## AGREEMENT


and


December 1, 1998 to November 30, 2001
AGREEMENT BETWEEN
THE CITY OF LIVONIA AND
LOCAL 192, AFFILIATED
WITH COUNCIL 25, AMERICAN
FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

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        AFL - CIO
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DECEMBER 1, 1998

TO

NOVEMBER 30, 2001
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## 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 $\qquad$ day of $\qquad$ between the City of Livonia, a Michigan Municipal Corporation (hereinafter referred to as the Employer or the City), and Local 192 (hereinafter 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 insure 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.

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## 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 Article 50, 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 32.
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.

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## 2. MANAGEMENT RIGHTS AND RESPONSIBILITIES (Continued)

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:

## 2. MANAGEMENT RIGHTS AND RESPONSIBILITIES (Continued)

(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.

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.

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## 4. UNION RIGHTS AND RESPONSIBILITIES (Continued)

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. Each Employee who, on the effective date of this Agreement, is a member of the Union, shall, as a condition of employment, maintain his membership in the Union. Each Employee hired on or after the execution of this Agreement, shall, as a condition of employment, become a member of the Union thirty (30) days after his hiring date or the effective date of this Agreement, whichever is later, and maintain membership in the Union or should the Employee not apply for membership in the Union, the Employee shall pay a service charge in accordance with paragraph B. of this Article. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.
B. Any present or future Employee who is not a Union member and who does not make application for membership, shall, as a condition of employment, pay to the Union each month, a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly dues. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

## 6. UNION DUES AND INITIATION EEES

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

1. The Employer agrees to give to each new Employee at the time

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## 6. UNION DUES AND INITIATION EEES (Continued)

of hiring, a payroll deduction form in which the Employee shall comply with paragraph 2 or 3 of this section.
2. Those Employees who apply for membership in the Union are required to tender an initiation fee and periodic membership dues and shall sign the "Authorization for Payroll Deduction" form.
3. Those Employees who do not make application for membership shall be required to tender periodic fees as a service charge by signing the "Authorization for Payroll Deduction of Service Charge" form.
4. Payroll Deduction Form: During the life of this Agreement, the Employer agrees to deduct Union membership dues or fees as a service charge, levied in accordance with the constitution and bylaws of the Union, from the pay of each Employee who executes or has executed either the "Authorization for Payroll Deduction" or "Authorization for Payroll Deduction of Service Charge" form.
B. When Deductions Begin: Payroll deductions under all properly executed "Authorization for Payroll Deduction", or "Authorization for Payroll Deduction of Service Charge" forms shall become effective at the time the application is received by the City. Employees must pay full monthly dues for the month employed or in which they return to work, and each month thereafter, in which the Employee works at least one day. The appropriate amount of dues shall be deducted from the first pay of each month.
C. Remittance of Dues to Einancial Officer: Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union with a list for whom dues or service charges have been deducted as soon as possible after the 10 th 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 he is no longer an Employee of the bargaining unit (by reason of death, quit, discharge, layoff, transfer, or for any other reason). 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.
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

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## 6. UNION DUES AND INITIATION EEES (Continued)

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.
F. When Deductions Begin: Payroll deductions under all properly executed "Authorization for Payroll Deductions of Dues" or "Authorization for Payroll Deduction of Service Charge" forms shall become effective at the time the application is received by the City and shall be deducted from the first pay of the month and each month thereafter.

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AEL-CIO AUTHORIZATION FOR PAYROLL DEDUCTION

By Please Print: Last Name First Name Middle Name

To
Name of Employer Department

Effective $\qquad$ I hereby request and authorize Date
you to deduct from my earnings each
Payroll Period
an amount sufficient to provide for the regular payment of the current rate of monthly union dues established by AFSCME Local Union No. Council No. __. The amount shall be certified by Local Union No.__, Council No. $\qquad$ and any change in such amount shall be so certified. The amount deducted shall be paid to the treasurer of Local Union No. __ Council No._ AFSCME. This authorization shall remain in effect unless terminated by me during the two week period $\qquad$ to
$\qquad$ of any year.

Street Address

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## 6. UNION DUES AND INITIATION EEES (Continued)

## AUTHORIZATION FOR PAYROLL DEDUCTION OF SERVICE CHARGE

For Employees who do not apply for membership in the Union and are, therefore, required to pay a service charge under Article 5 of this Agreement:

BY:
Please Print: Last Name First Name Middle Name
CLASSIFICATION: $\qquad$ SS\# $\qquad$

TO: $\qquad$
Employer

Effective $\qquad$ (date) I hereby request and authorize you to deduct from my earnings each month a sufficient amount to provide for the regular payment of the current rate of monthly union dues as certified by the Union. The amount deducted shall be paid to the Treasurer of Union name and number) of the American Federation of State, County, and Municipal Employees. This authorization shall remain in effect unless terminated by me, by written notice, to the Union and Employer within thirty (30) days immediately preceding termination of my employment.

