance shall be submitted by the grievance committee and shall contain at least the following information:

- (a) Section(s) of the Agreement allegedly violated.
- (b) Name(s), times(s), date(s) and location(s) of alleged violation.
- (c) Action(s) that constituted alleged violation and parties involved.
- (d) Remedy sought to correct alleged violation.

The written grievance shall be discussed between a member or members of the grievance committee and the department director or designate. The department director or designate shall have five (5) working days from the date of submission at STEP 2 in which to render a written decision.

STEP 3: (Written) If the grievance is not resolved at STEP 2 above, the president of the Local Union or designate shall have seven (7) working days from the date the response was due to submit the grievance in writing to the city administrator or designate, who shall arrange a meeting at a mutually agreeable time within ten calendar days to discuss the grievance. The city administrator or designate shall have seven (7) working days from the date of the meeting at STEP 3 to render a written decision.

STEP 4: If the grievance is not resolved at STEP 3 above, the Union shall have thirty (30) calendar days from the date the response was due from STEP 3 to file with the American Arbitration Association or FMCS.

- (a) In the event the parties have not selected an arbitrator within fifteen (15) working days of the date of filing of arbitration proceedings, or within such period of time as may be mutually agreed upon in writing, an arbitrator shall be selected in accordance with the rules and procedures of the American Arbitration Association unless another arbitrator or procedure shall be mutually agreed upon.
- (b) The power of the arbitrator stems from this Agreement and her or his function is to interpret and apply this Agreement and to pass upon alleged violations thereof. The arbitrator shall not have the power to add to, subtract from or modify any of the terms of this Agreement, nor shall the arbitrator have any power or authority to make any decision which shall require the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the arbitrator shall be final and binding upon all parties and the cost of the arbitrator shall be borne equally by the parties to this Agreement.
- (c) The City shall not be required to compensate witnesses for time spent attending arbitration hearings.

10.4 Special Conferences. In mutual recognition that important matters may arise during the term of this agreement that justify a meeting between the Union and the Employer, the parties hereby agree to meet as necessary for such purposes.

11. DISCIPLINE, SUSPENSION AND DISCHARGE

11.1 Discipline

Disciplinary action or measures shall include only the following, although not necessarily in order:

Oral Reprimand
Written Reprimand
Probation
Suspension (notice to be given in writing)
Discharge (notice to be given in writing)

Disciplinary action may be imposed upon an employee for failure to fulfill her or his responsibilities as an employee. Any disciplinary action or measures imposed upon a regular employee may be processed as a grievance through the grievance procedure.

If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

No disciplinary action shall be predicated upon any disciplinary action which occurred more than three years prior to the disciplinary action at issue.

An employee shall be allowed a Union Steward or Officer, upon request, at any such act of discipline. The President of the Local Union shall be notified of any suspension.

11.2 Discharge

The Employer shall not discharge or discipline any employee without just cause. The President of the Local Union shall be notified of any discharge.

The Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by the Union.

Any employee found to be unjustly suspended or discharged may be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

12. SENIORITY

12.1 Bargaining Unit Seniority. Bargaining unit seniority shall be an employee's length of service from:

1. May 15, 2001, the date the bargaining unit was certified by the Michigan Employment Relations Commission, for employees in the bargaining unit on this date. The relative standing of these employees shall be according to their city seniority with the more senior employee standing higher than the less senior employee.
2. The most recent appointment to a career position in the bargaining unit, for employees not in the bargaining unit on May 15, 2001. Where two or more persons are appointed on the same date, relative seniority shall be determined by the relative standing on the employment list from which certified. However, in all cases of an identical seniority date, persons entitled to preference under the Veterans' Preference Act shall be considered as having greater seniority than those without such preference. Any ties occurring beyond the above provisions shall be decided by lot.

12.2 Regular City Employee Probationary Period. A person who is a regular employee of the City who transfers or promotes into a bargaining unit position shall serve a one-hundred and eighty (180) day probationary period; time spent in an Acting assignment will count towards the probationary period, up to a maximum of ninety (90) days. During the probationary period the City, in its sole discretion, may terminate the employee from the position. The return of the employee to the employee's former position shall be governed by the civil service rules or collective bargaining agreement governing the former position. During the first thirty (30) days of the probationary period, the employee may elect to return to the employee's former position if such return is allowed under the civil service rules or contract controlling the former position.

12.3 Deductions from Bargaining Unit Seniority. The following periods shall be deducted from bargaining unit seniority:

- (a) unpaid leave or suspension which exceeds ten working days; (The total period is deducted, not just the part of the period which exceeds ten working days.)
- (b) time elapsed between periods of layoff and re-employment.

Employees who have deductions from seniority will have an adjusted seniority date which shall be the original seniority date advanced to a new date based on the amount of time deducted from seniority.

12.4 Leaves not Deducted from Seniority. The following shall not result in deductions from bargaining unit seniority:

- (a) military leave during the time of war as defined in the Veterans' Preference Act;
- (b) absence from work due to injuries compensated for under the Worker's Compensation Act;
- (c) approved education leave.

12.5 Loss of Seniority. An employee's bargaining unit and city seniority and employment shall terminate for the following reasons:

- (a) discharge, quit, retirement or resignation;
- (b) absence for three (3) consecutive work days without notifying the City, unless the lack of notice is a result of physical impossibility;
- (c) absence for three (3) consecutive work days without justifiable reason;
- (d) layoff for a period equal to the employee's seniority at the time of layoff;
- (e) failure to return to work within the time specified for recall in section 16.5;
- (f) gives a false reason to obtain a leave or fails to return to work upon the expiration of a leave of absence;
- (g) separation upon settlement covering total disability.

Seniority on promotions or transfer out of the bargaining unit is as provided in Section 13.6.

In the event of rehire, seniority shall not be restored. In the event of rehire, service credit for retirement shall be as set forth in the Retirement Ordinance.

12.6 Promotion or Transfer Out of the Bargaining Unit. An employee who promotes or transfers from a job classification in the bargaining unit to a position outside the bargaining unit shall retain but not accumulate bargaining unit seniority during the employee's probationary period in the non-bargaining unit position. Bargaining unit seniority shall terminate upon completion of the employee's probationary period or upon separation from employment which is not reversed. Within the probationary period, an employee who fails to qualify in the new position or who does not wish to continue in the new position shall be returned to the employee's former position.

12.7 City Seniority. City seniority shall be determined by the Administrative Civil Service (ACS) rules and shall be redetermined according to any changes in the ACS rules except as provided in Section 13.6 above.

12.8 Posting of Seniority Lists. Seniority lists showing city seniority and bargaining unit seniority shall be posted through the month of March each year. All employees, including those absent from work for any reason, shall be presumed to have knowledge of the posted list. If a grievance is not filed by April 15, the seniority list shall be deemed correct.

13. NEW HIRE PROBATIONARY PERIOD

A person who is appointed to position who is not already a regular employee shall serve a new hire probationary period. The probationary period will be for six months from the date of hire. The Employer may, upon agreement with the President of the Union, extend the probationary period up to an additional four months. During probationary period or any extension of it, the City in its sole determination may discipline or discharge the employee and the discipline or discharge shall not be subject to the grievance procedure.

New hire probationary employees accrue vacation leave and sick leave but may not use vacation and sick leave until they become regular employees. Employees may use accrued personal business leave. If employment terminates during the probationary period, accrued vacation banks are paid; there is no payoff for unused sick leave banks.

14. PROMOTIONS, TRANSFERS AND TEMPORARY ASSIGNMENTS

14.1 Promotions and transfers shall be governed by the Administrative Civil Service rules which are in effect at the time of the promotion or transfer, unless there are provisions in this Agreement which are contrary to the ACS rules or which address issues not covered by the ACS rules.

14.2 When a position is vacant because of the absence of an employee who has a legal or contractual right to return to the position, the position may be filled by assigning an employee from within the bargaining unit or by assigning an employee from outside the bargaining unit to fill the position temporarily for all or part of the absence of the employee.

When a position is vacant because of the retirement or other termination of the employee who held the position, the position may be filled by assigning an employee from within the bargaining unit or by assigning an employee from outside of the bargaining unit to fill the position temporarily for all or part of the absence, provided the City agrees to meet with the Union to discuss the temporary assignment if the temporary assignment is to go beyond ninety (90) days.

The starting rate for a temporarily assigned employee shall be set by adding three percent (3%) to the employee's base rate and then by assigning the step in the temporarily assigned classification to the employee that equals this increased rate. If there is not a step that equals this increased rate, then to the first step that is above the increased rate.

15. LAYOFF AND RECALL

15.1 A layoff is any suspension from employment arising out of a decrease in the number of employees employed.

15.2 If an employee is to be laid off, the City shall give written notice of such layoff at least thirty (30) calendar days prior to the effective date of the layoff unless the layoff is caused by an emergency (unforeseen circumstances). A list of the names of such employees shall be furnished to the Union's President on the same date the notice is given to the employees.

15.3 Should the City determine to layoff an employee from a job classification, the employees in the job classification, including probationary employees, shall be laid off in the order of their bargaining unit seniority with the least senior employee being laid off first. Where bargaining unit seniority is equal, the order of layoff shall be determined by city seniority. Job classifications are those set forth in Article 3.

15.4 Employees may not bump into the bargaining unit, nor may employees in the bargaining unit bump outside of the bargaining unit. A laid-off employee shall have the right to bump into a job classification of equivalent or lower compensation level, provided: (1) the bumping employee has more bargaining unit seniority than the employee being bumped, (2) the bumping employee meets the minimum qualifications of the position and is presently capable of performing the bumped employee's job.

15.5 Employees shall be recalled in the inverse order in which they were laid off. The City shall give the employee written notice of recall by sending certified or registered mail to the last address provided by the employee in writing to the City. If the employee fails to report for work within seven (7) calendar days of the recall notice, the employee's employment and recall rights with the City shall terminate.

16. PAY PLAN

16.1 The pay plan for City of Southfield employees consists of a rate or range for each class of positions and provides for increases based on merit.

