

**AGREEMENT BETWEEN THE
CITY OF LIVONIA
AND
LOCAL 192, AFFILIATED WITH COUNCIL 25,
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES AFL - CIO**

DECEMBER 1, 2019

TO

NOVEMBER 30, 2022

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Agreement between the City of
Livonia and Union Local 192
December 1, 2019 – November 30, 2022

**AGREEMENT BETWEEN THE CITY OF LIVONIA AND LOCAL 192,
AFFILIATED WITH COUNCIL 25, AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

This Agreement entered into on this 18th day of November 2019 (Council Resolution 378-19) between the City of Livonia, a Michigan Municipal Corporation (herein-after referred to as the Employer or the City), and Local 192 (herein-after referred to as the Union), affiliated with Council 25, American Federation of State, County and Municipal Employees, AFL-CIO.

Note: The headings used in this Agreement and Exhibits neither add to nor subtract from the meaning but are for reference only.

PURPOSE AND INTENT

WHEREAS, the general purpose of this Agreement is to set forth terms and conditions of employment, and to promote ordinary and peaceful labor relations for the mutual interest of the City of Livonia in its capacity as an Employer, the Employees, the Union, and the People of the City of Livonia; and

WHEREAS, the parties recognize that the interest of the community and the job security of the Employees depend upon the Employer's success in establishing a proper service to the community; and

WHEREAS, to these ends the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all Employees; and

WHEREAS, it is agreed by the City and the Union that the City is legally and morally obligated to provide equal opportunity in employment; and

WHEREAS, the City and the Union affirm their support of an Affirmative Action Program. The City agrees to establish policies and regulations that will ensure such equality of opportunity, consideration and treatment of all persons employed by the City in all phases of the employment process; to this end, basic rights and equities of Employees are established through the City Charter, Ordinances and Resolutions of the City Council, Rules and Regulations of the Civil Service Commission; and Articles of the Agreement between Local 192 and the City of Livonia; and

WHEREAS, it is further intended that this Agreement and its supplements shall be an implementation of the Charter and Ordinance Authority of the Mayor, Charter and Ordinance Authority of the City Council, Charter and Ordinance Authority of Department Heads, the Rules and Regulations promulgated by the Civil Service Commission, and the provisions of Act 336 of the Public Acts of Michigan of 1947, as amended.

1. RECOGNITION OF UNION

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of Michigan of 1947, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining, with respect to rates of pay, hours of employment, and other terms and conditions of employment for the term of this Agreement, of all Employees of the Employer in classifications included in the bargaining unit described in Schedule I, which is attached hereto and made a part hereof, and specifically excluding therefrom elected and appointed officials of the City, temporary and seasonal Employees of the City, Employees of the City who are officers in the Police and Fire Divisions, as well as confidential, administrative and professional Employees, or persons working in a supervisory capacity, including but not limited to confidential or supervisory Employees in the Mayor's Office, Office of the City Council, Department of Law, and Department of Civil Service.

2. MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. The Union recognizes the right of the City to operate and manage its affairs in all respects in accordance with its responsibilities. The powers of authority which the City has not officially abridged, delegated, or modified by this Agreement are retained by the City.

B. The Union recognizes the exclusive right of the City to establish reasonable work rules, determine reasonable schedules of work, determine and establish methods, processes, and procedures by which such work is to be performed as well as set work standards. The City also reserves the right to make work assignments in emergency situations. An emergency is defined as any situation where there is potential for damage to property, injury to general public, threat to public health, safety, or welfare.

C. The City has the right to schedule overtime work as required, and consistent with the provisions set forth in Article 31.

D. It is understood by the parties that every incidental duty connected with assignments enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by such Employees.

E. The City reserves the right to reclassify existing positions based on assigned duties and responsibilities or make changes in assigned duties and responsibilities, as long as this is not in conflict with this Agreement.

F. The City reserves the right to discipline or discharge for just cause.

G. The City reserves the right to lay off for lack of work or funds, or the occurrence of conditions beyond the control of the City, or where such continuation of work would be wasteful and unproductive.

H. The Union recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City. Work performed by bargaining unit Employees shall not be contracted out if it will result in layoff, demotion, or reduction in the normal 40-hour workweek of a bargaining unit Employee.

I. No policies and procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the following authority conferred on City Officials:

1. The Charter responsibility of the Mayor as executive officer for enforcing the laws of the State, City Charter and Ordinances, recommending an annual budget of appropriations, and the efficient performance of all executive departments, among other executive responsibilities defined by the Charter.

2. The Charter responsibility of the City Council as the legislative body for the enactment of ordinances, the appropriation of money and the determination of the City's budget, among other legislative responsibilities defined by the Charter.

3. The Charter responsibility of the Civil Service Commission for administering a merit system of employment, adopting rules and regulations, and exercising other personnel responsibilities as defined by the Charter.

4. The Charter responsibility of the City Council and the Civil Service Commission in establishing and amending a classification of positions plan, a compensation plan, an insurance and disability plan, and retirement plan.

5. The Charter responsibilities of the City in determining the functions and organization of the respective departments or divisions.

6. The responsibilities of Department Heads governed by Charter provisions, ordinances, and Civil Service rules:

(a) to hire, assign, transfer and promote Employees to positions within the agency;

(b) to suspend, demote, discharge, or take other disciplinary action against Employees;

(c) to relieve Employees from duties because of lack of funds;

(d) to determine the methods, means and personnel necessary for departmental or agency operations;

(e) to control departmental or agency budgets;

(f) to take whatever actions are necessary in situations of emergency to perform the functions of the department.

7. The responsibilities to administer pay and fringe benefit plans, to provide the necessary surveys, research, rules, regulations, resolutions, and ordinances for this purpose, subject to the authority of the departments and the City Council.

8. The responsibility for administering Charter and Ordinance provisions relating to the Retirement Plan and the Insurance and Disability Plan.

3. AID TO OTHER UNIONS

The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreements with such group or organization for the purpose of undermining the Union.

4. UNION RIGHTS AND RESPONSIBILITIES

The Union as a lawful association, composed of Employees in the City's service having as its primary purpose the improvement of conditions of employment agrees:

A. That all services performed by Employees included in this Agreement are performed under State and Local Law for and in the public interest and are essential to the public welfare. The Union, its officers and members, separately or collectively, shall neither cause nor counsel its members, or any of them, either directly or indirectly to strike, or participate in any interruption to the work or in any work slowdown or other interference with any of the services of the City of Livonia.

The occurrence of any such acts or actions prohibited in this Article by the Union shall be deemed a violation of this Agreement.

The Union shall not be liable, however, for the acts or actions hereinbefore enumerated not caused or authorized directly or indirectly by the Union. In any event, whether or not the Union is liable for such acts or actions, any Employee who commits any of the acts prohibited in this Article may be subject to discharge or other disciplinary action, as may be applicable to such Employee.

B. That activities involving internal management of Employee organizations, such as membership meetings, campaign for office, distribution of literature, or the conducting of membership drives may not be conducted during working hours in the City work areas.

5. UNION SECURITY

A. The City agrees to deduct from the wages of Employees who voluntarily

elect to become members of the Union, all Union membership dues and initiation fees as required by the Union. Employees are not required to join the Union as a condition of employment in accordance with applicable state law. Employees who voluntarily elect to pay Union dues shall sign an authorization form, and the City agrees to deduct that amount in accordance with that form. The Treasurer of Michigan AFSCME Council 25 shall certify to the City in writing the amount of initiation fees and dues to be deducted from each Employee. The form utilized must be approved by the City.

B. Employees shall be deemed to be a member in good standing within the meaning of this Article provided that they are not more than 60 days in arrears in payment of Union dues in accordance with the local's constitution.

C. The City shall not be liable to the Union for any Employee for the remittance of payment of any sum other than that amount constituting the actual deduction made from wages earned by Employees in accordance with the authorization on file with the City.

6. UNION DUES AND INITIATION FEES

A. Payment by Payroll Deduction: In accordance with the provisions of this Agreement relating to Union Security (See Article 5):

1. The City agrees to give to each new Employee at the time of hiring, the current union-authorized payroll deduction forms. The form utilized must be approved by the City.

2. Those Employees who voluntarily elect for membership in the Union shall sign the "Authorization for Payroll Deduction" form.

3. Payroll Deduction Form: During the life of this Agreement, the City agrees to deduct Union membership dues from the pay of each Employee who executes or has executed the "Authorization for Payroll Deduction" form.

B. When Deductions Begin: Payroll deductions under all properly executed "Authorization for Payroll Deduction" forms shall become effective at the time the application is received by the City and shall be deducted consistent with the form.

C. Remittance of Dues to Financial Officer: Deductions for any calendar month shall be remitted to the designated financial officer of the Union with a list for whom dues have been deducted as soon as possible after the 10th day of each month.

D. Termination of Payroll Deduction: An Employee shall cease to be subject to payroll deductions beginning with the month immediately following the month in which they are no longer an Employee in the bargaining unit (by reason of death, quit, discharge, layoff, transfer, or for any other reason) or upon providing the City with written notice to cancel the Union dues authorization form on file. The Local Union shall be notified by the

Employer of the names of such Employees following the end of each month in which the termination took place or the end of each month in which the Employee has provided notice of their intent to no longer be a member of the Union.

E. The Union shall be notified by the Civil Service Department of all new hires into classifications in the bargaining unit by the 10th of each month following the month of employment. This shall include any temporary appointments to positions in the bargaining unit. Also, the Union will be notified each month of any federal or state hirings and any other hirings or transfers in City departments except those referred to in Article 1 RECOGNITION OF UNION.

7. UNION REPRESENTATION

For the purposes of representation, units shall be as follows - 3 units which shall be composed of the following subunits. For each unit, there shall be a Chief Steward and each subunit shall be entitled to a steward if the Union so desires.

UNIT I

- Subunit #1 Water & Sewer Maintenance
- Subunit #2 Roads Maintenance/Sign Shop
- Subunit #3 Garage/Fire Mechanic

UNIT II

- Subunit #1 Parks & Building Maintenance/Forestry
- Subunit #2 Custodial Maintenance

UNIT III

- Subunit #1 Engineering/Inspection/Parks & Recreation
- Subunit #2 Library
- Subunit #3 City Hall/Public Service Clerical/Animal Control
- Subunit #4 Police/Fire Clerical

The Employer and the Union may agree to modification of the bargaining units and subunits from time to time by mutual consent.

8. STEWARDS AND ALTERNATE STEWARDS

A. Each unit shall be represented by a Chief Steward and each individual subunit may be represented by a Steward to represent the Employees in that subunit. Each subunit Steward shall be a regular Employee working in that subunit.

B. The Chief Steward, the subunit Stewards (and the Local President or designee if requested by either the Union or the City at Steps Two, Three, or Four of the

grievance procedure), during their working hours, without loss of time or pay, may in accordance with the terms of this Article, investigate and present grievances to the Employer or conduct other authorized Union business. The Chief Steward or subunit Steward must advise the Union President, or in their absence the Vice President, Secretary, or Treasurer, in this order, who is present and working, of the need to conduct Union business. The Union President, or in their absence the Vice President, Secretary, or Treasurer, in this order, who is present and working, will notify the Steward's immediate supervisor and obtain permission for the Employee to pursue the Union business. Subject to the operating needs of the department, the immediate supervisor shall grant permission and provide sufficient time to the Stewards (and local President or designee) to leave their work for these purposes. Permission in this regard shall not be unduly withheld. The privilege of Stewards (and Local President or designee) to leave their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused. Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances and other Union business as provided herein.

C. The Local Union Secretary shall be permitted time off during working hours, without loss of time or pay, subject to the operating needs of the department, and only with prior approval of the immediate supervisor, to handle Local Union correspondence.

9. UNION AND EMPLOYER REPRESENTATIVES

A. The Union agrees to provide the Employer with a current list of designated Chief Stewards and Stewards in the units and subunits hereinbefore provided.

B. The Employer agrees to provide the Union with a current list of the names of immediate supervisors, as well as department and/or division heads in the various units and subunits, hereinbefore provided.

C. Upon request and approval, Council and International Representatives shall identify themselves to supervision and have access to the premises of the Employer during working hours to conduct Union business pertinent to Labor-Management relations.

10. GRIEVANCE PROCEDURE

A. Should a grievance or dispute arise between the City and Union during the term of the Agreement as to the interpretation and application of the provisions of this Agreement, an earnest effort should be made to resolve such differences promptly in the following manner:

Step One. The subunit or Chief Steward, with or without the aggrieved Employee present, shall take up the grievance or dispute orally with the Employee's immediate supervisor within 12 working days of the occurrence causing the grievance, or within 12 working days of the date the Employee(s)

became aware of the condition(s) giving rise to the grievance if the Employee(s) can reasonably justify that they could not have become aware of the grievance within 12 working days of its occurrence. The supervisor shall thereafter attempt to adjust the matter and shall respond to the Steward within five working days. In the event the Union reduces the Step One grievance to writing, the City's response shall also be in writing; provided, however, that this provision with respect to writing shall not extend the time limitations set forth in Step One.

If the grievance is reduced to writing, it shall set forth the nature of the grievance, the date and number or numbers of the affected Article or Articles of the Agreement, if any, and the relief or remedy requested and be signed by the grievant or grievants involved.

Step Two. If the grievance has not been settled, it shall be presented in writing to the department or division head or designee within seven working days after the supervisor's answer is due. The department or division head or designee shall, answer the grievance completely and fully in writing within five working days after receipt thereof or schedule a meeting to discuss the grievance with the Chief Steward, (and the Local President or designee if requested by either the Union or the City), with such meeting to be held within 14 working days of the presentation of the Step Two appeal. Within five working days from the date of said meeting the department or division head or designee shall answer the grievance in writing.

Step Three. Upon mutual consent of both parties a Labor-Management Committee shall review any grievance that was not satisfactorily resolved at Step Two. The Labor-Management Committee shall be composed of three representatives from the Union and three representatives of management. Additional members may be added when necessary. The aggrieved may attend the meeting to present the grievance. If the Committee mutually decides to settle the grievance, the settlement shall be binding on all parties. If the Committee cannot decide to settle the grievance then, either party may advance the grievance to the Civil Service Commission or arbitration by notifying the other party within 20 days after the Labor-Management Committee meeting as provided herein.

In all cases, the following shall apply:

The Employee may elect to avail themselves of appeal either to the Civil Service Commission under Step Four or arbitration under Step Five of this grievance procedure. Election of either option shall be deemed exclusive; i.e., there shall be no appeal from the Civil Service Commission to arbitration or from arbitration to the Civil Service Commission. This election must be made in writing to the Civil Service Commission prior to Step Four and must be made within the 10-day appeal period to the Civil Service Commission provided for in Step Four, if the Civil Service Commission election is made, or within the 20-day appeal period to arbitration provided for in Step Five, if the Arbitration election is made.

Step Four. If the grievance still remains unadjusted, it shall be presented by the Local Union President or designee to the Civil Service Commission in writing within seven working days after the response of the department or division head or designee is due, or within 35 working days if mediation has been elected by the Union, except in cases involving Discipline or Discharge where the provisions as cited in Chapter V, Section 16j, of the City Charter shall prevail. The City Charter reads as follows:

(CITY CHARTER, CHAPTER V, SECTION 16j)

"Any employee or officer in the classified Civil Service may be removed, suspended, or demoted by the Appointing Authority for cause, as shall be established by the Civil Service Commission, by an order in writing stating specifically the reasons therefor. A copy of such order shall be filed with the Commission. Such employee may within ten (10) days after presentation of such order to him appeal from such order to the Civil Service Commission. The Commission shall within two (2) weeks from the filing of such appeal commence the hearing thereon, and shall thereupon fully hear and determine the matter, and either affirm, modify, or revoke such order. The appellant shall be entitled to appear personally, produce evidence, have counsel, and a public hearing. The findings and decision of the Commission shall be certified to the official from whose order the appeal is taken and shall forthwith be enforced and followed by him."

The Civil Service Commission shall meet on the grievance within two weeks of the receipt of the grievance and shall respond in writing as soon as possible, but in any event, within 10 working days after the final meeting with respect to same.

Step Five.

1. If the aforementioned election to the Civil Service Commission is not made, either party may, within 20 working days after the Step Three meeting, notify the other party, in writing, of its intent to seek arbitration; and the other party shall be obliged to proceed with arbitration in the manner hereinafter provided.

2. The parties shall attempt to agree upon an impartial arbitrator. If they cannot so agree within 15 working days of the request for arbitration, the party requesting arbitration shall promptly thereafter file a demand for arbitration with the American Arbitration Association in accordance with the then applicable rules and regulations of the Association.

3. In the event of arbitration, the fees and approved expenses of the arbitrator will be paid by the parties equally. Each party shall be responsible for compensating its own representatives and witnesses. However, neither the

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aggrieved (as appropriate) nor the Local Representative shall lose pay for time off the job while attending arbitration proceedings.

4. The arbitrator shall have the authority and jurisdiction to interpret and apply the collective bargaining agreement with respect to the grievance in question, but they shall not have the power to alter or modify the terms of this Agreement.

5. There shall be no appeal from the arbitrator's decision. Each such decision shall be final and binding upon the Union and its members, the Employees involved, and the Employer.

6. If the election is made to the Civil Service Commission under the aforementioned Election of Remedies provision, it shall be final and binding upon the Union and its members, the Employee or Employees involved and the Employer.

B. The time elements in the five steps can be shortened or extended by mutual agreement in writing between the parties.

C. Any grievance not appealed in writing within the time limits established in the grievance procedure shall be considered settled on the basis of the last answer.