Employee's Signature
This space reserved for additional information when required.

Street Address

City and State

## 7. UNION REPRESENTATION

Eor 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
Subunit \#2
Subunit \#3

Water \& Sewer Maintenance
Roads Maintenance
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Subunit \#4 Garage/Fire Mechanic
Subunit \#5 Sign Shop
UNIT II
Parks \& Golf Course/Building Maintenance
Custodial Maintenance

## UNIT III

Engineering/Inspection/Parks \& Recreation
Library
City Hall/Public Service Clerical/ Animal Control 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 his/her 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 his/her 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,

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## 8. STEWARDS AND ALTERNATE STEWARDS (Continued)

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. Council and International Representatives shall identify themselves to supervision and have full and free access to the premises of the Employer at any time 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 ten (10) working days of the occurrence causing the grievance, or within ten (10) 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 he/she could not have become aware of the grievance within ten (10) working days of its occurrence. The supervisor shall thereafter attempt to adjust the matter and shall respond to the Steward within three (3) 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.

## 10. GRIEVANCE PROCEDURE (Continued)

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 five (5) 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 (5) working days after receipt thereof.

Step Three. If the grievance is still unsettled, the Union may, within five (5) working days after written reply of the Division or Department Head, request the Michigan Employment Relations Commission to assign a mediator for the purpose of mediating the grievance. The mediation shall be completed within thirty (30) working days of the request for mediation.

Election of Remedies: In those cases involving discipline or discharge, the following shall apply:

The employee may elect to avail himself 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 five (5) working days after the response of the department or division head or designee is due, or within thirty-five (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 $16 j$, of the City Charter shall prevail. The City Charter reads as follows:

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(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 (2) weeks of the receipt of the grievance and shall respond in writing as soon as possible, but in any event, within ten (10) working days after the final meeting with respect to same.

Step Five.

1. Except as otherwise provided herein, if the grievance is not satisfactorily resolved by the Civil Service Commission or in appropriate cases the aforementioned election to the Civil Service Commission is not made, either party may, within twenty (20) working days after the decision of the Civil Service Commission, or department or division head, as the case may be, 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 fifteen (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 aggrieved (as appropriate) nor the Local Representative

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## 10. GRIEVANCE PROCEDURE (Continued)

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 he 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 (5) 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 by transmitting copies of said grievance to the proper step.
F. An Employee, during his hours of employment, shall complete his/her assignments and follow the procedure as outlined above or the Employee shall be subject to disciplinary action.
G. Any grievance settlement shall be made in accordance with the terms and spirit of this Agreement.
H. 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.
I. In the case of a pay shortage of which the Employee would not have been aware before receiving his pay, any adjustment made shall be retroactive to the beginning of the pay period covered by such pay if a grievance is filed within fifteen (15) working

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## 10. GRIEVANCE PROCEDURE (Continued)

days of receipt of such paycheck.
J. 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.
K. 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 he so desires, 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 six (6) months 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 eighteen (18) months 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 his designee to the department or division head or his designee at the second step of the grievance procedure within five (5) working days of the discharge, demotion, or suspension.

## 12. SENIORITY

A. "Seniority" shall mean the length of continuous service by an Employee from his original date of employment to a permanent position in the classified service or from his original date of employment on a temporary basis which led to permanent 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 (6) months of his employment. There shall be no seniority among probationary Employees. When an Employee completes the probationary period, he shall be included on the seniority list of the unit and shall rank for seniority from the date of his initial employment.
C. The Union shall represent probationary Employees for the purpose of collective bargaining with respect to rates of pay, hours of employment, and other terms and conditions of employment as set forth in Article 1 of this Agreement, except discharged probationary Employees, for other than Union activity.
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 for the following reasons:

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 (2) years from the date of layoff or a period equal to the Employee's length of seniority, whichever is greater.

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## 14. LOSS OF SENIORITY AND STATUS (Continued)

B. An Employee may lose seniority and status for the following reasons:

1. The Employee is absent for three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the Employee, at his/her last known address, that he/she may lose seniority and status, and the Employee's employment may be terminated.
2. Failure to return from sick leave or leaves of absence may be treated the same as B (1) above.
C. In the application of the provisions of this Article, due consideration shall be given to extenuating circumstances.

## 15. SHIFT PREFERENCE

A. 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.
B. A new or promoted Employee in the equipment mechanic classification will not be assigned to a regular shift until he completes his probationary period. No shift assignment changes will be made until the new or promoted Employee completes his probationary period. This shift assignment moratorium period shall not extend beyond six (6) months from the date of hire of the new Employee or three (3) months from the date of the promotion, whichever is applicable.