16.2 Advancement to the next step within a specific salary range is called a merit increase. This increase is based not only on the completion of a specified length of service, but also on the quality of that service. Merit increases are not automatic, but are granted by the Commission only on the recommendation of the employee's immediate supervisor with the approval of the City Human Resources Director.

16.3 An employee will be paid one twenty-sixth (1/26) of his/her annual salary by check every two weeks.

16.4 Except where specifically granted, as in Article 24.14, or required by the FMLA, all City-paid benefits and accrual of leaves shall cease immediately upon expiration of all earned leave time (and/or removal from the current payroll). The employee may upon written request elect to continue in the paid insurance programs at his/her expense as provided under COBRA. Upon electing to continue such coverage, the employee shall pay the monthly premiums in advance by the date determined by the human resources department.

16.5 The afternoon shift is any regular shift starting between the hours of 12 o'clock noon and 10:00 p.m. EST; and midnight shift is any regular shift starting after 10:00 p.m. EST, excluding regular day shift hours. Employees regularly scheduled to an afternoon or midnight shift shall be paid a shift premium for all hours worked on the afternoon or midnight shift. The afternoon shift differential shall be twenty-five cents (\$0.25) per hour; the midnight shift shall be thirty cents (\$0.30) per hour.

16.6 The wage rate upon transfer, promotion or temporary assignment shall be according to the Administrative Civil Service Rules and Procedures in effect when the transfer, promotion or temporary assignment is effected. Effective December 10, 2018, employees who have served in an Acting Capacity for at least six (6) continuous months as of the date of a payoff as provided herein shall be paid at the Acting Pay rate for any such payoffs.

16.7 Direct Deposit. All employees shall be subject to the mandatory direct deposit of all regular and special pays. Advance payments shall not be made.

17. ATTENDANCE

17.1 All employees absent without authorized leave, or who report late on any given shift shall be penalized by way of a pay deduction in multiples of 1/10th of an hour for each six minutes or fraction thereof, for each day or portion of a day. Tardiness may be subject to discipline up to and including discharge. Arrangements for time off must be made with the employee's immediate supervisor, in advance, and in accordance with the provisions of the leave regulations under which the time off is to be taken.

17.2 If an employee is unable to report for work at the start of the shift, the employee shall notify the supervisor as early as possible, but no later than the start of the shift.

17.3 Any employee who is absent from duty a day or part of a day without authorization under provisions of these regulations shall be deemed absent without leave and may be subject to disciplinary action up to and including discharge. If conditions warrant, such absence may be reconciled by a subsequent grant of leave. Vacation and sick leave time shall not accrue during absence without leave.

17.4 The leaves provided for herein may be temporarily suspended during any period of emergency declared by the City Administrator and/or the Mayor.

18. HOURS OF WORK

18.1 Purpose of Article. The sole purpose of this Article is to provide a basis for the computation of straight time, overtime, and other premium wages, and nothing in the Agreement shall be construed as a guarantee or commitment by the City to any employee of a minimum or maximum number of hours of work per day, per week, or per year.

18.2 Regular Workweek. The regular workweek for a full-time employee shall consist of five eight-hour days with an unpaid lunch period each day.

If the City proposes to change the regularly scheduled work days for DPW employees or the starting and quitting times for DPW employees, the City will give thirty calendar day advance notice of the change and discuss the changes with the Union.

18.3 Flexible Working Hours. A department may provide, where feasible, flexible hours. Schedules effected through the flexible hours alternative shall not result in additional cost to the City, including but not limited to, additional leave accrual or overtime. Schedules effected through the flexible hours alternative shall not create precedence or establish a practice, and the offering and continuation of alternate schedules shall be at the sole discretion of the City.

19. OVERTIME COMPENSATION

19.1 Employees shall be paid at a time-and-one half rate for:

1. All hours worked over 40 in one workweek, or all hours worked over 8 in one workday unless the hours worked over 8 in one work day are a result of a work schedule adjusted at the employee's request
2. All hours worked on a 6th consecutive working day

19.2 Employees shall be paid at a double time rate for all hours worked over 40 in a workweek on a 7th workday.

- 19.3 Employees who are required to work on a City-paid holiday shall be paid at the premium rate of time-and-one-half in addition to being paid holiday pay.
- 19.4 The following paid time off from regularly scheduled work shall count as time worked for the purpose of computing overtime: vacation, sick, personal business, bereavement leave, compensatory time taken, jury duty, holiday pay.
- 19.5 For each period of time for which an employee is entitled to pay by this Agreement, the employee shall be paid (or granted compensatory time where applicable) in accordance with that pay provision which entitles the employee to the greatest pay, but the employee shall not be entitled to pay by any other pay provision. Time for which an employee is paid according to the preceding sentence at a premium or overtime rate shall not be counted to enable the employee to receive compensation according to any other pay provision.
- 19.6 Employees who work overtime shall be paid overtime in multiples of 1/10 of an hour for each 6 minutes worked.
- 19.7 Supervisory personnel will, when eligible for overtime compensation, be compensated for Saturday, Sunday and holiday work on the same basis as those employees whom they are supervising, or in accord with the 6th and 7th day overtime provision described herein, whichever is greater.
- 19.8 Employees required to standby during non-duty hours shall be paid one hour per day at a straight time rate.
- 19.9 Employees called in to work outside of their regular work hours shall receive a minimum of two hours pay at the appropriate overtime rate unless the call-in occurs within two hours of the start of their regular shift.
- Employees called in to work outside of their regular work hours shall receive a minimum of three hours pay at the appropriate overtime rate if the employees they are supervising receive a minimum of three hours unless the call-in occurs within three hours of the start of their regular shift.
- 19.10 All employees in the bargaining unit shall have the option, in lieu of overtime pay, of accruing compensatory time off at a time-and-one-half rate. The maximum accumulation of compensatory time shall be one-hundred (100) hours. Overtime hours worked when an employee has a current accumulation of one-hundred (100) compensatory time hours shall be paid as overtime pay.

20. HOLIDAYS

- 20.1 The following days shall be observed as paid holidays

New Year's Day	January 1st
Martin Luther King Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Friday before Easter	Variable Date
Memorial Day	Last Monday in May
Juneteenth Day	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	4th Friday in November
Day Before Christmas	December 24th
Christmas Day	December 25th
Day Before New Year's	December 31st

When any of the above holidays fall on Saturday, Friday shall be observed as the holiday. When any of the above holidays fall on Sunday, the following Monday shall be observed as the holiday. Holiday premiums apply to the day the City is officially observing the holiday.

20.2 Each employee who has actually worked during the seven (7) day period immediately preceding the date observed as a holiday or who was on vacation during that seven (7) day period, and who actually works his or her last scheduled workday before and first scheduled workday after the date observed as the holiday, shall be eligible for the benefits set forth in this Article. An excused unpaid absence or paid absence or authorized personal time off shall be considered as time worked for the purpose of fulfilling the requirement to work the last scheduled workday before and first scheduled workday after the date observed as the holiday. Holiday pay will not be provided if an employee's termination date falls on a City observed holiday. Employees on a Leave of Absence without pay shall not receive any compensation for holidays occurring during said leave.

20.3 An eligible employee who is not required to work on the day observed as a holiday shall receive eight (8) hours' pay at the employee's straight-time rate of pay.

20.4 Employees required to work on days that are observed as paid holidays by the City, shall be granted premium pay at a rate of time-and-one-half the employee's straight-time rate of pay for all hours actually worked on that day, in addition to eight (8) hours' pay at the employee's straight-time rate of pay. Supervisory personnel required to work on days that are observed as paid holidays by the City shall be compensated for holiday work on the same basis as these employees they are supervising, or in accordance with the holiday provision described herein, whichever is greater. Only one premium or overtime rate shall be applied to hours worked; where different rates are indicated, only the higher rate shall be applied. An employee who is required to work on the day observed as a holiday and who does not report for work shall be ineligible for benefits under this Article for that holiday.

20.5 For the purpose of computing overtime, the eight hours pay that is paid to an eligible employee who works or does not work the holiday shall be regarded as hours worked.

20.6 Employees working in classifications which are exempt from the provisions of the Fair Labor Standards Act shall have the option of being paid either at a rate of time-and-one-half or of accumulating compensatory time off at a time-and-one-half rate. It will be the employee's responsibility to indicate their option. If no option is indicated, the employee will be paid.

21. VACATION LEAVE

21.1 Vacation leave is authorized absence from duty, with pay. Employees will be granted vacation leave in accord with the following schedule:

One to five years service	- 2 weeks	(80 hours)
Five to ten years service	- 3 weeks	(120 hours)
Ten to sixteen years service	- 4 weeks	(160 hours)
Sixteen years service	- 4 weeks and one day	(168 hours)
Seventeen years service	- 4 weeks and two days	(176 hours)
Eighteen years service	- 4 weeks and three days	(184 hours)
Nineteen years service	- 4 weeks and four days	(192 hours)
Twenty years and over service	- 5 weeks	(200 hours)

Employees hired on or after June 30, 2020:

One to five years of service	- 2 weeks	(80 hours)
Five to sixteen years of service	- 3 weeks	(120 hours)

Sixteen years of service and over - 4 weeks (160 hours)

Contrary to any existing practice of procedure, employees hired on or after June 30, 2020 will not be credited with an additional week of vacation on the fifth, tenth, fifteenth and any subsequent anniversary date of hire.

21.2 In no case will vacation time be granted until an employee has been employed at least six (6) months. Eligibility for vacation leave shall be computed on the basis of completion of the required number of years service (continuous) with the City on the anniversary hire date. All vacation credits will be earned in one year for use in the following year.

21.3 An employee with less than one (1) full year of service may, with prior approval of the department head, be allowed to take vacation leave which has accrued. The employee may not use this partial vacation leave, however, until he has served his probationary period. Upon prior request of the employee and with approval of the department head, an employee may be given vacation leave for a period of less than a full day. Vacation leave may be granted in minimum increments of one (1) hour.