D. The Union may withdraw any grievance without prejudice at any step up to and including the fifth step, when applicable. However, a grievance once withdrawn may not thereafter be reinstated.

E. Any grievance not answered by the City within the time limits established in the grievance procedure or extended by mutual agreement shall automatically be advanced to the next step.

F. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case.

G. In the case of a pay shortage of which the Employee would not have been aware before receiving their pay, any adjustment made shall be retroactive to the beginning of the pay period covered by such pay if a grievance is filed within 15 working days of receipt of such paycheck.

H. In accordance with Section 11 of Act 336 of the Michigan Public Acts of 1947, as amended, individual Employees within the bargaining unit, whether or not they are members of the Union, shall retain the right to present grievances individually to the Employer. A Union representative must be given an opportunity to be present.

I. All claims for back wages shall be limited to the amount of wages that the

Employee otherwise would have earned.

11. DISCIPLINARY PROCEDURE

A. Reprimands. With regard to oral or written reprimands, an Employee may, if they so desire, request the application of the grievance procedure for the purpose of reviewing the same. Oral reprimands which are reduced to writing shall be retained in the Employee's file both in the department and the Civil Service Department file for a period of one year from the date of occurrence of the oral reprimand and then removed. Written reprimands shall be recorded in the Employee's department and Civil Service Department file for a period of two years from the date of occurrence of the written reprimand and then removed. Union Local 192 shall receive a copy of any reprimand issued to a member of the bargaining unit. Should it be necessary to reprimand an Employee, the reprimand shall be given so as not to cause embarrassment to the Employee before other employees or the public. The steward or other representative of the Union shall be present at the time disciplinary action is reduced to writing unless otherwise requested by the Employee.

B. Should the discharged, demoted, or suspended Employee consider the discharge, demotion, or suspension to be improper, a grievance may be presented in writing by the Local President or their designee to the department or division head or their designee at the second step of the grievance procedure within five working days of the discharge, demotion, or suspension.

12. SENIORITY

A. "Seniority" shall mean the length of continuous service by an Employee from their original date of employment to a regular position in the classified service or from their original date of employment on a temporary basis which led to regular status without a break in service. Seniority as defined herein shall be applicable to layoffs, promotions, recalls and reemployment of Employees. In the event of a transfer to a position in another City department, an Employee shall retain all accumulated seniority.

B. A new Employee shall be considered as a probationary Employee for the first six months of employment. There shall be no seniority among probationary Employees. When an Employee completes the probationary period, the Employee shall be included on the seniority list of the unit and shall rank for seniority from the date of initial employment.

C. The Union shall represent probationary Employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment, except no matter concerning the discipline, layoff, or termination of a probationary Employee shall be subject to the grievance procedure.

D. A one-time, witnessed coin toss will determine seniority for Employees with the same date of hire and who are employed in different classifications.

13. SENIORITY LISTS

A. Seniority shall not be affected by the race, sex, religion, marital status, or dependents of the Employee.

B. The seniority list on the date of this Agreement shall show the names and classifications of all Employees of the unit entitled to seniority.

C. The Employer shall provide the Local Union with up-to-date copies, quarterly, of the seniority list which shall include the names of all bargaining unit Employees, their classifications and seniority dates.

14. LOSS OF SENIORITY AND STATUS

A. An Employee shall lose seniority and status and shall no longer be a City Employee upon any of the following events:

1. Employee quits.
2. Employee is discharged and the discharge is sustained.
3. Employee does not return to work when notified of recall from layoff.
4. Employee retires.

5. Employee is laid off for a period of two years from the date of layoff or a period equal to the Employee's length of seniority, whichever is greater.

6. The Employee is absent for three consecutive working days without notifying the Employer. The Employer will send a notification to the individual's last known address that they have lost seniority and status.

7. The Employee fails to return from sick leave or leave of absence. The Employer will send a notification to the individual's last known address that they have lost seniority and status.

B. In the application of the provisions of this Article, due consideration shall be given to extenuating circumstances.

15. SHIFT PREFERENCE

Shift preference shall be granted on the basis of seniority within the classification at the time a vacancy occurs or a new position is created; provided, however, that shift preference shall apply only as to said vacancy or new position.

16. SENIORITY OF OFFICERS AND STEWARDS

Notwithstanding their position on the seniority list, the President, Vice President, Chief Stewards, and subunit Stewards (listed in Article 7) of the Local Unit shall, in the event of layoff only, be continued at work at all times provided they can perform the work in the classification available. The Local Union and its affiliates shall indemnify and hold the City harmless from any and all claims, demands, suits, or other forms of liability arising from, or which are a result of, the City's complying with this provision.

17. LAYOFFS

Whenever it becomes necessary to reduce the working force in a classification in any department of the City service, affected Employees shall be laid off and shall have the right to bump, based on total City seniority, the lowest seniority Employee within the same classification, or if applicable, classification series. In the event there is no less senior Employee in the same classification or series, if applicable, the Employee may bump the least senior Employee in a similar or lower paying classification in a position for which the Employee previously had status or if no such position exists, any other similar or lower paying classification as determined by the City, provided that the Employee meets the minimum qualifications to perform the job as determined by the City. The Employee shall serve up to a 60-day probationary period in the position to determine their ability to perform the work in the new classification unless the Employee has previously obtained status in the classification. The Employee shall have the classification title and the pay rate of the classification into which they exercise their bump. The bumped Employee may bump in the same manner as indicated above. Names of Employees laid off will be retained on a list.

18. RECALL PROCEDURE

When the working force is recalled after a layoff, Employees shall be recalled according to seniority as defined in Articles 12, 16, and 17. Notice of Recall shall be sent to the Employee at their last known address by registered mail or certified mail. If an individual Employee, within 10 calendar days of notice, fails to return to the classification being recalled, they shall be considered a quit, unless they request to be retained on the layoff list, barring extenuating circumstances that may occur.

19. JOB VACANCIES

A. The Rules and Regulations of the Civil Service Commission shall be applicable to the filling of all vacancies, except as modified below:

B. Temporary Assignments.

1. Temporary assignments for any reason, that are less than 30 days duration, shall be filled at the Department's discretion.

2. Temporary assignments for any reason, that are 30 days or greater duration, shall be filled by a City-wide posting as detailed in Section E.1.b., below.

3. The Employer has the right to temporarily assign an Employee to work in a position below the Employee's classification. However, no Employee shall be temporarily assigned to a position below the Employee's classification at the same time that another Employee is working above that Employee's classification in the same series, in the same Section.

4. When an Employee is temporarily assigned to a higher classification for two hours or more during one temporary assignment, the Employee shall be compensated at the higher rate of pay for all hours worked in the higher classification during that assignment.

C. Regular Vacancies for Public Service Worker I Classification.

Regular vacancies in a Public Service Worker I position, that the City intends to fill, will be filled through the dual examination process set forth in Section F, below.

D. Regular Vacancies for Public Service Worker II Classification.

Regular vacancies in a Public Service Worker II position, that the City intends to fill, will be filled as follows:

1. Through a City-wide posting process as detailed in Section E.1.b, below.

2. If no person is selected through the City-wide posting process, a promotional eligibility list will be utilized with the Department Head selecting from the top three candidates on the eligibility list.

3. If no person is selected through the promotional process the City will utilize an open competitive examination (Section F.2) or dual examination (Section F.3).

E. Regular Vacancies for All Positions other than Public Service Worker I and

II.

1. In the event of a regular vacancy in a position other than Public Service Worker I and II positions, that the City intends to fill, the Department Head shall have the option to select from the following methods:

a. Fill the position through a departmental posting with one of the top three most senior Employees within the Department who meets the requirements for such assignment.

b. Fill the position through a City-wide posting. When utilizing the City-wide posting method, the “Rule of Three” will apply (Section G). The Department Head will choose from the top three most senior Employees who sign the posting and meet the posting requirements for the vacant position. If less than three Employees sign for or qualify for the vacant position, the Department Head retains the right to utilize either of the other options in this Section for filling the position.

c. In the case of anything other than lateral transfers, fill the position through a promotional examination (Section F.1), an open-competitive examination (Section F.2) or, a dual examination (Section F.3). If less than three Employees are eligible through a promotional examination, the Department Head retains the right to utilize an open competitive process or a dual examination process.

2. Employees in the classification of Clerk-Typist I who have at least two years seniority in that classification and receive an acceptable Departmental Rating shall be promoted to the classification of Clerk-Typist II.

F. Examinations.

1. Promotional Exams shall be conducted pursuant to the following:

a. Regular Employees shall be entitled to have one point for each year of continuous service up to a maximum total credit of 15 points added to the examination score after attaining the prescribed minimum passing point. Points for continuous service for regular Employees will be computed at the rate of .083 point for each consecutive month of service completed on the date the eligible list is established by the Civil Service Department.

b. In examinations which include departmental ratings, the departmental rating from 0 to 100 will count as 30% of the examination. An Employee must receive a minimum score of 70 to continue in the promotional process.

c. Applicants scheduled to take a performance test shall be provided reasonable familiarity training of up to four hours with the equipment to be used in the examination. Performance tests shall be given within 30 days of such familiarity training.

d. Where written tests are given, such tests will be given orally to candidates upon request.

e. Testing in a series beyond the entrance level shall, to the extent possible, consist of a combination of written tests and/or performance tests and departmental ratings and, where applicable, interviews.

f. The City shall have the right to select any of the top three candidates (Rule of Three) who have been certified by the Civil Service Department (Section G).

2. Open Competitive Examinations shall be conducted pursuant to the following:

a. Any Employee in the bargaining unit who meets the qualifications for the open-competitive examination may, after making proper application, take the open-competitive examination.

b. Should the Employee in the bargaining unit achieve an earned examination score among the top three earned scores, the bargaining unit Employee with the highest score among the top three will be promoted to fill the vacancy.

c. In the event the foregoing is not applicable, it is then understood that the City will, in any case, establish an open competitive eligible list according to present Civil Service procedure, and that regular Employees in the classified service shall be entitled to have one point for each completed year of continuous service up to a maximum total credit of 10 points added to the examination score after attaining the prescribed minimum passing grade.

d. In the event Section B does not apply to the selection process, the City shall then have the right to select any of the top three candidates (Rule of Three) who have been certified by the Civil Service Department (Section G).

3. Dual Examinations shall be conducted pursuant to the following:

The Department will conduct both a promotional examination and an open-competitive examination. Upon conclusion of the examination process, the City shall have the right to select any of the top three candidates (Rule of Three) who have been certified by the Civil Service Department from the promotional examination (Section F) or any of the top three candidates (Rule of Three) who have been certified by the Civil Service Department from the open-competitive examination (Section G).

G. Whenever the “Rule of Three” is being utilized, the Department Head shall have the right to choose any candidate who is among the top three certified candidates. Once an individual who was among the top three is selected, an additional name will be

added to the remaining names so that the Department Head always has their choice from among three candidates. If less than three candidates remain on the list, the Department Head retains the right to utilize either of the other options in this Section for filling the position.

H. Employees accepting a lateral transfer will be subject to a 90-day probationary period with written evaluation reports to be completed at 30-day intervals. This evaluation period may be extended up to an additional 90 days by the Civil Service Commission, upon written request from the Department Head.

I. Employees who do not satisfactorily complete the trial period shall be returned to their prior position without penalty or prejudice. If the Employee's prior position has been eliminated, the Employee may bump as provided in Article 17.

J. Employees who are transferred or promoted shall have the right to return to the position the Employee held immediately prior to the transfer or promotion without penalty or prejudice, provided the Employee notifies the City's Human Resources Director by 5:00 p.m. of the 15th calendar day from the date of assuming said position. If the Employee's prior position has been eliminated, the Employee may bump as provided in Article 17.

K. Bargaining unit members transferred to a position not included in the bargaining unit, who are thereafter transferred again to a position within the unit, shall have accumulated seniority while working in the position to which the Employee was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement. At a minimum, a person who transfers out of the bargaining unit will have bumping rights back into the bargaining unit to the position they left, based on seniority.

L. Either party can request a Labor-Management meeting to discuss any issues that may arise regarding this Article.

20. VETERANS

A. The length of an Employee's service with the Armed Forces of the United States or enforced military training shall be included in the computation of their length of service with the City to determine their status on the seniority list, provided such military service occurred after the last date of continuous service with the City. Any Employee actively serving in the Armed Forces of the United States, or absent because of enforced military training, shall not lose their seniority status, but upon termination of such service shall be reemployed by the City, provided the Employee serves a tour of duty not to exceed four years unless extended by the government and has been honorably discharged from the service and reports for work within 90 days after their discharge. They shall be paid at the appropriate step and rate they would have had, had they continued in the employ of the City, provided this provision shall not apply until their probationary period is completed, if not completed before entry into the military service.

B. A probationary Employee who enters the Armed Forces and meets the foregoing requirements must complete their probationary period, and upon completing it will have seniority equal to the time they spent in the Armed Forces added to their total seniority, provided that they have been honorably discharged from the service and reports for work within 90 days after their discharge.

C. The City agrees to allow reemployed veterans to take any exams missed during their service tour that they may individually be qualified to take so that they may be placed on any current promotional list. This shall not apply to promotional eligible lists which have expired.

21. VETERAN'S LAW

Except as hereinbefore provided, the reemployment rights of Employees and probationary Employees will be limited by applicable laws and regulations.

22. RESERVE OR NATIONAL GUARD DUTY

Employees who are in some branch of the Armed Forces or the National Guard will be paid the difference between their reserve pay and their regular pay with the City, up to a maximum of two weeks, when they are on full-time active duty in the Reserve or National Guard, during the normal workweek, provided proof of service and pay is submitted. The foregoing provisions shall also apply up to a maximum of two weeks per occurrence should the Reserves or National Guard be called out by the Governor of the State of Michigan.

23. LEAVE OF ABSENCE

A. Leaves of absence without pay for reasonable periods not to exceed four years shall be granted without loss of seniority for Employees serving in an elective or appointive public office or in an elective or appointive Union Office, which is at the Council or International level or higher.

B. With the approval of the department head and the Civil Service Commission, Employees may be granted up to 24 months off without pay for educational purposes to pursue a field of study related to their City employment which time shall include the time available under Section 25.5 Leave of Absence, (a), (b) or (d) as appropriate, of the Rules and Regulations of the Civil Service Commission, and which shall require that the Employee resign upon the expiration of the leave provided for under said Section 25.5 Leave of Absence, (a), (b) or (d), above. The Employee's return from the educational leave will be subject to the provisions of Section 16.6 Reinstatement of the Rules and Regulations of the Civil Service Commission, and, further, will require that the Employee notify their Department, in writing, no less than 30 days prior to the expiration of the leave of absence that they wish to return to work.

24. LEAVE FOR UNION BUSINESS

A. The Union shall have for its use 150 hours of paid time off per year for purposes of attending conventions, seminars, conferences, etc. Those members selected or elected to attend shall submit confirmation from the Union President, their designees or the Executive Board to the affected department/division head and the Civil Service Department in order to verify use of this time. This time off is subject to approval of the department or division head affected.

B. Members of the Union elected or selected to attend conventions or educational conferences shall be allowed reasonable time off without pay, subject to the operating needs of the department or division, and the prior approval of the department or division head, to attend such conference and/or convention.

25. SICK LEAVE

A. Regular full-time Employees hired prior to September 8, 2011 shall accumulate sick leave at the rate of one working day for each completed month of service. Regular full-time Employees hired on or after September 8, 2011 shall accumulate sick leave at the rate of six hours per month for each completed month of service. An Employee, while on sick leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement. The accumulated sick leave will be paid in cash to the Employee in the event of termination of active employment for any reason after 10 years of service, retirement, duty disability retirement, or in the case of death to the Employee's beneficiary or estate, subject to the maximum accumulation provided, based upon the Employee's rate of pay at time of termination. Payment will be made in the following manner:

1. All persons employed by the City prior to September 8, 2011, and covered by this contract, may accumulate sick leave to a maximum of 100 days for payout purposes. The Employee will be reimbursed at 60% of their pay rate at the time of such payment. Employees may continue to accumulate sick leave beyond the 100-day maximum; however, these days shall not be considered for payout purposes as specified herein.

2. Employees hired on or after September 8, 2011 and covered by this contract may accumulate sick leave to a maximum of 75 days for payout purposes. The Employee will be reimbursed at 60% of their pay rate at the time of such payment. Employees may continue to accumulate sick leave beyond the 75-day maximum; however, these days shall not be considered for payout purposes as specified herein.

3. For Employees who participate in the City's Retirement Health Savings Plan (RHSP), accrued sick leave paid at termination shall be paid into the Employee's RHSP account.

B. Effective January 1, 2013, Employees who do not use more than four days

of their sick leave during the preceding calendar year shall have an additional three days added to their vacation bank the following calendar year.

C. An Employee who, while on vacation, becomes seriously ill or injured, for three days or more, may use sick leave for such illness or injury upon presentation of bona fide proof thereof, and approval by the department and the Civil Service Commission; provided, however, that the Employee or a member of the Employee's family be required to notify the department of such illness or injury not later than the second day of such illness or injury.

26. SICK LEAVE CONTROL AND TARDINESS

A. Sick Leave Control

1. **DEFINITIONS:** The following terms will be used in this policy and are defined as:

Employee Attendance Record - This is a record of an Employee's time at work, paid leave, or unpaid leave. The record shows time paid for vacation, holidays, sick leave, personal business, bereavement, and unpaid absence.