## 16. SENIORITY OF OFEICERS AND STEWARDS

Notwithstanding their position on the seniority list, the President, Vice President, Treasurer, Secretary, Chief Stewards, three (3) Executive Board Members, 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. LAYOEFS

Whenever it becomes necessary to reduce the working force in a classification in any department of the City service, the Appointing Authority shall lay off the employee or employees in accordance with

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## 17. LAYOFES (Continued)

these provisions. Affected employees shall have the right to bump, based on total City seniority, into a classification at the same or lower pay rate, provided that the employee presently meets the minimum qualifications to perform the available job. Should the City determine that the employee cannot satisfactorily perform the job selected, after the employee has been in the job for a period of time equal to the probation period for that classification, the employee will be entitled to one additional and final bump. The employee shall have the classification title and the pay rate of the classification into which he exercises his bump. Upon request, the City will provide employees notified of layoffs with a list of classifications into which the employee may bump. A bumped employee shall receive a layoff notice. 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 his last known address by registered mail or certified mail. If an individual Employee, within ten (10) calendar days of notice, fails to return to the classification being recalled, he shall be considered a quit, unless he requests to be retained on the layoff list, barring extenuating circumstances that may occur.

## 19. TRANSEERS

A. If an Employee is transferred to a position under the Employer, not included in the unit and is thereafter transferred again to a position within the unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.
B. Transfers to a temporary vacancy having a duration of ninety days or less, unless the duration is mutually extended by the parties, shall be limited to full-time employees in the department or division or part-time employees city-wide subject to the provisions of C. 2-5 \& 8. If no full-time employee in the department or division or part-time employee city-wide applies for said temporary vacancy, said vacancy shall be filled in accordance with the provisions set forth in Paragraph C.
C. In the event of a vacancy or a newly-created position, Employees shall be given the opportunity to transfer, on the basis of seniority, subject to the following:

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## 19. TRANSFERS (Continued)

1. Vacancies within a department or division shall first be offered to Employees within the department or division in accordance with $B$ or $C$ before being posted city-wide.
2. Vacancies shall be publicly posted in each subunit at least seven (7) working days prior to filling of the vacancy.
3. The list of employees signing the posting set forth in Section C.2, above, shall be valid for fifteen (15) calendar days after the said seven (7) calendar day posting period. During said fifteen (15) calendar days there shall be no obligation to repost for the vacancy involved and if the said vacancy continues or recurs during said fifteen (15) calendar days, selection for the vacancy may be made from the employees signing said posting in accordance with the provisions of $19(C)$.
4. All eligible employees signing the posting shall have an opportunity to meet with the department or division head involved.
5. Transfer shall be approved only if the Employee meets the basic qualifications for the classification involved and shall be awarded to the senior Employee applying.
6. Employees electing a lateral transfer within a classification will be subject to a ninety (90) day trial period with written evaluation reports to be completed at thirty (30) day intervals. This evaluation period may be extended up to an additional ninety (90) days by the Civil Service Commission, upon written request from the department or division head.
7. Denial of permanent transfer shall be only for just cause and must be documented, in writing, to the Employee, the Civil Service Commission and the Union. Upon request the department or division head shall meet with the Employee and the Union to discuss the denial.
8. Employees who do not satisfactorily complete the trial period or who desire to return to their previous position shall be returned to their prior position without penalty or prejudice.
D. Persons on vacation shall have the right to file for vacancies or transfers posted during their vacation upon return to work. Such filing shall take place within five (5) working days after returning to work with the first day of work counting as the first day for filing. No retroactive payments shall be made as

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## 19. TRANSFERS (Continued)

the result of such filing. Employees transferring under the provisions of "B" may not request another transfer for at least Three (3) months from the effective date of the transfer.

## 20. PROMOTIONS

All promotions to positions in the bargaining unit shall be made in accordance with the City Charter and the Rules and Regulations of the Civil Service Commission and shall have the following applied with respect to the same.
A. Permanent full-time Employees shall be entitled to have 1-1/2 points for each year of continuous service up to a maximum total credit of $22-1 / 2$ points added to the examination score after attaining the prescribed minimum passing point. In the case of permanent part-time Employees, they shall be entitled to have $3 / 4$ point for each year of continuous service up to a maximum of 11$1 / 4$ points added to the examination score after attaining the prescribed minimum passing point. Points for continuous service for permanent full-time Employees will be computed at the rate of .125 point for each consecutive month of service completed on the date the eligible list is approved by the Civil Service Commission. Points for continuous service for permanent parttime Employees will be computed at half the rate cited above.
B. In competitive examinations which include departmental ratings, the departmental rating from 0 to 100 will count as $20 \%$ of the examination, but a score under 70 will not disqualify the candidate from continuing in the process.
C. Applicants scheduled to take the performance test for positions as equipment operators shall be provided reasonable familiarity up to four (4) hours with equipment to be used in examining. Performance tests shall be given within thirty (30) days of such familiarity training.
D. The tests for the classifications of Equipment Operator I, II, and III shall consist of a performance test and a departmental rating.
E. Where written tests are given, such tests will be given orally to candidates upon request.
F. Testing in a series beyond the entrance level shall, to the extent possible, consist of a combination of oral information tests and/or performance tests and departmental ratings and, where necessary, interviews.

