COLLECTIVE BARGAINING AGREEMENT

Between

CITY OF SOUTHFIELD

And

SOUTHFIELD PUBLIC SAFETY COMMUNICATIONS SUPERVISORS

July 1, 2025 - June 30, 2028

ARTICLE 1
AGREEMENT

1.1 This agreement was ratified by the City and entered into on July 1, 2025, by and between the City of Southfield, a Michigan municipal corporation, herein referred to as the "City" and the Southfield Public Safety Communications Supervisors, Police Officers Association of Michigan (POAM), a non-profit corporation, herein referred to as the "Union".

ARTICLE 2
RECOGNITION

2.1 Pursuant to the Certification of Representative issued by the Michigan Employment Relations Commission in Case No. R07 A-001, dated February 28, 2007, the City recognizes the Union as the exclusive representative of all public safety communication supervisors, including the Senior Public Safety Supervisor position and Flex Employee classification(s), excluding all other employees.

ARTICLE 3
PURPOSE

3.1 The purpose of this Agreement is to set forth the parties' agreement with respect to rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE 4
DEFINITIONS

4.1 **ASSOCIATION:** The Southfield Public Safety Communications Supervisors.

4.2 **CITY:** The City of Southfield, Oakland County, Michigan.

4.3 **EMPLOYEE:** A member of the bargaining unit.

4.4 **FISCAL YEAR:** July 1 through June 30 of any given year.

4.5 **LAYOFF:** A separation of an employee from the service of the City for lack of work, lack of funds or reasons other than acts or delinquencies of the employee.

4.6 **LEAVE OF ABSENCE:** Absence from duty upon authorization granted by the department head when requested in writing.

4.7 **UNION:** The Police Officers Association of Michigan/Southfield Public Safety Communications Supervisors (POAM/SPSCS).

ARTICLE 5
NONDISCRIMINATION

5.1 In the administration of this agreement, neither the City nor the Union shall discriminate against any employee because of that employee's race, color, sex, religion, national origin, age, union membership, height, weight, marital status, or against qualified individuals with a disability, or against other protected classes under state or federal law.

5.2 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 it with the Union upon request. If the Union does not agree to the accommodation the matter shall be submitted to expedited arbitration as agreed upon by the City and the Union or to the American Arbitration Association for expedited arbitration. However a ruling by a court shall have precedence over the contract or an arbitrator's decision interpreting the contract.

ARTICLE 6
MANAGEMENT RESPONSIBILITY

6.1 It is recognized that the government and management of the City, the control of its properties, and the maintenance or order and efficiency 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 facilities, stations, etc., functions to be performed, maintenance and repair, amount of supervision necessary, machinery and equipment, methods, schedule of work, together with the selection, procurement, design, engineering, and the control of equipment and materials, and the right to purchase the service of others, by contract or otherwise, to enter mutual aid pacts with other communities, and expressly reserves the right to the City to establish and maintain rules and regulations governing its operations and employees. It is further recognized that the responsibility of the City for 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, except as may be otherwise expressly provided in this Agreement. During the term of the contract the City will not transfer work out of the bargaining unit if it would result in the layoff of bargaining unit members.

ARTICLE 7
ASSOCIATION BUSINESS

7.1 Bargaining Committee: The bargaining committee shall be composed of not more that two employee members, one of which shall be the Association President, and not more than one non-employee representative. The function of the Bargaining Committee shall be to negotiate new or modified agreements with the City. The Association shall submit the names of the Bargaining Committee members in writing to the Civilian Operations/Communications Director. One Bargaining

Committee representative shall be released from duty on the day of bargaining, which may also necessitate the reassignment of shifts if the representative is assigned to a shift other than the bargaining session times. Association time may be used by the bargaining unit member of the day of bargaining for any additional time necessary before or after actual negotiations.

7.2 Grievance Committee: The Association shall designate in writing one grievance and one alternate grievance representative and forward same to the Civilian Operations/Communications Director. The grievance representative or alternate shall be permitted to investigate and process grievances during scheduled working hours without loss of pay, after receiving approval from the Civilian Operations/Communications Director. This approval shall not be withheld unreasonably. A record of time spent shall be initialed by the representative and retained by the City. Time spent investigating and processing grievances shall not be abused.

7.3 The Association shall accrue one-half hour of compensatory time per week. This time will not accrue above 80 hours. This time shall be used only for Association business by the bargaining representative, grievance representative or president or president's designate for Michigan Association of Police meetings or events. All time spent on Association business by an employee while scheduled to work shall be charged against the bank except for the released time for the grievance representative and bargaining representative provided above. Time charged to this bank shall be recorded by the employee and submitted to the Civilian Operations/Communications Director. An employee wishing to use time from this bank shall obtain approval from the Civilian Operations/Communications Director at least 24 hours in advance.

ARTICLE 8
BULLETIN BOARDS

8.1 The City shall provide bulletin board space upon which the Union may post notices of general interest to the membership. The City shall also provide space to store files.

ARTICLE 9
DUES DEDUCTIONS

9.1 The City will deduct from the wages earned during each pay period a specified amount as regular monthly Union dues and/or service fees for each employee for whom the Union furnishes the City a current, signed, written authorization. The Union shall inform the City of the amount of the deduction.

9.2 Changes in the regular amount of dues and/or service fees may be made no more than twice in a 12-month calendar period.

9.3 Previously signed and unrevoked written authorizations shall continue to be effective as to current employees and as to reinstated employees.

9.4 The City will withhold from the pay of employees in any month only the deduction incurred while an employee has been in the employ of the City and only such amounts becoming due and payable in that month.

9.5 All sums deducted shall be remitted to the Treasurer of the Union by the 5th day of the month following the month in which such deductions were made, together with a list of names and the amount deducted for each employee for whom a deduction was made.

9.6 In the event the Union requests that the City deduct monies in excess of the amounts deducted as of the date of execution of this Agreement, such request shall be effective only upon written assurance by the requesting party that the additional amounts have been authorized pursuant to and under the Union's constitution.

9.7 The City shall not be liable to the Union for the remittance of payment of any sum other than that constituting actual deductions made from the pay earned by the employee. The Union shall indemnify and save the City harmless from any liability, including all costs and expenses defending any action, resulting from any and all claims, demands, suits or any other action arising from compliance with this article or in the reliance of any list, notice, certification, authorization or revocation furnished hereunder.

9.8 The City shall notify the Union of the termination of employment of the dues paying employee. No "Authorization for Deduction of Union Dues and/or Service Fees" forms shall be accepted by the City unless they are forwarded through the office of the Treasurer of the Union.

ARTICLE 10
NO STRIKE OR LOCKOUT

10.1 The Union and the employees recognize that strikes (as defined by Section 1 of PA 336 of 1947, as amended, of Michigan Public Employment Relations Act) are contrary to law and public policy. The City and the Union 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 terms of this Agreement they shall not direct, instigate, participate in, encourage or support any strike, sit-down, stay-in, slowdown in any department of the City or any other unlawful activity interfering with the operation of government.

10.2 In the event of a work stoppage, or other curtailment of, or interference with operations, 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 11.3 below.

10.3 In the event of 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 for such conduct, and instruct all such persons to immediately cease the offending conduct.

10.4 No lock-out of employees shall be instituted by the Employer during the term of this Agreement.

ARTICLE 11
GRIEVANCE AND ARBITRATION PROCEDURES

11.1 Definition. A grievance is a dispute between the City and the Union as to the interpretation of the provisions of this Agreement.

11.2 Defenses to grievance procedure by City. The following items shall be defenses to the grievance procedure and may be interposed by the City:

A. Collective items which would normally be considered as a matter for the collective bargaining process. The intent of this provision is to prevent and stop those items which have been negotiated out, or set forth herewith, from being collaterally attacked either by way of the grievance procedure or otherwise.

B. Multiple grievances submitted at a single time or step. The intent of this provision is to prevent more than one grievance being submitted to the same

arbitrator at the same time unless mutually agreed upon by 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 and one in which only one member shall act as grievant for all concerned.

C. Incident or other alleged infraction occurring prior to the date of adoption of this Agreement.

D. Grievance not meeting time limits as set forth in the procedure below.

11.3 General Rules. The following general rules shall apply to the grievance procedure:

A. If a grievance is not submitted within 15 calendar days of its occurrence it shall be automatically closed and forever held for naught.

B. Any grievance not submitted in one of the steps of the procedure to the next step within the time limit prescribed shall be considered closed.

C. The time limits may be extended by mutual agreement in writing by the parties.

Step One. (Verbal) - Any employee having a grievance shall first take up the matter with the Civilian Operations/Communications Director who shall render a decision within three business days.

Step Two. (Written) - If the grievance is not resolved at Step One, the Union shall have seven calendar days from the date the response was due to submit the grievance in writing to the Civilian Operations/Communications Director or designee. The written grievance shall contain at least the following information:

A. Section(s) of the Agreement allegedly violated;

B. Name(s), time(s), date(s) and place(s) of alleged violation;

C. Action(s) that allegedly constitute violation(s) and party(ies) involved;

D. Remedy sought to correct alleged violation.

The Civilian Operations/Communications Director or designee shall hold a meeting with the Grievance Representative and the grievant to discuss the grievance within seven calendar days of the submission. The Civilian Operations/Communications Director or designee shall have seven calendar days after the meeting in which to reply, in writing, to the Grievance Representative.