21.4 Time lost by an employee by reason of absence without pay, or time otherwise not worked or paid for, shall not be considered in computing earned credits for vacation leave. Employees receiving sick leave benefits or Workmen's Compensation payments shall accrue vacation credits for a maximum of thirty (30) days after starting to receive said sick leave and/or Worker's Compensation payments.

21.5 Employees transferred from non-career status to Career Probationary status shall accrue vacation leave from the date he is classified as a Probationary employee.

21.6 Earned vacation leave is meant to be taken and should be scheduled accordingly by all departments at the beginning of each calendar year. The scheduling of vacation time should be by seniority and in accord with departmental need or seasonal work load.

21.7 Employees shall be paid for approved unused vacation time in excess of twice the annual amount of vacation time to which they are entitled which is not taken by December 31 of any calendar year and provided that the employee has taken at least eighty (80) hours vacation or eighty (80) hours of compensatory time off from work during the preceding calendar year. If the employee has not taken at least eighty (80) hours of vacation or compensatory time off from work during the preceding calendar year, vacation in excess of twice the annual accumulation shall be forfeited.

21.8 Vacation schedules shall be set up by the immediate supervisor so as to permit the continued operation of all City functions without interference; in some areas employment of temporary employees will be permitted for limited periods of time so that efficient operation can be maintained.

Employees shall be entitled to vacation pay in any of the following instances:

- (1) Any employee who is unable to take his vacation leave because his work load prevents the granting of a vacation leave at any time during the calendar year shall be paid his regular rate for earned vacation leave.
- (2) Any career employee who terminates employment with the City, either through separation, retirement, or lay-off, shall be entitled to regular pay for any unused portion of vacation time as of such termination.

- (3) Employees who are scheduled for a vacation leave during a holiday may be paid for the holiday or be given additional time off.

21.9 Donation of Vacation Time. In the event that a career employee has exhausted his/her appropriate leave banks and would otherwise be placed on leave of absence without pay, other employees may donate their vacation time to retain this individual on payroll.

The conditions for donation of vacation time, reception of vacation and the effects of such donation shall be according to the policy in effect at the time the donation is made

22. SICK LEAVE

22.1 Sick Leave. An employee shall accrue sick leave at the rate of one (1) working day (8 hours) per month or 12 days (96 hours) per year subject to the following conditions:

- a. An employee who is receiving sick leave or Worker's Compensation benefits shall accrue sick leave only for the balance of the calendar month during which such employee begins to receive sick leave benefits or Worker's Compensation payments. Upon return to work, the employee shall accrue a prorated sick leave credit proportionate to the regular work days worked during the month.
- b. An employee on unpaid leave or no-pay status shall not accrue sick leave while in this status. Such employee shall accrue a prorated credit proportionate to the regular work days worked during the month.

22.2 Sick Leave Use Increments. Upon request of the employee and with approval of the department head, an employee may be granted sick leave in minimum increments of one (1) hour.

22.3 Notification to Supervisor. Sick leave shall not be considered a privilege which an employee may use at his/her discretion, but shall be allowed only in cases of actual sickness or disability. Any employee who becomes ill and unable to report for work must at the start of the shift notify the supervisor on duty on the employee's shift on the first day of absence, and each day thereafter if the employee is not hospitalized, or the absence may not be chargeable against sick leave.

22.4 Physician's Certificate. An examination certificate from a physician may be required as evidence of illness before compensation for the illness period is allowed. The City reserves the right to request such examination of the employee in order to determine validity of absence due to illness, with sick leave compensation provided in accordance with physician's report. Should the physician's report indicate that employee's request for sick leave was not justified, such information may be grounds for discipline up to and including dismissal.

22.5 Use of Regular Sick Leave to Care for an Immediate Family Member. Regular sick leave may be used for leaves granted pursuant to the Family Medical Leave Act (FMLA) to care for a seriously ill spouse, child or parent.

The use of regular sick leave may also be permitted with the approval of the department head to care for a spouse, child or parent in circumstances which do not qualify for leave under the FMLA. This use is limited to one day per occurrence of an illness unless the department head approves a second day. The use of more than two days per occurrence is permitted only for leave granted pursuant to FMLA

Reserve sick leave may not be use for leave under this section.

The employee must be prepared to furnish proof, including a physician's statement if requested, of the reasons for his/her absence. The City reserves the right to request such certification in order to determine the

validity of absence under this section. If adequate medical certification is not made available or does not substantiate evidence of illness justifying the use of sick leave, such information may be grounds for discipline up to and including dismissal.

22.6 Outside Employment Injury. Employees injured during gainful employment for an employer other than the City shall not be eligible for sick or disability benefits.

22.7 Maximum Sick Leave Accumulation. The amount of time allowed an employee for sick leave shall, if not used during the year earned, be accumulated until a total of 150 days is reached, and shall be kept to his/her credit for future sick leave with pay.

22.8 Payment for Accumulated Sick Leave. In the event of resignation or discharge, all accumulated or unused sick leave shall be cancelled and not paid. Compensation for accumulated sick leave upon retirement is covered in Section 32.5. Upon the death of an employee, the employee's designated beneficiary shall be entitled to payment for one-half (½) the amount of deceased employee's unused sick leave.

22.9 New-Hire Sick Leave. An employee with less than one (1) full year of service prior to January 1st may be allowed sick leave in the proportion that his or her actual service bears to a full year of service, i.e., one (1) day per month. An employee may not use this partial sick leave, however, until the new-hire probationary period has been served.

22.10 Attendance Bonuses. The sick leave bonus program will be based on attendance during a calendar year from January 01 through December 31. Any payments or leave balance adjustments will be made on the second pay date in January, immediately following the calendar year under review.

An employee with less than five (5) years continuous service or less than four hundred (400) hours accumulated sick leave, and who takes no more than two (2) days of sick leave in any year shall have two (2) days returned to the employee's sick leave bank.

Employee with more than five (5) years continuous service and more than four hundred (400) hours accumulated sick leave, who takes no more than two (2) days of sick leave in any year shall receive full pay for the two (2) days at normal rate of pay.

Employees who have accumulated the maximum allowable regular sick leave (150 days) and who use no sick leave and who have no other unpaid absence for the year shall receive a perfect attendance recognition payment of \$250.00.

22.11 Sick Leave and Service Time. Paid sick leave shall be considered for all purposes as continuing service except that:

- a. An employee who is receiving sick leave or Worker's Compensation benefits shall accrue sick leave only for the balance of the calendar month during which such employee begins to receive sick leave benefits or Workmen's Compensation payments. (See Section 24.1 a)
- b. An employee who is receiving sick leave or Worker's Compensation benefits shall accrue vacation leave for a maximum of thirty (30) days after the employee begins to receive sick leave benefits or Workmen's Compensation payments. (See Section 22.4)

22.12 Effect of Transfer. An employee shall have to his or her credit unused sick leave when transferred to another department, except in the case where the employee transfers to a position covered by a police or fire department contract. In the case of a transfer to a position covered by a fire department contract, accrued sick leave

shall be cancelled. In the case of a transfer to a position covered by a police contract, accrued sick leave shall be cancelled except that up to 240 hours of accrued reserve sick leave shall remain to the employee's credit.

22.13 Reserve Sick Leave Bank. A reserve sick leave bank is established with accumulation at the rate of four (4) hours per month, with a maximum accumulation of 480 hours.

Use of days in reserve sick leave bank shall be for continuous illness only, and only after regular sick leave bank is reduced to 16 hours or the employee's regular sick bank is less than or equal to 16 hours at the onset of the continuous illness. Reserve sick leave bank accumulation is not subject to pay provisions (such as indicated in Section 24.8, Payment for Accumulated Sick Leave) under any conditions except usage.

"Continuous illness" shall be defined for purposes of this section as hospitalized illness or outpatient surgery or an illness extending for a period of at least twenty-one (21) calendar days. Recurring periods of disability which arise from the same or related causes and which are separated by less than six months of unrestricted work shall be added together in determining whether or not a disability has extended for twenty-one (21) calendar days.

22.14 Status Upon Exhaustion of Sick Leave and Reserve Sick Leave. When an employee receives his/her last check for illness or disability, not including any payment made under the long-term disability program, the employee will be placed on leave without pay for one (1) year in accordance with the provisions of Section 27.1 (Leave Without Pay) except that any employee so placed on leave without pay as a result of having exhausted his/her sick leave due to illness or disability who has a minimum of ten (10) years of continuous service with the City shall retain hospitalization and life insurance benefits for the duration of such leave (not to exceed one year) the cost of which shall be borne by the City; provided, however, that the employee is not physically able to perform other duties with the City as may be determined by the City; and, further, that the employee is not gainfully employed elsewhere. If, at the end of that time, employee is still unable to return to work, employment shall be terminated. The employee shall be eligible for re-employment, provided the employee has a doctor's statement to the effect that the employee is able to discharge his or her required duties; and provided further that a position is available.

Recurring periods of disability which arise from the same or related causes and which are separated by less than six months of unrestricted work shall be added together in determining the eligibility for leave without pay for a maximum of one (1) year.

22.15 Long-Term Disability Program. There is established a long-term disability program for employees to be administered as follows:

- (a) There is a six (6) month waiting period for eligibility. Recurring periods of disability which arise from the same or related causes and which are separated by less than six months of unrestricted work shall be added together in determining the six (6) month waiting period.
- (b) For each day of banked leave in the employee's unused leave banks on the last day worked prior to the beginning of the continuous illness, the employee will receive one day credited to his or her long-term disability leave bank;
- (c) All banked leave must be used prior to use of any long-term disability credits;
- (d) Each day of credit in the long-term disability bank entitles the employee to one day of leave at fifty percent (50%) of base salary, less any payments received by the employee via social security, pension, Workmen's Compensation or other type of program or insurance;

- (e) The long-term disability credits are intended only for use by the employee and are not subject to any payoff upon resignation, retirement, or any circumstances other than illness or disability of the employee
- (f) Employees receiving long-term disability benefits shall be considered as on a leave of absence without pay and subject to the applicable conditions of Sections 24.1 and 27.1.

23. PAID LEAVE

23.1 Personal Business Time. Employees shall accrue 24 hours of personal business time at the start of the fiscal year (July 1).