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## 20. PROMOTIONS (Continued)

G. Employees in the classification of Clerk-Typist $I$ who have at least two years seniority in that classification and successfully complete a typing performance test and receive acceptable Departmental Ratings shall be promoted to the classification of Clerk-Typist II.
H. The City will endeavor to fill vacancies in the bargaining unit on a promotional basis provided, however, that the City, when it deems necessary, will fill vacancies from an open-competitive examination; but, when it does so, the following procedures shall apply:

1. Any Employee in the bargaining unit who meets the qualifications for the open-competitive examination may, after making the proper application, take the opencompetitive examination.
2. Should the Employee in the bargaining unit achieve an earned score (i.e., written test score and/or interview score and/or performance test score) among the top three earned passing scores, the bargaining unit Employee will be promoted to fill the vacancy.
3. In the event that 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 permanent full-time Employees in the classified service shall be entitled to have one (1) point for each completed year of continuous service up to a maximum total credit of fifteen (15) points added to the examination score after attaining the prescribed minimum passing grade.
I. It is understood that it is desirable and necessary that eligible lists be established within a reasonable time of the occurrence of vacancies; and accordingly, it is agreed that to the extent practically possible, promotional eligible lists for vacancies in the bargaining unit shall be established within six (6) months of the approval to fill said vacancies.
J. Employees who are promoted hereunder shall have the right to return to the position said employee held immediately prior to said promotion, provided the employee notifies the current and previous department heads by $5: 00 \mathrm{pm}$. of the tenth calendar day from the date of assuming said position or, at any time, if the previous position is vacant and still exists, without penalty or prejudice.

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## 21. STATUS FOR TEMPORARY ASSIGNMENTS

A. Effective December 1, 1986, in addition to the methods and procedures for obtaining regular status in a permanent classification set forth in the Civil Service Commission Rules of the City of Livonia, which are incorporated herein by reference, status may be obtained in a temporary assignment provided the employee has:

1. Passed a Civil Service examination for the classification to which the employee has been temporarily assigned and has been on an eligibility list for said classification; and
2. been appointed to a temporary position for which the eligibility list was established on which the Employee's name appears; and
3. been assigned for a period during the effective dates of the current eligible list for said classification at least as long as the probationary period for the permanent position and have their performance rated satisfactory by their superiors.
B. Temporary upgrades, as needed, shall not count toward obtaining status.
A temporary assignment is one that is required to be posted for a vacancy of 30 days or more. A temporary upgrade is less than 30 days. Temporary assignments of 30 days or less shall not count toward obtaining status. The assignments are not accumulative and cannot be tacked on to each other for the purpose of obtaining status. Temporary assignments, for the purpose of status, must at least equal the probationary period for the permanent position.

## 22. 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 his length of service with the City to determine his 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 his 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 (4) years unless extended by the government and has been honorably discharged from the service and reports for work within ninety ( 90 ) days after his discharge. He shall be paid at the appropriate step and rate he would have had, had he continued in

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22. VETERANS (Continued)
the employ of the City, provided this provision shall not apply until his 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 his probationary period, and upon completing it will have seniority equal to the time he spent in the Armed Forces added to his total seniority, provided that he has been honorably discharged from the service and reports for work within ninety (90) days after his 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.

## 23. VETERAN'S LAW

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

## 24. 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 (2) 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 (2) weeks per occurrence should the Reserves or National Guard be called out by the Governor of the State of Michigan.

## 25. LEAVE OF ABSENCE

A. Leaves of absence without pay for reasonable periods not to exceed four (4) 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 twenty-four (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 26.5 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

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## 25. LEAVE OF ABSENCE (Continued)

Employee resign upon the expiration of the leave provided for under said Section 26.5 Leave of Absence, (a), (b) or (d), above. The Employee's return from the educational leave will be subject to the provisions of Section 17.6 Reinstatement of the Rules and Regulations of the Civil Service Commission, and, further, will require that the Employee notify his Department, in writing, no less than 30 days prior to the expiration of the leave of absence that he wishes to return to work.