Step Three: If the grievance is not resolved at Step Two, the Grievance Representative or designee shall have seven calendar days from the date the response was due to submit the grievance in writing to the City Administrator or designee. The City Administrator or designee shall hold a meeting with the Grievance Representative within seven calendar days of the submission. The written answer shall be given within seven calendar days of the meeting.

Step Four: If the grievance is not resolved at Step Three, the Union shall have 15 calendar days from the date the response was due from Step Three to file with the Federal Mediation and Conciliation Service (FMCS).

A. The parties may mutually select an arbitrator within such period of time as may be mutually agreed upon in writing. If the Union files an application for arbitration with the FMCS however, an arbitrator shall be selected in accordance with the following procedure:

Each party shall advise the FMCS of its order of preference by numbering each name on the panel and submitting numbered list in writing to the Office of Arbitration Services. The name on the panel that has the lowest accumulated numerical number will be appointed.

B. The power of the arbitrator stems from this agreement and the arbitrator's 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 is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon all parties.

C. Fee of Arbitrator: The fees and expenses of the arbitrator, including all filing fees, shall be borne fully by the losing party, as determined by the arbitrator. An employee involved in a grievance may attend the arbitration hearing without any loss in compensation for time spent during his or her normal tour of duty. If the grievance concerns more than one employee (class action), the Union may select only one employee to attend the hearing as grievant for all.

The City, in its sole discretion, may replace the grievant, and the pay, including any overtime or premium pay shall be paid by the losing party, as determined by the arbitrator.

ARTICLE 12
DISCIPLINE

12.1 Employees shall have the right to representation in cases of interviews with superiors which will or are likely to result in disciplinary action.

12.2 Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the grievance procedure but not through the Administrative Civil Service Rules or Procedures.

12.3 The City shall not discharge or discipline any employee who is not a new-hire-probationary employee without just cause. The employee and the Association President will be notified in writing when a member is disciplined, suspended or is subject to discharge.

12.4 Disciplinary action or measures shall include only the following, although not necessarily in order: oral reprimand, written reprimand, suspension (notice to be given in writing) and discharge.

ARTICLE 13
PERSONNEL FILES

13.1 No record of discipline shall be kept in any employee's personnel file for a period longer than one year from the date of the discipline, except in the case of appeal and only until the disposition of that appeal except that a suspension of three days or more shall be retained for three years.

ARTICLE 14
PROBATIONARY PERIOD

14.1 Each new bargaining unit employee, either by new hire or promotion, shall serve a six-month probationary period. An employee may have his/her probationary period extended by the employer for not more that two consecutive three month periods when, in the sole discretion of the City the employee's performance is not satisfactory.

14.2 The City may discharge or discipline a newly hired probationary employee or demote a promoted probationary employee for any reasons whatsoever except for legal union activities during the employee's probationary period, and any such discharge or discipline shall not be subject to the grievance procedure.

14.3 The Union shall represent probationary employees for the purpose of collective bargaining in respect to wages, hours, and other conditions of employment except as specified in Section 2 above.

14.4 An employee who is promoted into this unit who does not pass his/her probationary period may be reverted back to his/her former position without loss of seniority. During this period, the promoted employee may also revert back to his/her former position at his/her request. This section shall be contingent upon the collective bargaining unit covering the employee's former position accepting the employee's return and/or seniority rights.

14.5 New hire probationary employees accrue vacation leave, sick leave, reserve sick leave and personal business leave but may not use vacation or reserve sick leave until they have passed their new hire probationary period. If employment terminates during the probationary period, accrued vacation banks are paid; there is no payoff for unused sick leave, reserve sick leave or personal business banks.

Accumulation of earned sick time leave in accordance with the ESTA shall begin on **February 21, 2025**, or upon commencement of employment, whichever is later. New hires will begin to accrue earned sick time leave hours upon hire. However, newly hired employees are not eligible to use paid medical leave during the first 60 days of employment. Newly hired employees may use earned sick time on the 61st day of employment, while their probationary period continues.

If a newly hired probationary employee is not confirmed as a regular employee, he/she shall not be paid for vacation or sick leave accrued during the probationary period.

Promoted probationary employees shall accrue vacation and sick leave at their current City seniority rates and shall be eligible to utilize such time if it does not interfere with their training schedule.

ARTICLE 15
SENIORITY

15.1 Seniority Date.

A. An employee's City seniority date shall be based on the length of continuous service after the date of regular appointment to a position in the City service, except that:

1. Non-career or other types of employment with the City wherein benefits are not received shall not count toward seniority. An employee transferring from regular part-time employment shall receive credits toward seniority at a rate of 50 percent for the period of regular, part-time employment.

2. 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 identical seniority date, persons entitled to preference under the Veteran's 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.

B. An employee's bargaining unit seniority shall be based on the length of continuous service after the employee's most recent starting date of employment within the bargaining unit described in Article 2.

1. 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. Any ties occurring beyond the above provisions shall be decided by lot.

C. Where the term seniority is used without qualification, both City and bargaining unit seniority are intended.

15.2 Seniority List.

A. The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.

B. The City will keep the seniority list up to date at all times and will provide the Local Association President with up-to-date copies as required.

C. Seniority lists shall be posted on bulletin boards described in Article 8 the first week of March each year. All employees, including those absent from work for any reason, shall be presumed to be knowledgeable of their content. If no grievance(s) is filed by April 15th, the seniority lists shall be deemed correct.

15.3 Effect of Leaves of Absence and Suspensions. Employees off duty for personal reasons, on unpaid leave of absence for more than ten working days, or employees suspended for 30 days or more for cause shall have such periods deducted from seniority.

15.4 Effect of Layoff. Time elapsed between periods of layoff and re-employment shall be deducted from seniority.

15.5 Leaves not Breaking Seniority. The following shall not be considered as breaks in service:

A. Military leave during the time of war as defined in the Veteran's Preference Act.

B. Absence from work due to injuries compensated for under Workman's Compensation Act.

C. Approved educational leave as specified in Section 39.2.

15.6 Loss of Seniority. An employee shall lose his seniority for the following reasons only:

A. Quits or retires.

B. If discharged for just cause and not reinstated. If the employee is reinstated, seniority shall be as determined by the conditions of reinstatement.

C. If he/she is absent for three consecutive work days without notifying the City, unless lack of notice is a result of physical impossibility.

D. If he/she is absent for three consecutive work days without justifiable reason.

E. Gives a false reason to obtain a leave, or if he/she fails to return to work upon termination of any leave of absence without a bona fide excuse acceptable to the City.

F. If he/she is laid off for a period equal to his/her seniority at the time of layoff.

G. Separation upon settlement covering total disability.

H. Leaves the bargaining unit as set forth in Section 15.7 below.

15.7 Bargaining unit members who voluntarily accept employment with the City of Southfield outside of the bargaining unit are eligible for return to the bargaining unit at a later date according to the following:

A. Eligibility for return is limited to that period of time while the employee is on probation in their new position, provided that employment with the City is continuous and unbroken. In any event, eligibility for return ceases 12 months from the date of promotion or movement out of the bargaining unit.

B. Eligibility for return also ceases:

1. In the event of discharge which is not reversed.

2. In the event the employee requests and received an unpaid leave of absence while on probation in the new bargaining or employee unit except a Family and Medical Leave Act leave.

C. Bargaining unit members eligible for return to the bargaining unit will be returned even though this might result in the layoff of another bargaining unit member.

D. City seniority shall continue during probation in the new position. Bargaining unit seniority shall not accrue while in the new position although employees will retain that bargaining unit seniority which they had acquired as of the date they left the bargaining unit.

ARTICLE 16
LAYOFF AND RECALL

16.1 Should the City determine to layoff an employee, it shall layoff the employee in the unit with the least amount of seniority determined by adding public-safety-supervisor-unit seniority and public-safety-technician-unit seniority. Employees shall be called in the inverse order of their layoff.

16.2 The Association President shall have "super-seniority" and be the last person in the unit to be laid off regardless of his/her public safety department seniority.

16.3 In the event of an opening for a public safety technician position during the lay-off period, the laid-off member(s) shall be placed at the top of any existing hiring list and be offered the position prior to the hiring of anyone else on the list. If no hiring list exists, the member shall be offered the position prior to a new testing procedure/list establishment process.

ARTICLE 17
SHIFT TRANSFERS AND ASSIGNMENTS

17.1 A transfer of shifts, if any, shall take place semiannually on November 1st and May 1st. An employee desiring a transfer of shifts shall file a request 30 calendar days prior to said dates. Probationary employees, including employees promoting from public safety technicians may be assigned to the day shift prior to the general shift selection. Shift selections shall be by bargaining unit seniority unless there is an operational or performance business reason (monitoring new employees, monitoring employees under disciplinary review) for temporarily assigning an employee to a particular shift for a maximum of three months.

17.2 All vacancies in shifts which occur outside of the semiannual shift selection shall be filled in the same manner as the semiannual transfer of shifts.

ARTICLE 18
OVERTIME

18.1 Employees shall be paid at a double time (2x) rate for all overtime hours worked beyond twenty-five (25) hours of overtime worked during the same two (2) week pay period.