Arrangements for these days off must be made with the employee's supervisor's approval as much in advance as possible and scheduled so as not to interfere with the proper operation of the City. Personal business leave may be granted in minimum increments of one hour.

Since personal business time must be pre-scheduled, it cannot be used in lieu of sick time. If usage within the fiscal year does not occur, there is no accumulation of unused time into the following fiscal year. There is no payoff of unused personal business time in the event of termination of employment. An employee's birthday is a legitimate use of personal business time.

Scheduling of personal business days may be done on a seniority basis when, in the opinion of the employee's supervisor, the best interests of the City would be served. Authorized use of personal business time will be counted as hours worked for purposes of overtime computation and as an excused absence for calculating holiday compensation.

Newly hired employees accrue two hours per month of personal business time, but they are not eligible to use this time until they have completed the new hire probationary period.

23.2 Bereavement Leave. In case of death in their immediate family, an employee may be granted a leave of absence with pay not to exceed three days (24 hours) for each occurrence.

This leave shall be in addition to other types of leave to which an employee would be entitled. A maximum of five days will be granted provided that attendance at the funeral requires the employee to travel 500 miles (round trip) or more.

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

A leave may be granted, due to extenuating circumstances for a death of someone other than immediate family if the immediate supervisor makes a request on behalf of the employee to the City's Human Resource Office for approval to grant such leave.

23.3 Jury Duty. Career employees required to serve jury duty shall suffer no salary deduction. There is no limit on the length of time an employee may serve on a jury. All jury pay, except mileage, must be paid to the City Controller who shall credit such pay to the proper City fund.

Employees who are excused from jury service prior to the completion of their regular scheduled work hours are expected to return to work. Jury service is a public obligation and the City will not consider requests that employees be excused except when the jury service will be detrimental to the operation of the City. In those cases the City Attorney will work out arrangements to have the employee excused from jury duty.

Employees who are summoned to Court as witnesses on behalf of the employer during their day off, or scheduled vacation, will be compensated for such time by overtime or compensatory time off.

24. DUTY DISABILITY LEAVE

24.1 In order to be eligible for duty disability leave, an employee shall immediately report any injury, however minor, to his or her immediate supervisor and take such first aid treatment as may be recommended, or waive such first aid in writing.

24.2 Employees who are unable to work as a result of an injury or illness covered by the Michigan Worker's Compensation Act and approved by the City's Worker's Compensation insurance carrier shall receive disability pay as set forth below. Recurring periods of disability which arise from the same or related causes and which are separated by less than six months of unrestricted work shall be considered one occurrence, and such periods shall be added together to determine benefit periods.

- (1) First seven (7) calendar days: The City will pay the employee his or her regular pay during the first week of disability. The employee's sick leave will not be charged for this time; time shall be charged to duty disability leave for the working days in the first seven (7) calendar days for each occurrence.
- (2) After seven (7) calendar days: The employee shall receive payment established under regulations of the Worker's Compensation Act, and the following shall apply:
 - (a) The Employer, through a combination of Worker's Compensation payments and City payments, will guarantee a minimum of eighty-five (85%) percent of the basic forty (40) hour weekly wage (or portion thereof). Said guarantee of payment to 85% shall be limited to a maximum of thirteen (13) weeks for each disability in any one (1) year (12 consecutive months).
 - (b) During the first thirteen (13) weeks of disability wherein the provisions of (a) above apply, accumulated sick leave or vacation leave will be charged at the rate of the balance (15%) for full pay. At the end of the thirteen (13) weeks sick leave or vacation leave will be charged on a daily basis proportionately between full pay and Worker's Compensation payments to provide full pay until all such benefits have been exhausted.
 - (c) Worker's Compensation checks which are provided under Section 2(a) and 2(b) above will be made payable to the employee, but they will be delivered to the City's Accounting Department, and will be endorsed by the employee for deposit by the Employer.
 - (d) In the event employee has no accrued leave, or has exhausted all available leave banks, the Worker's Compensation check will be mailed directly to the employee by the Worker's Compensation Insurance carrier, and the employee will receive no other form of compensation, except as provided in (a) above. The employee will be eligible to receive the benefits outlined in Section 22.15 Long Term Disability, subject to the provisions of that Section.
- (3) After fourteen (14) days continuous absence - Worker's Compensation will reimburse the employee at the standard Worker's Compensation rate for the first week's absence previously paid by the City. Employees shall endorse the check to the City of Southfield and deliver it to the City's Accounting Department.

24.3 No employee shall be entitled to duty disability pay for absence due to injuries, if said injuries were received when not on duty with the City.

25. LEAVES OF ABSENCE WITHOUT PAY

25.1 Leave of Absence without Pay. Department heads may grant a leave of absence without pay for up to ten working days in duration. When a leave is to exceed ten working days, in addition to being approved by the department head, the leave must be approved by the Human Resources Director.

A leave of absence without pay may be requested for any legitimate purpose, and must be requested at least 30 days in advance when this is possible. However, if the leave is considered detrimental to the best interest of the City, permission shall not be granted. Leaves of absence without pay may not be granted in lieu of other valid leaves when they are available to the employee. Exception to this rule may be granted only upon specific approval of the Human Resources Director. Leaves of absence without pay may not exceed one year in duration; however, at the discretion of the Human Resources Director, they may be renewed, provided the request is submitted not less than 30 days prior to the expiration date of the leave.

The department head will indicate whether the position will remain unfilled and, if the position will remain unfilled, for how long it will remain unfilled. If the position does not exist upon completion or prior to completion of the leave of absence, and the employee applied for reinstatement within the leave time granted, the employee shall be placed on the appropriate eligibility list for rehire in prior classification or a lower level of the prior classification for a period of nine months. If the employee is applying for a position in the employee's classification which is different from the employee's prior position, the employee may be subject to retesting. If the department head selects the returning employee, the employee may be compensated up to the pay range and step for the classification previously held. Probationary status may be required by the Human Resources Director.

Leaves of absence granted by a department head for up to ten working days in duration are not subject to deduction from length of service in relation to seniority date. Any leave of ten working days developing into a longer period of leave without pay shall become a part of the longer leave of absence. An employee granted a leave of absence for more than ten working days shall not accrue vacation or sick leave unless the employee is on a leave of absence approved the Human Resources Director to accept an appointment to an unclassified position.

Employees on a leave of absence without pay shall not receive any compensation for holidays occurring during the leave.

Except where specifically granted, all City-paid benefits and accrual of leaves shall cease immediately upon expiration of all earned leave time (and/or removal from the current payroll). The employee may upon written request elect to continue in the paid insurance programs at his/her own expense as provided under COBRA. Upon electing to continue such coverage, the employee shall pay the monthly premiums in advance by the date determined by the human resource department.

25.2 Induction or Enlistment into Military Service. An employee who is inducted or enlists in the armed forces of the United States shall be granted leave of absence without pay. Reinstatement rights are as provided by law.

25.3 Vacation allowance for Employees Entering Military Service. Any employee who has served three (3) months, but less than one (1) year with the City, and enters military service shall be granted vacation time at the rate of 6.667 hours per month, with a maximum not to exceed ten (10) days, paid the employee when the employee leaves the City to enter military service. Vacation and sick leave time shall not accrue during periods of military leave. However, upon reinstatement, for the purpose of determining the rate at which vacation time will accrue, the years of service with the City shall be the total of the years of employment plus years and any fractional parts thereof, of required military service.

25.4 Annual Military Training. Employees belonging to the National Guard, Service Reserves or other such units are permitted to take leaves of absence without pay during the annual training period; this leave is not to exceed two (2) weeks per calendar year. Vacation privileges are not affected by such leaves.

25.5 Leave for Unclassified Service. Classified employees who accept appointments in the unclassified service may request an indefinite leave of absence from Civil Service. When such appointment is terminated by the appointing official, the former appointee must request reinstatement to the classified service within thirty (30) days of such termination if reinstatement to the classified service is desired.

25.6 City Required Leave of Absence. Any time an employee is seeking elected office within the City of Southfield and the City requires a leave of absence, the employee will be returned to his/her previous position at the expiration of the required leave, subject to other provisions of the contract.

26. FAMILY AND MEDICAL LEAVE ACT (FMLA)

The Family and Medical Leave Act (FMLA) shall be administered according to the City policies and procedures in effect at the time the leave is requested to extent that these policies and procedures are not in conflict with the parties' contract. The City has the option to send an employee returning from a FMLA controlled leave which was for personal illness or disability for a medical examination to determine ability to return to work.

27. HOSPITALIZATION AND MEDICAL INSURANCE

27.1 Hospitalization Insurance. The City will provide group hospitalization insurance consisting of coverage equivalent to Michigan Blue Cross/Blue Shield PPO 10; \$250/\$500 deductible; 90% co-insurance; co-insurance maximum: \$500/\$1000; Office co-pay, including chiropractic visits: \$10, Emergency Room co-pay if not admitted: \$50. PPO 10 as described above shall apply to employees and retirees who terminate employment after the ratification of the 2010-2012 Agreement (September 12, 2011) and who were hired before the ratification of the 2010-2012 Agreement (September 12, 2011). Retiree health care is also subject to the provisions of Article 31.

The Prescription Drug Co-Pay for all plans for active employees and retirees shall be \$5 generic, \$30 formulary brand (whether or not there is a generic equivalent) and \$60 non-formulary brand. For participants in an HMO, where there is a generic equivalent, and the employee instead takes the brand drug, the employee may be required according to HMO rules to pay the difference between the brand drug and the generic equivalent, in addition to the \$30 or \$60 charge for the brand drug.

27.2 Health Insurance Options. Each employee shall be afforded the opportunity to participate in the City's open enrollment for health insurance providers when such open enrollment is held by the City. Each employee shall be afforded the opportunity to participate in the City's other health insurance options equivalent to the coverage and benefits within the BCBS PPO 10 and other provisions specified herein at the time of hire or at open enrollment for health insurance providers when such open enrollment is held by the City.