## 26. LEAVE FOR UNION BUSINESS

A. The Union shall have for its use one hundred fifty (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, his 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.

## 27. SICK LEAVE

A. All permanent full-time Employees shall accumulate sick leave at the rate of one (1) working day 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 ten years of service, 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 and covered by the provisions of this contract as of January 19, 1977, may accumulate sick leave to a maximum of 225 days for payout purposes. The Employee will be reimbursed $60 \%$ of his pay rate at the time of such payment. Employees may continue to accumulate sick leave beyond the 225 day maximum; however, these days shall not be considered for payout purposes as specified herein.

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## 27. SICK LEAVE (Continued)

2. All persons who become employed by the City after January 19, 1977, and, who are 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 his 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.
3. Sick leave usage will be figured on a last in/first out basis.
B. Employees who do not use more than five (5) days of their sick leave during the preceding calendar year shall have an additional three (3) days added to his or her vacation for the following calendar year. Employees who do not use more than five (5) days of their sick leave during the preceding calendar year shall have one (1) additional sick leave day added to their sick leave bank on January 1.
C. An Employee who, while on vacation, becomes seriously ill or injured, for three (3) 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.

## 28. BEREAVEMENT LEAVE

A. An Employee shall be allowed up to ten (10) working days as bereavement leave days not to be deducted from sick leave in the event of death of the spouse, children or step-children. An Employee shall be allowed up to four (4) 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, Sister, Step-Mother, Step-Father, Sister-in-Law (married to Brother), Brother, Brother-in-Law (married to Sister), Grandparents of the Employee, Grandchildren, 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 (2) working days as bereavement leave in accordance with the foregoing provisions for death of Grandparents of the Employee's spouse.

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28. BEREAVEMENT LEAVE (Continued)
C. An Employee acting as pallbearer for a deceased City Employee shall be allowed up to eight ( 8 ) 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 (8) hours bereavement leave per calendar year for the death of a close personal friend(s).

## 29. PREGNANCY LEAVE

In order to protect the health and welfare of Employees and the interest of the City, a regular Employee who becomes pregnant will be granted a leave of absence when her physician states she should no longer work and will return to work as recommended by her physician. The Employee must also be examined by the City Physician before returning to work. Employees may use earned sick leave and vacation time for pregnancy.

## 30. LONGEVITY PAY

A. In recognition of the years of service with the City, Employees shall receive longevity pay as follows during the period from 12-1-95 through $11-30-98$ with longevity payments to be made in December of 1996, December of 1997, and December of 1998.

1. Upon completion of five (5) years of service and not more than seven (7) years of service, an Employee shall receive two hundred sixty dollars ( $\$ 260.00$ ); such pay to commence and accrue from the payroll period in which the Employee's 5th anniversary date occurs. Longevity pay which commences upon completion of seven (7) 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 (7) years of service and not more than fourteen (14) years of service, an Employee shall receive six hundred fifty dollars ( $\$ 650.00$ ); such pay to commence and accrue from the payroll period in which the Employee's 7th anniversary date occurs.
3. Upon completion of fourteen (14) years of service and not more than twenty-one (21) years of service, an Employee shall receive an additional six hundred fifty dollars $(\$ 650.00)$; such pay to commence and accrue from the payroll period within which his $14 t h$ anniversary date occurs.

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## 30. LONGEVITY PAY (Continued)

4. Upon completion of twenty-one (21) years of service, an Employee shall receive an additional six hundred fifty dollars ( $\$ 650.00$ ); such pay to commence and accrue from the payroll period within which his 21 st anniversary date occurs.
B. Based on Section $A$, the longevity payments during the term of this Agreement are as follows:

| Years of Service | Maximum Annual Longevity Payments |
| :---: | :---: |
| $5-7$ | $\$ 260.00$ |
| $7-14$ | $\$ 650.00$ |
| $14-21$ | $\$ 1300.00$ |
| 21 or over | $\$ 1950.00$ |

C. Payment for longevity shall be made once a year in December, prior to December loth. 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 7 th, 14 th, or $2 l s t$ 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.

## 31. WORKING HOURS

A. The regular and normal workweek shall consist of a five-day, 40hour week, extending from Monday through Friday inclusive, with a maximum of eight ( 8 ) 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 (8) 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 (6) 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.

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## 31. WORKING HOURS (Continued)

C. For the purpose of defining shift differential only, the first shift is any shift that regularly starts on or after 4:00 a.m. but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m. but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m. but before 4:00 a.m. Employees shall be eligible for the shift differential provided herein if they are assigned to a shift for at least one (1) workday. 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 (2) 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 Three 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.
D. 1. Shift Differential Pay: Effective December 1, 1986, Employees who work on the second shift shall receive, in addition to their regular pay for the pay period, forty-five $(\$ .45)$ cents per hour additional compensation.