Employees shall be paid at a double time (2x) rate for all overtime hours worked beyond fifty (50) hours of overtime work during the same one (1) calendar month period.

18.2 Employees who work overtime shall be paid overtime in multiples of 1/10 of an hour for each six minutes worked.

18.3 Accrued time off allowed or time granted for sick leave or vacation leave shall be counted as hours worked for purposes of overtime computation.

18.4 Employees required to standby during non-duty hours shall be paid 1.33 hours at the time-and-one-half rate (equal to 2 hours at the straight time rate).

18.5 Employees called in to work outside of their regular work hours shall receive a minimum of two hours pay at the overtime rate unless the call-in occurs within two hours of the start of their regular work shift.

18.6 For each period of time for which an employee is entitled to pay by this Agreement, the employee shall be paid 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.

ARTICLE 19
COMPENSATORY TIME

19.1 Compensatory time (straight and time and one half) may be accumulated up to 100 hours. Compensatory time accrued in excess of 100 hours shall be converted to pay each pay period.

19.2 Use of compensatory time which would require overtime coverage will be allowed for good cause.

ARTICLE 20
REPORTING TIME

20.1 Employees shall be required to report six minutes prior to the start of the shift and shall be paid at a rate of time and one half for the six minutes. The parties agree that this payment is complete compensation for overtime arising from the reporting procedures for the relieving employee and the employee being relieved but not for additional time required for other duties extending the shift.

ARTICLE 21
SHIFT DIFFERENTIAL

21.1 An employee who is required to work a hourly 2 afternoon rate shift or hourly 3 rate nightshift shall be paid a shift premium as follows: $0.27 for the hourly 2 rate afternoon shift; $0.35 for hourly 3 night rate shift.

21.2 For purposes of definition, an afternoon shift is any shift starting between 12 noon and 10:00 p.m., and a night shift is any shift starting between 10:00 p.m. and 4:00 a.m.

Employees scheduled for midnight/afternoon, hourly 2/hourly 3 shift should be paid shift differential for all hours worked, including scheduled overtime.

ARTICLE 22
DAYLIGHT SAVING TIME

22.1 Fall: Employees working during the adjustment of time shall be paid one hour at the overtime rate.

22.2 Spring: The City has the option of sending employees home early; however, if the City chooses to exercise this option, no employee will be docked pay or time from any accumulated bank.

ARTICLE 24
RESIDENCY INCENTIVE

24.1 Employees who are Southfield residents as of January 1st will receive 1.5% of base pay (longevity, overtime, etc. will not be included in the calculation) provided in the form of deferred compensation only. Employees will have a choice of different deferral plans provided through the City's deferred compensation carriers.

The term "residence" means the place where one resides, a place of abode accompanied with the intent to remain, a settled or permanent home or domicile. Residency shall be construed to be the actual domicile of the individual; where he/she normally eats and sleeps and maintains his/her normal personal and household effects, and where the employee's spouse and/or dependents reside.

Eligible Southfield residents will be required to apply to the Human Resources office for their residency incentive. This department will verify the residency, indicate the amount of funds the employee will be able to defer and stipulate the different deferral plans provided by the deferred compensation carrier. The employee will be required to indicate his/her choice of deferral plans on the supplemental participation form. These funds will then be placed with a deferred compensation carrier as of the first pay period in February.

An employee's statement of residency will be subject to verification by the City of

Southfield at the time of application and any other time deemed appropriate. At the time of application, the employee will affirm that he/she lives in the City and show a valid Driver's License indicating a Southfield address. If residency is challenged, the employee may also be required to substantiate residency by producing utility bills, voter's registration and any other such tests that may be deemed reasonable by the City.

Upon completion of a preliminary investigation, the City will determine residency. If the applicant for the residency incentive wishes to appeal the decision made by the City, then such appeal may be made through the grievance procedure.

Probationary employees who live in Southfield by January 1st will be eligible for the benefit immediately and will not be required to wait until their probationary status has ended.

The residency benefit cannot be pro-rated. In other words, the program will be offered only once at the beginning of each calendar year. If an employee moves into Southfield in June, the residency benefit will commence the following January.

You have to be on active City payroll on January 1st to be eligible for this benefit.

The City can, under Section 457 of the Internal Revenue Code, participate in a deferred compensation program for resident employees. The limit would be the annual maximum deferral of 25% of base salary or $7,500 whichever is the lesser. For those employees who are currently participants in the Deferred Compensation Program, the

City's participation would either allow them to reduce their contributions if already at the maximum or to have contribution levels increased by the amount of the City incentive, if below the minimum. The residency incentive will be included as "compensation" in determining "final average compensation" for retirement purposes as defined in Section 1.313 of Ordinance #1491.

ARTICLE 25
CLOTHING AND CLEANING ALLOWANCES

25.1 Clothing Allowance. A clothing allowance of $250 shall be credited to each employee's account annually (July 1). Clothing purchases in accordance with departmental regulations and City purchasing programs shall be charged against the account. Balance of annual clothing allowance remaining in account on June 30 shall be cumulative.

A. Initial uniforms required by the City for performance of duty will be furnished without cost to new employees. Such new employees' first annual clothing allowance (after initial purchase) shall be prorated based upon date of hire.

B. Initial issue of any or all uniform items shall be furnished by the City without cost to employees in the event that the City requires a change in uniforms.

C. Termination - Employees leaving the Department shall return to the Department all uniform clothing (in their possession or control), leather goods and Department property.

25.2 Cleaning Allowance. An annual lump sum cleaning allowance of $250 per year shall be paid by December 1 of each year.

ARTICLE 26
REIMBURSEMENT FOR VEHICLE USE

26.1 The authorized use of a personal vehicle will be reimbursed at the IRS mileage rate in effect at the time, as adopted by the City. The only additional charges which are reimbursable are parking when a receipt is submitted and parking meter charges up to $5.00 per day. The vehicle must be licensed and insured according to Michigan law.

ARTICLE 27
TRADING OF DAYS

27.1 Bargaining unit members shall be permitted to exchange scheduled working days and shifts; provided, however, this shall be without additional cost to the City and so long as no employee works more than 12 consecutive hours and provided that the employee has a minimum of eight hours off after working a full shift, and upon approval of the Civilian Operation's Director. Requests that are made at least 24 hours in advance shall be granted by the Civilian Operations/Communications Director unless one of the employees is required to be present on the day proposed to be traded.

ARTICLE 28
VACATION LEAVE

28.1 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
five to ten years service	3 weeks
ten to sixteen years service	4 weeks
sixteen years service	4 weeks and one day
seventeen years service	4 weeks and two days
eighteen years service	4 weeks and three days
nineteen years service	4 weeks and four days
twenty years and over service	5 weeks

28.2 In no case will vacation time be granted until an employee has been employed at least six months. Eligibility for vacation leave shall be computed on the basis of completion of the required number of years of 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.

28.3 An employee with less than one full year of service prior to January 1st may be allowed vacation leave in the proportion that his actual service bears to a full year of service (6.667 hours per month). The employee may not use this partial vacation leave, however, until completion of probation. Upon prior request of the employee and with the approval of the Civilian Operations/Communications Director, 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 hour.

28.4 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 Worker's Compensation payments shall accrue vacation credits for a maximum of 30 days after starting to receive said sick leave and/or Worker's Compensation payment.

28.5 Employees shall be paid for unused vacation time that has been earned in a two-year period not taken by December 31st of any given calendar year as vacation time cannot be carried over in excess of two calendar years without the written consent of the Civilian Operations/Communications Director and the City's Human Resources Officer.

28.6 A. 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.

B. Selection of vacation leave shall be by bargaining unit seniority.

C. Vacation requests for five consecutive work days (not counting leave days) will be given preference over requests for lesser amounts by supervisors or technicians according to the following procedure:

1. Vacation requests for June, July, and August which are submitted by May 1st shall have preference, and if requests are made for the same or overlapping period(s) preference shall be granted:

a.) Among supervisors by bargaining unit seniority.

b.) Among supervisors and technicians, by City seniority.

2. Vacation requests at other times which are submitted 30 days in advance shall have preference over requests submitted less in advance, and if requests are made for the same or for overlapping period(s) preference shall be granted:

a.) To the employee who has not been granted a five consecutive work day vacation since the preceding June 1st.

b.) Among employees who have been granted five consecutive work day vacation since the preceding June 1st preference shall be granted:

i. Among supervisors, by bargaining unit seniority.

ii. Among supervisors and technicians, by City seniority.

c.) Vacations of five consecutive work days may be granted with less advance notice if they can be granted consistent with scheduling requirements.

3. When an employee is granted a vacation request of at least 40 consecutive hours, his or her leave days immediately preceding and following shall be considered part of the vacation leave, and said employee is considered unavailable to work said leave days unless no other qualified employee is available to work.

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

A. Any employee who is unable to take vacation leave because work load prevents the granting of a vacation leave at any time during the calendar year shall be paid the regular rate for earned vacation leave.

B. Any employee who gives proper notice regarding termination of employment with the City shall be entitled to regular pay for any unused portion of vacation time as of separation.

C. Any employee who is laid off or separated from the City for reasons other than disciplinary action shall be paid accrued or unused vacation time.