Sick Leave - Absence, due to illness of an Employee or illness in the immediate family except that illness in the immediate family shall be restricted to eight working days per calendar year. Leave for illness in the immediate family shall be granted only if the Department has received medical certification or other reasonable documentation that such illness necessitates the presence of the Employee. (Civil Service Rule 25 - Leaves, Section 25.2 Sick Leave [e])

Immediate Family - Spouse, children of the Employee, and parents or grandparents of either Employee or spouse and applies to sick leave only. Child is defined as a biological, adopted, and foster child, as well as stepchild, legal ward or child of a person standing in loco parentis, who is either under 18, or over 18 and incapable of self-care because of physical or mental disability. (Civil Service Rule 25 - Leaves, Section 25.2 Sick Leave [f])

Exempt Sick Leave - Sick leave time utilized where the Employee has provided a medical certificate.

Medical Certificate & Requirements - A medical certificate is a document from a medical practitioner which indicates the reason and length of the absence and the medical status (i.e., return to work without restrictions, able to return with the following restrictions, etc.). A medical certificate may be required where an Employee is absent from work three or more consecutive workdays. A medical certificate is required in all cases where an Employee has had five or more days of sick leave absence in any 30-day period. (Civil Service Rule 25 - Leaves, Section 25.2 Sick Leave [h] Sick Leave Control [3])

City's Medical Provider Examination - Employees shall be required to be examined by the City's authorized Medical Provider upon the recommendation by the Appointing Authority where sick leave usage appears to indicate a medical problem. Employee's attending physician's report will be considered in reviewing the problem. If no medical problem is indicated, continued use of sick leave may require disciplinary action as provided in Rule 26, Suspensions, Demotions and Removals. (Civil Service Rule 25 - Leaves, Section 25.2 Sick Leave [h] Sick Leave Control [5])

Excessive Use of Sick Leave - Any Employee who uses 72 hours or more of non-exempt sick leave in a calendar year will be determined to have used an excessive amount of sick leave.

Abuse or Capricious Use of Sick Leave - This is a pattern of poor attendance. Examples include but not limited to are:

- Each month earning a sick leave day and using the sick leave day with no sick leave hours or a small amount of sick leave hours in the bank.
- Frequent use of sick leave days on Monday, Friday, or in conjunction with other days off.
- Excessive use of sick leave.

2. It is the responsibility of the foreman or immediate supervisor to be alert to any attendance-related problems in Employees that are assigned to them. Should attendance problems occur, they will discuss them with the Employee and advise their immediate supervisor of the situation.

3. Employees must request sick leave time off within one-half hour of starting time as set forth in the Departmental rules. An Employee who fails to call-in to notify the department of an intention to be absent will have, as a result, no pay for the workday and be subject to appropriate disciplinary action. An Employee who calls in beyond one-half hour of starting time will have, as a result, no pay for the period between their start time and the time that they called in and will be subject to appropriate disciplinary action. Due consideration will be given where extraordinary circumstances have occurred.

4. An Employee who is absent three consecutive workdays without notifying the Department or fails to return from sick leave is subject to loss of seniority and status.

5. Employee's attendance records will be reviewed bi-annually in July and January for the preceding six-month period. For cases where Employees have had more than 36 hours of non-exempt sick leave use within the previous

six-month period, a discussion form will be issued to the Employee's supervisor to initiate a dialogue to review the situation with the Employee. Following the issuance of the discussion form, the Employee's attendance records will be reviewed periodically for determination of whether an excessive amount of sick leave use exists and whether discipline is appropriate.

6. The number of hours utilized in this letter of understanding serve as general guidelines and in no way are intended to prevent the City from reviewing and, if necessary, disciplining Employees for sick leave abuse in situations where the City believes sick leave abuse has occurred even where the hours' guidelines have not been met. Additionally, the City's failure to take action against Employees who have exceeded the hours' guidelines contained in this LOU does not prevent the City from taking subsequent action against an Employee for additional sick leave use.

7. Where an excessive use of sick leave exists, the Employee shall be notified by letter at a meeting with the Employee's supervisor that they are being placed on a six-month attendance review period and the letter shall be a written record of an oral reprimand. During the attendance review period, a medical certificate must be provided for any use of sick leave. Where the attendance problem persists, the Employee will be subject to an extended attendance review period and appropriate progressive discipline.

8. These provisions are subject to the provisions of the Family Medical Leave Act (FMLA).

B. Tardiness

Tardiness shall be defined as reporting to work after the Employee's scheduled start time. Tardiness will be subject to discipline up to and including termination.

27. BEREAVEMENT LEAVE

A. An Employee shall be allowed up to 10 working days as bereavement leave days not to be deducted from sick leave in the event of death of the spouse, children, stepchildren, or grandchildren. An Employee shall be allowed up to four working days as bereavement leave days not to be deducted from sick leave for a death in the immediate family, subject to the approval by the department or division head. Immediate family is defined as follows: mother, father, stepmother, stepfather, sister, sister-in-law, brother, brother-in-law, grandparents of the Employee, mother-in-law, father-in-law, son-in-law, daughter-in-law, or a member of the Employee's household.

B. An Employee shall be allowed up to two working days as bereavement leave in accordance with the foregoing provisions for death of Grandparents of the Employee's spouse.

C. An Employee acting as pallbearer for a deceased City Employee shall be allowed up to eight hours of paid time off.

D. Any time off for funerals or acting as pallbearer which is not covered under bereavement leave may come out of vacation time or personal business time.

E. An Employee shall be allowed eight hours bereavement leave per calendar year for the death of a close personal friend(s).

28. PREGNANCY LEAVE

In order to protect the health and welfare of Employees and the interest of the City, any Employee who becomes pregnant will be granted a leave of absence on the same basis as the City provides such leaves to Employees for other medical issues. Employees may use earned sick leave, personal business, compensatory time, and vacation time for pregnancy leaves taken pursuant to this Article.

29. LONGEVITY PAY

A. In recognition of the years of service with the City, Employees hired prior to September 8, 2011 shall receive longevity pay as follows:

1. Upon completion of five years of service and not more than seven years of service, an Employee shall receive \$300; such pay to commence and accrue from the payroll period in which the Employee's fifth anniversary date occurs. Longevity pay which commences upon completion of seven years of service as provided under A.2. shall be in lieu of the longevity pay provided here and not in addition thereto.

2. Upon completion of seven years of service and not more than 14 years of service, an Employee shall receive \$750; such pay to commence and accrue from the payroll period in which the Employee's seventh anniversary date occurs.

3. Upon completion of 14 years of service and not more than 21 years of service, an Employee shall receive an additional \$750; such pay to commence and accrue from the payroll period within which their 14th anniversary date occurs.

4. Upon completion of 21 years of service, an Employee shall receive an additional \$750; such pay to commence and accrue from the payroll period within which their 21st anniversary date occurs.

B. Based on Section A, the longevity payments during the term of this Agreement are as follows:

Maximum Annual

<u>Years of Service</u>	<u>Longevity Payments</u>
5 - 7	\$300
7 - 14	\$750
<u>Years of Service</u>	<u>Maximum Annual Longevity Payments</u>
14 - 21	\$1,500
21 or over	\$2,250

C. Payment for longevity shall be made once a year in December, prior to December 10th. Such payment shall be by separate check. In order to become eligible for the initial longevity payment, Employees must have completed the fifth year of service in the fiscal year preceding the payment in December. To be eligible for additional longevity payments, Employees must have completed the seventh, 14th, or 21st year in the fiscal year preceding the payment in December.

D. If for any period during the life of this Agreement the City negotiates with any bargaining unit a higher longevity payment than provided herein, the higher longevity shall be provided to 192 members for that period.

E. Regular part-time Employees shall receive one-half of the longevity pay provided to full-time members above according to current practice.

30. WORKING HOURS

A. The regular and normal workweek shall consist of a five-day, 40-hour week, extending from Monday through Friday inclusive, with a maximum of eight hours in any one day and a maximum of 40 hours in any one week. It is understood and mutually agreed that because of the operating needs of departments, other schedules of workweeks are also necessary outside of the normal workweek defined above and shall not be limited by the foregoing language.

B. The regular and normal working day shall consist of eight hours of service, exclusive of a 30-minute lunch period. In those cases, in which hourly Employees are not able to begin their lunch period within six hours of the starting time of their regular shift, because of work requirements, they shall be paid for the lunch period for that day at overtime rates.

C. The starting time of any shift shall not be changed without first meeting and consulting with the Union in a special conference at least two weeks before said change is scheduled to go into effect. In the event the Union disagrees with the City's determination, it shall have the right to immediately invoke Step Four of the grievance procedure and bring the matter before the Civil Service Commission to determine whether said change is arbitrary or unreasonable. Should the grievance procedure be invoked,

no change in starting time shall go into effect until the Civil Service Commission renders its decision. Individual schedules are not subject to the grievance process described in this paragraph.

D. Effective December 1, 2019, the schedule in the Meter Department shall be modified from 7:30 a.m. – 4:00 p.m. to 7:00 a.m. – 3:30 p.m. The City reserves the right to change the schedule back at any time for legitimate business reasons upon 30 days written notice to the Union.

E. Employees who work in the Library shall receive in addition to their regular pay for the pay period, \$.45 per hour additional compensation for all hours worked on days where the Employee is scheduled to work after 6:00 p.m.

F. Subject to the operating needs of the department, an Employee on any given shift may take a 15-minute coffee break before lunch and a 15-minute coffee break after lunch.

G. Due consideration will be given for wash-up time prior to the lunch period for those positions or departments with extremely dirty jobs - sewer department, storm, and ditching, etc.

H. Hourly rated Employees in the Public Service Division and other departments and divisions, as necessary, will be given 15 minutes wash-up time prior to punching out.

I. Compensatory Time

1. Eligibility: Employees who work overtime will have the option of receiving compensatory time off in lieu of monetary compensation for overtime if mutually agreed between the Employee and their supervisor. Compensatory time will be earned at the appropriate overtime rate.

2. Maximum Compensatory Time Accrual: Each Employee may accrue up to 80 hours of compensatory time. Employees will be paid for any subsequent overtime hours worked until the number of accrued hours of compensatory time falls below the limit.

3. Use of Compensatory Time: An Employee who requests the use of accrued compensatory time will be permitted to use the time off subject to the operating needs of the department.

4. Payment of Compensatory Time Upon Termination: Upon termination of employment, Employee will be paid for all unused compensatory time at the current rate.

5. The City reserves the right to pay all outstanding compensatory time at the current rate at any time.

J. To the extent that it is practicable and feasible, the Department of Public Services will equalize the additional hours of custodial work among all part-time Custodians as those hours become available.

31. OVERTIME

A. Employees assigned to the regular shift who do not work the full eight hours of the shift because of excused time off, but are asked to work over their normal working time, shall be entitled to the daily overtime rate for hours beyond the regular shift times.

B. Time and one-half will be paid to all Employees of the bargaining unit:

1. For all hours over eight in one day; and

2. for Saturday or Regular Day Off 1 for Employees who work a schedule other than Monday through Friday; and

3. for hours in excess of the regular workweek of 40 hours, provided, however, that straight time will be paid to Employees who attend meetings scheduled during the week, which meetings are required as part of the normal responsibilities of the Employees.

C. Hours worked for purposes of this provision shall not include time off during which an Employee has no paid leave time available to use, including disciplinary suspensions.

D. Double time will be paid to all Employees of the bargaining unit for all hours worked on Sunday or Regular Day Off 2 for Employees who work a schedule other than Monday through Friday.

E. Double time will be paid to all Employees of the bargaining unit for all hours worked on a holiday, such pay being in addition to the holiday pay otherwise received by the Employee.

F. Any Employee who works 16 or more hours within a continuous 24-hour period commencing with the starting time of the Employee's shift will, whenever possible, be released for an eight hour period before they are required to report to work for their next normal workday. If, however, the City is unable to release such Employee, they shall continue to receive two times the normal straight-time rate for all hours worked in excess of 16 hours until they are released from work for eight hours. If all or any part of such eight-hour period coincides with the Employee's next normal workday, they shall suffer no loss of their straight-time pay they would ordinarily earn during such period. If, in the judgment of the City, the Employees cannot be gainfully employed during the portion of

their normal workday remaining after the expiration of such eight hour period, such Employee may be excused from work for the remainder of their normal shift without loss of their straight-time pay. An Employee shall not normally be required to report back for less than two hours.

G. To the extent that it is feasible and practicable, the Employer will attempt to equalize overtime within the various departments, divisions and sections of the City by first offering same to bargaining unit Employees before seasonal Employees, except when the seasonal Employee is on a crew that is assigned overtime and the City has made reasonable efforts to replace the seasonal Employee from within the division.

H. 1. When overtime is required outside of working hours, the City will first assign bargaining unit members who regularly perform the type of work required for that overtime assignment starting with the top of the equalization list (fewest overtime hours assigned). Employees who turn down the work shall be charged for the number of hours required for purposes of equalization. In the event the City utilizes an automatic telephone or messaging service to notify bargaining unit members of the overtime opportunity, all Employees will be called at the same time. Assignments will be made from those who responded within 15 minutes based on the equalization concept.

2. In the event the City is unable to secure enough bargaining unit members to perform overtime as provided in Section 1, above, the City will contact all bargaining unit members who are on the supplemental overtime list starting with the top of the equalization list (fewest overtime hours assigned). Employees who turn down the overtime opportunity shall be charged for the number of hours performed for purposes of equalization. In the event the City utilizes an automatic telephone or messaging service to notify bargaining unit members of the overtime opportunity, all Employees will be called at the same time. Assignments will be made from those who responded within 15 minutes based on the equalization concept.

I. When overtime is required such that Employees work 12 continuous hours or more, they shall be paid for their 30-minute lunch period at the applicable overtime rate.

J. 1. Employees declining call-in overtime requests will be charged for said refusals. Employees will not be asked to perform overtime that they are not qualified to perform.

2. Employees on duty will not be charged for overtime refused if they are not notified at least four hours in advance of the overtime opportunity.

K. If an Employee is scheduled to work overtime and does not report to work as assigned or fails to call in prior to starting time, they will be charged double.

L. Overtime payments as provided for herein, shall be based on the normal workweek as defined in Article 30, as long as the name of the Employee appears on the payroll.

M. An Employee called back to work between two workdays and subsequently released, will be released for a six-hour period before being required to report for their next regular workday. If such release time coincides with the Employee's next normal workday, they shall suffer no loss of their straight time pay they would ordinarily earn during such period. An Employee shall not normally be required to report back for less than two hours.

N. For purposes of equalization, overtime records will be kept on a semi-annual basis. On December 1 and June 1 or the first regular workday following those dates, if they fall on a weekend or holiday, overtime will be started at zero for each Employee.

O. Overtime records in all sections of the DPW will be updated on a weekly basis.

P. The remedy for an Employee who should have worked overtime but was denied the opportunity will be that the Employee will be offered the next available opportunity to work overtime. If the Employee rejects the next available opportunity to work overtime, the Employee shall be reinstated in the proper sequence. If the Union establishes that an Employee was denied an overtime opportunity for a second time during a calendar year, the Employee shall be paid all hours they would have worked had the Employee been properly called.

Q. Employees will be assigned two regular days off per workweek to be determined by the City for Employees who do not work a Monday through Friday schedule. These days shall be identified as "regular day off 1" and "regular day off 2." Employees working their regular day off 1 will receive time and one-half and Employees working their regular day off 2 will receive double time.

32. HOLIDAY PROVISIONS

A. The paid holidays are designated as New Year's Day, President's Day, Good Friday, Memorial Day (last Monday in May), Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas, and New Year's Eve. If Christmas or New Year's Day falls on a Sunday, Christmas Eve or New Year's Eve will be observed on Friday; if either day falls on Saturday, Christmas Eve or New Year's Eve will be observed on Thursday.

B. Employees will be paid their current rate based on an eight-hour day for said holidays.

C. Holidays that occur within the period of an Employee's vacation or sick leave

shall not be charged against sick leave or vacation banks.

D. For Employees working in a regular Monday through Friday work schedule, should a holiday fall on Saturday, Friday shall be observed as the holiday. Should a holiday fall on Sunday, Monday will be observed as the holiday. For Employees working other than a regular work schedule, the days observed as holidays will be determined by the Department.

33. CALL-IN PAY

A. In the event an Employee in the bargaining unit is called to work after the regular eight hours, they shall be paid for four hours call-in pay or at the applicable overtime rate, whichever is greater. In the event an Employee is called in on Sunday or on Regular Day Off 2, they shall be paid four hours call-in pay or double time for all hours worked, whichever is greater. Call-in pay provided herein shall be provided irrespective of whether or not the Employee actually works all of the hours cited above unless the Employee refuses a job assignment within their classification. This section shall apply to regular full-time as well as temporary Employees in the bargaining unit.

B. Employees shall have payment start from the time they punch in and not from the time called.

34. VACATIONS

A. 1. Employees hired prior to September 8, 2011 shall accrue vacation at the following rate for each completed month of service with changes effective on their anniversary date:

<u>Years of Service</u>	<u>Hours of Vacation</u>
5 – 10	10.5 hours per month
10 - 20	14 hours per month
20 – 25	15 hours per month
25 or more	16 hours per month

2. Employees hired after September 8, 2011 shall accrue vacation at the following rate for each completed month of service, with changes effective on their anniversary date:

<u>Years of Service</u>	<u>Hours of Vacation</u>
1 – 5	7 hours per month

5 – 10	10 hours per month
10 – 20	11 hours per month
20 or more	13 hours per month

3. Vacation for all Employees may be accumulated up to 456 hours. Any accrued time in excess of 456 hours shall be lost. The 456-hour maximum accumulation includes any bonus vacation days earned.