Employees who work on the third shift shall receive, in addition to their regular pay for the pay period, fifty $(\$ .50)$ cents per hour additional compensation.
2. These provisions for shift differential pay shall not apply to those in the Custodian classification hired on or after December 1, 1985.
3. Employees working the second or third shift, as a result of an overtime assignment, and who are not normally assigned to said shift, shall not receive the shift differential provided herein. Employees assigned to the second and third shift shall continue to receive shift differential for assigned shift for all hours worked overtime as a continuation of said shift.
4. 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.
E. 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.

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## 31. WORKING HOURS (Continued)

F. 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.
G. During holiday weeks, the established work schedules for Zamboni operators shall not be changed. These operators shall receive the appropriate rate of pay in accordance with Article 32 overtime if they work on a designated holiday. It is understood that when the ice rinks are closed on a holiday, the Employee shall have the day off with pay in accordance with Article 33 Holiday Provisions.

## 32. OVERTIME

A. It is hereby understood that the City of Livonia will continue to follow the policy set forth in the Livonia Civil Service Commission letter of January 12, 1973, whereby Employees assigned to the regular shift who do not work the full eight (8) hours of the shift because of tardiness or 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 the sixth day of work; 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. Double time will be paid to all Employees of the bargaining unit for all hours worked on the seventh day of work, or on Sunday if Sunday is the sixth or seventh day of work.
D. When an Employee is called in to work on a Sunday or Holiday and continues working into a workday which would normally be compensated at time-and-one-half, that Employee will receive double time for all hours worked.

However, should that Employee continue working into a normal workday, the rate will be adjusted to straight time for all hours worked during the regular workday. Provisions in paragraph $E$ shall not be affected by this paragraph.

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## 32. OVERTIME (Continued)

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 sixteen (16) or more hours within a continuous twenty-four (24) hour period commencing with the starting time of the Employee's shift will, whenever possible, be released for an eight ( 8 ) hour period before he is required to report to work for his next normal workday. If, however, the city is unable to release such Employee, he shall continue to receive two (2) times the normal straight-time rate for all hours worked in excess of sixteen (16) hours until he is released from work for eight (8) hours. If all or any part of such eight (8) hour period coincides with the Employee's next normal workday, he shall suffer no loss of his straight-time pay he would ordinarily earn during such period. If, in the judgment of the City, the employees cannot be gainfully employed during the portion of his normal workday remaining after the expiration of such eight (8) hour period, such Employees may be excused from work for the remainder of his normal shift without loss of his 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. When overtime is required such that Employees work twelve (12) continuous hours or more, they shall be paid for their 30 -minute lunch period at the applicable overtime rate.
I. a. Employees declining call-in overtime requests within their own section will be charged for said refusals.
b. Employees will be charged for all overtime refusal except:
i. Employees on duty not notified of scheduled overtime four (4) hours in advance of the beginning of the overtime assignment.
ii. Employees declining overtime assignments for activities outside of the employee's section, unless the employee has signed a posting for overtime opportunities.

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## 32. OVERTIME (Continued)

J. 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, he will be charged double.
K. Overtime payments as provided for herein, shall be based on the normal workweek as defined in Article 31, as long as the name of the Employee appears on the payroll.
L. An Employee called back to work between two workdays and subsequently released, will be released for a six (6) hour period before being required to report for his next regular workday. If such release time coincides with the Employee's next normal workday, he shall suffer no loss of his straight-time pay he would ordinarily earn during such period. An Employee shall not normally be required to report back for less than two (2) hours.
M. Repairs to fire hydrants, for which the City is reimbursed by a third party, will be scheduled on overtime unless an emergency condition exists requiring that repairs be completed during normal working hours. Relocation of hydrants, for which the City is paid by a third party, will be scheduled on overtime.
N. For purposes of equalization, overtime records will be kept on an annual basis. As of January 1 of each year, overtime will be started at zero for each employee.
O. Equalization of overtime in all sections of the DPW will be kept on a weekly basis.

## 33. HOLIDAY PROVISIONS

A. The paid holidays are designated as New Year's Day, President's Day, Memorial Day (last Monday in May), Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas, Good Friday, New Year's Eve, National and City Elections (National Election refers to the General Election for the President of the United States; City Election refers to the regular City Election for the Mayor or the City Council of the City of Livonia). If Christmas or New Year's Day falls on a Sunday, Christmas Eve or New Year's Eve will fall on Friday; if either day falls on Saturday, Christmas Eve or New Year's Eve will fall on Thursday.
B. Employees will be paid their current rate based on an eight (8) hour day for said holidays.
C. Holidays that occur within the period of an Employee's vacation or sick leave shall not be construed as workdays in computing sick leave.