The City may also offer as an optional health insurance benefit the Blue Cross/Blue Shield Community Blue 12 Plan, consisting of \$1000/\$2000 annual deductible; 80% coinsurance; \$30 office visit co-pay; \$150 Emergency Room co-pay; \$7/\$35/\$70 Rx, with premium contribution in compliance with PA 152 as approved by City Council.

27.3 The coverage for 27.1 and 27.2 will commence on the first of the month following the initial hire date with the City and will cease when an employee is laid-off, on leave of absence other than FMLA, or terminated for any other reason. In the case of retirement, it will cease unless the employee elects to continue coverage as stated in Article 31.

27.4 Dental Insurance. The City will provide group dental insurance as summarized in Appendix A for the employee and dependents. Such coverage will commence on the first day of the month following employment or election of coverage, and will cease on the last day of the month in which an employee is laid-off, on leave of absence other than FMLA, or terminated for any reason, including retirement.

Beginning December 10, 2018, employees will contribute toward the cost of dental insurance. The bi-weekly payroll deduction, made on a pre-tax basis, starting as soon as practicable following ratification will be:

Single:	\$ 5.26
Two-Person:	\$10.25
Family:	\$16.82

27.5 Optical Insurance. The City will provide group optical insurance as summarized in Appendix B (Blue Vision with VSP Choice Network 12/12/24) for the employee and dependents. Such coverage will commence on the first day of the month following employment or election of coverage and will cease on the last day of the month in which an employee is laid-off, on leave of absence other than FMLA, or terminated for any reason, including retirement.

Beginning December 10, 2018, employees will contribute toward the cost of optical insurance. The bi-weekly payroll deduction, made on a pre-tax basis, starting as soon as practicable following ratification will be:

Single:	\$.90
Two-Person:	\$1.83
Family:	\$3.04

27.6 Married Couples. Effective March 6, 2007, for active employees and future retirees who are eligible for City provided retiree health care, in the case of married couples where both spouses work for the City, or both spouses are retired from the City, or one spouse works for the City and one spouse is retired from the City, only one spouse will be eligible for a health insurance policy, dental policy and optical policy and may include the other spouse and dependents if eligible. A spouse who is an employee and who is covered under his or her spouse's policy will be eligible for an annual payment equal to \$1,300.00 for employees with two-person coverage and \$1600 for employees with family coverage, payable on a biweekly basis. This payment is not available to retirees.

27.7 Medical Opt-Out Program

Eligibility:

Employees can waive coverage for employer provided medical benefits and receive an incentive bonus **in lieu of coverage** if covered under:

- a spouse's employer provided, non-City of Southfield group health plan.
- a group health plan available through another employer
- any other qualifying plan, other than individual coverage

Opt-outs are conditional based on the employee providing proof of other group coverage each year. Proof of alternative coverage shall be documented by completing a form provided by the Human Resources Department. The employee will attest that neither the employee nor their tax family has or will have individual coverage during the plan year.

Exclusions:

You are ineligible to receive the Opt-Out payment if you are:

- retired from the City of Southfield.
- covered by Medicaid

- absent due to a Worker's Compensation injury in excess of three (3) months; opt-out benefits will be suspended.
- on a leave of absence during which City paid medical benefits are not provided.

Incentive Benefit Period:

The incentive benefit will be spread equally over bi-weekly pay periods on a calendar year basis. Enrollment will take place during the City's annual open enrollment period. Payments will commence in January of the following year. Benefit will be pro-rated for participation of less than a full calendar year.

Incentive (Opt-Out) Payment:

- \$1,600.00 to employees with family coverage who waive City health benefits
- \$1,300.00 to employees with two-person coverage who waive City health benefits
- \$1,000.00 to employees with individual coverage who waive City health benefits.
- Part-time employees will receive a 50% or 75% payment depending on their part-time status.

These payments will be taxable to the recipient.

Enrollment:

- (a) New Employees will have 30 days after becoming eligible for City health benefits to complete an application for waiver (opt-out) and submit documentation of other coverage. Applicants who miss the deadline will again be eligible at open enrollment.
- (b) Employees, other than new hires, must complete the application and documentation process during the annual Open Enrollment period in September of each year. You will be notified if your application is approved. Annual re-enrollment will not be required. You will automatically be re-enrolled until such time as you reinstate your City of Southfield health benefits. If you are terminated from the program, you will receive a termination letter.

Qualifying Events for Changes:

Your participation in the Opt-Out Waiver Program will remain in effect unless you file a form provided by the Human Resources Department indicating a Qualifying Event to withdraw from the program or to enroll in the program outside of the Open Enrollment period.

Qualifying Events include:

- A change in family status such as marriage, divorce, annulment, legal separation.
- The death of a participant, spouse or dependent.
- The birth or adoption of an eligible dependent child
- Meeting the terms of a Medical Support Order of the court.
- Termination of employment, including retirement.
- A change in spouse's coverage which is significant and outside the control of the spouse.
- The participant's spouse has a change in employment status, which results in a change of health insurance coverage.
- The taking of, or returning from, an approved unpaid leave of absence (LOA) by the participant. Upon returning, employees may apply for reinstatement within 30 days of returning to work.

Reinstatement of City Health Benefits:

- To reinstate health benefits for the following year, employee must submit application to reinstate to Human Resources during Open Enrollment period.
- To reinstate health benefits due to a qualifying event, the employee must provide proof of the event. Documentation and request for reinstatement must be received within 30 days of the qualifying event. If approved, reinstatement may be made retroactive to the date of the qualifying event. The IRS does not permit retroactive participation to a prior plan year.

Pension:

Opt Out payments will not be included in Final Average Compensation.

27.8 Payment for Medical, Dental and Optical Insurance. The parties acknowledge that they are subject to the Publicly Funded Health Insurance Contribution Act, MCL 15.561, *et seq.*, being Public Act 152 of 2011 as amended, and that the Employer has the right to make the elections and allocations described in that Act. It is agreed that the employees shall be required to make any contributions required under the Publicly Funded Health Insurance Contribution Act through payroll deduction.

If the Publicly Funded Health Insurance Contribution Act (PA 152 of 2011)(“the Act”) is repealed or rendered inapplicable to the bargaining unit, the parties agree that the terms of the Act immediately prior to repeal or inapplicability shall continue until modified by a mutual agreement of the parties. The parties agree to meet to negotiate over the issue within sixty (60) days of the repeal or inapplicability of the Act.

28. LIFE INSURANCE

28.1 The City will provide group term life insurance with accidental death and dismemberment rider for each employee beginning with the date of hire.

28.2 Each employee shall be entitled to life insurance of \$50,000. Such coverage will cease when an employee is retired, laid-off, on leave of absence, or terminated for any reason.

28.3 For employees hired after March 6, 2007, life insurance shall be one times the annual salary (capped at \$50,000).

29. RESIGNATION

29.1 Any employee resigning from the City should give his immediate supervisor at least two (2) weeks notice in writing. In some instances due to the complexity of employee’s position or difficulty on the part of the City in finding a replacement, length of notice may vary.

29.2 In the event of a resignation not including retirement, the employee shall be deemed to have quit on the last actual working day, irrespective of accumulated leaves due the employee. All funds due the employee shall be made in a single settlement. Correspondingly, all paid benefits shall cease on the last actual working day of the resigning employee.

30. RETIREMENT

30.1 The pension shall be as set forth in Ordinance No. 1491, enacted February 24, 2003 except where this agreement specifies a different pension provision. Pension provisions include a pension multiplier of 2.50%, and an unreduced pension when the member’s age plus credited service equals 82. Administrative rules and decisions regarding pension and retirement issues are determined by the Southfield Employee Retirement System (SERS) Board consistent with the provisions of the SERS Ordinance and the City Charter. Any changes that would affect the amount of pension, eligibility for pension or pension contribution for members of the bargaining unit shall not be effected for the bargaining unit unless negotiated. Effective 10/5/2009, employees shall make a 3% non-refundable, pre-tax pension contribution. This contribution will be made on “pensionable” wages, i.e., any compensation that would be included in Final Average Compensation. These pensionable wages include base pay; bonuses (e.g., sick bonus; residency bonus); longevity payment; payment at retirement in consideration of unused vacation accumulation, up to a maximum of two (2) times the annual benefit, for employees hired prior to March 6, 2007; payoff of excess vacation (Article 22.7); shift differential. Pre-tax pension contributions are made in accordance with Internal Revenue Code section 414(h). Overtime compensation is excluded from Final Average

Compensation, as are other payments specified in Ordinance 1551, Section 1.313 (7). The employee pension contribution begins at date of hire. Effective on the paycheck of November 11, 2011, all active employees shall make an additional 2% non-refundable pre-tax pension contribution each pay period (i.e., total of 5.00 contribution). Effective June 29, 2020, all active employees will pay an additional 1% non-refundable pre-tax pension contribution each pay period (total of 6% contribution). This contribution will be made on pensionable wages, i.e., any compensation that would be included in Final Average Compensation.

Employees hired after March 6, 2007 shall be subject to the following pension plan modifications:

Regular retirement eligibility: age 65 with 10 years of service, age 62 with 20 years of service, age 57 with 25 years of service

Benefit multiplier: 2.0%

FAC: highest 5 consecutive years of last 10 years, include a maximum of 100 hours of vacation paid at retirement

Benefit cap: 70% of FAC

30.2 Employees become members of the Retirement System on their first day of work, subject to applicable provisions of the SERS Ordinance.

30.3 Employees who intend to retire from City service must submit a completed Application For Retirement form to the Human Resources Department no later than 30 days prior to the effective retirement date. If the employee chooses to utilize Sick Leave prior to retirement as provided below, the Application For Retirement form is due no later than 30 days prior to the anticipated last day of work. With the concurrence of the Department Head, Applications For Retirement can be withdrawn up to the day prior to the effective retirement date.

30.4 Employees on an approved Leave of Absence Without Pay as provided in Article 27 remain members of the Retirement System during such Leave. Such employees are not permitted to withdraw Accumulated Contributions, if any, from the Retirement System. Any period of Leave of Absence Without Pay which is in excess of 10 working days, including but not limited to Unpaid Suspension and leave protected by the Family and Medical Leave Act (FMLA), does not count towards eligible service credit in the Retirement System. Pension benefits are those that were in effect on the employee's last day of work.