D. Any employee who has served three months but less than one year with the City and enters military service shall be allowed vacation time at the rate of 6.667 hours per month, with a maximum not to exceed ten days, paid at the time the employee leaves the City to enter military service.

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

28.8 Employees shall not be entitled to vacation pay if any of the following applies:

A. If an employee separates from the City by reason of absence without leave.

B. If a probationary employee leaves the employ of the City before attaining permanent employee status.

ARTICLE 29
PAID HOLIDAYS

29.1 The following days shall be designated as holidays:

New Year's Day
Martin Luther King's Birthday
President's Day
Good Friday
Juneteenth Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

29.2 An employee scheduled to work on a holiday shall have the option to request the day off as a "holiday taken." If granting the request would result in additional cost, the request will be granted only in exceptional circumstances as determined by the supervisor. In lieu of "holiday taken," the employee shall have the option to request a trade day with another bargaining unit member who shall be compensated for "holiday worked" including Section 29.4 of this article. If an employee receives "holiday taken" status, no time will be deducted from any accumulated bank and the employee shall receive the normal rate of pay for the day.

29.3 An employee who is scheduled to work the holiday and does work the normal shift, shall be paid the regular rate of pay for all hours worked and, in addition, be paid a holiday premium of time and one half for all hours worked.

29.4 An employee not scheduled to work on a holiday shall receive eight hours of compensatory time to be placed into the employee's compensatory time bank.

29.5 An employee who is not scheduled to work on a holiday and is required to work on an overtime basis, shall receive pay or compensatory time at an overtime rate of time and one half for all hours worked; a holiday premium of one-half hour of pay or compensatory time for each hour worked and the normal eight hours of straight compensatory time received in accordance with Section 29.4 of this article.

If the worked holiday is the seventh day worked in the week, the employee shall receive an additional one-half hour of pay or compensatory time for each hour worked. Employees shall not be worked on a seventh day in the work week unless no qualified employee is able to work for whom the day would not be a seventh day worked in the work week.

ARTICLE 30
PERSONAL BUSINESS DAYS

30.1 Each employee shall be eligible for three personal business days per fiscal year. Arrangement for use of a personal business day must be approved by the Civilian Operations/Communications Director at least three days prior to the requested time of use. Unused personal business days may be carried over for a maximum of one year. No compensation shall be paid for unused personal business days.

30.2 The City reserves the right to reject a request for use of personal business days if such use would interfere with the proper conduct of business. Use of a personal business day which would require overtime coverage will be allowed for good cause.

30.3 An employee terminating employment after the start of the fiscal year may use personal business days carried over pursuant to Section 30.1 and a prorated portion of the personal business days credited at the beginning of the current fiscal year. If the employee has used personal business days in excess of the amount stated in the preceding sentence, the City may deduct the amount of the excess from the employee's pay at the time of termination.

30.4 Employees newly hired by the City may not use personal business days during the new-hire probationary period.

ARTICLE 31
BEREAVEMENT LEAVE

31.1 In case of death in the "immediate family", an employee may be granted a leave of absence with pay not to exceed five (5) days, for each given occurrence. Said leave shall be in addition to other types of leave to which the employee is entitled.

31.2 "Immediate family" is defined as wife, husband, child, brother, sister, parent, parent-in-law, grandparent, and grand-parent-in-law. Effective January 14, 2002, add brother-in-law, sister-in-law, grandchild and stepchild to the definition of immediate family.

31.3 A leave may be granted, due to extenuating circumstances for a death of someone other than "immediate family" if the Civilian Operations/Communications Director makes a request on behalf of the employee to the Human Resources Director for approval to grant such leave.

31.4 A maximum of five days of bereavement leave will be granted provided that attendance at the funeral requires the employee to travel 500 miles round-trip or more.

ARTICLE 32
JURY DUTY

32.1 In the event an employee is required to serve jury duty on a scheduled work day, the employee shall receive regular pay subject to the following conditions:

A. All compensation received for jury duty, except mileage, must be paid to the City by the employee.

B. A day shift employee who is released by noon shall report for work after one hour plus travel time.

C. An afternoon or night shift employee shall be rescheduled to the day shift and be governed by No. B above.

ARTICLE 33
SICK LEAVE

33.1 Sick Leave (Regular). Sick leave shall not be considered a privilege which an employee may use at the employee's discretion, but shall be allowed only in cases of actual sickness or disability. Sick leave shall not be taken for medical appointments if, except for the medical appointment, the employee is able to report for work. An employee shall accrue sick leave at the rate of 1 working day per month or 12 days per year; such sick leave shall not accrue while an employee receives sick leave benefits or Worker's Compensation payments. Such sick leave shall continue to accrue only for the balance of the calendar month during which such employee begins to receive sick leave benefits or Worker's Compensation payments.

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 when the employee is the only available caregiver. Reserve sick leave may not be used 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.

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 effective retirement date, up to a maximum of 400 hours.

33.2 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 for future sick leave with pay.

33.3 An employee with less than one full year of City service prior to January 1st may be allowed sick leave in the proportion that the employee's actual service bears to a full year of service, i.e., one day per month. The employee may not use this partial sick leave, however, until completing probation. Upon request of the employee and with approval of the Department Head, an employee may be given sick leave for a period of less than a full day. Sick leave may be granted in minimum increments of one hour.

33.4 Any employee with less than five years continuous service or less than 400 hours accumulated sick leave, and who takes no more than two days of sick leave in any year shall have two days returned to the employee's sick bank.

33.5 Any employee with more than five years continuous service and more than 400 hours accumulated sick leave, who takes no more than two days of sick leave in any year shall receive full pay for the two days at normal rate of pay.

33.6 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 one-year period covered by Section 1 shall receive a perfect attendance recognition payment of $250.00. This payment shall be paid at the same time as the sick leave bonus.

33.7 Sick leave shall be considered for all purposes as continuing service; however, in the event of resignation or discharge, all accumulated or unused sick leave shall be cancelled, and not paid, with exception of retirement. Upon the death of an employee, the employee's designated beneficiary shall be entitled to payment for one-half the amount of deceased employee's unused sick leave.

33.8 Any employee who becomes ill and unable to report for work must notify the on-duty supervisor or the department head at least one hour prior to the start of the scheduled 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.

33.9 An examination certificate from the City Physician or other reputable 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 any employee in order to determine validity of absence due to illness, with sick leave compensation provided in accordance with the physician's report. Should the physician's report indicate that the employee's request for sick leave was not justified, such information may be grounds for dismissal.

33.10 When an employee receives the 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 year, except that any employee so placed on leave without pay as a result of having exhausted sick leave due to illness or disability who has a minimum of ten 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 said employee is not physically able to perform other duties with the City as may be determined by the City; and, further, that said employee is not gainfully employed elsewhere. If, at the end of that time, the 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 the employee's required duties; and provided further that a position is available. Employees injured during other gainful employment outside the City shall not be eligible for sick or disability benefits.

33.11 An employee shall have to his or her credit unused sick leave and vacation 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, vacation shall be paid off and accrued sick leave shall be cancelled. In the case of a transfer to a position covered by a police contract, vacation shall be paid off and accrued sick leave shall be cancelled except that up to 240 hours of accrued reserve sick leave shall remain to the employee's credit.

33.12 Reserve Sick Leave. A reserve sick leave bank is established with accumulation at the rate of ½ day per month, with a maximum accumulation of 60 days. Use of days in the reserve sick leave bank shall be for continuous illness only, and only after the expiration of the employee's own regular sick leave. Reserve sick leave bank accumulation is not subject to pay provisions under any conditions except usage.

33.13 Continuous illness shall be defined for purposes of this Article as hospitalized illness or an illness extending for a period of at least 30 days.

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

A. 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.

B. 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.

C. 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.

33.15 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.

Michigan Complied Laws:

408.971 Other law, regulation, requirement, policy, or standard, including collective bargaining agreement; scope and limitation of act.

Sec. 11. (1) This act provides minimum requirements pertaining to earned sick time and shall not be construed to preempt, limit, or otherwise affect the applicability of any other law, regulation, requirement, policy, or standard, including a collective bargaining agreement, that provides for greater accrual or use of time off, whether paid or unpaid, or that extends other protections to employees.

ARTICLE 34
SICK BANK POOL

34.1 In the event that a bargaining unit member has exhausted his/her regular sick bank and reserve sick bank, and would otherwise continue on sick leave without any compensation, bargaining unit members on an individual basis may elect to donate to that employee, any time accrued in their vacation banks. At such time that the employee with the exhausted bank approaches that point, the Association shall be notified and shall poll its members and respond to the City within seven days as to any amounts of vacation time to be donated. Each employee so donating shall confirm the amount in writing to the City. If the employee on sick leave returns to work prior to using all the donated time, such time shall be returned to donors on a pro rata basis. In the event that the donated time is exhausted prior to return to work, the procedure for donation may be repeated at the option of the Association.

ARTICLE 35
LONG TERM DISABILITY PROGRAM

35.1 There is established a long-term disability program for employees to be administered as follows:

A. There is a six-month continuous waiting period for eligibility;

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 the employee's 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 50 percent of base salary, less any payments received by the employee via social security, pension, Worker'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; and

F. Employees receiving long-term disability benefits shall be considered as on a leave of absence without pay.

ARTICLE 36
MATERNITY LEAVE

36.1 Maternity related absences shall be treated as a non-duty related disability for purposes of use of leaves and benefits as provided elsewhere in this Agreement.