4. Employees will not earn vacation time while on an unpaid leave of absence or disciplinary suspension.

B. Vacations will, insofar as possible, be granted at times most desired by Employees according to their seniority and in line with department policy and operating needs. Where vacation schedules are posted for signing by Employees, with senior Employees to have preference for vacation time, departments will provide a closing date before which preference must be indicated. Any Employee signing after that date will have to take the vacation time remaining.

C. Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks in accordance with departmental policy. Vacation time may, from time to time, be taken in eight-hour increments, if possible, subject to the operating needs of the department.

D. A vacation may not be waived by an Employee and extra pay received for working during that period.

E. If an Employee is laid off or retires, they will be paid for all unused vacation hours. A recalled Employee shall accrue vacation time based on adjusted seniority from the date of rehire. All seniority earned prior to the layoff will be retained.

F. Employees will be paid their current rate based on an eight-hour day while on vacation and will receive credit for any benefits provided in this Agreement.

35. UNION BULLETIN BOARDS

A. The City will furnish in each subunit (see Article 7) a bulletin board in an easily accessible, prominent, lighted location, a portion of which will be for the exclusive use of the Union for the posting of Union notices and information. The Union portion of the bulletin boards, and the top postings thereon shall be maintained by the subunit Steward or in their absence, the Chief Steward. The Union portion of the bulletin boards, or anything posted on the Union portion of the bulletin board will not be disturbed by any official of the City of Livonia, provided that the conditions set forth herein are complied with. The Union portion of the boards shall be used only for the following notices:

1. Recreational and social affairs of the Union
2. Union meetings
3. Union elections
4. Reports of Union Committees
5. Rulings or policies of the Union
6. Union publications such as News and Views, Council 25 Announcements, etc.
7. Postings on legislative matters

B. Notices and announcements shall not contain any political candidate endorsements or anything reflecting unfavorably upon the City, any of its Employees, or any labor organizations among its Employees, and no material, notices or announcements which violate provisions of this Article shall be posted.

36. RATES FOR NEW POSITIONS

When the City proposes to establish new classifications in the classified service, the Union will be notified of the proposed rate and whether the City considers the new classification to be in the bargaining unit. Agreement as to whether or not the classification should be in the bargaining unit and the rate for said classification will be resolved through negotiation.

37. JURY DUTY

A. An Employee who serves on jury duty or is required to appear in court on a subpoena (except where the Employee has an interest in the case) will be paid their regular pay.

B. Jury duty and duty while appearing on a subpoena will be considered as time worked.

38. HEALTHCARE COVERAGE

A. The Employer agrees to pay the premium for healthcare coverage (“base plan”) for regular full-time Employees, spouses, and dependent children under 19 years of age or the applicable legal age, whichever is higher, subject to employee cost sharing requirements outlined in Section M below. The health care plan to be provided to Employees pursuant to this Section shall be Community Blues PPO, Plan 3, with annual deductible of \$250 per member and \$500 per family; co-insurance of 80%/20% with maximum annual co-insurance payments of \$1,000 per member and \$2,000 per family,

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and shall include a \$20 office visit co-pay and a \$100 emergency room co-pay,- waived if admitted to the hospital. The online visit co-pay for Employees who utilize online primary care visits will be one-half of the office visit co-pay. The Rx deductible drug prescription rider shall be a \$10 co-pay for generic drugs, a \$25 co-pay for formulary brand name drugs, a \$50 co-pay for non-formulary brand name drugs, and a copay of 10% of the cost of the drug, up to a maximum of \$100 per prescription, for specialty drugs. Employees who utilize mail order prescription services will pay one co-pay for a 90-day drug supply. The prescription is to be filled by generic drug unless the physician directs the prescription to be “Dispensed as Written.”

B. 1. Employees who retire on or after December 1, 2009 and prior to September 8, 2011, below the age of 65, subject to the provisions in this Article and Article 43, Pensions, shall have the same plan in effect for Employees who retired between December 1, 2006 and December 1, 2009, except that the preferred Rx deductible rider shall be a \$10 co-pay for generic drugs, a \$20 co-pay for formulary brand drugs and a \$30 co-pay for non-formulary drugs.

2. Employees who were hired prior to September 8, 2011 and who retire on or after September 8, 2011 below the age of 65, subject to the provisions in this Article and Article 43, Pensions, shall have Community Blue PPO, Plan 3, with annual deductible of \$250 per member and \$500 per family; co-insurance of 80%/20% with maximum annual co-insurance payments of \$1,000 per member and \$2,000 per family, and shall have a \$20 office visit co-pay and a \$100 emergency room co-pay. The Rx deductible drug prescription rider shall be a \$10 co-pay for generic drugs, a \$25 for formulary brand name drugs and \$50 for non-formulary brand name drugs.

3. The entire cost of the programs for regular full-time Employees who retired prior to December 1, 2006 shall be borne by the City, subject to the provisions in Article 43, Pensions. For Employees who retired on or after December 1, 2006, the Employee’s cost shall be as provided in Section M, below.

4. When a retiree reaches age 65 healthcare coverage described in Paragraph H. shall become effective. In the event of the death of the retiree the coverage described under B. 1 and B. 2, shall continue for the surviving spouse until age 65, at which time coverage in Paragraph H. shall become effective if the surviving spouse is eligible for retirement benefits under Option (A) or (B) of Title 2 Chapter 96 of the Retirement Plan Ordinance.

5. Employees who retire during the term of this Agreement shall retire with the health insurance plan in effect at the time of their retirement.

6. Employees eligible for post-employment insurance benefits who defer retirement after February 27, 2008 shall be eligible to receive health insurance benefits pursuant to the health insurance plan in effect for active Employees at the time the retiree begins receiving pension benefits.

7. Employees who retire and are eligible for post-employment insurance benefits, and who choose not to take such insurance at the time of retirement, shall be eligible to receive health insurance benefits pursuant to the health insurance plan in effect for active Employees at the time the retiree elects to begin receiving health insurance benefits. Such Employees shall be subject to premium sharing in effect at the time of retirement.

C. Employees who are hired on or after September 8, 2011 shall not be entitled to retiree health insurance upon retirement. Instead, the City will contribute to a Retiree Health Savings Plan (RHSP) for use by the employee following separation from employment under the following terms:

1. The City will contribute \$70 per bi-weekly pay period into the Employee's RHSP account for full-time Employees and \$35 per bi-weekly pay period into the Employee's RHSP account for part-time employees. Effective December 1, 2019, the City will contribute \$80 per bi-weekly pay period for full-time Employees and \$40 per bi-weekly pay period for part-time Employees.

2. The Employee shall vest in the employer contributions following four years of service.

D. The Employer agrees to pay the full premium for the coverage provided under A above for Employees receiving a disability pension under the provisions of the Retirement Plan Ordinance, as amended (Title 2, Chapter 96 and Chapter 97 of the City of Livonia Code of Ordinances), subject to premium sharing that a non-disabled retiree would pay as provided in this Agreement.

E. Employees and retirees may participate in an alternate health insurance plan (currently Blue Cross/Blue Shield Blue Choice) offered by the City Employees, new hires and retirees selecting the alternative plan with rates higher than those paid by the City for Blue Cross/Blue Shield coverage provided in Section A, above, will pay the difference between the rates on a monthly basis. If an Employee or retiree accepts the option of the alternative plan, it will be deemed that the City has fulfilled its obligations under this Section and Paragraphs A, B, C and D herein for healthcare coverage and the specific benefits therein provided. Once an Employee or retiree has selected an alternative healthcare coverage option, no change can be made until the next reopening date. The office visit co-pay, emergency room co-pay and drug prescription co-pays for the alternative health insurance plan shall be the same as the co-pays for the Blue Cross/Blue Shield plan detailed in Section A, above.

F. All Employees who retire after December 1, 2006 and before September 8, 2011, spouses and dependents under the age of 19 or the applicable legal age, whichever is higher, participating in alternate plan, shall pay a \$10 office visit co-pay and a \$25 emergency room co-pay. Employees who retire on or after September 8, 2011 will have the co-pays provided for in Section A, above, as modified on January 1, 2012 and will pay

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the difference in cost between the base plan and the alternative if the alternative plan is more expensive as well as any additional cost sharing pursuant to Section M.

G. The City will furnish, at no cost to the Employee, immunization shots for those working in sewer and water classifications and other classifications, as necessary.

H. The Employer agrees to pay the full premium for M-65 coverage provided by Blue Cross/Blue Shield for each retiree and spouse as each attains age 65, it being understood that they each must have been enrolled with Blue Cross/Blue Shield to be eligible for this coverage at age 65. In the event of death of the retiree, this coverage shall continue for the surviving spouse if the surviving spouse is eligible for retirement benefits under Option (A) or (B) of Chapter 2.96 of the Defined Benefit Retirement Plan Ordinance.

I. Full-time Employees who are on the active payroll of the City, covered by a health care plan offered by an Employer other than the City, and, can establish such coverage, who do not elect to take healthcare coverage offered by the City, may, each enrollment year, at the time of the enrollment period, opt out from City coverage and for said enrollment year receive a \$1,000 payment from the City, which, effective March 1, 2017, shall be paid monthly in 12 equal installments over the course of the year, as payment in lieu of the healthcare coverage. Once an Employee opts out for a given year, the Employee will not be able to receive the City's coverage until the next enrollment period, unless the Employee loses their eligibility for the alternate coverage.

J. There shall be no duplicate healthcare coverage or payments in lieu thereof provided Employees by the City pursuant to this article. If the City employs more than one member of a family all of whom could be eligible for coverage under one healthcare policy or plan as a spouse or dependent under the age of 19 or the applicable legal age, whichever is higher, the spouses and eligible dependents under the age of 19 or the applicable legal age, whichever is higher, of that family shall be covered by only one City provided healthcare policy or plan carried by one spouse or the other. In such cases, the City shall not be obligated to provide more than one healthcare policy or plan.

K. The City may fulfill its obligations under this Article for providing healthcare coverage by adopting a self-insured program, provided that the third-party administrator of the program be Blue Cross/Blue Shield. Said self-insurance shall provide the same benefits as set forth in this Article.

L. Part-time Employees shall contribute one-half of the cost of said premium per month for the Blue Cross/Blue Shield Plan as described or the alternative plan selected in lieu thereof.

M. All Employees who are receiving employer-provided medical coverage under the base plan shall contribute the greater of a \$35 monthly contribution or the cost of the applicable health insurance as follows:

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1. For Family Plan Subscribers, the difference between \$18,232.31 and the annual illustrative rate for the Family Plan, if the illustrative rate is higher than \$18,232.31.

2. For Two Person Plan Subscribers, the difference between \$13,980.75 and the annual illustrative rate for the Two Person Plan, if the illustrative rate is higher than \$13,980.75.

3. For purposes of determining the amounts Employees will pay under a and b, above, the parties agree that all Employees in the categories in a and b, above, will pay the same amount based upon a weighted average calculation using the aggregate numbers and the aggregate amounts will include all full-time non-uniformed City Employees.

4. For Single Plan Subscribers, the difference between \$6,685.17 and the annual illustrative rate for the Single Plan, if the illustrative rate is higher than \$6,685.17.

N. Employees choosing the alternative healthcare plan provided for in Section E of this Article shall contribute the greater of a \$35 monthly contribution or the cost of the applicable health insurance as follows:

1. For Family Plan Subscribers the difference between \$18,232.21 and the annual illustrative rate for the alternative Family Plan, if the illustrative rate is higher than \$18,232.31.

2. For Two Person Plan Subscribers the difference between \$13,980.75 and the annual illustrative rate for the alternative Two Person Plan, if the illustrative rate is higher than \$13,980.75.

3. For purposes of determining the amounts Employees will pay under a and b, above, the parties agree that all Employees in the categories in a and b, above, will pay the same amount based upon a weighted average calculation using the aggregate numbers and the aggregate amounts will include all full-time non-uniformed City Employees.

4. For Single Plan Subscribers the difference between \$6,685.17 and the annual illustrative rate for the alternative Single Plan, if the illustrative rate is higher than \$6,685.17.

The January 1, 2020 effective caps of \$6,818.87, \$14,260.37, and \$18,596.96 will be adjusted consistent with changes made by the State Treasurer based upon the change in the medical care component of the United States consumer price index for the most recent 12-month period for which data are available from the United States department of labor, bureau of labor statistics.

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Part-time Employees will pay \$35 per month but will not be impacted by the cap language unless the City's portion of the health care cost for the part-time Employees exceeds the above applicable caps.

Employee healthcare contributions required by this Section shall be made by payroll deduction.

For retirements occurring prior to September 8, 2011, Employees who are receiving employer-provided medical coverage of any kind who are contributing toward the cost of said medical coverage, pursuant to the provisions of this section, shall upon their retirement, if electing to continue to receive employer-provided medical coverage of any kind, continue to make the contribution toward the cost of said coverage in the amounts set forth in this section in effect at the time of the Employee's retirement.

For retirements occurring on or after September 8, 2011, retirees shall make contributions toward the cost of employer-provided medical coverage as follows:

1. For Employees participating in the base plan, the lesser of the amount the Employee was paying at the time of retirement or \$200 per month. Effective for retirements occurring on or after November 30, 2021, employees participating in the base plan shall pay the Employee participating in the base plan, the lesser of the amount the Employee was paying at the time of retirement or \$250 per month.

2. For Employees participating in the alternate plan, the lesser of the amount the Employee in the applicable coverage level (single, two-person or family) of the base plan was paying at the time of retirement or \$200 per month plus the difference between the illustrative rates of the base plan and the illustrative rates of the alternate plan, in the event the alternate plan is more expensive. Effective for retirements occurring on or after November 30, 2021, Employees participating in the alternate plan shall pay the lesser of the amount the Employee in the applicable coverage level (single, two-person or family) of the base plan that the Employee was paying at the time of retirement or \$250 per month plus the difference between the illustrative rates of the base plan and the illustrative rates of the alternative plan, in the even the alternative plan is more expensive.

O. For Employees who retire on or after December 1, 2019, the medical coverage provided for the retirees, their spouses and families in this Article following retirement comprise a vested, fixed, and unalterable right as set forth in this Article. The retired Employees, their spouses, and families, as applicable, are entitled to said medical coverage through the retiree's lifetime and that of their eligible spouse, as provided herein.

The medical coverage upon retirement established in this Article may not be impaired in any way by a collective bargaining agreement entered into after the eligible Employee's retirement, nor, to the full extend legally feasible by any other mechanism.

P. The City will deduct 2% from the pension-based earnings of all active Employees hired prior to September 8, 2011 which shall be placed into the City's Voluntary Employee Beneficiary Association (VEBA) Retiree Health and Disability Benefits Plan.

Employees receiving workers compensation shall pay on full pension-based earnings.

For Employees hired on or after September 8, 2011 the City will deduct 2% from the pension-based earnings which shall be placed in the Employee's RHSP.

Q. Any retirement medical benefits provided to an Employee's spouse, whether pursuant to a defined benefit or defined contribution plan, shall be limited solely to the Employee's spouse at the time of retirement.

39. OPTICAL - DENTAL

A. The Employer will provide a group optical program for the Employee, spouse, and dependent children under 19 years of age as follows:

1. Once every two years for each person -- an eye examination by an optometrist and a pair of prescription eyeglasses if needed. Coverage of the program includes basic frame selection and bifocal selection of Kryptok or D. S. SEG, 22 mm. Should an eye examination for children under seven by an ophthalmologist be deemed necessary by an optometrist, the bills for the ophthalmological examination may be presented to the Civil Service Department for payment from the optical account; it being understood that such ophthalmological examinations must have resulted from referrals by an optometrist under the group plan.

2. As an alternative to the plan offered above, the Employee may select the option of receiving a \$300 reimbursement once every two years subject to submission of proof of billing and proof of payment. This is provided for one family member only and is in lieu of coverage for remainder of the family.

3. Employees who operate a CRT in the performance of their regular duties for an average of four hours per day may request one eye examination per year from the City Optical Program.

4. Following execution of this Agreement, the parties agree to meet and discuss alternate optical plans upon request of either party.

B. For an Employee who requires safety glasses, the City will provide once every two years for each such person employed as an Equipment Mechanic a pair of rose-tinted prescription safety eyeglasses with glass lenses acceptable by MIOSHA

standards. For Equipment Mechanics requiring nonprescription safety eyeglasses, the City will provide once every two years, one pair of non-tinted safety eyeglasses with glass lenses acceptable by MIOSHA standards. Upon accidental breakage in connection with the Employee's work as verified by the Employee's supervisor, the broken glasses will be replaced.

For all other Employees who require safety prescription eyeglasses, the City will provide once every two years a pair of prescription plastic safety eyeglasses, if said Employee works on a job requiring safety glasses at least 50% annually of their time upon approval of the Department Head.

C. The Employer will provide a dental reimbursement program for regular full-time Employees, spouses, and dependent children under 19 years of age as follows:

1. Employees will be reimbursed for dental expenses incurred for themselves and family up to \$850 for the year subject to submission of proof of billing for dental services or for the Employee's payment of dental insurance premiums. Effective December 1, 2019, the annual dental expense reimbursement shall be \$900 for each year.

2. Any unused portion of an Employee's annual reimbursement allowance shall accumulate for utilization for a period of five years.

3. Effective December 1, 2007, the City will provide, for each Employee's family only, 50% of the fees for orthodontic services for the prevention and correction of poorly positioned teeth for a lifetime maximum of \$1,500 per family, at least \$500 of which must be for services rendered after December 1, 2007, limited to the Employee and spouse and dependents until the end of the year said dependents reach age 19.