30.5 An employee who is eligible to retire may utilize accumulated sick leave banks in the following manner:

1. An employee who is eligible for a normal retirement benefit may be paid in a lump sum for all accumulated hours of regular sick leave standing to his/her credit as of the effective retirement date, up to a maximum of 320 hours.
2. An employee who is eligible for an early retirement benefit may be paid in a lump sum for all accumulated hours of regular sick leave standing to his/her credit as of the effective retirement date, up to a maximum of 160 hours.
3. An employee who terminates employment and is eligible for a vested deferred pension is not eligible for any payment of sick leave banks as provided above.

30.6 All new employees hired after the ratification of this agreement (not currently in SERS, but employee can choose a blended plan) and placed on the new pay scale will receive retirement through a blended Pension plan administered through the City of Southfield.

Defined Benefits

- a) 1.5% multiply for all years of service
- b) 3 years final average compensation
- c) 10 years vesting
- d) 5% Employee contribution

Defined Contribution

- a) 3% City contribution (The City will match up to 3% of employee contribution)
- b) 3% Employee contribution (employee minimum contribution)
- c) 5 years vesting

31. RETIREE HEALTH INSURANCE

31.1 Effective January 1, 2003, at the same time and in the same manner as those provisions become effective for non-union SERS members, employees who were both hired prior to the ratification of the 2010-2012 Agreement (September 12, 2011) and who retire on or after January 1, 2003 and their eligible spouses or eligible surviving spouses will be eligible to receive medical insurance from the City according to the conditions listed below. Hire dates refer to hire as a career employee.

- A. In order to be eligible to participate in the City-provided retiree health insurance, the employee and eligible spouse (if the employee elects coverage for the spouse) must participate continuously from the time the employee begins receiving a pension. Retirees or spouses who terminate their participation will lose their eligibility to participate again. This subsection A does not apply to the possible interruption in City-provided retiree health insurance set forth in subsection G below.
- B. Retiree health care coverage for those hired prior to March 6, 2007 shall be subject to the following conditions. (Employees hired on or after March 6, 2007 but before September 12, 2011, shall remain covered under Section 33.2. Employees hired on or after September 12, 2011 shall not be entitled to City provided retiree health care insurance, but shall participate in the retiree health care saving arrangement with the City paying \$200 per month and the employee paying 2% of pensionable wages, as provided in Section 31.3)

A retiree with at least 15 years of credited pension service at retirement, but less than 20 years of credited pension service at retirement, shall be required to pay 50% of the applicable cost, premium or illustrative rate per month for retiree and spouse (if spousal coverage is selected).

A retiree with at least 20 years of credited pension service at retirement, but less than 25 years of credited pension service at retirement, shall be required to pay \$75 per month for retiree. Spousal coverage may be added for an additional \$150 dollars per month. (Retiree and spouse costs a total of \$225 per month).

A retiree with at least 25 years of credited pension service at retirement shall be required to pay \$30 per month for retiree. Spousal coverage may be added for an additional \$120 dollars per month. (Retiree and spouse costs a total of \$150 per month).

No retiree health care benefit will be provided by the City for a retiree with less than 15 years of credited pension service at retirement, regardless of any vested pension benefit. No retiree health care benefit will be provided by the City to an employee who terminates service prior to retirement and later collects a vested pension benefit. However, such a retiree or terminated employee will receive a full refund of any employee contributions made to the Southfield Retiree Healthcare Benefits Plan and Trust.

Employees and/or survivors who qualify for a duty-death or duty disability pension under the terms of the SERS plan as modified by the Collective Bargaining Agreement between the City and the Union shall receive the retiree health care benefit described hereinafter as if the employee had obtained 25 years of credited pension service.

Employees and/or survivors who qualify for a non-duty death or non-duty disability pension under the terms of the Southfield Employees Retirement System (SERS) ordinance shall receive the retiree health care benefit described hereinafter as if the employee had obtained 20 years of credited pension service, unless the employee qualified for the 25-year benefit level based on credited service prior to the retirement or death.

- C. When the retiree or covered spouse becomes eligible for Medicare, Medicare A & B must be applied for. Upon receipt of Medicare coverage, the City-provided insurance will change to Medicare supplemental insurance. The Medicare recipient shall be responsible for the Medicare premium. The Medicare premium is not a factor in determining the retiree's share of the premium for City-provided health insurance.
- D. An eligible spouse or surviving spouse is one to whom the member was legally married at the time of retirement. If an employee does not elect a survivorship option for pension, a surviving spouse is not eligible for medical insurance coverage under the City's policy after the retiree's death. Coverage for a spouse terminates upon divorce.
- E. This benefit is not paid for individuals who terminate service prior to vesting or who withdraw their contributions from the retirement system. This benefit is not paid to individuals whose employment terminated or who retired prior to January 1, 2003.
- F. For employees selecting early retirement, the retiree's portion of the post-retirement medical payment shall be the same as that for non-union SERS members.
- G. The City-paid health insurance shall terminate in the case of a retiree and surviving spouse, if that individual assumes employment elsewhere and that employer provides health coverage to its employees which does not substantially differ from that offered by the City; provided that should the individual lose such coverage from the other employer for any reason, including voluntary or involuntary separation of employment, upon production of proof of such loss to the City and satisfaction of continuing eligibility, the City's obligation to provide health coverage shall recommence and the individual shall be re-enrolled with coverage becoming effective the 1st of the month following re-enrollment.
- H. The benefits of this section are not vested. The employee shall be eligible for retiree health insurance coverage according to the conditions in effect on the date the employee retired or on the date the employee terminated service with a vested pension. Eligible employees who terminate service with a vested pension will be eligible for retiree health insurance coverage when they begin to receive their pension. The health insurance plans available to retired employee through the City shall be as determined by the City.
- I. Except as otherwise provided in this collective bargaining agreement, participation in City-paid retiree health insurance shall be subject to the conditions set forth in the Code of the City of Southfield in the Chapter designated Retiree Health Care Benefits Plan and Trust.

31.2 Employees hired after March 6, 2007, but prior to September 12, 2011 shall be subject to the following eligibility requirements and premium co-pays for retiree health insurance:

0-14 years of service: No insurance offered
 15-24 years of service: retiree pays 50% of premium; City pays 50% of premium
 25 or more years: retiree pays 20% of premium; City pays 80% of premium.

The benefits of this section are not vested.

31.3 Employees hired on or after September 12, 2011 shall not be entitled to City provided retiree health care insurance. In lieu of Retiree Health Care, for employees hired on or after September 12, 2011, but prior to June 30, 2020, the City will contribute \$200 per each month employee works to a fund, which will be available upon separation from employment with the City for any qualifying expenses. Employee shall contribute 2% of pensionable wages. The following vesting schedule will apply to Employer Contributions:

3 years of service:	50% vested
4 years of service:	75% vested
5 years of service:	100% vested

For employees hired on or after June 30, 2020, in lieu of Retiree Health Care, the City will contribute \$100 per each month employee works to a fund, which will be available upon separation from employment with the City for any qualifying expenses. Employee shall contribute 2% of pensionable wages. The following vesting schedule shall apply to Employer Contributions:

5 years of service:	50% vested
6 years of service:	75% vested
7 years of service:	100% vested

32. UNIFORMS AND PROTECTIVE CLOTHING

32.1 Employees who are required to wear a uniform while on duty shall receive a uniform allowance of up to \$500 per fiscal year. This allowance will be paid in two equal lump sums of \$250, one during the month of July and the other during the month of January. New hires will receive their first allotment of \$250 with their first paycheck. Eligibility for payment requires the payee to be on the payroll the first day of the month during which payment is made. The allowance shall be spent on items approved by the City such as work pants, work shirts, work shoes, work gloves, work boots, and work jackets.

32.2 All uniforms severely damaged or destroyed in the line of duty shall be replaced by the City.

32.3 If any employee is required to wear protective clothing or any type of protective device as a condition of employment, such protective clothing or protective device shall be furnished to the employee by the City. Any required protective boot or footwear is not covered by this paragraph but may be purchased with the uniform allowance discussed above.

32.4 Uniforms and protective clothing are not to be worn while the employee is not on duty.

33. TUITION REIMBURSEMENT

Effective upon ratification by both parties, employees may qualify for tuition reimbursement of seventy-five (75%) percent of actual tuition and institution-required fees (excluding late fees). The maximum reimbursement will be \$2,500 per fiscal year (July 1 to June 30). In no case shall the reimbursement exceed the actual cost to the employee. Further, the City will reimburse employees an additional seventy-five percent (75%) of the actual cost for books each term in which the employee is entitled to tuition reimbursement. These payments are all subject to the following conditions:

- (1) Course work be taken at or under the direction of an accredited institution.
- (2) Qualifying disciplines shall be: (a) course work related to a function in which the City employs career staff; (b) course work in management or public administration; or (c) course work required

for the completion of a diploma, certificate, or degree in a discipline related to a career classification in the City.

- (3) Course work be pre-approved, in writing, by the employee's Department Director and the Human Resources Department as qualifying for reimbursement. This approval must be obtained and on file with the Human Resources Department prior to class commencement.
- (4) A minimum grade of "B" (3.0 on a 4.0 scale) must be obtained.
- (5) Tuition reimbursement shall not be paid to probationary employees. However, tuition reimbursement may be granted to career employees for courses begun during the probationary period but completed after career status has been granted, provided all other provisions of this Section have been observed.
- (6) An application for tuition reimbursement, along with receipts for tuition and books as well as the final course grade are submitted to the Human Resources Department within thirty (30) days of completing the course. Failure to submit a timely and complete reimbursement application will forfeit the employee's right to such payment.
- (7) In applying for and receiving tuition reimbursement benefits (including books and fees) under this Section, employees must agree to refund the City for any tuition benefits which are received in the one-year period prior to their resignation, retirement (regular or early), or discharge for cause. Employees receiving a duty disability or on a medical leave of absence will not be required to refund tuition benefits.