ARTICLE 37
DUTY DISABILITY LEAVE

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

37.2 Career or probationary employees who are unable to work as a result of an injury sustained through the course of employment with the City shall receive duty disability pay as follows:

A. First seven calendar days - The City will pay the employee's regular pay during the first week of disability. The employee's sick leave will not be charged for this time; the time shall be charged to duty disability leave which is limited to the first seven calendar days for each occurrence.

B. After seven calendar days - The employee shall receive payment established under the regulations of the Worker's Compensation Act; in such cases the following shall apply:

1. All disability compensation checks will be made payable to the employee, but they will be delivered to the City Accounting office, endorsed by the employee.

2. If the employee has sufficient accrued sick leave, the employee will receive a payroll check for the difference between the Worker's Compensation check and the employee's normal bi-weekly payroll check.

3. In the event the employee has no accrued sick leave, the Worker's Compensation check will be mailed directly to the employee, who will receive no other form of compensation.

4. The City, through a combination of Worker's Compensation payments

and City payments, will guarantee a minimum of 85 percent of the basic 40-hour weekly wage (or portion thereof). Said guarantee of payment to 85 percent shall be limited to a maximum of 13 weeks for each such disability in any 12 consecutive months.

5. During the first 13 weeks of disability wherein the provisions of No.4 above apply, accumulated sick leave or vacation leave will be charged at the rate of the balance 15 percent for full pay. At the end of the 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. After 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. The employee shall endorse the check to the City, which in turn shall credit said check to the proper fund of the City of Southfield.

37.3 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.

ARTICLE 38
LEAVES OF ABSENCE WITHOUT PAY

38.1 The department head may grant a leave of absence without pay. A leave of absence without pay may be requested for any legitimate purpose and should be requested well in advance. 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 department head. Leaves of absence without pay may not exceed one year in duration, however, at the discretion of the department head, they may be renewed, provided the request is submitted not less than 30 days prior to the expiration date of the leave.

38.2 The department head must approve or disapprove request for leave of absence and indicate whether the position will be open. If the position is not open upon completion or prior to completion of the leave of absence, and the employee applied for reinstatement within the leave time granted, the employee's name will be placed on the top of an eligible list for consideration in a position in the public safety supervisor classification. If an eligibility list does not exist, the employee's name will be placed on the top of the eligible list for the public safety technician. The appointing authority will be entitled to a list of the top three eligible in order to complete the selection process. Probationary status may be required by the department head. An employee who applies for reinstatement will remain on the top of the eligibility list for a period of nine months. If after that time the employee is not hired, and is still interested in reinstatement, the employee would have to be retested to obtain a rank on the eligibility list.

38.3 Leaves of absence granted by the department head up to ten days in duration are not subject to deduction from seniority. Any ten-day leave developing into a longer period of leave without pay shall become a part of the longer leave of absence. Employees granted a leave of absence for a period over two weeks (ten working days) shall not accrue vacation or sick leave.

38.4 Employees on a Leave of Absence Without Pay shall not receive any compensation for holidays occurring during said leave and 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 and upon written approval of the Human Resources Director elect to continue in all or part of the paid insurance programs at his/her own expense. Upon electing to continue such coverage, said employee must make full payment in advance for participating in insurance programs.

38.5 The above provisions do not apply to leaves taken under the FMLA, which leaves are governed by the provisions of the FMLA, and the City policies and procedures for FMLA, including but not limited to the City's policy of the option to send an employee returning from a FMLA controlled leave to a medical practitioner of the City's choice at the City's expense to determine ability to return to work.

38.6 MILITARY LEAVE Any employee who has served three months, but less than one year with the City, and enters military service shall be allowed vacation time at the rate of 6.667 hours per month, with a maximum not to exceed ten days, paid to him at the time he 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 any vacation time the years of service with the City shall be the total of years employment plus years, or fraction thereof, of required military service.

An employee who is inducted or enlists in the armed forces of the United States for training or service shall be granted leave of absence without pay for the required duration for such service and for a period of 90 calendar days following the period of actual service. Upon the termination of such service or at any time during the 90-day period provided following such service the employee shall have the right to return to the former position provided it exists and the employee is still otherwise qualified. At the time of application for reinstatement, the application must be accompanied by the certificate and medical statement provided for the Selective Training and Service Act of 1939 and S.A. Res. 286. Upon reinstatement, the employee shall be returned to the step comparable to that held before leaving.

In the event employee's former position is not available or employee is no longer physically qualified for his former position and is able to satisfactorily perform duties of another position, every effort shall be made to place such employee in another position.

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 weeks per calendar year. Vacation privileges are not affected by such leaves. However, an individual who receives military training leave will automatically be considered last when the schedule for vacation leave is determined.

ARTICLE 39
EDUCATIONAL INCENTIVE

39.1 Career 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) for full-time career employees; in no case shall the reimbursement exceed the actual cost to the employee. Further, the City will reimburse full time career 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 must 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 must 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.

39.2 Educational Leaves of Absence. Upon request, an employee with written approval from the Department Head may be granted a Leave of Absence not to exceed 12 months for the purpose of pursuing formal education. Said leave must be for attendance at an accredited institution and shall be without pay or benefits during the period of leave (continuation of group insurance benefits to be at employee's expense). If granting of said educational leave is deemed by the City to be in the best interest of the City, the City may approve said educational leave request.

ARTICLE 40
TRAINING

40.1 If the City requires an employee to attend training which does not entail an overnight stay, the employee shall be compensated as follows:

A. For annual LEIN update training the employee shall receive regular pay for the day. The employee shall not be required to report to work after the training. There shall not be additional compensation for expenses other than parking or for training and travel which extends beyond the normal work day.

B. In-service training: If an employee is required to report for training outside of the employee's schedule, the overtime provisions of the contract shall apply.

C. For all other required training:

1. If the training occurs on a scheduled work day:

a.) If the time spent traveling and training does not exceed seven hours, the employee may be required to return to work for the balance of the eight hour work day.

b.) If the time spent traveling and training exceeds eight hours, the employee shall receive compensatory time at a time and one half rate for the time in excess of eight hours.

2. If training occurs on a scheduled leave day:

a.) The employer may, with seven days notice, schedule the employee an adjusted leave day and make the training day a scheduled work day and Section 1 above shall apply. If an adjusted leave day is not scheduled, the employee shall receive compensatory time at a time and one half rate for the time spent in traveling and training.

40.2 If the City requires an employee to attend training outside of the City which requires an overnight stay, the travel and training time and related expenses will be handled according to the City policy then in effect.

ARTICLE 41
LIFE INSURANCE

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

41.2 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.

ARTICLE 42
HOSPITALIZATION AND MEDICAL INSURANCE

42.1 Hospitalization Insurance. The City shall make available to the employee, spouse, and qualified dependents the Blue Cross/Blue Shield Community Blue PPO-10 plan, $250/$500 annual deductible; 90% in-network co-insurance; out-of-pocket maximum $500/$1000; office co-pay including chiropractic visits $10; emergency room co-pay if not admitted $50.00; prescription drug co-pay $5/$30/$60. Premium contributions during the term of the contract will be in compliance with PA 152 of 2011.

The City may offer as an option Hospitalization insurance benefit the Blue Cross/Blue Shield Community Blue PPO-12 plan, $1000/$2000 annual deductible; 80% co-insurance; out-of-pocket maximum $2500/$5000; office co-pay including chiropractic visits $30; emergency room copay if not admitted $150.00; prescription drug co-pay $7/$35/$70. Premium contributions during the term of the contract will be in compliance with PA 152 of 2011.

The City may offer as an optional health insurance benefit, the Blue Cross/Blue Shield Community Blue 15 Plan, consisting of $2,500/$5,000 annual deductible; 80% coinsurance; $30 office visit co-pay; $150 Emergency Room co-pay; $10/$40/$80 Rx, with a premium contribution in compliance with PA 152 as approved by City Council.

The City may offer as an optional health insurance benefit, the HAP HMO Plan, consisting of $250/$500 annual deductible; 90% coinsurance; $10 office visit co-pay; $10 Urgent Care Co-pay, $50 Emergency Room co-pay; $5/$30/$45 5Rx, out of pocket max single $6,600, Family $13,200 with a premium contribution in compliance with PA 152 as approved by City Council.

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 shall be incorporated in the contract and shall continue.

The Prescription Drug Co-Pay for all plans for individuals who retire shall be as detailed, above. 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 whichever is applicable for the brand drug.

42.2 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. The City has given notice that as alternatives to the health insurance specified in the contract it will offer only Community Blue and an HMO. The HMO plan option is HAP.

42.3 The coverage for 42.1 and 42.2 will commence on the first day of the month following employment or election of coverage with the City 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 other reason, including retirement. In the case of retirement, it will cease unless the employee elects to continue coverage as stated in Article 43.

42.4 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.

Effective as soon as possible following the date of ratification, 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:	$ 4.50
Two-Person:	$ 9.00
Family:	$15.75

42.5 Optical Insurance. The City will provide group optical insurance as summarized in Appendix A (Blue Vision with VSP Choice Network 12/12/24, with $250 for glasses and $250 for contacts) 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.