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## 33. HOLIDAY PROVISIONS (Continued)

D. Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday will be considered as the holiday.

## 34. CALL-IN PAY

A. In the event an Employee in the bargaining unit is called to work after the regular eight (8) hours, he shall be paid for four (4) 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 the seventh day, he shall be paid four (4) hours call-in pay or double time for all hours worked, whichever is greater. Such payment shall begin from the time the Employee is called, it being understood that this provision will not be abused. 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 his classification. This section shall apply to regular full-time as well as temporary Employees in the bargaining unit.
B. Employees who are not residents of the City of Livonia shall have payment start from the time they punch in and not from the time called. The effective date of this provision will be the date of any waiver or extension of waiver granted by the Commission after December 1, 1983.

## 35. VACATIONS

A. An Employee shall earn credit toward annual vacation with pay in accordance with the following schedules during the term of this Agreement:

Years of Service

| $1-5$ | 10 working days |
| :--- | :--- |
| $5-10$ | 15 working days |
| $10-20$ | 20 working days |
| $20-25$ | 22 working days |
| 25 or more | 23 working days |

25 or more

## Days of Annual Vacation

10 working days
15 working days
20 working days
22 working days
23 working days
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

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## 35. VACATION (Continued)

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. Employees may accumulate their vacation not to exceed thirty working days. Vacation time accrued in excess of thirty (30) days will be deemed lost provided, however, that bonus vacation days earned by an Employee for not taking more than five (5) sick leave days in a year and vacation days earned on June 1 or later of each calendar year by virtue of years of service shall not be deemed lost.
E. Employees who are within three (3) years of retirement (except deferred retirement) and who declare their intention to retire in writing, will be permitted to accrue vacation days in excess of the maximum of thirty (30) days. These additional vacation credits plus the vacation accrual for the year during which the Employee retires, shall not exceed a maximum of fifty-one (51) eight (8) hour days at the time of retirement. An Employee may have the three (3) bonus vacation days earned in a calendar year by reason of using five (5) or less sick days added to this total. Bonus days paid at retirement may include the days earned in the calendar years prior to retirement as well as the year of retirement, if the Employee completes the calendar year in the year he retires. In no event shall the Employee receive a cash payout for more than fifty-seven (57) vacation days.

## 36. PAY ADVANCE

A. Vacation pay checks shall be available on the payday preceding vacation, if, at least seven (7) days prior to the same, written notice is given to the Payroll Department. Vacation checks shall be by separate check.
B. If an Employee is laid off or retires, he will receive all unused vacation credit including that accrued in the current calendar year. A recalled Employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation for the following year.

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## 36. PAY ADVANCE (Continued)

C. 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.

## 37. 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 his 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 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.

## 38. RATES EOR 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.

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## 39. TEMPORARY ASSIGNMENT AND PROMOTIONS

A. Temporary assignments for the purpose of filling a vacancy of Employees who are on vacation, absent because of illness, etc., shall be granted to the senior Employee of the department who meets the requirements for such jobs. All bargaining unit Employees required to perform work of a higher classification shall be paid the minimum rate of the higher classification or one step above his current rate, whichever is greater, for all hours worked in excess of one (1) hour.

## B. Temporary Promotions

1. Temporary promotions to positions created by seasonal demands shall be filled by Employees on an existing active eligibility list or, where no such list exists, by the senior qualified Employee in the next lower series: However, an eligible Employee shall not qualify for a seasonal temporary promotion outside of his own section if there exists a seasonal temporary promotion within his own section or, if he has waived his right to such a promotion within his own section. Seasonal temporary promotions shall only occur during the period April 1 - October 31. Employees exercising the opportunity for a seasonal promotion must remain in the position so promoted for the duration of the job or ninety (90) days, whichever is less, unless seeking promotion to a position with a higher rate of pay. Lateral moves shall not be allowed.
2. Where a temporary vacancy is caused by sick leave, vacation, leave of absence, or an unforeseen emergency, and such vacancy shall exist for not more than thirty (30) days, the temporary promotion shall be available only to an Employee currently in the section where the vacancy exists. All temporary vacancies for more than thirty (30) calendar days will be posted.
3. All other temporary non-seasonal promotions shall be filled by Employees on an existing active eligibility list or, where no such list exists, by the senior Employee who meets the requirements for the job in the next lower series or by seniority in the section. Such temporary promotion shall be limited to a period of six (6) months, except that the Employer and the Union may mutually agree to extend such promotion for an additional period.
All temporary non-seasonal vacancies for more than thirty (30) calendar days will be posted. Postings shall identify the specific opening and note that the Employee will not be permitted to make a lateral move for a period of ninety (90) days after accepting the promotion. The Employee may take a promotion at any time to a higher pay rate.