34. EDUCATIONAL LEAVE OF ABSENCE

Upon request, an employee with written approval from the Department Head may be granted a Leave of Absence not to exceed twelve (12) months for the purpose of pursuing formal education according to the conditions stated in 25.1.

35. DEFERRED COMPENSATION

Employees shall have the opportunity to participate in the deferred compensation plan offered by the City.

36. RESIDENCY INCENTIVE

The City will contribute 1.5% of base salary annually to a deferred compensation fund for employees living in the City of Southfield in accordance with the procedure in effect on the date the agreement is ratified.

37. RELIEF LEAVE

Relief leave is for use when unforeseen circumstances cause long, continuous hours of work, i.e. water main breaks, storm damage, snow removal operations, etc. This leave is independent of snow emergency.

Each employee will be given a one time startup bank of eight hours. Additional relief leave shall accumulate for all overtime worked as follows:

1. One hour of relief leave shall accumulate for every four hours of overtime worked. These overtime hours do not need to be continuous.

2. Relief leave bank shall be capped at 56 hours.

The following condition will determine the use of relief leave:

1. Overtime ends less than eight hours before the start of the employee's regular shift. The lost time from the start is made up from the relief bank.
2. Overtime extends into the start of the employee's regular shift. When and if the overtime and the regular shift equal 12 hours, the employee may use relief leave for the balance of the regular shift.
3. If relief leave is used, it will not be viewed as sick time, allowing the employee to be eligible for call back at the end of the regular shift.
4. The number and timing of hours to be taken as relief leave will be determined jointly by the supervisor and the affected employee. If there is no agreement as to a fair and equitable determination, the department director or designate will render a decision.

The relief bank is not compensable in cash or other leave time and is not transferable.

38. REIMBURSEMENT FOR VEHICLE USAGE

This procedure is to be used by employees who use their privately owned automobile while on official business for the City of Southfield. Reports must be turned in the first working day after the 25th of each calendar month. Reports covering more than or less than a calendar month cannot be accepted, EXCEPT in the following example: A special trip where it will be the only travel for the month-report may be turned in before the end of the month.

1. **Mileage Rate:** Authorized use of a privately owned vehicle for City Business to be reimbursed at a rate consistent with the Internal Revenue Service (IRS) standard deduction for use of a personal car on business provided a mileage report is submitted.
2. **Parking Charges:** Reimbursement for parking charges is allowable. Receipts must be attached to mileage reports for all parking expense claims. Parking meter charges allowed, but not in excess of five (\$5.00) dollars per day. The City will not reimburse any parking or other violation.
3. **Charges Not Reimbursable:** Charges for gasoline, lubrication, repairs, anti-freeze, towage and other similar expenditures. It is expected that City travelers on official business driving personally owned cars are properly licensed by the State of Michigan, and are adequately protected by personal liability and property damage insurance at their own expense. Department Heads should reassure themselves on this point. At no time shall personal driving be charged to the City.
4. **Mileage Computation:** Reimbursements of City mileage will be based on official maps of the City of Southfield and Oakland County. **In-State** mileage will be based on current AAA Official Map of the United States.

If travel by most direct route is not possible because of construction, detour, or other legitimate reason, the claim for the additional mileage should be explained on the Mileage Report.

Notwithstanding any current or past practices to the contrary, employees use of and ability to take home City-owned vehicles shall be governed under IRC rules with respect to taxable income and City policy establishing appropriate charge for such use and restricting use of said vehicles to City business purposes only. For employees entering the bargaining unit on or after June 30, 2020, the employees' use and ability to take home City-owned

vehicles shall be at the sole discretion of the City, and any such use shall be subject to all rules and regulations of this Section.

39. WAGES

The wages are as listed on the attachment (A).

- a) New wage rates will take effect 30 days after both parties have approved the tentative agreement.
- b) New employees hired after ratification will be placed on the new wage rates. New employees maybe hired up to step 7 based on experience and qualifications.
- c) Current employees on City payroll, will be placed on the new chart attachment (A) at pay step closest but higher than their current pay. The new pay step must be a minimum increase of 3%. In no case shall this pay increase cause an employee's salary to exceed the maximum of the salary range for the position.
- d) Employees on pay roll on the date of ratifications by both partis will receive a \$2000 signing bonus.
- e) The bonus of amount may increase to equal the signing bonus of another SERS union with the city that settles its CBA prior to 31 December 2022. The signing bonus will be paid by separate electronic check.
- f) The City will offer a hiring bonus of \$1,000 for new employees for 1 year following ratification. Bonus is payable half after of completion of probation and half after three years of employment. The City may extend hiring bonus and will advise the Union of extension.
- g) Employees will receive base rate increase of 3% effective July 1, 2023, 3% increase July 1, 2024.
- h) Employees scheduled for yearly step wage increase under prior wage scale that would have occurred on after or after 1 July 2022 to date of ratification of this agreement will receive the step increase prior to (c) above.
- i) Employees scheduled for yearly step wage increase that would have occurred on or after 1 July 2022 to ratification of this agreement will receive the step increase on the new wage scale including employees already at step 8 of prior 8 step pay plan.

40. TERMINATION

The provisions of this document, unless otherwise specified elsewhere within this Agreement, shall be effective as of the 1st day of December 2018, and shall remain in full force and effect until the 30th day of June 2020. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

An emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, shall be able to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531. Provisions required by this subsection are required by MCL 423.215(7) and are prohibited subjects of bargaining under the Public Employment Relations Act.

IN WITNESS WHEREOF, the parties hereto have set their hands this 12 day of FEB 2024.

FOR THE UNION

John McLean PRES 3636
J. B. [Signature] VP 3636
Jan [Signature]

FOR THE EMPLOYER:

Kenson J. Siver
Kenson J. Siver, Mayor
Janet Jackson
Janet Jackson, City Clerk

FOR AFSCME COUNCIL 25:

[Signature]

CLASSIFICATIONS AND RANGES

Pay Code	New Position Name
312	Building Service Supervisor
313	Office Supervisor I
314	Office Supervisor II
	Building Department Specialist
	Assistant Manager
	Facility Supervisor
315	Librarian III
	Treasurer's Coordinator
	Office Supervisor III
	Sr. Adult Division Coordinator
316	Parks & Operations Supervisor
	Public Works Supervisor I
	Cable Manager
	Urban Forestry Supervisor
317	Library Administrator
	Public Works Supervisor II
	Motor Pool Supervisor II
319	Accounting Operations Manager
	Library Coordinator/Technology
	Code Enforcement Supervisor
321	Supervisor I - Assessing
322	Traffic/Project Engineer
403	Housing Program Director
404	Assistant Building Official

ATTACHEMENT A

WAGE SCALES
AFSCME 3636
EFFECTIVE 10/03/2022

Grade Code	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
312	\$46,572	\$47,937	\$49,342	\$50,788	\$52,277	\$53,809	\$55,387	\$57,010	\$58,681	\$60,401	\$62,171	\$63,994	\$65,869	\$67,800	\$69,788
	\$22,3904	\$23,0466	\$23,7221	\$24,4173	\$25,1332	\$25,8697	\$26,6284	\$27,4087	\$28,2120	\$29,0389	\$29,8899	\$30,7663	\$31,6678	\$32,5962	\$33,5519
313	\$48,901	\$50,334	\$51,809	\$53,328	\$54,891	\$56,500	\$58,156	\$59,861	\$61,615	\$63,421	\$65,280	\$67,193	\$69,163	\$71,190	\$73,278
	\$23,5101	\$24,1990	\$24,9082	\$25,6385	\$26,3899	\$27,1635	\$27,9596	\$28,7793	\$29,6226	\$30,4909	\$31,3846	\$32,3043	\$33,2514	\$34,2260	\$35,2298
314	\$51,346	\$52,851	\$54,400	\$55,994	\$57,636	\$59,325	\$61,064	\$62,854	\$64,696	\$66,592	\$68,544	\$70,553	\$72,621	\$74,750	\$76,942
	\$24,6856	\$25,4091	\$26,1538	\$26,9202	\$27,7096	\$28,5216	\$29,3577	\$30,2183	\$31,1038	\$32,0154	\$32,9538	\$33,9197	\$34,9139	\$35,9375	\$36,9913
315	\$53,913	\$55,493	\$57,120	\$58,794	\$60,517	\$62,291	\$64,117	\$65,996	\$67,931	\$69,922	\$71,971	\$74,081	\$76,252	\$78,487	\$80,789
	\$25,9197	\$26,6793	\$27,4615	\$28,2663	\$29,0947	\$29,9476	\$30,8255	\$31,7288	\$32,6591	\$33,6163	\$34,6014	\$35,6159	\$36,6596	\$37,7341	\$38,8409
316	\$56,609	\$58,268	\$59,976	\$61,734	\$63,543	\$65,406	\$67,323	\$69,296	\$71,327	\$73,418	\$75,570	\$77,785	\$80,065	\$82,411	\$84,828
	\$27,2159	\$28,0135	\$28,8346	\$29,6798	\$30,5495	\$31,4452	\$32,3668	\$33,3154	\$34,2918	\$35,2971	\$36,3317	\$37,3966	\$38,4928	\$39,6207	\$40,7827
317	\$59,439	\$61,181	\$62,975	\$64,820	\$66,720	\$68,676	\$70,689	\$72,761	\$74,894	\$77,089	\$79,348	\$81,674	\$84,068	\$86,532	\$89,069
	\$28,5764	\$29,4139	\$30,2764	\$31,1635	\$32,0769	\$33,0173	\$33,9851	\$34,9813	\$36,0067	\$37,0620	\$38,1481	\$39,2663	\$40,4173	\$41,6019	\$42,8216
319	\$65,532	\$67,452	\$69,429	\$71,464	\$73,559	\$75,715	\$77,935	\$80,219	\$82,570	\$84,990	\$87,481	\$90,046	\$92,685	\$95,402	\$98,199
	\$31,5058	\$32,4288	\$33,3793	\$34,3577	\$35,3649	\$36,4014	\$37,4688	\$38,5668	\$39,6971	\$40,8606	\$42,0582	\$43,2913	\$44,5601	\$45,8663	\$47,2111
321	\$72,249	\$74,366	\$76,546	\$78,790	\$81,099	\$83,476	\$85,923	\$88,441	\$91,034	\$93,702	\$96,448	\$99,275	\$102,185	\$105,180	\$108,265
	\$34,7351	\$35,7529	\$36,8010	\$37,8798	\$38,9899	\$40,1327	\$41,3091	\$42,5197	\$43,7663	\$45,0490	\$46,3692	\$47,7284	\$49,1274	\$50,5673	\$52,0505
403	\$73,948	\$76,123	\$78,362	\$80,667	\$83,040	\$85,483	\$87,997	\$90,585	\$93,250	\$95,992	\$98,816	\$101,723	\$104,715	\$107,795	\$110,967
	\$35,5519	\$36,5976	\$37,6740	\$38,7822	\$39,9231	\$41,0976	\$42,3063	\$43,5505	\$44,8317	\$46,1500	\$47,5077	\$48,9053	\$50,3438	\$51,8245	\$53,3495