4. Dependent coverage will be as follows:

a. Dependent Dental Coverage: Dependent coverage for dental reimbursement pursuant to Section 1, above, shall continue through the end of the month in which the dependent turns 19 years of age.

b. Dependent Orthodontic Coverage: Dependent coverage for orthodontic services pursuant to Section 3, above, shall continue through the end of the calendar year in which the dependent turns 19 years of age.

5. Reimbursement shall be made as follows:

a. Requests for reimbursements provided herein shall be submitted as incurred. Under no circumstances will reimbursement be made for any requests submitted more than 30 days after the fiscal year end.

b. Reimbursements shall be made by the Employer within 30 days following the request for reimbursement.

c. Employees may apply to the Civil Service Department and ask that the total amount of reimbursement due during the life of this contract be paid in advance of the time set forth above, provided that the Employee has established proof by submitting appropriate bills, that their dentist is requiring such payment and said payment will be made directly to the dentist; provided however, that if the Employee who receives advance reimbursement under this provision terminates prior to the end of this contract, that Employee will be required to pay back on a pro rata basis said reimbursement to be deducted from the Employee's last paycheck.

d. Employees may submit dental insurance bills prior to payment.

6. An Employee who has been or will be reimbursed for dental expenses by a dental plan other than the City of Livonia Plan or from some other source, will not be eligible to receive reimbursement from the City of Livonia Plan.

7. Where both husband and wife are working for the City, each person may be reimbursed separately for dental expenses; provided, however, that a spouse who claims a dental reimbursement may not also be claimed as a dependent for this purpose. In addition, dental expenses for dependent children may be claimed by either parent but both may not claim the same child for reimbursement purposes.

8. Regular part-time Employees shall be reimbursed under this program. They shall be reimbursed at one-half the rate full-time Employees receive.

40. LIFE INSURANCE AND DISABILITY COVERAGE

A. The Employer agrees to pay the full costs of the premium for each full-time Employee for the program of life, accident and indemnity insurance in effect at the time of this Agreement, which provides life insurance, accidental death, dismemberment and loss of sight insurance and weekly sickness and accident benefits.

1. Life insurance shall be provided in an amount equal to 100% of the Employee's base salary plus \$2,000.

2. Part-time Employees shall have a life insurance policy in the amount of \$7,500 according to current practice.

3. Employees who retire on or after December 1, 1998, shall receive

life insurance in the amount of \$5,000.

4. If a regular Employee is laid off, the Employer will continue to pay premiums for a period not to exceed 120 days from the cessation of active employment.

B. 1. The Employer agrees to provide \$250 per week to a maximum of 45 weeks coverage for sickness and accident insurance. Part-time Employees shall receive half the benefit of full-time Employees according to current practice. This sickness and accident insurance coverage shall begin only after the Employee has exhausted all of their sick leave benefits and provided, further, that:

a. If the Employee had 18 or more sick leave days to exhaust, then the benefits herein provided shall begin immediately upon the exhaustion of all the Employee's sick leave days.

b. If the Employee had less than 18 sick leave days to exhaust, then the benefits hereunder shall not apply until after a 14-calendar day waiting period following the exhaustion of all sick leave benefits.

2. Disability benefits shall cease upon separation of employment. The City, in its sole discretion, may allow disability benefits to be extended beyond separation when extenuating circumstances exist.

41. PERSONAL BUSINESS

Personal business, not to exceed two days in any calendar year, shall be allowed to Employees without loss of pay or deduction from sick leave. Said personal business shall be taken in increments of at least two hours.

42. WORKERS' COMPENSATION

A. Each Employee will be covered by the applicable Workers' Compensation Laws, and the Employer further agrees that an Employee being eligible for Workers' Compensation will receive for the first 180 days of their Workers' Compensation leave, in addition to their Workers' Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Worker's Compensation and 85% of their regular weekly income based on 40 hours. In no case will the Employee's pay after withholding taxes (with no change in deductions), plus the Worker's Compensation payment, be less than the salary after taxes they would receive if they were not on Workers' Compensation. Following the 180-day period, Employees may use paid leave time to supplement their pay up to 85% of their regular wages. Employees will use only the portion of leave days necessary to get them to 85% of their bi-weekly wage.

B. Days not worked as a result of on-the-job injury shall not be deducted from the Employee's sick leave bank from the initial time off because of on-the-job injury until

the time and date the Employee is considered able to return to work by a City-designated doctor treating the injury. This in no way negates the Employee's right to treat with a physician of their choice in compliance with applicable State Workers' Compensation Laws. Should the Employee not return to work by the specified date and time, any further time off shall be deducted from their sick leave bank.

C. An Employee eligible for Workers' Compensation shall be allowed to attend appointments and/or treatments related to the qualifying on-the-job injury, provided that where possible, such appointments are scheduled at the end of the workday. Employees are not entitled to pay for the portions of appointments which extend beyond regular working hours or for appointments that occur outside working hours.

43. PENSIONS

I. GENERAL

The following provisions shall apply to Sections II. and III., below:

A. If an Employee becomes ill or disabled and is unable to perform the work of their classification, the Employer will make its best effort to find work for said Employee which the Employee is capable of performing, taking into consideration the Employee's medical condition and the advice of the City Physician and the Employee's physician, provided, however, that this provision is not in conflict with the City's Retirement Ordinance.

B. Effective January 1, 1990 for members of the Defined Benefit Plan and effective March 17, 1997 for members of the Defined Contribution Plan, the City, at no cost to itself, agrees to the institution of a pension "pick-up" plan for Employees, which will allow Employees to realize increased disposable income by deferring payment of withholding taxes on their pension contributions in accordance with the applicable provisions of the Internal Revenue codes. The "pick-up" plan as set forth herein shall be instituted as follows:

1. The City shall pick up the Employee contributions required of Employees for all compensation earned after the effective date of this provision. The contributions, so picked-up, shall be treated as Employer contributions in determining tax treatment under the United States Revenue Code. Employee contributions picked-up by the City, pursuant to this provision, shall be treated for all other purposes, in the same manner and to the same extent, as Employee contributions made prior to the effective date of this provision.

2. The Employee contributions so picked-up shall not be included in gross income for tax purposes until such time as they are distributed by refund or benefit payment.

3. With respect to the Plan Amendment and the "pick-up" of Employee

pension contributions set forth above, it is expressly understood and agreed as follows:

a. The plan amendment is being adopted only for the purpose of allowing Employees to take advantage of IRS code provisions which permit governmental Employees to tax shelter their pension plan contributions.

b. The actual current and future gross salary of the Employees will not be affected by the plan amendment.

c. Employee contributions will be withheld from actual gross salary and paid to the plan.

d. Actual gross salary will continue to serve as the basis for determining the amount of salary related fringe benefits, including retirement benefits.

e. Taxable gross salary (salary reported on form W-2) for the Employees will be equal to actual gross less the Employee contribution to the pension plan.

f. The City will maintain information which will permit identification of the amount of Employee contribution made before and after the plan amendment. This is necessary in order to determine the extent to which a pension plan distribution is taxable income to the Employee at the time the distribution is received.

g. The plan amendment is being accomplished by local agreement rather than a change in State law.

C. The term "wages" as used in this Article, shall include base wages plus longevity payments, shift differential, and any payment for accumulated vacation.

II. DEFINED BENEFIT PLAN

The following provisions shall be applicable to Employees participating in the defined benefit plan as set forth in the City of Livonia Retirement Ordinance. Only Employees hired prior to March 17, 1997 are eligible to participate in the defined benefit plan. These provisions shall not apply to Employees hired prior to March 17, 1997 who have elected to participate in the defined contribution plan as set forth in Section 43.III. below, and the City Retirement Ordinance as amended by the City, or to Employees hired on or after March 17, 1997.

A. COST OF LIVING ALLOWANCE:

Employees who retire on or after December 1, 2007 shall receive a cost of

living allowance according to the following schedule:

One year after retirement, \$25 per month

Two years after retirement, an additional \$25 per month, for a total of \$50 per month

Three years after retirement, an additional \$25 per month, for a total of \$75 per month

Four years after retirement, an additional \$25 per month, for a total of \$100 per month

Five years after retirement, an additional \$25 per month, for a total of \$125 per month

Six years after retirement, an additional \$25 per month, for a total of \$150 per month

Seven years after retirement, an additional \$25 per month, for a total of \$175 per month

Eight years after retirement, an additional \$25 per month, for a total of \$200 per month

Nine years after retirement, an additional \$25 per month, for a total of \$225 per month

Ten years after retirement, an additional \$25 per month, for a total of \$250 per month

B. Employees who are age 55 and have 10 years of service with the City of Livonia may retire with full pension benefits as provided in the City Pension Ordinance.

C. Employees who have 30 years of service with the City may retire at any age with full pension benefits as provided in the City Pension Ordinance.

D. An eligible Employee's annuity factor, prior to age 65 or the age the Employee becomes eligible to receive full Social Security benefits, whichever is later, even if the Employee began receiving reduced benefits at an earlier date, shall be 2.5% for the first 30 years of service to a maximum ("cap") of 75% of final average compensation.

E. For Employees retiring prior to December 1, 1996, an eligible Employee's annuity factor, at age 65 or the age the Employee becomes eligible to receive full Social Security benefits, whichever is later, even if the Employee began receiving reduced

benefits at an earlier date, shall be 2.25% for the first 30 years of service and 1% for each additional year of service thereafter.

F. Members of Local 192 shall contribute 3.1% of wages, which contribution shall be made to the retirement system.

G. Military Buy-Back:

1. Effective December 1, 1981, Employees shall be afforded the opportunity to increase membership service in the Retirement System up to a maximum of three years of service based upon active military service prior to employment with the City. In order to be eligible for such purchase of service time, the military service must be as defined in the Michigan Compiled Laws Annotated, 35.61, as amended. Payment must be equal to the product of the Employee's current contribution rate multiplied by the Employee's current annual compensation, multiplied by the number of years and months of active military service to be purchased. It is understood that this service time shall not apply toward vesting in the Retirement System. Also, such payment shall purchase membership service time, but shall not count in the computation of average final compensation.

2. The language has been improved to conform with the Federal definition of "veteran." Unremarried widows and widowers of veterans are included in the buy-back opportunity.

3. The time purchased shall be fully paid prior to retirement, and the terms of the repayment shall be established by the Board of Trustees of the Retirement System.

I. Regular Part-time Employees may vest in the retirement plan after 10 calendar years, it being understood that retirement benefits for regular part-time Employees will be proportional based upon actual years worked.

J. Pop Up: Effective December 1, 1981, when an Employee selects Option A or B and the named beneficiary dies before the retiring Employee, the benefit shall increase to an amount halfway between Option A or Option B and a straight life pension.

K. Re-employment:

1. Effective December 1, 1979, in the event a person is re-employed by the City in a Civil Service position, they shall become a member of the Retirement System and said Employee shall be eligible for restoration of prior service credit only after they have been re-employed for at least five years, and makes the necessary payments to the Retirement System to restore prior service credit.

2. Effective March 17, 1997, in the event a person is re-employed by

the City in a Civil Service position and had previously withdrawn all of their accrued benefits from the Retirement System, they shall become a member of the Defined Contribution Plan as detailed in Article 43.III below.

L. Annuity Withdrawal: Any person retiring for any reason may elect prior to their effective date of retirement, but not thereafter, to be paid their accumulated contributions standing to their credit in the pension savings fund. Upon such election, the retiring member's monthly pension shall be reduced by an amount which is the actuarial equivalent.

M. Non-Duty Disability Percentages

Non-Duty Disability Retirement: The maximum number of years applicable for determining an eligible Employee's non-duty disability retirement pension payout rate pursuant to the Retirement Ordinance shall be based on the following schedule:

<u>Actual Years of Service</u>	<u>Maximum Years Applicable</u>	<u>Maximum Pension Payout Rate Allowed</u>
10-15	20	50%
16-20	25	62.50%
Over 20	30 - or actual service, if greater	75%

This provision shall only apply to disabilities resulting from events occurring on or after December 1, 1983.

N. In the event of a Duty-Death Benefit, the spouse will receive the Employee's retirement benefit, computed on the basis of a duty disability pension.

O. An Employee who is absent because of a duty-related illness or injury and is in receipt of Workers' Compensation shall, for purposes of figuring average final compensation, be considered to have worked an eight-hour day for each day absent. The Employee shall have deducted from their salary supplement an amount equal to the amount which would be deducted as a pension contribution as if the Employee had worked the regular workday.

III. DEFINED CONTRIBUTION PLAN

The following provisions shall be applicable to Employees participating in the defined contribution plan. The provisions shall apply to all Employees hired March 17, 1997 or later. These provisions shall not apply to Employees hired prior to March 17, 1997 who have elected to continue to participate in the defined benefit plan, as set forth in Article 43.II. above and the City Retirement Ordinance, as amended by the City.

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Livonia and Union Local 192
December 1, 2019 – November 30, 2022

A. 1. For Employees hired prior to March 17, 1997 who made the irrevocable election to participate in a defined contribution plan rather than the defined benefit pension plan, the City will contribute an amount equal to 13% of the Employee's wages to said plan and the Employee will contribute an amount equal to 3.1% of the Employee's wages. Effective February 27, 2017, the Employee will contribute an amount equal to 4% of the Employee's wages. Effective December 1, 2019, the City will contribute an amount equal to 14% of the Employee's wages to said plan and the Employee will contribute an amount equal to 4.5% of the Employee's wages.

2. Participants in the defined contribution plan shall also participate in a disability plan equivalent to the defined benefit disability plan as set forth in the City Retirement Ordinance. The City's liability for the disability benefit shall be offset (1) by any amount which may be payable pursuant to the Workers' Compensation Act, if applicable, and (2) by the lifetime annuity value of the Employee's 401(a) defined contribution retirement account, determined by the actuary as of the effective date of the Employee's disability-related separation from service. The straight life annuity value shall be determined by the actuary for the Defined Benefit plan based upon the cash value of the Defined Contribution retirement account annuitized utilizing the same economic assumptions as used in the City's Defined Benefit plan for annuity withdrawal calculations. Any Employee may request to have an actuary of the Employee's choosing to prepare an independent audit of this calculation at the Employee's costs. The City will provide all necessary information and the appropriate assumptions to be used in the calculation. Defined contributions shall include all contributions and income accumulated in the plan account whether derived by the contributions made by the Employee or Employer, including any amounts transferred into the plan. The defined contribution will also include any amounts withdrawn from the 401(a) Plan or leveraged or levied by the Employee for any reason, regardless of whether it was by court order or voluntary decision. The value of any withdrawn amounts shall be calculated as though they remained in the plan and accrued income or value at the applicable rate of the remainder of the Employee's assets in the plan.

3. Health care provisions for Employees hired prior to March 17, 1997 who retire and have elected the defined contribution plan shall be the same as the health care retirement benefits provided for in the defined benefit plan.

B. 1. For Employees hired on or after March 17, 1997, the pensions provided for Employees following their six-month probationary period, will be a defined contribution pension plan with the City contributing an amount equal to 7% of the Employee's wages and the Employee contributing an amount equal to 3.1% of the Employee's wages, with vesting after four years of employment. Effective December 1, 2007, the City's contribution rate shall increase to 8% of the Employee's wages. Effective February 27, 2017, the City's contribution rate shall increase to 9% of the Employee's wages and the Employee's contribution will be increased to 4.0% of the employee's wages. Effective December 1, 2019, the

City's contribution shall increase to 11% of the Employee's wages and the Employee's contribution shall increase to 4.5% of the Employee's wages. The Employee is permitted to contribute additional amounts up to the maximum allowed by law.

2. The health care benefit paid for Employees hired on or after March 17, 1997, upon retirement, shall be as follows:

For Employees retiring with 10 years of service and who are at least 55 years of age, the City will pay 50% toward the premium of the health care insurance. The Employee will pay the difference plus \$35.

For Employees retiring after 15 years of service and who are at least 55 years of age, the City will pay 60% of the payments toward premiums. The Employee will pay the difference plus \$35.

For Employees retiring after 20 years of service and who are at least 55 years of age, the City will pay 75% of the payments towards premiums. The Employee will pay the difference plus \$35.

For Employees retiring after 25 years of service and who are at least 55 years of age, or if the Employee meets the requirements for disability retirement, the City will pay 100% of the payments toward premiums. The Employee will pay the applicable premium sharing required by Article 38.M.

3. Employees hired prior to March 17, 1997 shall, upon retirement, have 100% of the payments toward premiums paid by the City, subject to premium sharing required by Article 38.M.

44. UNIFORMS

On the first payroll in June, Employees will be paid an annual clothing allowance based on the following schedule:

A. Two hundred dollars (\$200) to Employees in the Custodian and Inspectors classification (Building, Electrical, Environment Control Officer, Code Enforcement Officer, Heating and Plumbing).

B. Three hundred dollars (\$300) to Employees in Building Mechanic classifications.

C. Four hundred dollars (\$400) to Employees in Public Service Worker classifications.

D. One hundred dollars (\$100) to Employees in Equipment Mechanic or Equipment Mechanic Trainee classifications, in addition to City provided uniforms.

E. One hundred dollars (\$100) to Employees in Clerical positions in the form of a voucher which must be used to purchase department-approved apparel.

F. Animal Control Officers will receive a City provided uniform.

45. WEATHER CONDITIONS

Employees required to work outside in temperatures of 90 degrees or above and 20 degrees or less will be given special work consideration unless an emergency is presented.

46. EMERGENCY SNOW REMOVAL

When conditions are such that the City determines that it is necessary to provide snow and ice control services on an around-the-clock, 24-hour basis, a work shift may be initiated by the Director of Public Works or designee that includes two 12-hour work shifts, changing the normal work shift of Employees needed for the emergency. Other schedules for individuals may be approved by the Director of Public Works based on extraordinary circumstances.