Effective as soon as possible following the date of ratification, 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:	$ 0.79
Two-Person:	$1.58
Family:	$2.62

42.6 Couples Insurance. For active employees and future retirees, 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 $1300 for employees with 2-person coverage and $1600 for employees with family coverage, payable on a biweekly basis. This payment is not available to retirees.

42.7 The provisions of 42.7 apply to:

Employees who are transferred or promoted into this bargaining unit from another SERS-eligible bargaining unit or employee group and who were subject to these provisions while members of that bargaining unit or employee group; and

Employees hired after the ratification of this agreement by both parties or transferred into this bargaining unit from a non-SERS bargaining unit or employee group after the ratification of this agreement by both parties [March 2, 2009].

1. The City gives notice that as alternatives to the health insurance specified in the contract it will offer only Community Blue PPO.

2. Employees shall pay the following percent of base pay for medical, dental and optical coverage: 1 person, 2.0%; 2 person, 4.0%; family, 5.0%. If the employee opts out of medical insurance, but desires to have dental and/or optical insurance, the employee shall pay a prorated percent of base pay calculated by dividing the dental and/or optical insurance premium by the Traditional Blue Cross medical insurance premium and rounding to the tenth of a percent.

42.8 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

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.

ARTICLE 43
RETIREMENT

43.1 The retirement program shall be as set forth in Ordinance No. 1491, enacted February 24, 2003, and in Ordinance No. 1491 "nonunion member" or "non-union member" shall include members of SPSCS except where this agreement specifies a different provision.

For employees who retire after September 13, 2004 the pension multiplier shall be 2.5%.

43.2 Effective 7/1/95, the employee's contribution to the pension fund shall cease.

43.2(a) Effective June 8, 2013, employees in the unit prior to October 5, 2009 shall contribute 5% of pensionable wages, payable as a salary reduction on a pre-tax basis under IRS Section 414(h). These contributions will not be refunded at retirement, but shall be refunded upon termination prior to pension vesting, wherein no pension benefit is payable.

43.3 Retirants electing Option A shall have the option of electing a "pop-up" option with the reduction in the regular pension required to make this option cost-neutral.

433.4 In calculating final average compensation the meaning of compensation shall be as set forth below:

Compensation shall mean the salary or wages paid an Employee for personal services rendered to the Employer including (a) vacation and holiday pay, (b) sick leave pay while absent from work, (c) longevity pay, (d) items of deferred compensation as provided by the City, and (e) items of a similar nature as provided by administrative rule and regulation. Compensation for purposes of retirement shall not include (a) remuneration for overtime services, (b) allowances for clothing, equipment, travel and similar items, (c) reimbursement for expense incurred, (d) payment in consideration of unused sick leave accumulations, (e) salary, wages or other items which are the basis of benefits under another retirement program, excluding F.I.C.A., and (f) items of a similar nature as provided by administrative rule and regulation.

Payments for unused vacation leave accumulations shall be included in calculating a member's final average compensation. For any year used in calculating final average compensation, the amount of payment for unused vacation leave which is used shall not exceed the amount of payment for twice the member's vacation accrual for the year.

43.5 Effective January 14, 2002, in addition to the current eligibility conditions, members may retire with an unreduced regular pension when the member's age plus service totals 82. Fractional parts of age and service may be used in the calculation. The total must be equal to or greater than 82 without rounding.

43.6 The provisions of 43.6 are applicable to:

Employees who are transferred or promoted into this bargaining unit from another SERS-eligible bargaining unit or employee group and who were subject to these provisions while members of that bargaining unit or employee group; and

Employees hired after the ratification of this agreement by both parties or transferred into this bargaining unit from a non-SERS bargaining unit or employee group after March 2, 2009.

Such employees shall be subject to the following pension plan modifications:

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

B. Benefit multiplier: 2.0%

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

D. Benefit cap: 70% of FAC

E. Employee contribution: 3% of pensionable wages, payable as a salary reduction on a pretax basis under IRS Section 414 (h). These contributions will not be refunded at retirement. Effective June 8, 2013, the non-refundable employee pension contribution shall be 5% of pensionable wages, payable as a salary reduction on a pretax basis under IRS Section 414 (h). Pension contributions shall be refunded upon termination prior to pension vesting, where no pension benefit is payable. Effective June 29, 2020, the employee contribution shall be increased by another 1% up to a total of 6%. Effective December 16, 2020, the employee pension contribution shall be increased from six (6%) to seven (7%).

Employees hired before March 2, 2009, will keep benefit multiplier: 2.5%

43.7 Employees who retire on or after September 13, 2004 but prior to November 19, 2018 and their eligible spouses or eligible surviving spouses will be eligible to receive medical insurance from the City according to the following conditions:

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 F below.

B. The retiree's share of the premium for medical insurance shall be $10 per month for the retiree and $20 per month for the retiree and spouse. Effective July 20, 2015, the retiree's share of the premium for any post-retirement medical insurance shall be $10 per month for the retiree and $100 for the retiree and spouse, provided the retiree attained a minimum of 25 years of credited pension service at retirement. For a retiree with at least 15 years of credited pension service but less than 25 years of credited pension service at retirement, the City shall provide the retiree and eligible surviving spouse with a payment of 4% of the monthly premium/illustrative rate per year of credited pension service, with retiree paying a minimum payment for retiree's spouse of $100 per month. For a retiree with less than 15 years of credited pension service at retirement, no retiree healthcare benefit will be provided by the City, but the retiree 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 disability retirement or death-in-service retirement benefit under the terms of the Southfield Employee Retirement System (SERS) ordinance will receive the retiree health care benefit described herein as if the employee had attained 25 years of credited pension service.

C. Retiree Health Insurance Contribution. For those eligible for retiree health insurance who retire on or after November 19, 2018, retirees shall contribute the following toward the cost of health insurance:

Before 15 years of service – No retiree healthcare (unless Duty Disability or Duty Death

15 to 19 years of service – retiree pays 50% of premium/illustrative rates

20 to 24 years of service

Retiree:	$75/month retiree contribution
Retiree + Spouse	$225/month retiree contribution

25+ years of service:

Retiree:	$30/month retiree contribution
Retiree + Spouse	$150/month retiree contribution

Employees who become eligible for a Duty Death or Duty Disability pension shall receive retiree health insurance as if the employee had obtained 25 years of credited pension service.

Employees who become eligible for a non-duty death or non-duty disability pension shall receive retiree health insurance as if the employee had obtained 20 years of credited pension service unless the employee has already qualified for the 25 year service benefit based on actual pension service.

D. 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.

E. 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.

F. 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 9/13/04.

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.

J. Effective May 31, 2013, subject to provision of 43.7 H and 43.7 K, upon retirement that qualifies for retiree healthcare, the City shall make available to the employee and spouse the Blue Cross/Blue Shield Community Blue PPO-10 plan with $5/$30/$60 drug co-pay, $10 office visit co-pay, including chiropractic visits and $50 emergency room co-pay, if not admitted.

K. New employees hired after May 31, 2013 will, in lieu of the retiree healthcare set forth in this contract, be covered by the following provisions. In lieu of retiree healthcare, the City will contribute $200 per each month employee works to a fund, which will be available upon retirement for the purchase of healthcare. 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

43.8 Employees who retire after September 13, 2004 may elect to participate in the City's optical and/or dental insurance plan by authorizing the City to deduct the appropriate premium amount from the retiree's pension check. This election can be made within one year after the date of retirement, or at a later date if the retiree can furnish proof of coverage from another source from one year after the date of retirement until the date of application for optical, dental or both. Retirees who terminate their participation shall be barred from participation at any future date. Once the election has been made, coverage will be made available as soon as practical. It is understood that the retiree will bear the full premium cost including any and all future increases.

43.9 Effective July 1, 2007, employees shall make a 1% contribution, post tax, to the RHC (VEBA). Effective July 1, 2008, employees shall make an additional 1% contribution, post tax, to the RHC (VEBA).

43.10 All new employees hired after the ratification of this agreement (not currently in SERS, employee will be placed in the 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% multiplier 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

b) 3% Employee contribution

c) 5 years vesting

ARTICLE 44
New Classifications

1. 44.1 A Pilot Program is established for the creation of a new classification titled Senior Public Safety Supervisor (SPSS). This classification shall be assigned based upon interview with Department Head and will receive ten (10) percent pay above the Step 6 Public Safety Supervisor (PSS) rate for all hours worked. The position will be for the term of the contract and will be rebid with each new contract. The position will be assigned additional duties as directed by the Department Director.

   44.2 This Pilot Program shall be effective until 06/30/2028, at which time it will sunset unless renegotiated for inclusion in the successor Collective Bargaining Agreement (CBA). Alternatively, the parties may mutually agree to incorporate the terms of this Pilot Program into the successor CBA.

   44.3 A new classification titled Flex Employees is established and included in the bargaining unit. The terms and conditions of employment for Flex Employees are set forth in Appendix B.

ARTICLE 45
COPIES OF CONTRACT

45.1 The collective bargaining agreement between the parties hereto shall be reduced to a written document, and made available in digital form on the City's website to all members of the bargaining unit.