WAGE SCALES

AFSCME 3636

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Grade Code	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
312	\$47,969	\$49,375	\$50,822	\$52,312	\$53,845	\$55,423	\$57,049	\$58,720	\$60,441	\$62,213	\$64,036	\$65,914	\$67,845	\$69,834	\$71,882
	\$23,0620	\$23,7380	\$24,4337	\$25,1500	\$25,8870	\$26,6457	\$27,4274	\$28,2308	\$29,0582	\$29,9101	\$30,7865	\$31,6894	\$32,6178	\$33,5740	\$34,5587
313	\$50,368	\$51,844	\$53,363	\$54,928	\$56,538	\$58,195	\$59,901	\$61,657	\$63,463	\$65,324	\$67,238	\$69,209	\$71,238	\$73,326	\$75,476
	\$24,2154	\$24,9250	\$25,6553	\$26,4077	\$27,1817	\$27,9784	\$28,7986	\$29,6428	\$30,5111	\$31,4058	\$32,3260	\$33,2736	\$34,2490	\$35,2529	\$36,2865
314	\$52,886	\$54,437	\$56,032	\$57,674	\$59,365	\$61,105	\$62,896	\$64,740	\$66,637	\$68,590	\$70,600	\$72,670	\$74,800	\$76,993	\$79,250
	\$25,4260	\$26,1716	\$26,9385	\$27,7279	\$28,5409	\$29,3774	\$30,2385	\$31,1250	\$32,0370	\$32,9760	\$33,9423	\$34,9375	\$35,9615	\$37,0159	\$38,1010
315	\$55,530	\$57,158	\$58,834	\$60,558	\$62,333	\$64,160	\$66,041	\$67,976	\$69,969	\$72,020	\$74,130	\$76,303	\$78,540	\$80,842	\$83,213
	\$26,6971	\$27,4798	\$28,2856	\$29,1144	\$29,9678	\$30,8462	\$31,7505	\$32,6808	\$33,6389	\$34,6250	\$35,6394	\$36,6841	\$37,7596	\$38,8663	\$40,0063
316	\$58,307	\$60,016	\$61,775	\$63,586	\$65,449	\$67,368	\$69,343	\$71,375	\$73,467	\$75,621	\$77,837	\$80,119	\$82,467	\$84,883	\$87,373
	\$28,0322	\$28,8538	\$29,6995	\$30,5702	\$31,4659	\$32,3885	\$33,3380	\$34,3149	\$35,3207	\$36,3563	\$37,4216	\$38,5188	\$39,6476	\$40,8091	\$42,0063
317	\$61,222	\$63,016	\$64,864	\$66,765	\$68,722	\$70,736	\$72,810	\$74,944	\$77,141	\$79,402	\$81,728	\$84,124	\$86,590	\$89,128	\$91,741
	\$29,4337	\$30,2962	\$31,1846	\$32,0986	\$33,0394	\$34,0077	\$35,0048	\$36,0308	\$37,0870	\$38,1740	\$39,2923	\$40,4442	\$41,6298	\$42,8500	\$44,1063
319	\$67,498	\$69,476	\$71,512	\$73,608	\$75,766	\$77,986	\$80,273	\$82,626	\$85,047	\$87,540	\$90,105	\$92,747	\$95,466	\$98,264	\$101,145
	\$32,4510	\$33,4019	\$34,3808	\$35,3885	\$36,4260	\$37,4933	\$38,5928	\$39,7240	\$40,8880	\$42,0865	\$43,3197	\$44,5899	\$45,8971	\$47,2423	\$48,6274
321	\$74,416	\$76,597	\$78,842	\$81,154	\$83,532	\$85,980	\$88,501	\$91,094	\$93,765	\$96,513	\$99,341	\$102,253	\$105,251	\$108,335	\$111,513
	\$35,7769	\$36,8255	\$37,9048	\$39,0163	\$40,1596	\$41,3365	\$42,5486	\$43,7952	\$45,0793	\$46,4005	\$47,7601	\$49,1601	\$50,6014	\$52,0841	\$53,6120
403	\$76,166	\$78,407	\$80,713	\$83,087	\$85,531	\$88,047	\$90,637	\$93,303	\$96,048	\$98,872	\$101,780	\$104,775	\$107,856	\$111,029	\$114,296
	\$36,6183	\$37,6957	\$38,8043	\$39,9457	\$41,1207	\$42,3303	\$43,5755	\$44,8572	\$46,1769	\$47,5346	\$48,9327	\$50,3726	\$51,8538	\$53,3793	\$54,9500

WAGE SCALES

AFSCME 3636

EFFECTIVE 07/01/2024

Grade Code	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
312	\$49,408	\$50,856	\$52,347	\$53,881	\$55,460	\$57,086	\$58,760	\$60,482	\$62,254	\$64,079	\$65,957	\$67,891	\$69,880	\$71,929	\$74,038
	\$23,7539	\$24,4501	\$25,1667	\$25,9045	\$26,6636	\$27,4450	\$28,2502	\$29,0777	\$29,9299	\$30,8074	\$31,7101	\$32,6401	\$33,5963	\$34,5813	\$35,5954
313	\$51,879	\$53,399	\$54,964	\$56,576	\$58,234	\$59,941	\$61,698	\$63,507	\$65,367	\$67,284	\$69,255	\$71,285	\$73,375	\$75,526	\$77,740
	\$24,9418	\$25,6728	\$26,4249	\$27,1999	\$27,9972	\$28,8177	\$29,6625	\$30,5321	\$31,4264	\$32,3479	\$33,2957	\$34,2718	\$35,2765	\$36,3105	\$37,3751
314	\$54,473	\$56,070	\$57,713	\$59,404	\$61,146	\$62,938	\$64,783	\$66,682	\$68,636	\$70,648	\$72,718	\$74,850	\$77,044	\$79,303	\$81,628
	\$26,1887	\$26,9568	\$27,7466	\$28,5597	\$29,3971	\$30,2587	\$31,1456	\$32,0588	\$32,9981	\$33,9652	\$34,9606	\$35,9856	\$37,0404	\$38,1263	\$39,2440
315	\$57,196	\$58,873	\$60,599	\$62,375	\$64,203	\$66,085	\$68,022	\$70,015	\$72,068	\$74,181	\$76,354	\$78,592	\$80,896	\$83,267	\$85,709
	\$27,4980	\$28,3042	\$29,1341	\$29,9879	\$30,8668	\$31,7715	\$32,7030	\$33,6612	\$34,6481	\$35,6638	\$36,7086	\$37,7847	\$38,8924	\$40,0323	\$41,2064
316	\$60,056	\$61,816	\$63,628	\$65,494	\$67,412	\$69,389	\$71,423	\$73,516	\$75,671	\$77,890	\$80,172	\$82,523	\$84,941	\$87,429	\$89,994
	\$28,8732	\$29,7195	\$30,5905	\$31,4873	\$32,4098	\$33,3601	\$34,3381	\$35,3444	\$36,3803	\$37,4469	\$38,5443	\$39,6743	\$40,8370	\$42,0334	\$43,2664
317	\$63,059	\$64,906	\$66,810	\$68,768	\$70,784	\$72,858	\$74,994	\$77,192	\$79,455	\$81,784	\$84,180	\$86,648	\$89,188	\$91,802	\$94,493
	\$30,3167	\$31,2050	\$32,1202	\$33,0615	\$34,0306	\$35,0279	\$36,0550	\$37,1117	\$38,1996	\$39,3193	\$40,4711	\$41,6576	\$42,8787	\$44,1355	\$45,4294
319	\$69,523	\$71,560	\$73,657	\$75,816	\$78,039	\$80,326	\$82,681	\$85,105	\$87,598	\$90,166	\$92,808	\$95,529	\$98,330	\$101,212	\$104,179
	\$33,4245	\$34,4040	\$35,4122	\$36,4501	\$37,5187	\$38,6181	\$39,7506	\$40,9158	\$42,1146	\$43,3491	\$44,6193	\$45,9276	\$47,2740	\$48,6596	\$50,0862
321	\$76,648	\$78,895	\$81,207	\$83,589	\$86,038	\$88,559	\$91,156	\$93,827	\$96,578	\$99,408	\$102,321	\$105,321	\$108,409	\$111,585	\$114,858
	\$36,8502	\$37,9302	\$39,0420	\$40,1868	\$41,3644	\$42,5766	\$43,8250	\$45,1090	\$46,4317	\$47,7925	\$49,1929	\$50,6349	\$52,1195	\$53,6467	\$55,2204
403	\$78,451	\$80,759	\$83,134	\$85,580	\$88,097	\$90,688	\$93,356	\$96,102	\$98,929	\$101,838	\$104,833	\$107,918	\$111,092	\$114,360	\$117,725
	\$37,7168	\$38,8265	\$39,9685	\$41,1440	\$42,3543	\$43,6002	\$44,8827	\$46,2029	\$47,5622	\$48,9607	\$50,4007	\$51,8838	\$53,4095	\$54,9807	\$56,5985