47. RATE ADJUSTMENTS

A. Employees assigned to meter reading functions shall receive \$10 a day car allowance when a personal car is used. Such payment shall only be for days worked reading meters.

B. Mileage allowance for the use of a personally owned automobile in the conduct of City business shall be at the rate of the amount authorized pursuant to annual Internal Revenue Service determination.

C. The Wage Rate Schedule attached hereto as Appendix A represents the following wage adjustments over the life of this Agreement:

<u>Effective Date</u>	<u>Adjustment</u>
December 1, 2019	2% wage increase
December 1, 2020	2.5% wage increase
December 1, 2021	3% wage increase

48. MAINTENANCE OF CONDITIONS

A. Wages, hours, and conditions of employment in effect at the execution of this Agreement shall, except as provided herein, be maintained during the term of this Agreement. No Employee shall suffer a reduction in benefits as a consequence of the execution of the Agreement.

B. The Employer will make no unilateral changes in wages, hours, and conditions of employment during the term of this Agreement, contrary to the provisions of this Agreement.

C. This Agreement shall supersede any rules, regulations, or policy statements inconsistent herewith. Any previous Letters of Understanding that are not contained within or attached to this Agreement shall be considered null and voided. Insofar as any provision of this Agreement shall conflict with any ordinance or resolution of the City, appropriate amendatory or other action shall be taken to render such ordinance or resolution compatible with the terms of this Agreement.

49. RATIFICATION

The Union acknowledges that the Employees of the bargaining unit upon the recommendation made by Michigan AFSCME Council 25 and its local Union ratified this Agreement on November 18, 2019.

50. SAVINGS CLAUSE

If any article or section of this Agreement or any appendices or supplements thereto should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement shall not be affected hereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

51. GENERAL ARTICLE

A. Demotion of Supervisory Personnel into Bargaining Unit Positions

1. Any Employee in a supervisory position who has previously held status within the Bargaining Unit and who voluntarily or involuntarily takes a demotion to a Bargaining Unit position shall be allowed to return to any level classification in which they held status and there is an opening.

2. Any Employee in a supervisory position who has not had status within the Bargaining Unit and who voluntarily or involuntarily takes a demotion within the Bargaining Unit shall not be placed in a Bargaining Unit position which would eliminate a promotional opportunity for other Bargaining Unit Employees. Any Employee so demoted shall accumulate Bargaining Unit seniority from the date of demotion.

B. Damage Reimbursement

1. The City agrees to reimburse Employees up to \$150 for repair or replacement of eyeglasses damaged in the course of employment.

2. The City agrees to reimburse Employees up to \$45 for repair or replacement of watches damaged in the course of employment.

3. Requests for reimbursement as provided above shall be submitted to the Civil Service Department by the appropriate department or division head, along with a description of the incident which caused the damage and receipts indicating that the Employee has paid for replacement or repair of the damages. All requests must be approved by the Civil Service Department.

C. It is the understanding and agreement between the parties that whenever the City contemplates or enters into any employment program, i.e., State or Federally funded grants or appropriations that may affect the Local 192 Bargaining Unit, the City will meet and discuss the ramifications of these programs. These meetings will be held with the sole aim of mutually resolving any problems which may exist.

D. Performance of Work. Non-bargaining unit Employees shall not perform bargaining unit work except in emergencies or when an issue can be resolved with immediate attention. It is recognized that a foreman has a responsibility to train an individual, by example if necessary, to perform a task properly and safely. All productive work in the Public Service Division will be performed by the non-supervisory Employees of the Division both during and outside of regular working hours.

In the Engineering/Building Department, inspections of public improvements and residential, industrial, and commercial construction are performed by members of both Local 192 and Local 1917. This situation has existed for many years and will continue. Overtime opportunities will be offered first to Local 192 members on an equalized basis. Overtime for which no qualified Local 192 member is available to work will be offered to Local 1917 members.

E. Accident Review Committee. The City shall continue the Accident Review Committee that it now has which shall meet from time to time, as in the past, provided, however, that the President of Local 192 or their designee shall be appointed to any such committee and be permitted to attend meetings on City time.

F. Maintenance and Reimbursement for License Renewals

1. New hires employed for a position requiring a Federal/State license or certificate shall bear, at their own expense, the cost of obtaining same.

2. All non-clerical and non-custodial Employees in the bargaining unit shall be required to obtain and maintain a CDL-A license as a condition of employment. The Animal Control officer shall not be required to maintain a CDL. Employees hired prior to September 8, 2011 who are unable to obtain the license will be retained in their current position.

3. The Department of Public Works shall provide Employees who

require Department of Transportation (DOT) Medical Certification for operation of a Commercial Motor Vehicle, with a clinic authorization form for a DOT physical examination 30 days prior to the expiration of their medical certificate to re-certify. For DOT physical examinations only, Employees shall be released, based upon the operating needs of the Department, at the Department's option, either during the work day or 60 minutes prior to the end of their shift to report to the designated clinic for their physical examination.

4. Where licenses and/or certificates are required in the qualifications for a position or by State or Federal statute, the Employee will be reimbursed for all associated renewal costs. All Employees must maintain the required endorsement certificate or license required as part of the qualifications for the position. Failure to meet this requirement may result in removal from the position. Basic operator's driver license renewal cost will not be reimbursed by the City. The cost of obtaining State or Federal certification for Employees, as required for promotional purposes, shall be borne by the City.

5. Custodians who have and maintain a Commercial Driver's License – A (CDL – A) shall receive a \$.25 per hour increase in their wages provided they participate in training and they make themselves available for snow and ice control work and other emergency operations.

G. The parties have agreed to a written drug and alcohol policy in connection with the Omnibus Transportation Employee Testing Act of 1991 which is incorporated herein by reference.

H. Direct Deposit. The Employer will pay wages and other taxable compensation by Automated Clearing House (ACH) direct deposit. Payments deposited in the Employees' accounts will be available for use by 8:30 a.m. on the date payment is due.

52. TUITION REIMBURSEMENT

The City of Livonia shall establish a fund of \$20,000 per fiscal year for the purpose of reimbursing Local 192 members for the cost of books and tuition for voluntary job-related training subject to the following:

1. All requests for participation in this program, including seminars and workshops, must be in writing and must be pre-approved by the Department/Division head.

2. Reimbursement for books and tuition will be made to the Employee only after completion of the course(s) and when a grade of C or better is attained. The Employee must furnish proof of passing grade and receipts in order to be reimbursed.

3. Any course which is paid in whole or in part by any other source shall have that amount deducted from the total cost and the City shall pay the difference.

4. Maximum payment to any one Employee in any one fiscal year shall be \$1,000. Requests for participation in this program shall be considered on a first come-first served basis.

5. In cases of extreme hardship, the Civil Service Department may approve advance payment to the institution for tuition and books, it being understood that if the approved coursework is not successfully completed the amount advanced will be deducted from any wages due the Employee requesting such an advancement.

6. The foregoing shall include courses that are not directly job-related that are required in a degree program.

53. LABOR MANAGEMENT COMMITTEE

A. Periodic Labor/Management meetings may be called by mutual consent for the purpose of maintaining communications in order to cooperatively discuss and verbalize problems of mutual concern to both parties.

B. An agenda will be submitted by either or both parties for such meeting at least seven days in advance of the scheduled meeting unless otherwise mutually agreed. The setting of the agenda and the arranging of any committee meetings shall be made through the City's Human Resources Director. Appropriate subjects for the agenda are:

1. Administration of collective bargaining agreement.
2. General information of interest to the parties.
3. Expression of the Employee's views or suggestions on subjects of interest to the parties.
4. Recommendations on health and safety issues.

C. Each party will be limited to four representatives at each meeting, unless otherwise mutually agreed upon.

54. INDEMNIFICATION

A. Whenever an Employee becomes subject to a claim, a liability, a judgment or a monetary imposition or fine resulting from any action taken within the scope of employment and during the course of employment, the Employer agrees to defend, hold harmless and indemnify the Employee including all reasonably related costs. The Employer will not defend, hold harmless or indemnify any Employee who engages in

criminal conduct or conduct which is otherwise illegal, or gross negligence, regardless of whether or not charges are filed by the prosecutor. The determination of whether an Employee was acting within the scope and course of their employment shall be made on behalf of the Employee by the City Attorney. The City Attorney may consult with the appropriate Department Head in making this determination and the City Attorney's decision, using legal principles of respondeat superior and limitations on municipal indemnification shall be final. All settlements are subject to the approval of the Employer.

The Employer may elect to represent an Employee in cases covered by the above provision, said representation to be through the office of the City Attorney. Upon receipt of notice of any claim or action, the Employee shall immediately notify the City Attorney in writing.

In the event the City Attorney has made the decision to defend, hold harmless and indemnify an Employee, but cannot represent the Employee due to a conflict of interest, the City Attorney shall appoint an attorney who will represent the Employee. The cost of defense shall be limited to the usual and customary fees and costs charged for similar work by most attorneys practicing in the area.

B. Employees who, while on duty, acting as Good Samaritans, assist individuals in distress, shall likewise be held harmless and indemnified by the Employer, pursuant to the same terms and conditions as stated in Paragraph A. above; provided, however, that Employees who are grossly negligent while acting as Good Samaritans may not be held harmless or indemnified after review by the City Attorney.

55. PUBLIC SERVICE WORKER CLASSIFICATIONS

A. New Employees

1. The probationary period for new PSW I Employees and Employees promoted into the PSW I position shall be 12 months. Notwithstanding the above, the City has the right to provide the Employee after six months of employment with any wage or benefits associated with passing probation, if the Employee is progressing in a positive manner and the Employee has not been disciplined. The new Employee shall complete a 36-month training rotation commencing with their date of hire. Following the completion of their training rotation the Employee will be assigned to a section based on the Department's operational needs. Following their assignment to a section the Employee shall be eligible for lateral transfer rights through the vacancy posting process.

2. Employees hired into the position of Public Service Worker I, shall be considered in training for the first three years of employment and shall be subject to movement within the DPW sections.

3. After an Employee completes the 36-month training program, the Employee will be assigned to a specific section based on the City's operational

needs. Employees hired prior to October 20, 2014 shall not be subject to the 36-month training program.

4. Once an Employee hired as, or promoted into, a Public Service Worker I has completed probation the Employee is eligible for promotion into the Public Service Worker II classification, as provided in this Agreement, upon the City's determination to post such positions.

B. Public Service Workers will be included in the overtime equalization lists of the section in which they are currently assigned.

C. Employees hired before October 20, 2014 may voluntarily elect to go into a training rotation. The lateral transfer probationary period shall be six months. The transferring Employee shall have a total 24-month training rotation commencing with their date of transfer. Following the completion of their training rotation the Employee will be assigned to a section based on the Department's operational needs which could include the position the Employee held prior to going into the rotation. Following their assignment to a section the Employee shall be eligible for lateral transfer rights through the vacancy posting process.

D. Lateral Transfer - A vacancy in a section may be posted by the Department and Employees who sign the posting and are eligible may, based on seniority, elect to laterally transfer to the section with the vacancy. The lateral transfer probationary period shall be six months and the Employee shall be assigned to the section with the vacancy during the probationary period. Following successful completion of their probationary period the Employee shall complete an 18-month training rotation. Following the completion of their training rotation the Employee will be assigned to the section where they successfully completed their probation. (Note: Employees who elect to laterally transfer to a section and have previously completed a training rotation will remain in the section following completion of their probation).

E. Promotion - The promotion probationary period shall be 12-months and the Employee shall be assigned to the section with the vacancy during the probationary period. Following successful completion of their probationary period the Employee shall complete a 12-month training rotation. Following the completion of their training rotation the Employee will be returned to the section to which they were originally promoted to. (Note: Employees who promote to a section and have previously completed a training rotation will remain in the section following completion of their probation).

F. The Department may determine to waive a training rotation for the Employee accepting a PSW II position. Following completion of the probationary period the Employee will remain in the section. The Department may also, based on operating needs, post positions on a temporary basis without a training rotation.

56. EMPLOYEE VOLUNTARY BENEFIT PROGRAM

The City will offer Employees an opportunity to participate in a supplemental benefit program. The City will select the third-party administrator of the program, but employee participation in the program will be voluntary, and the participating Employee shall be responsible for all costs, through payroll deduction, for benefit coverage under the program.

57. OFFSET TO EMPLOYEE FINAL PAY

The City has the right to deduct any amounts owed by an Employee to the City arising out of this Collective Bargaining Agreement from an Employee's final pay, including, but not limited to Tuition Reimbursement (Article 52), and the additional one week pay that was provided to all bargaining unit members who were paid the additional week during the payroll transition period that occurred in May 2007.

58. TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until 11:59 P.M., November 30, 2022, except as herein provided.

A. If either party desires to terminate this Agreement, it shall no later than 60 days prior to the termination date of November 30, 2022, give written notice of termination. If neither party shall give notice of amendment as hereinafter provided, or if each party giving notice of termination withdraws the same prior to the termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on 60 days written notice prior to the current year's termination date.

B. If either party desires to modify or change this Agreement, it shall no later than 60 days prior to the termination date of November 30, 2022, or any subsequent termination date, given written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. Any amendments that may be agreed upon shall become a part of this Agreement without modifying or changing any of the other terms of this Agreement.

C. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail, if to the Union, 600 W. Lafayette, Detroit, Michigan 48226; and, if to the Employer, addressed to City Council and Civil Service Commission, City Hall, 33000 Civic Center Drive, Livonia, Michigan 48154; or to any such address as the Union or Employer may make available to each other.

59. EFFECTIVE DATE

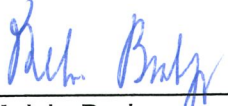
This Agreement shall become effective commencing December 1, 2019, upon the date of execution of the Agreement.

Agreement between the City of
Livonia and Union Local 192
December 1, 2019 – November 30, 2022

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be
executed on the day and year first above written.

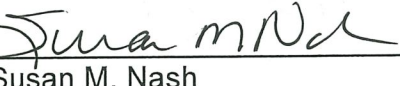
AMERICAN FEDERATION OF STATE
COUNTY, AND MUNICIPAL EMPLOYEES
AFFILIATED WITH AFL-CIO


CITY OF LIVONIA, A Michigan
Municipal Corporation

By: 
Melvin Brabson
Council #25 Representative

By: _____
Dennis K. Wright
Mayor

By: 
Timothy Fairgrieve
Union President

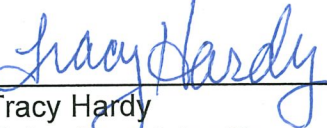
By: 
Susan M. Nash
City Clerk

By: 
Lindsay Szwejkowski
Union Vice President

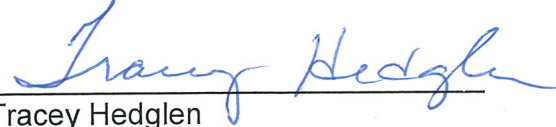
CIVIL SERVICE COMMISSION


By: 
Thomas Liacakes
Union Steward

By: _____
Harry C. Tatigian
Chairperson

By: 
Tracy Hardy
Union Bargaining Team


By: _____
James R. Cambridge
Commissioner

By: 
Tracey Hedglen
Union Bargaining Team

By: 
Charlotte S. Mahoney
Commissioner

Agreement between the City of
Livonia and Union Local 192
December 1, 2019 – November 30, 2022


REVIEWED AND APPROVED FOR
ACCURACY AND FORM:

By: 
Denise C. Maier
Human Resources Director

By: 
Donald R. Rohraff
Director of Public Works

By: 
Michael T. Slater
Director of Finance

By: 
Paul A. Bernier
City Attorney

By: 
Gregory T. Schultz
Attorney

Agreement between the City of
Livonia and Union Local 192
December 1, 2019 – November 30, 2022

LETTER OF UNDERSTANDING

An Emergency Financial Manager appointed under the Local Government and School District Fiscal Accountability Act shall have the right to reject, modify, or terminate the Collective Bargaining Agreement as provided in the Local Government and School District Fiscal Accountability Act.