ARTICLE 46
ANNUAL WAGES, RATES AND INCREMENT STEPS
FOR PUBLIC SAFETY SUPERVISOR

a) The new wage table will be established that will include 6 steps:
All wages are based on a 2080 annual schedule (LOU dated 08-16-2018 is continued – APPENDIX C).

Migration Wage Chart	
Step 1	$56,107.19
Step 2 (6 months)	$61,701.12
Step 3	$67,295.05
Step 4	$72,888.98
Step 5	$78,482.91
Step 6	$84,076.84

b) Employees will receive base rate increase as listed:

- Effective July 1, 2025 – 3 % increase
Current employees on the City payroll will receive a minimum increase of 3% and will be placed on the pay step that is closest to, but higher than their current pay in accordance with the Migration Chart.
- Effective July 1, 2026 – 3 % increase
- Effective July 1, 2027 – 3 % increase
- All wage adjustments will be retroactive to July 1, 2025, per PA 312.

c) 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.

d) New members entering the bargaining unit can be placed on the wage chart at any step up to Step 4. Except for Step 2 (6 months) all members shall progress through the wage chart to the next step on their respective anniversary date of hire.

e) Employees on payroll on the date of ratifications will receive a $2,000 signing bonus. The signing bonus will be paid by separate electronic check and will not count toward pension calculations.

Southfield Public Safety Supervisors
Salary Schedule - Effective July 1, 2025

.27 AFT/SHIFT
.35 MID/SHIFT
$2.50 DISP PREM

Rank/Position		Step 1	Step 2 (6 months)	Step 3	Step 4	Step 5	Step 6
Public Safety Supervisor	Annual	$56,107.19	$61,701.12	$67,295.05	$72,888.98	$78,482.91	$84,076.84
	Bi-Wkly	$2,157.97	$2,373.12	$2,588.27	$2,803.42	$3,018.57	$3,233.72
	Hourly 1	$26.9746	$29.6640	$32.3534	$35.0428	$37.7322	$40.4216
	Hourly 2	$27.2446	$29.9340	$32.6234	$35.3128	$38.0022	$40.6916
	Hourly 3	$27.3246	$30.0140	$32.7034	$35.3928	$38.0822	$40.7716
Senior Public Safety Supervisor							$92,484.52

Southfield Public Safety Supervisors
Salary Schedule - Effective July 1, 2026

.27 AFT/SHIFT
.35 MID/SHIFT
$2.50 DISP PREM

Rank/Position		Step 1	Step 2 (6 months)	Step 3	Step 4	Step 5	Step 6
Public Safety Supervisor	Annual	$57,790.41	$63,552.15	$69,313.90	$75,075.65	$80,837.40	$86,599.15
	Bi-Wkly	$2,222.71	$2,444.31	$2,665.92	$2,887.52	$3,109.13	$3,330.74
	Hourly 1	$27.7838	$30.5539	$33.3240	$36.0941	$38.8641	$41.6342
	Hourly 2	$28.0538	$30.8239	$33.5940	$36.3641	$39.1341	$41.9042
	Hourly 3	$28.1338	$30.9039	$33.6740	$36.4441	$39.2141	$41.9842
Senior Public Safety Supervisor							$95,259.06

Southfield Public Safety Supervisors
Salary Schedule - Effective July 1, 2027

.27 AFT/SHIFT
.35 MID/SHIFT
$2.50 DISP PREM

Rank/Position		Step 1	Step 2 (6 months)	Step 3	Step 4	Step 5	Step 6
Public Safety Supervisor	Annual	$59,524.12	$65,458.72	$71,393.32	$77,327.92	$83,262.52	$89,197.12
	Bi-Wkly	$2,289.39	$2,517.64	$2,745.90	$2,974.15	$3,202.40	$3,430.66
	Hourly 1	$28.6174	$31.4705	$34.3237	$37.1769	$40.0301	$42.8832
	Hourly 2	$28.8955	$31.7486	$34.6018	$37.4550	$40.3082	$43.1613
	Hourly 3	$28.9779	$31.8310	$34.6842	$37.5374	$40.3906	$43.2437
Senior Public Safety Supervisor							$98,116.83

In the event the wage percentage increases proposed above are less than, the wage percentage increases approved by other non-Police/Fire unions, 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.

ARTICLE 47
RETROACTIVITY

7.1 The terms of this Agreement shall be effective upon ratification by both parties, except that wages, including the computing of longevity pay, vacation pay, holiday pay and overtime shall be retroactive as set forth in Article 45.

ARTICLE 48
NOTICE OF DEMANDS

48.1 On or before April 1 before the termination date of this Agreement, the Union shall submit to the City a list of its demands for the next contract period.

ARTICLE 49
TERM OF AGREEMENT

49.1 **This Agreement** shall be effective July 1, 2025 and remain in force until June 30, 2028. It may be extended by agreement of the parties for successive periods of sixty days. An extension shall terminate with the ratification by both parties of a new agreement.

The current agreement reflects changes agreed to by the parties by Tentative Agreement dated 06/27/2025, approved by City Council on 09/29/2025, ratified by the Union on 7/2/25.

CITY OF SOUTHFIELD

By:______________________
Kenson J. Siver, Mayor

By:______________________
Gabi Grossbard, City Clerk

POLICE OFFICERS ASSOCIATION OF MICHIGAN

By:______________________

SOUTHFIELD PUBLIC SAFETY COMMUNICATIONS SUPERVISORS

By:______________________ Jeff Merser PSS Local President

By:______________________ Gregg Allgeier Business Agent , POAM

INDEX

Index will be updated after all changes are approved and made

Blue Cross Blue Shield of Michigan

A nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association

CITY OF SOUTHFIELD
Dental Coverage
Benefits-at-a-glance

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten. If your group is self-funded, please see any other plan documents your group uses. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

Coverage determination: Claims are subject to dental necessity verification and availability of dental benefits when they are processed, as well as the terms and conditions of the applicable BCBSM certificates and riders.

Network access information
With Blue Dental PPO, members can choose any licensed dentist anywhere. However, they'll save the most money when they choose a dentist who is a member of the Blue Dental PPO network.

Blue Dental PPO network- Blue Dental members have unmatched access to PPO (in-network) dentists through the Blue Dental PPO network, which offers more than 535,000 dentist locations* nationwide. PPO dentists agree to accept our approved amount as full payment for covered services, and members pay only their applicable coinsurance and deductible amounts. Members also receive discounts on noncovered services when they use PPO dentists (in states where permitted by law). To find a PPO dentist near you, please visit **mibluedentist.com** or call **1-888-826-8152.**

**A dentist location is any place a member can see a dentist to receive high-quality dental care. For example, one dentist practicing in two offices is two dentist locations.*

Blue Par Select℠ arrangement- Most non-PPO(out-of-network) dentists accept our Blue Par Select arrangement, which means they participate with the Blues on a "per claim" basis. Members should ask their dentists if they participate with BCBSM before every treatment. Blue Par Select dentists accept our approved amount as full payment for covered services, and members pay only applicable coinsurance and deductibles. To find a dentist who may participate with BCBSM, please visit **mibluedentist.com.**

Note: Members who go to nonparticipating dentists are responsible for any difference between our approved amount and the dentist's charge.

Eligibility information

Member	Eligibility Criteria
Dependents	• Subscriber's legal spouse • Dependent children: related to you by birth, marriage, legal adoption or legal guardianship; eligible for dental coverage through the end of the calendar year in which they turn age 26, provided all eligibility requirements are met.

Member's responsibility (deductible, coinsurance and dollar maximums)

Benefits	In-network	Out-of-network
Deductible	None	None

BLUE DENTAL;DO-BM-$2000;DO-FLX;DO-IN-C1-C0%;DO-IN-C2-C10%;DO-IN-C3-C40%;DO-IN-C4-C40%;DO-NP-C3-C40%;DO-NP-C4-C40%;DO-OLM-$2000;DO-ON-C1-C0%;DO-ON-C2-C10%;DO-PPO

Benefits	In-network	Out-of-network
Coinsurance (percentage of BCBSM's approved amount for covered services)		
• Class I services	None (covered at 100%)	None (covered at 100%)
• Class II services	10%	10%
• Class III services	40%	40%
• Class IV services	40%	40%
Dollar maximums		
• Annual maximum for Class I, II and III services	$2,000 per member	
• Lifetime maximum for Class IV services	$2,000 per member	

Class I services

Benefits	In-network	Out-of-network
Oral exams	100% of approved amount	100% of approved amount
	Note: Twice per calendar year	
A set (up to 4 films) of bitewing x-rays	100% of approved amount	100% of approved amount
	Note: Twice per calendar year	
Panoramic or full-mouth x-rays	100% of approved amount	100% of approved amount
	Note: Once every 36 months	
Prophylaxis (cleaning)	100% of approved amount	100% of approved amount
	Note: Twice per calendar year	
Sealants - for members age 19 and younger	100% of approved amount	100% of approved amount
	Note: Once per tooth in any 36 consecutive months when applied to the first and second permanent molars	
Emergency palliative treatment	100% of approved amount	100% of approved amount
Fluoride treatments	100% of approved amount	100% of approved amount
	Note: Two per calendar year	
Space maintainers - missing posterior (back) primary teeth - for members 18 and younger	100% of approved amount	100% of approved amount
	Note: Once per quadrant per lifetime	

