

CITY OF SOUTHFIELD
TPOAM
March 12, 2025

The City of Southfield, ("The City") proposes to the Technical Professional and Office Workers Association of Michigan ("The Union") that the respective bargaining parties enter into the following tentative settlement. The tentative settlement would be subject to ratification by the Union and the Southfield City Council, but the bargaining parties would agree to recommend the tentative settlement for ratification.

1. The parties' new contract will be the same as the parties' prior contract that will expire June 30, 2025.
2. The duration of the new contract will be the date of full ratification by both parties through June 30, 2028. All relevant sections of the Collective Bargaining Agreement ("CBA") shall be modified accordingly.
3. Wages:
Employees will receive base rate increase as listed:
 - Effective July 1, 2025 – 3 % increase
 - Effective July 1, 2026 – 3 % increase
 - Effective July 1, 2027 – 3 % increase
 - a) New wage rates will become effective on July 1, 2025, or upon ratification by both parties, whichever is later, and shall be processed within 60 days after the last party to the agreement has approved the tentative agreement.
 - b) Employees on payroll on the date of ratification will receive a \$2,000 signing bonus.
 - c) The signing bonus will be paid by separate electronic check and will not count toward pension calculations.
4. The Union will notify the City in writing when the contract has been ratified by the Union membership. The City will notify the Union in writing when the contract has been ratified by the City Council.
5. The parties agree to inclusion of new classification of Flex employees. Terms of Flex employees are listed as Attachment A.
6. Upon ratification of TA, TPOAM will construct the collective bargaining agreement within 60 days.
7. The City agrees to provide same annual percent wage increase and bonuses amount to Union members as received by other non-Police/Fire unions negotiated as part of 2025 negotiations.

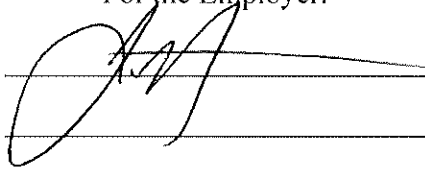
8. Any amendments to the Michigan Earned Sick Time Act (ESTA) will apply as of the contract end date, following the effective date of any amendment.
9. The parties have agreed to amend Article 25.2 Bereavement Leave to five (5) paid days for all occurrences for full time career employees if the bereavement is for immediate family.
10. The parties have agreed to amend Article 20.3 Flexible working hours for full time employees to include the following:

An alternative work schedule may be worked by employees with the approval of the Department head and Human Resources, to include but not limited to:

- Eight (8) 9-hour days and one (1) 8-hour day per pay period.
- Four (4) 10-hour days per week.

A start and end time within which the workdays must occur: the earliest start time is 7:00 a.m. and the latest end time is 8:00 p.m. The department must be staffed at least 60% between 8:00 a.m. and 5:00 p.m., Monday to Friday.

11. Articles 15.5 Competitive Promotion and 15.6 Noncompetitive Promotion will have the following language added: "Employees transferred or promoted under this article may be moved up to Step 7 of the pay scale for the new position, with the approval of the Department and the Human Resources Director.
12. An employee who is eligible for normal retirement benefits may be paid in a lump sum for all accumulated hours of regular sick time standing to his/her credit as of the affective retirement date, up to a maximum of 400 hours.

For the Union:	Date:	For the Employer:	Date:
<u>Carolyn Daniels</u>	<u>04/03/2025</u>	<u></u>	<u>4 Apr/25</u>
<u>Michael Gerald</u>	<u>04/03/25</u>	_____	_____
_____	_____	_____	_____

The City reserves the right to add to, amend, or delete from this proposal during the course of negotiations. This proposal is off the record and may not be used in mediation, fact finding, arbitration, or any other proceedings.

