

Ratified 9/21/09
DM

TENTATIVE AGREEMENT

Effective upon ratification by TPOAM and by the City Council of the City of Southfield, the parties' agreement for July 1, 2005 to June 30, 2009 is amended as follows. This offer is made contingent upon ratification by the Union by September 22, 2009. If the offer is not ratified by September 22, 2009, the City withdraws its offer.

1 Term of Agreement: July 1, 2009 through June 30, 2010.

2 No wage increase

3 3% non-refundable, pre-tax pension contribution effective October ~~X~~^{5 DM}, 2009

4 31.1, Add to express the current practice:

Part-time employees will be responsible for payment of group hospitalization insurance premiums as follows:

Those employees eligible for 50% of fringe benefits will pay for 50% of the monthly insurance premium.

Those employees eligible for 75% of fringe benefits will pay for 25% of the monthly insurance premium.

34.1 B Add:

In addition to the above payments, retirees who were part-time employees will continue to be responsible for payment of group hospitalization insurance premiums as follows:

Those employees previously eligible for 50% of fringe benefits will pay for 50% of the monthly insurance premium.

Those employees previously eligible for 75% of fringe benefits will pay for 25% of the monthly insurance premium.

5. Effective January 1, 2010, reduce future interest paid on employee contribution account to 2%. This is not a proposal to amend the contract. Under the Pension Ordinance, the Council has the authority to determine this interest rate.

6. Add to Section 3.2

The City will provide the Union an updated Appendix A with new titles and/or revised pay grade assignments within 30 days following implementation of changes.

7. Add to Section 3.3

The City will provide the Union an updated current Appendix B - Pay Ranges upon ratification.

8. Add Section 12.2 (f)

(f) Upon mutual agreement of the parties, the City and/or the Union may have additional representatives present at any step of the grievance procedure.

9. Insert as Section 16.2 PROMOTIONS (move other articles down .1)

Except as otherwise provided in the agreement, the City will provide the Union President with a copy of members' Personnel Action forms ("PA") involving the transfer, promotion, and/or reclassification of the member at least five (5) business days prior to the execution of the PA by the Director, Staff Services/Human Resources, or designee.

10. Replace the last sentence of Section 16.5 with the following:

If the Job Evaluation Committee is used, at least one trained TPOAM member will participate in the Job Evaluation Committee meeting during the consideration of TPOAM positions, unless the TPOAM President agrees to a waiver of this provision. To provide for the availability of trained TPOAM members, the City agrees to train four (4) members in the Job Evaluation process, and to provide training to additional members as necessary to maintain sufficient numbers.

11. Amend Section 19.11 ACTING CAPACITY

The Employer may make a temporary appointment to a higher position in an acting capacity by reason of sickness, disability or other absence of an employee or to meet an emergency. When an employee is temporarily transferred, the President of the Union shall be notified. Acting appointments shall not be continued to avoid filling the vacancy through the bid process. A temporary appointment made because of the absence of an employee due to the retirement or other termination of an employee shall be limited to six (6) months, and can be extended with the approval of the City and the TPOAM President. A temporary appointment made because of the absence of an employee who has a legal or contractual right to return to the position, or who is asserting by means of a legal or contractual action a right to return to the position, may be made with no durational limits on the appointment.

12. Amend Section 26.13 RESERVE SICK LEAVE BANK

Use of days in reserve sick leave bank shall be for continuous illness only, and only after regular sick leave bank is reduced to 16 hours or the employee's regular sick bank is less than or equal to 16 hours at the onset of the continuous illness. Reserve sick leave bank accumulation is not

subject to pay provisions (such as indicated in Section 26.8, Payment for Accumulated Sick Leave) under any conditions except usage.

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

13. Add Section 29.7 CITY-REQUIRED LEAVE OF ABSENCE

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

14. Add Section 44 NOTIFICATIONS

All notifications to the TPOAM President as referenced with this contract will be made to the TPOAM Executive Board members via email. It is the responsibility of the Union to notify the Director, Staff Services/Human Resources and the Labor Relations Director of the names and email addresses of the Executive Board members.

15. Add Section 45 SPECIAL PROVISION FOR 2009-2010 CONTRACT

For the term of the 2009-2010 agreement, if the City agrees with any other employee group to a net increase in compensation or a net lesser decrease in compensation than that agreed to with the TPOAM, the City agrees that it will make the same adjustment(s) to the agreement with the TPOAM if the adjustment(s) involves a provision common to the two agreements. If the adjustment(s) involves a provision not common to the two agreements, the City will make a good faith effort to maintain equitable settlements. "Employee group" means any of the nine bargaining units, unrepresented Administrative Civil Service employees or management group employees. Changes in compensation imposed by a third party are not included in this agreement. "Compensation" is comprised solely of the monetary aspects of the elements listed below.

Term of Agreement

Base wages

Pension contributions

RHC contributions

Bonuses

Overtime and premium pay rates and conditions for payment

Amount of paid time off: vacation, personal business time, holiday pay, and compensatory time

Vacation pay in lieu of time off

Shift differential

Number of hours worked for base wages


Longevity pay
Sick leave accrual rate
Payment for unused sick leave
Reserve sick leave accrual rate
Long-term disability
Pay for paid leave of absence
Health, dental, optical and life insurance benefits, premium payments and co-pays for active and retired employees.
Payments in lieu of health insurance
Pension benefits
Uniform and cleaning allowances
Tuition reimbursement

FOR THE CITY

August 21, 2009

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