Class II services

Benefits	In-network	Out-of-network
Fillings - permanent (adult) teeth	90% of approved amount	90% of approved amount
	Note: Replacement fillings covered after 24 months or more after initial filling	
Fillings - primary (child) teeth	90% of approved amount	90% of approved amount
	Note: Replacement fillings covered after 12 months or more after initial filling	
Crowns, onlays, inlays, and veneer restorations - permanent teeth - for members age 12 and older	90% of approved amount	90% of approved amount
	Note: Once every 60 months per tooth	

BLUE DENTAL;DO-BM-$2000;DO-FLX;DO-IN-C1-C0%;DO-IN-C2-C10%;DO-IN-C3-C40%;DO-IN-C4-C40%;DO-NP-C3-C40%;DO-NP-C4-C40%;DO-OLM-$2000;DO-ON-C1-C0%;DO-ON-C2-C10%;DO-PPO

Benefits	In-network	Out-of-network
Recementation of crowns, veneers, inlays, onlays and bridges	90% of approved amount	90% of approved amount
	Note: Three times per tooth per calendar year after six months from original restoration	
Oral surgery	90% of approved amount	90% of approved amount
Root canal treatment	90% of approved amount	90% of approved amount
	Note: Once per tooth per lifetime	
Scaling and root planing	90% of approved amount	90% of approved amount
	Note: Once every 24 months per quadrant	
Limited occlusal adjustments	90% of approved amount	90% of approved amount
	Note: Limited occlusal adjustments covered up to five times in any 60 consecutive months	
Occlusal biteguards	90% of approved amount	90% of approved amount
	Note: Once every 12 months	
General anesthesia or IV sedation	90% of approved amount	90% of approved amount
	Note: When medically necessary and performed with oral surgery	
Repairs and adjustments of a partial or complete denture	90% of approved amount	90% of approved amount
	Note: Six months or more after denture is delivered	
Relining or rebasing of a partial or complete denture	90% of approved amount	90% of approved amount
	Note: Once per arch in any 36 consecutive months	
Tissue conditioning	90% of approved amount	90% of approved amount
	Note: Once per arch in any 36 consecutive months	

Class III services

Benefits	In-network	Out-of-network
Removable dentures (complete and partial)	60% of approved amount	60% of approved amount
	Note: Once every 60 months	
Bridges (fixed partial dentures) - for members age 16 and older	60% of approved amount	60% of approved amount
	Note: Once every 60 months	
Endosteal implants - for members age 16 or older who are covered at the time of the actual implant placement	60% of approved amount	60% of approved amount
	Note: Once per tooth per lifetime when implant placement is for teeth numbered 2 through 15 and 18 through 31	

Class IV services - Orthodontic services for dependents under age 19

Benefits	In-network	Out-of-network
Minor treatment for tooth guidance appliances	60% of approved amount	60% of approved amount
Minor treatment to control harmful habits	60% of approved amount	60% of approved amount
Interceptive and comprehensive orthodontic treatment	60% of approved amount	60% of approved amount
Post-treatment stabilization	60% of approved amount	60% of approved amount

BLUE DENTAL;DO-BM-$2000;DO-FLX;DO-IN-C1-C0%;DO-IN-C2-C10%;DO-IN-C3-C40%;DO-IN-C4-C40%;DO-NP-C3-C40%;DO-NP-C4-C40%;DO-OLM-$2000;DO-ON-C1-C0%;DO-ON-C2-C10%;DO-PPO

Benefits	In-network	Out-of-network
Cephalometric film (skull) and diagnostic photos	60% of approved amount	60% of approved amount

Note: For non-urgent, complex or expensive dental treatment such as crowns, bridges or dentures, members should encourage their dentist to submit the claim to Blue Cross for predetermination ***before*** treatment begins.

Blue Cross Blue Shield of Michigan

A nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association

CITY OF SOUTHFIELD
VISION COVERAGE

Vision Coverage

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten. If your group is self-funded, please see any other plan documents your group uses. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

Blue Vision benefits are provided by Vision Service Plan (VSP), the largest provider of vision care in the nation. VSP is an independent company providing vision benefit services for Blues members. To find a VSP doctor, call **1-800-877-7195** or log on to the VSP Web site at **vsp.com.**

Note: Members may choose between prescription glasses (lenses and frame) or contact lenses, but not both

Note: Discounts up to 20% for additional prescription glasses and any amount over the allowance ***plus*** savings on non-covered lens extras (up to 25%) when obtained from a VSP provider

Member's responsibility (copays)

Benefits	VSP network doctor	Non-VSP provider
Eye exam	None	None
Prescription glasses (lenses and/or frames)	None	None (member responsible for difference between approved amount and provider's charge)
Medically necessary contact lenses **Note:** No copay is required for prescribed contact lenses that are not medically necessary.	None	None (member responsible for difference between approved amount and provider's charge)

Eye exam

Benefits	VSP network doctor	Non-VSP provider
Complete eye exam by an ophthalmologist or optometrist. The exam includes refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient.	100% of approved amount	Reimbursement up to $45 (member responsible for any difference)
	One eye exam in any period of 12 **consecutive** months	

Lenses and frames

Benefits	VSP network doctor	Non-VSP provider
Standard lenses (must not exceed 60 mm in diameter) prescribed and dispensed by an ophthalmologist or optometrist. Lenses may be molded or ground, glass or plastic. Also covers prism, slab-off prism and special base curve lenses when medically necessary. • Progressive Lenses - Covered when rendered by a VSP network doctor	100% of approved amount	Reimbursement up to approved amount based on lens type (member responsible for any difference)
	One pair of lenses, with or without frames, in any period of 12 **consecutive** months	

Benefits	VSP network doctor	Non-VSP provider
Standard frames	$250 allowance that is applied toward frames (member responsible for any cost exceeding the allowance)	Reimbursement up to $70 (member responsible for any difference)
Note: All VSP network doctor locations are required to stock at least 100 different frames within the frame allowance.	One frame in any period of 24 consecutive months when services are rendered by a VSP network provider	

Contact Lenses

Benefits	VSP network doctor	Non-VSP provider
Medically necessary contact lenses (requires prior authorization approval from VSP and must meet criteria of medically necessary)	100% of approved amount	Reimbursement up to $210 (member responsible for any difference)
	Contact lenses up to the allowance in any period of 12 **consecutive** months	
Elective contact lenses that **improve** vision (prescribed, but do not meet criteria of medically necessary)	$250 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)	$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)
	Contact lenses up to the allowance in any period of 12 **consecutive** months	

CITY OF SOUTHFIELD

Flex Employee Classification – PSS

June 3, 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 25% 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 may be subject to schedule changes upon twenty-four (24) hours' notice.
9. 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).
10. Flex employees will be subject to layoff before career full time employees shall be subject to layoff, in accordance with their City seniority date.
11. 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.
12. 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.]
13. Flex employees will be enrolled in the Defined Contribution Retirement (401A) with 3% required employee contribution and 3% employer matching contribution.
14. 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.
15. Career employees or Departments may make a request to reduce status of employees to Flex status as allowed by City and Union agreement (if the position a PSS bargaining unit position).

16. 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.
17. 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.
18. 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.
19. Flex employees will serve a probationary period for eight (8) months as "At-will" employees.
20. 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.
21. 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.

5 of 5

LETTER OF UNDERSTANDING

IT IS HEREBY AGREED between the City of Southfield ("the City"), the Police Officers Association of Michigan, Public Safety Supervisors ("the Supervisors"), and the Police Officers Association of Michigan, Public Safety Technicians ("the Technicians") as follows:

1. The parties recognize that the current staffing shortage will be addressed by the change in work schedules set forth below, commencing on August 30, 2018.

2. A schedule consisting of two (2) eight-hour and two (2) twelve-hour shifts per week for each member of the Technicians bargaining unit will be posted and subject to bid on the basis of seniority.

3. A schedule consisting of two (2) eight-hour and two (2) twelve-hour shifts per week for each member of the Supervisors bargaining unit will be posted and subject to bid on the basis of seniority.

4. For Public Safety Technicians, the current schedule of five (5) eight-hour shifts per workweek will be reinstituted once the combined number of members of the bargaining unit who are non-probationary, and fully capable of performing the required work reaches eleven (11) in number.

5. For Public Safety Supervisors, the current schedule of four (4) ten-hour shifts per work week will be reinstituted once the combined number of members of the bargaining unit who are non-probationary, and fully capable of performing the required work reaches five (5) in number.

6. Nothing contained in this Agreement is to be construed as precedent or past practice in future situations. Moreover, nothing contained in this Agreement shall have any effect upon the legal and/or contractual rights possessed by any party at the time this Agreement is executed.

7. This document represents the parties' complete agreement as to the matters set forth herein, and no other such agreement shall be binding unless in writing and signed by the parties.

THE CITY

By: ______________

Its: ______________

Date: ______________

THE SUPERVISORS

By: ______________

Its: President

Date: 8-16-18

THE TECHNICIANS

By: Debra Rice

Its: President

Date: 8-16-18

By: ______________
Business Agent COAM
08-16-18