AMERICAN FEDERAL OF STATE
COUNTY, AND MUNICIAP EMPLOYEES
AFFILIATED WITH AFL-CIO

CITY OF LIVONIA, A Michigan
Municipal Corporation

By: _____/s
Jeanette DiFlorio
Council #25 Representative

By: _____/s
Robert F. Biga
Human Resources Director

By: _____/s
Charles Locke
Union President

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APPENDIX A

**SCHEDULE I
CIVIL SERVICE DEPARTMENT
AFSCME - LOCAL 192
2019-2022 WAGE RATE SCHEDULE
EFFECTIVE 12/01/19**

CLASSIFICATION		2%			2.5%			3%		
		2019-2020			2020-2021			2021-2022		
		HOURLY	BIWEEKLY	ANNUAL	HOURLY	BIWEEKLY	ANNUAL	HOURLY	BIWEEKLY	ANNUAL
ACCOUNT CLERK I	STEP 1	20.45	1,636.00	42,536.00	20.96	1,676.80	43,596.80	21.59	1,727.20	44,907.20
	STEP 1.5	20.77	1,661.60	43,201.60	21.32	1,705.60	44,345.60	21.96	1,756.80	45,676.80
	STEP 2	21.14	1,691.20	43,971.20	21.67	1,733.60	45,073.60	22.32	1,785.60	46,425.60
	STEP 3	21.94	1,755.20	45,635.20	22.49	1,799.20	46,779.20	23.16	1,852.80	48,172.80
	STEP 4	22.64	1,811.20	47,091.20	23.21	1,856.80	48,276.80	23.91	1,912.80	49,732.80
ACCOUNT CLERK II	STEP 1	23.00	1,840.00	47,840.00	23.58	1,886.40	49,046.40	24.29	1,943.20	50,523.20
	STEP 1.5	23.45	1,876.00	48,776.00	24.04	1,923.20	50,003.20	24.76	1,980.80	51,500.80
	STEP 2	23.88	1,910.40	49,670.40	24.48	1,958.40	50,918.40	25.21	2,016.80	52,436.80
	STEP 3	24.74	1,979.20	51,459.20	25.36	2,028.80	52,748.80	26.12	2,089.60	54,329.60
	STEP 4	25.68	2,054.40	53,414.40	26.32	2,105.60	54,745.60	27.11	2,168.80	56,388.80
ACCOUNT CLERK III	STEP 1	24.04	1,923.20	50,003.20	24.64	1,971.20	51,251.20	25.38	2,030.40	52,790.40
	STEP 1.5	24.50	1,960.00	50,960.00	25.11	2,008.80	52,228.80	25.86	2,068.80	53,788.80
	STEP 2	24.93	1,994.40	51,854.40	25.55	2,044.00	53,144.00	26.32	2,105.60	54,745.60
	STEP 3	25.87	2,069.60	53,809.60	26.52	2,121.60	55,161.60	27.32	2,185.60	56,825.60
	STEP 4	26.81	2,144.80	55,764.80	27.48	2,198.40	57,158.40	28.30	2,264.00	58,864.00
ANIMAL CONTROL OFFICER	STEP 1	24.84	1,987.20	51,667.20	25.46	2,036.80	52,956.80	26.22	2,097.60	54,537.60
	STEP 1.5	25.23	2,018.40	52,478.40	25.86	2,068.80	53,788.80	26.64	2,131.20	55,411.20
	STEP 2	25.76	2,060.80	53,580.80	26.40	2,112.00	54,912.00	27.19	2,175.20	56,555.20
	STEP 3	26.68	2,134.40	55,494.40	27.35	2,188.00	56,888.00	28.17	2,253.60	58,593.60
	STEP 4	27.68	2,214.40	57,574.40	28.37	2,269.60	59,009.60	29.22	2,337.60	60,777.60
ASSESSING CLERK	STEP 1	23.34	1,867.20	48,547.20	23.92	1,913.60	49,753.60	24.64	1,971.20	51,251.20
	STEP 1.5	23.69	1,895.20	49,275.20	24.28	1,942.40	50,502.40	25.01	2,000.80	52,020.80
	STEP 2	24.11	1,928.80	50,148.80	24.71	1,976.80	51,396.80	25.45	2,036.00	52,936.00
	STEP 3	25.06	2,004.80	52,124.80	25.69	2,055.20	53,435.20	26.46	2,116.80	55,036.80
	STEP 4	25.94	2,075.20	53,955.20	26.59	2,127.20	55,307.20	27.39	2,191.20	56,971.20

SCHEDULE A

APPENDIX A

SCHEDULE I
CIVIL SERVICE DEPARTMENT
AFSCME - LOCAL 192
2019-2022 WAGE RATE SCHEDULE
EFFECTIVE 12/01/19

CLASSIFICATION		2%			2.5%			3%		
		2019-2020			2020-2021			2021-2022		
		HOURLY	BIWEEKLY	ANNUAL	HOURLY	BIWEEKLY	ANNUAL	HOURLY	BIWEEKLY	ANNUAL
BUILDING INSPECTOR	STEP 1	29.36	2,348.80	61,068.80	30.09	2,407.20	62,587.20	30.99	2,479.20	64,459.20
	STEP 1.5	29.92	2,393.60	62,233.60	30.67	2,453.60	63,793.60	31.59	2,527.20	65,707.20
	STEP 2	30.48	2,438.40	63,398.40	31.24	2,499.20	64,979.20	32.18	2,574.40	66,934.40
	STEP 3	31.58	2,526.40	65,686.40	32.37	2,589.60	67,329.60	33.34	2,667.20	69,347.20
	STEP 4	32.80	2,624.00	68,224.00	33.62	2,689.60	69,929.60	34.63	2,770.40	72,030.40
BUILDING MECHANIC I	STEP 1	21.08	1,686.40	43,846.40	21.61	1,728.80	44,948.80	22.26	1,780.80	46,300.80
	STEP 1.5	21.52	1,721.60	44,761.60	22.06	1,764.80	45,884.80	22.72	1,817.60	47,257.60
	STEP 2	21.96	1,756.80	45,676.80	22.51	1,800.80	46,820.80	23.19	1,855.20	48,235.20
	STEP 3	22.88	1,830.40	47,590.40	23.45	1,876.00	48,776.00	24.15	1,932.00	50,232.00
	STEP 4	23.83	1,906.40	49,566.40	24.43	1,954.40	50,814.40	25.16	2,012.80	52,332.80
	STEP 5	24.82	1,985.60	51,625.60	25.44	2,035.20	52,915.20	26.20	2,096.00	54,496.00
	STEP 6	25.85	2,068.00	53,768.00	26.50	2,120.00	55,120.00	27.30	2,184.00	56,784.00
	STEP 7	26.93	2,154.40	56,014.40	27.60	2,208.00	57,408.00	28.43	2,274.40	59,134.40
STEP 8	28.05	2,244.00	58,344.00	28.75	2,300.00	59,800.00	29.61	2,368.80	61,588.80	
BUILDING MECHANIC II	STEP 1	29.21	2,336.80	60,756.80	29.94	2,395.20	62,275.20	30.84	2,467.20	64,147.20
	STEP 1.5	29.85	2,388.00	62,088.00	30.60	2,448.00	63,648.00	31.52	2,521.60	65,561.60
	STEP 2	30.45	2,436.00	63,336.00	31.21	2,496.80	64,916.80	32.15	2,572.00	66,872.00
CLERK I	STEP 1	16.84	1,347.20	35,027.20	17.26	1,380.80	35,900.80	17.78	1,422.40	36,982.40
	STEP 1.5	17.07	1,365.60	35,505.60	17.50	1,400.00	36,400.00	18.03	1,442.40	37,502.40
	STEP 2	17.39	1,391.20	36,171.20	17.82	1,425.60	37,065.60	18.35	1,468.00	38,168.00
	STEP 3	17.97	1,437.60	37,377.60	18.42	1,473.60	38,313.60	18.97	1,517.60	39,457.60
	STEP 4	18.60	1,488.00	38,688.00	19.07	1,525.60	39,665.60	19.64	1,571.20	40,851.20
CLERK II	STEP 1	17.62	1,409.60	36,649.60	18.06	1,444.80	37,564.80	18.60	1,488.00	38,688.00
	STEP 1.5	17.98	1,438.40	37,398.40	18.43	1,474.40	38,334.40	18.98	1,518.40	39,478.40
	STEP 2	18.37	1,469.60	38,209.60	18.83	1,506.40	39,166.40	19.39	1,551.20	40,331.20
	STEP 3	19.09	1,527.20	39,707.20	19.57	1,565.60	40,705.60	20.16	1,612.80	41,932.80
	STEP 4	19.85	1,588.00	41,288.00	20.35	1,628.00	42,328.00	20.96	1,676.80	43,596.80

SCHEDULE A

APPENDIX A

SCHEDULE I
CIVIL SERVICE DEPARTMENT
AFSCME - LOCAL 192
2019-2022 WAGE RATE SCHEDULE
EFFECTIVE 12/01/19

CLASSIFICATION		2%			2.5%			3%		
		2019-2020			2020-2021			2021-2022		
		HOURLY	BIWEEKLY	ANNUAL	HOURLY	BIWEEKLY	ANNUAL	HOURLY	BIWEEKLY	ANNUAL
CLERK-TYPIST I	STEP 1	17.11	1,368.80	35,588.80	17.54	1,403.20	36,483.20	18.07	1,445.60	37,585.60
	STEP 1.5	17.42	1,393.60	36,233.60	17.86	1,428.80	37,148.80	18.40	1,472.00	38,272.00
	STEP 2	17.75	1,420.00	36,920.00	18.19	1,455.20	37,835.20	18.74	1,499.20	38,979.20
	STEP 3	18.36	1,468.80	38,188.80	18.82	1,505.60	39,145.60	19.38	1,550.40	40,310.40
	STEP 4	18.99	1,519.20	39,499.20	19.46	1,556.80	40,476.80	20.04	1,603.20	41,683.20
CLERK-TYPIST II	STEP 1	19.49	1,559.20	40,539.20	19.98	1,598.40	41,558.40	20.58	1,646.40	42,806.40
	STEP 1.5	19.80	1,584.00	41,184.00	20.30	1,624.00	42,224.00	20.91	1,672.80	43,492.80
	STEP 2	20.19	1,615.20	41,995.20	20.69	1,655.20	43,035.20	21.31	1,704.80	44,324.80
	STEP 3	20.91	1,672.80	43,492.80	21.43	1,714.40	44,574.40	22.07	1,765.60	45,905.60
	STEP 4	21.65	1,732.00	45,032.00	22.19	1,775.20	46,155.20	22.86	1,828.80	47,548.80
CODE ENFORCEMENT OFFICER	STEP 1	25.03	2,002.40	52,062.40	25.66	2,052.80	53,372.80	26.43	2,114.40	54,974.40
	STEP 1.5	25.52	2,041.60	53,081.60	26.16	2,092.80	54,412.80	26.94	2,155.20	56,035.20
	STEP 2	25.93	2,074.40	53,934.40	26.58	2,126.40	55,286.40	27.38	2,190.40	56,950.40
	STEP 3	26.89	2,151.20	55,931.20	27.56	2,204.80	57,324.80	28.39	2,271.20	59,051.20
	STEP 4	27.89	2,231.20	58,011.20	28.59	2,287.20	59,467.20	29.45	2,356.00	61,256.00
CUSTODIAN (AFTER 10/20/14)	STEP 1	14.46	1,156.80	30,076.80	14.82	1,185.60	30,825.60	15.26	1,220.80	31,740.80
	STEP 1.5	14.83	1,186.40	30,846.40	15.20	1,216.00	31,616.00	15.66	1,252.80	32,572.80
	STEP 2	15.18	1,214.40	31,574.40	15.56	1,244.80	32,364.80	16.03	1,282.40	33,342.40
	STEP 3	15.90	1,272.00	33,072.00	16.30	1,304.00	33,904.00	16.79	1,343.20	34,923.20
	STEP 4	16.61	1,328.80	34,548.80	17.03	1,362.40	35,422.40	17.54	1,403.20	36,483.20
CUSTODIAN (BEFORE 10/20/14)	STEP 1	14.46	1,156.80	30,076.80	14.82	1,185.60	30,825.60	15.26	1,220.80	31,740.80
	STEP 1.5	15.52	1,241.60	32,281.60	15.91	1,272.80	33,092.80	16.39	1,311.20	34,091.20
	STEP 2	16.61	1,328.80	34,548.80	17.03	1,362.40	35,422.40	17.54	1,403.20	36,483.20

SCHEDULE A

APPENDIX A

SCHEDULE I
CIVIL SERVICE DEPARTMENT
AFSCME - LOCAL 192
2019-2022 WAGE RATE SCHEDULE
EFFECTIVE 12/01/19

CLASSIFICATION		2%			2.5%			3%		
		2019-2020			2020-2021			2021-2022		
		HOURLY	BIWEEKLY	ANNUAL	HOURLY	BIWEEKLY	ANNUAL	HOURLY	BIWEEKLY	ANNUAL
ELECTIONS SYSTEMS OPERATOR	STEP 1	21.50	1,720.00	44,720.00	22.04	1,763.20	45,843.20	22.70	1,816.00	47,216.00
	STEP 1.5	21.85	1,748.00	45,448.00	22.40	1,792.00	46,592.00	23.07	1,845.60	47,985.60
	STEP 2	22.31	1,784.80	46,404.80	22.87	1,829.60	47,569.60	23.56	1,884.80	49,004.80
	STEP 3	23.08	1,846.40	48,006.40	23.66	1,892.80	49,212.80	24.37	1,949.60	50,689.60
	STEP 4	23.91	1,912.80	49,732.80	24.51	1,960.80	50,980.80	25.25	2,020.00	52,520.00
ELECTION COORDINATOR Council Resolution 475-06 10/12/2006	STEP 1	24.76	1,980.80	51,500.80	25.38	2,030.40	52,790.40	26.14	2,091.20	54,371.20
	STEP 1.5	25.25	2,020.00	52,520.00	25.88	2,070.40	53,830.40	26.66	2,132.80	55,452.80
	STEP 2	25.78	2,062.40	53,622.40	26.42	2,113.60	54,953.60	27.21	2,176.80	56,596.80
	STEP 3	26.82	2,145.60	55,785.60	27.49	2,199.20	57,179.20	28.31	2,264.80	58,884.80
	STEP 4	27.89	2,231.20	58,011.20	28.59	2,287.20	59,467.20	29.45	2,356.00	61,256.00
ELECTRICAL INSPECTOR	STEP 1	29.36	2,348.80	61,068.80	30.09	2,407.20	62,587.20	30.99	2,479.20	64,459.20
	STEP 1.5	29.92	2,393.60	62,233.60	30.67	2,453.60	63,793.60	31.59	2,527.20	65,707.20
	STEP 2	30.48	2,438.40	63,398.40	31.24	2,499.20	64,979.20	32.18	2,574.40	66,934.40
	STEP 3	31.58	2,526.40	65,686.40	32.37	2,589.60	67,329.60	33.34	2,667.20	69,347.20
	STEP 4	32.80	2,624.00	68,224.00	33.62	2,689.60	69,929.60	34.63	2,770.40	72,030.40
ENVIRONMENTAL CONTROL OFFICER	STEP 1	29.36	2,348.80	61,068.80	30.09	2,407.20	62,587.20	30.99	2,479.20	64,459.20
	STEP 1.5	29.92	2,393.60	62,233.60	30.67	2,453.60	63,793.60	31.59	2,527.20	65,707.20
	STEP 2	30.48	2,438.40	63,398.40	31.24	2,499.20	64,979.20	32.18	2,574.40	66,934.40
	STEP 3	31.58	2,526.40	65,686.40	32.37	2,589.60	67,329.60	33.34	2,667.20	69,347.20
	STEP 4	32.80	2,624.00	68,224.00	33.62	2,689.60	69,929.60	34.63	2,770.40	72,030.40
EQUIPMENT MECHANIC I	STEP 1	21.76	1,740.80	45,260.80	22.30	1,784.00	46,384.00	22.97	1,837.60	47,777.60
	STEP 1.5	22.21	1,776.80	46,196.80	22.77	1,821.60	47,361.60	23.45	1,876.00	48,776.00
	STEP 2	22.65	1,812.00	47,112.00	23.22	1,857.60	48,297.60	23.92	1,913.60	49,753.60
	STEP 3	23.59	1,887.20	49,067.20	24.18	1,934.40	50,294.40	24.91	1,992.80	51,812.80
	STEP 4	24.58	1,966.40	51,126.40	25.19	2,015.20	52,395.20	25.95	2,076.00	53,976.00
	STEP 5	25.61	2,048.80	53,268.80	26.25	2,100.00	54,600.00	27.04	2,163.20	56,243.20
	STEP 6	26.68	2,134.40	55,494.40	27.35	2,188.00	56,888.00	28.17	2,253.60	58,593.60
	STEP 7	27.80	2,224.00	57,824.00	28.50	2,280.00	59,280.00	29.36	2,348.80	61,068.80
STEP 8	28.96	2,316.80	60,236.80	29.68	2,374.40	61,734.40	30.57	2,445.60	63,585.60	

SCHEDULE A

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SCHEDULE I
CIVIL SERVICE DEPARTMENT
AFSCME - LOCAL 192
2019-2022 WAGE RATE SCHEDULE
EFFECTIVE 12/01/19