CITY OF SOUTHFIELD

Flex Employee Classification - TPOAM

February 28, 2025

1. Flex employee positions shall be classified employees in Unions/ACS/Management positions.
2. Flex employees working non-bargaining unit classifications may be hourly, ACS or Management Group employees, depending on the position.
3. Flex employee positions that correspond to bargaining unit (Union) classifications shall be positioned within the respective Unions and shall be subject to the position's respective bargaining unit's collective bargaining agreement (CBA), except as expressly stated herein.
4. Flex employees in Union positions will have the same eligibility to apply for open positions within their Union as other employees in their Union.
5. Flex employees shall not exceed 20% of the total Union membership.
6. Flex employees will be utilized for work prior to non-career and temporary employees.
7. Flex employees will regularly be scheduled to work part-time, between 10-30 hours per week.
8. Flex 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 four (4) hours holiday pay.
9. Flex employees may be subject to schedule changes upon twenty-four (24) hours' notice.
10. Flex employees may periodically be scheduled to work 40 or more hours per week, on an as needed or emergency basis, which shall be defined as significant increase in department work requirements or to cover employee absents, for a maximum of 12 weeks per calendar year, (January 1 – December 31).
11. Flex employees will be subject to layoff before career employees shall be subject to layoff, in accordance with their City seniority date.
12. Flex employees will be eligible to enroll in a city-sponsored group health insurance plan as designated by the City. If not enrolled in a city-sponsored group health insurance plan will be eligible for the City opt out payment.
13. Flex employees will be enrolled in a retiree health savings account consistent with career employees hired after 2020. [Biweekly employee contribution of 2% of salary with 2% matching City contribution.]
14. Flex employees will be enrolled in the Defined Contribution Retirement (401A) with 3% required employee contribution and 3% employer matching contribution.
15. Flex employees who are later hired as career employees will be offered the opportunity to enroll into the Southfield Employee Retirement System's Blended Pension Plan (SERS-BP) within 60 days of hire as a career employee. If the employee does not select SERS-BP plan in writing, employee will remain in 401A with 3% required employee contribution and 3% employer matching contribution.
16. All parties must agree, including the employee, department, Union, and Human Resources, before a current full time career employee may be changed in status to a Flex employee.
17. Career employees who are members of SERS and who become Flex employees will be required to freeze their credited service time in SERS upon their classification date as a Flex employee and will be enrolled in the City's 401A plan with a required 3% employee contribution and 3% employer matching contribution.
18. Career employees who are enrolled in the SERS-BP who become Flex employees will be required to freeze their credited service time for the SERS portion of their retirement plan upon

their classification date as a Flex employee, and will continue to be enrolled in the 401A plan only.

19. Employees enrolled in a SERS plan will be allowed to purchase three (3) years of retiree service credits. All cost(s) for purchase, including employer contributions and interest, will be paid by the employee through lump sum, rollover of other retirement funds, or payroll deduction which must be completed within 36 months. No retiree healthcare may be purchased as part of this service credit purchase.
20. Flex employees will serve a probationary period for eight (8) months as “At-will” employees.
21. Flex employees who are vested in SERS must have the approval of the Human Resources Director to serve as Flex employees beyond 24 months. Approval must be granted for each subsequent year by the Human Resources Director for continued employment.
22. Flex employees will be eligible for Personal Time Off (PTO) under the following conditions:
 - a. Forty (40) hours after six (6) months of employment
 - b. Sixty (60) hours yearly after five (5) years of employment
 - c. Eighty (80) hours yearly after ten (10) years of employment
 - d. PTO will at no time accrue less than the Michigan Paid Time Off Statutes

After five (5) years of service, Flex employees may request a payout of twenty (20) hours yearly.

Employees may accumulate up to two (2) years of PTO. Any PTO hours exceeding two years will be forfeited on January 1 of each calendar year.

Employees will be paid PTO time not used, if separated from the City employment.

Full time employees converted to Flex employees must cash out or waive all vacation accruals and all sick hours in excess of eighty (80) hours; the 80 or less hours remaining of and employee’s vacation or sick leave accruals will then be converted to PTO hours.

PTO hours and sick reserve hours accrued from Career employment are not subject to payment.

Apart from PTO leave time, Flex employees are eligible for sick leave in accordance with the Earned Sick Leave Act, as amended.

Flex employees do not accrue credited service time for purposes of the SERS plan.

23. Purchase of years of service, if approved by City Council.
 - a. Members may purchase up to three years of service time including vesting.
 - b. Purchase of years of service will not be counted toward earning retiree healthcare eligibility.
 - c. Purchase of years of service will not alter a member’s seniority date.
 - d. Members will pay full cost of purchase of years of service and the purchase may be funded by, cash, other retirement plan rollover or payroll deduction. If payroll deduction is chosen, the purchase of years of service must be completed within three years from the date of making the payroll deduction election.