CLASSIFICATION		2%			2.5%			3%		
		2019-2020			2020-2021			2021-2022		
		HOURLY	BIWEEKLY	ANNUAL	HOURLY	BIWEEKLY	ANNUAL	HOURLY	BIWEEKLY	ANNUAL
EQUIPMENT MECHANIC II	STEP 1	29.11	2,328.80	60,548.80	29.84	2,387.20	62,067.20	30.74	2,459.20	63,939.20
	STEP 1.5	29.64	2,371.20	61,651.20	30.38	2,430.40	63,190.40	31.29	2,503.20	65,083.20
	STEP 2	30.16	2,412.80	62,732.80	30.91	2,472.80	64,292.80	31.84	2,547.20	66,227.20
EQUIPMENT MECHANIC TRAINEE	STEP 1	19.28	1,542.40	40,102.40	19.76	1,580.80	41,100.80	20.35	1,628.00	42,328.00
	STEP 1.5	19.68	1,574.40	40,934.40	20.17	1,613.60	41,953.60	20.78	1,662.40	43,222.40
	STEP 2	20.07	1,605.60	41,745.60	20.57	1,645.60	42,785.60	21.19	1,695.20	44,075.20
	STEP 3	20.92	1,673.60	43,513.60	21.44	1,715.20	44,595.20	22.08	1,766.40	45,926.40
FIRE EQUIPMENT MECHANIC	STEP 1	26.31	2,104.80	54,724.80	26.97	2,157.60	56,097.60	27.78	2,222.40	57,782.40
	STEP 1.5	26.78	2,142.40	55,702.40	27.45	2,196.00	57,096.00	28.27	2,261.60	58,801.60
	STEP 2	27.22	2,177.60	56,617.60	27.90	2,232.00	58,032.00	28.74	2,299.20	59,779.20
	STEP 3	28.34	2,267.20	58,947.20	29.05	2,324.00	60,424.00	29.92	2,393.60	62,233.60
	STEP 4	29.36	2,348.80	61,068.80	30.09	2,407.20	62,587.20	30.99	2,479.20	64,459.20
HEATING INSPECTOR	STEP 1	29.36	2,348.80	61,068.80	30.09	2,407.20	62,587.20	30.99	2,479.20	64,459.20
	STEP 1.5	29.92	2,393.60	62,233.60	30.67	2,453.60	63,793.60	31.59	2,527.20	65,707.20
	STEP 2	30.48	2,438.40	63,398.40	31.24	2,499.20	64,979.20	32.18	2,574.40	66,934.40
	STEP 3	31.58	2,526.40	65,686.40	32.37	2,589.60	67,329.60	33.34	2,667.20	69,347.20
	STEP 4	32.80	2,624.00	68,224.00	33.62	2,689.60	69,929.60	34.63	2,770.40	72,030.40
LIBRARY AIDE I	STEP 1	20.19	1,615.20	41,995.20	20.69	1,655.20	43,035.20	21.31	1,704.80	44,324.80
	STEP 1.5	20.55	1,644.00	42,744.00	21.06	1,684.80	43,804.80	21.69	1,735.20	45,115.20
	STEP 2	20.91	1,672.80	43,492.80	21.43	1,714.40	44,574.40	22.07	1,765.60	45,905.60
	STEP 3	21.63	1,730.40	44,990.40	22.17	1,773.60	46,113.60	22.84	1,827.20	47,507.20
	STEP 4	22.42	1,793.60	46,633.60	22.98	1,838.40	47,798.40	23.67	1,893.60	49,233.60
LIBRARY AIDE II	STEP 1	23.40	1,872.00	48,672.00	23.99	1,919.20	49,899.20	24.71	1,976.80	51,396.80
	STEP 1.5	23.82	1,905.60	49,545.60	24.42	1,953.60	50,793.60	25.15	2,012.00	52,312.00
	STEP 2	24.29	1,943.20	50,523.20	24.90	1,992.00	51,792.00	25.65	2,052.00	53,352.00
	STEP 3	25.08	2,006.40	52,166.40	25.71	2,056.80	53,476.80	26.48	2,118.40	55,078.40
	STEP 4	26.02	2,081.60	54,121.60	26.67	2,133.60	55,473.60	27.47	2,197.60	57,137.60

SCHEDULE A

APPENDIX A

**SCHEDULE I
CIVIL SERVICE DEPARTMENT
AFSCME - LOCAL 192
2019-2022 WAGE RATE SCHEDULE
EFFECTIVE 12/01/19**

CLASSIFICATION		2%			2.5%			3%		
		2019-2020			2020-2021			2021-2022		
		HOURLY	BIWEEKLY	ANNUAL	HOURLY	BIWEEKLY	ANNUAL	HOURLY	BIWEEKLY	ANNUAL
PERSONAL PROPERTY TAX COLLECTOR	STEP 1	21.46	1,716.80	44,636.80	22.00	1,760.00	45,760.00	22.66	1,812.80	47,132.80
	STEP 1.5	21.84	1,747.20	45,427.20	22.39	1,791.20	46,571.20	23.06	1,844.80	47,964.80
	STEP 2	22.28	1,782.40	46,342.40	22.84	1,827.20	47,507.20	23.53	1,882.40	48,942.40
	STEP 3	23.09	1,847.20	48,027.20	23.67	1,893.60	49,233.60	24.38	1,950.40	50,710.40
	STEP 4	23.95	1,916.00	49,816.00	24.55	1,964.00	51,064.00	25.29	2,023.20	52,603.20
	STEP 5	24.88	1,990.40	51,750.40	25.50	2,040.00	53,040.00	26.27	2,101.60	54,641.60
PLANNING TECHNICIAN Returned to salary table May 10, 2019	STEP 1	23.65	1,892.00	49,192.00	24.24	1,939.20	50,419.20	24.97	1,997.60	51,937.60
	STEP 1.5	24.08	1,926.40	50,086.40	24.68	1,974.40	51,334.40	25.42	2,033.60	52,873.60
	STEP 2	24.51	1,960.80	50,980.80	25.12	2,009.60	52,249.60	25.87	2,069.60	53,809.60
	STEP 3	25.43	2,034.40	52,894.40	26.07	2,085.60	54,225.60	26.85	2,148.00	55,848.00
	STEP 4	26.34	2,107.20	54,787.20	27.00	2,160.00	56,160.00	27.81	2,224.80	57,844.80
PLUMBING INSPECTOR	STEP 1	29.36	2,348.80	61,068.80	30.09	2,407.20	62,587.20	30.99	2,479.20	64,459.20
	STEP 1.5	29.92	2,393.60	62,233.60	30.67	2,453.60	63,793.60	31.59	2,527.20	65,707.20
	STEP 2	30.48	2,438.40	63,398.40	31.24	2,499.20	64,979.20	32.18	2,574.40	66,934.40
	STEP 3	31.58	2,526.40	65,686.40	32.37	2,589.60	67,329.60	33.34	2,667.20	69,347.20
	STEP 4	32.80	2,624.00	68,224.00	33.62	2,689.60	69,929.60	34.63	2,770.40	72,030.40
PROPERTY APPRAISER I	STEP 1	21.46	1,716.80	44,636.80	22.00	1,760.00	45,760.00	22.66	1,812.80	47,132.80
	STEP 1.5	21.84	1,747.20	45,427.20	22.39	1,791.20	46,571.20	23.06	1,844.80	47,964.80
	STEP 2	22.28	1,782.40	46,342.40	22.84	1,827.20	47,507.20	23.53	1,882.40	48,942.40
	STEP 3	23.09	1,847.20	48,027.20	23.67	1,893.60	49,233.60	24.38	1,950.40	50,710.40
	STEP 4	23.95	1,916.00	49,816.00	24.55	1,964.00	51,064.00	25.29	2,023.20	52,603.20
	STEP 5	24.88	1,990.40	51,750.40	25.50	2,040.00	53,040.00	26.27	2,101.60	54,641.60
PUBLIC SERVICE WORKER I	STEP 1	20.09	1,607.20	41,787.20	20.59	1,647.20	42,827.20	21.21	1,696.80	44,116.80
	STEP 1.5	20.52	1,641.60	42,681.60	21.03	1,682.40	43,742.40	21.66	1,732.80	45,052.80
	STEP 2	20.93	1,674.40	43,534.40	21.45	1,716.00	44,616.00	22.09	1,767.20	45,947.20
	STEP 3	21.80	1,744.00	45,344.00	22.35	1,788.00	46,488.00	23.02	1,841.60	47,881.60
	STEP 4	22.71	1,816.80	47,236.80	23.28	1,862.40	48,422.40	23.98	1,918.40	49,878.40
	STEP 5	23.64	1,891.20	49,171.20	24.23	1,938.40	50,398.40	24.96	1,996.80	51,916.80
	STEP 6	24.62	1,969.60	51,209.60	25.24	2,019.20	52,499.20	26.00	2,080.00	54,080.00
	STEP 7	25.65	2,052.00	53,352.00	26.29	2,103.20	54,683.20	27.08	2,166.40	56,326.40
STEP 8	26.72	2,137.60	55,577.60	27.39	2,191.20	56,971.20	28.21	2,256.80	58,676.80	

SCHEDULE A

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SCHEDULE I
CIVIL SERVICE DEPARTMENT
AFSCME - LOCAL 192
2019-2022 WAGE RATE SCHEDULE
EFFECTIVE 12/01/19

CLASSIFICATION		2%			2.5%			3%		
		2019-2020			2020-2021			2021-2022		
		HOURLY	BIWEEKLY	ANNUAL	HOURLY	BIWEEKLY	ANNUAL	HOURLY	BIWEEKLY	ANNUAL
PUBLIC SERVICE WORKER II	STEP 1	24.26	1,940.80	50,460.80	24.87	1,989.60	51,729.60	25.62	2,049.60	53,289.60
	STEP 1.5	24.77	1,981.60	51,521.60	25.39	2,031.20	52,811.20	26.15	2,092.00	54,392.00
	STEP 2	25.27	2,021.60	52,561.60	25.90	2,072.00	53,872.00	26.68	2,134.40	55,494.40
	STEP 3	26.32	2,105.60	54,745.60	26.98	2,158.40	56,118.40	27.79	2,223.20	57,803.20
	STEP 4	27.41	2,192.80	57,012.80	28.10	2,248.00	58,448.00	28.94	2,315.20	60,195.20
	STEP 5	28.55	2,284.00	59,384.00	29.26	2,340.80	60,860.80	30.14	2,411.20	62,691.20
SAFETY REPRESENTATIVE	STEP 1	28.34	2,267.20	58,947.20	29.05	2,324.00	60,424.00	29.92	2,393.60	62,233.60
	STEP 1.5	28.83	2,306.40	59,966.40	29.55	2,364.00	61,464.00	30.44	2,435.20	63,315.20
	STEP 2	29.36	2,348.80	61,068.80	30.09	2,407.20	62,587.20	30.99	2,479.20	64,459.20
SECRETARY I	STEP 1	19.80	1,584.00	41,184.00	20.30	1,624.00	42,224.00	20.91	1,672.80	43,492.80
	STEP 1.5	20.17	1,613.60	41,953.60	20.67	1,653.60	42,993.60	21.29	1,703.20	44,283.20
	STEP 2	20.55	1,644.00	42,744.00	21.06	1,684.80	43,804.80	21.69	1,735.20	45,115.20
	STEP 3	21.25	1,700.00	44,200.00	21.78	1,742.40	45,302.40	22.43	1,794.40	46,654.40
	STEP 4	22.07	1,765.60	45,905.60	22.62	1,809.60	47,049.60	23.30	1,864.00	48,464.00
SECRETARY II	STEP 1	22.43	1,794.40	46,654.40	22.99	1,839.20	47,819.20	23.68	1,894.40	49,254.40
	STEP 1.5	22.86	1,828.80	47,548.80	23.43	1,874.40	48,734.40	24.13	1,930.40	50,190.40
	STEP 2	23.32	1,865.60	48,505.60	23.90	1,912.00	49,712.00	24.62	1,969.60	51,209.60
	STEP 3	24.09	1,927.20	50,107.20	24.69	1,975.20	51,355.20	25.43	2,034.40	52,894.40
	STEP 4	25.03	2,002.40	52,062.40	25.66	2,052.80	53,372.80	26.43	2,114.40	54,974.40
SECRETARY III	STEP 1	23.34	1,867.20	48,547.20	23.92	1,913.60	49,753.60	24.64	1,971.20	51,251.20
	STEP 1.5	23.69	1,895.20	49,275.20	24.28	1,942.40	50,502.40	25.01	2,000.80	52,020.80
	STEP 2	24.11	1,928.80	50,148.80	24.71	1,976.80	51,396.80	25.45	2,036.00	52,936.00
	STEP 3	25.06	2,004.80	52,124.80	25.69	2,055.20	53,435.20	26.46	2,116.80	55,036.80
	STEP 4	25.94	2,075.20	53,955.20	26.59	2,127.20	55,307.20	27.39	2,191.20	56,971.20
SENIOR FIRE EQUIPMENT MECHANIC	STEP 3	30.51	2,440.80	63,460.80	31.27	2,501.60	65,041.60	32.21	2,576.80	66,996.80
	STEP 4	31.61	2,528.80	65,748.80	32.40	2,592.00	67,392.00	33.37	2,669.60	69,409.60
	STEP 5	32.86	2,628.80	68,348.80	33.68	2,694.40	70,054.40	34.69	2,775.20	72,155.20

SCHEDULE A

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**SCHEDULE I
CIVIL SERVICE DEPARTMENT
AFSCME - LOCAL 192
2019-2022 WAGE RATE SCHEDULE
EFFECTIVE 12/01/19**

CLASSIFICATION		2%			2.5%			3%		
		2019-2020			2020-2021			2021-2022		
		HOURLY	BIWEEKLY	ANNUAL	HOURLY	BIWEEKLY	ANNUAL	HOURLY	BIWEEKLY	ANNUAL
TAX ACCOUNT CLERK	STEP 1	24.76	1,980.80	51,500.80	25.38	2,030.40	52,790.40	26.14	2,091.20	54,371.20
	STEP 1.5	25.25	2,020.00	52,520.00	25.88	2,070.40	53,830.40	26.66	2,132.80	55,452.80
	STEP 2	25.78	2,062.40	53,622.40	26.42	2,113.60	54,953.60	27.21	2,176.80	56,596.80
	STEP 3	26.82	2,145.60	55,785.60	27.49	2,199.20	57,179.20	28.31	2,264.80	58,884.80
	STEP 4	27.89	2,231.20	58,011.20	28.59	2,287.20	59,467.20	29.45	2,356.00	61,256.00
TAX CLERK I	STEP 1	16.84	1,347.20	35,027.20	17.26	1,380.80	35,900.80	17.78	1,422.40	36,982.40
	STEP 1.5	17.07	1,365.60	35,505.60	17.50	1,400.00	36,400.00	18.03	1,442.40	37,502.40
	STEP 2	17.39	1,391.20	36,171.20	17.82	1,425.60	37,065.60	18.35	1,468.00	38,168.00
	STEP 3	17.97	1,437.60	37,377.60	18.42	1,473.60	38,313.60	18.97	1,517.60	39,457.60
	STEP 4	18.60	1,488.00	38,688.00	19.07	1,525.60	39,665.60	19.64	1,571.20	40,851.20
TELLER I	STEP 1	20.91	1,672.80	43,492.80	21.43	1,714.40	44,574.40	22.07	1,765.60	45,905.60
	STEP 1.5	21.25	1,700.00	44,200.00	21.78	1,742.40	45,302.40	22.43	1,794.40	46,654.40
	STEP 2	21.63	1,730.40	44,990.40	22.17	1,773.60	46,113.60	22.84	1,827.20	47,507.20
	STEP 3	22.42	1,793.60	46,633.60	22.98	1,838.40	47,798.40	23.67	1,893.60	49,233.60
	STEP 4	23.27	1,861.60	48,401.60	23.85	1,908.00	49,608.00	24.57	1,965.60	51,105.60
TELLER II	STEP 1	21.50	1,720.00	44,720.00	22.04	1,763.20	45,843.20	22.70	1,816.00	47,216.00
	STEP 1.5	21.85	1,748.00	45,448.00	22.40	1,792.00	46,592.00	23.07	1,845.60	47,985.60
	STEP 2	22.31	1,784.80	46,404.80	22.87	1,829.60	47,569.60	23.56	1,884.80	49,004.80
	STEP 3	23.08	1,846.40	48,006.40	23.66	1,892.80	49,212.80	24.37	1,949.60	50,689.60
	STEP 4	23.91	1,912.80	49,732.80	24.51	1,960.80	50,980.80	25.25	2,020.00	52,520.00
TELLER III	STEP 1	23.00	1,840.00	47,840.00	23.58	1,886.40	49,046.40	24.29	1,943.20	50,523.20
	STEP 1.5	23.45	1,876.00	48,776.00	24.04	1,923.20	50,003.20	24.76	1,980.80	51,500.80
	STEP 2	23.88	1,910.40	49,670.40	24.48	1,958.40	50,918.40	25.21	2,016.80	52,436.80
	STEP 3	24.74	1,979.20	51,459.20	25.36	2,028.80	52,748.80	26.12	2,089.60	54,329.60
	STEP 4	25.68	2,054.40	53,414.40	26.32	2,105.60	54,745.60	27.11	2,168.80	56,388.80

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**SCHEDULE I
CIVIL SERVICE DEPARTMENT
AFSCME - LOCAL 192
2019-2022 WAGE RATE SCHEDULE
EFFECTIVE 12/01/19**

CLASSIFICATION		2%			2.5%			3%		
		2019-2020			2020-2021			2021-2022		
		HOURLY	BIWEEKLY	ANNUAL	HOURLY	BIWEEKLY	ANNUAL	HOURLY	BIWEEKLY	ANNUAL
TRAFFIC ANALYST I	STEP 1	23.65	1,892.00	49,192.00	24.24	1,939.20	50,419.20	24.97	1,997.60	51,937.60
	STEP 1.5	24.08	1,926.40	50,086.40	24.68	1,974.40	51,334.40	25.42	2,033.60	52,873.60
	STEP 2	24.51	1,960.80	50,980.80	25.12	2,009.60	52,249.60	25.87	2,069.60	53,809.60
	STEP 3	25.43	2,034.40	52,894.40	26.07	2,085.60	54,225.60	26.85	2,148.00	55,848.00
	STEP 4	26.34	2,107.20	54,787.20	27.00	2,160.00	56,160.00	27.81	2,224.80	57,844.80
TRAFFIC ANALYST II	STEP 1	25.07	2,005.60	52,145.60	25.70	2,056.00	53,456.00	26.47	2,117.60	55,057.60
	STEP 1.5	25.54	2,043.20	53,123.20	26.18	2,094.40	54,454.40	26.97	2,157.60	56,097.60
	STEP 2	25.97	2,077.60	54,017.60	26.62	2,129.60	55,369.60	27.42	2,193.60	57,033.60
	STEP 3	26.97	2,157.60	56,097.60	27.64	2,211.20	57,491.20	28.47	2,277.60	59,217.60
	STEP 4	27.94	2,235.20	58,115.20	28.64	2,291.20	59,571.20	29.50	2,360.00	61,360.00

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