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## 39. TEMPORARY ASSIGNMENT AND PROMOTIONS (Continued)

C. An Employee on an eligibility list for, or who bids for, a temporary promotion and is notified that he/she is under consideration for said promotion shall notify the department head by 5:00 p.m. of the next working day following the Employee's said notification that the Employee will not accept the promotion. If said Employee fails to give such notification within said time limit and the Employee refuses the promotion, if offered, the said Employee will be barred from bidding for a temporary promotion for sixty (60) days.
D. The Union recognizes the right of the Employer to work an Employee below his classification within a series. However, no Employee shall be worked below his classification within his series at the same time another Employee is worked above his classification in the same series, in the same section. The City recognizes that an Employee should not be worked out of his classification within that series. In the event an Employee, because of an emergency or other circumstances, is required to work out of his classification in that series, the Union shall be advised, and due consideration shall be given to age, ability and health of the Employee. Notwithstanding the provisions of Article 11, Disciplinary Procedure, it is understood that no Employee shall be worked below his classification as a punitive measure.
E. For the purpose of this Article, the following will be regarded as Sections in the Department of Public Works:

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Water and Sewer
Roads, Forestry, Sign Shop, Animal Control
Parks and Golf Maintenance
Building Maintenance
Administrative
Fire Mechanic
Equipment Maintenance (Garage)
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40. 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 his regular pay.
B. Jury duty and duty while appearing on a subpoena will be considered as time worked.

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## 41. HOSPITALIZATION-MEDICAL COVERAGE

A. The Employer agrees to pay the full premium for hospitalizationmedical coverage for permanent full-time Employees, spouses, and dependent children under 19 years of age; the plan to be the Blue Cross/Blue Shield Preferred Plan, which includes MVF-1 Plan, Master Medical, Option 5, including the HCB rider and SOCT, a $\$ 150.00$ annual deductible for an individual plan and a $\$ 300.00$ annual deductible for a family plan, $\$ 5.00$ deductible Blue Cross/Blue Shield Preferred Rx Plan or an equivalent prescription drug plan. The prescription is to be filled by generic drug unless the physician directs the prescription to be "Dispensed As Written."
B. 1. Employees who retired before December 1, 1979, below the age of 65 may participate in the hospitalization-medical programs above at reduced group rates, the entire costs of which will be borne by said retirees.
2. Employees who retire on or after December 1, 1979 and before December 1, 1989, below the age of 65 , shall be eligible to participate in the hospitalization-medical programs; the plan to be the Blue Cross/Blue Shield, MVF-1 Plan, Master Medical, Option $1, \$ 2.00$ deductible drug prescription program. This coverage shall include the retiree, spouse and dependent children under 19 years of age.
3. Employees who retire on or after December 1, 1989, below the age of 65 , shall be eligible to participate in the hospitalization-medical programs; defined as the Blue Cross/Blue Shield Preferred Plan, which includes MVF-1 Plan, Master Medical, Option 5, including a $\$ 150.00$ annual deductible for an individual plan and a $\$ 300.00$ deductible for a family plan, $\$ 3.00$ deductible drug prescription rider. The prescription is to be filled by generic drug unless the physician directs the prescription to be "Dispensed As Written." This coverage shall include the retiree, spouse, and dependent children under 19 years of age.
4. Employees who retire on or after December 1, 1993, below the age of 65, shall be eligible to participate in the Hospitalization-medical programs; defined as the Blue Cross/Blue Shield Preferred Plan, which includes MVF-1 Plan, Master Medical, Option 5, including a $\$ 150.00$ annual deductible for an individual plan and a $\$ 300.00$ deductible for a family plan, $\$ 5.00$ deductible drug prescription rider. The prescription is to be filled by generic drug unless the physician directs the prescription to be "Dispensed As Written." This coverage shall include the retiree, spouse, and dependent children under 19 years of age.

## 41. HOSPITALIZATION-MEDICAL COVERAGE (Continued)

5. Employees who retire on or after December 1, 1996, below the age of 65 , shall be eligible to participate in the hospitalization-medical programs; defined as the Blue Cross/Blue shield Preferred Plan, which includes MVF-1 Plan, Master Medical, Option 5, including the HCB rider and SOCT, a $\$ 150.00$ annual deductible for an individual plan and a $\$ 300.00$ deductible for a family plan, $\$ 5.00$ deductible Blue Cross/Blue Shield Preferred Rx Plan or an equivalent prescription drug plan. The prescription is to be filled by generic drug unless the physician directs the prescription to be "Dispensed As Written". This coverage shall include the retiree, spouse, and dependent children under 19 years of age.
6. The entire cost of the programs described under B.2., B.3., and B.4. and B.5. of this paragraph for permanent full-time Employees shall be borne by the City.
7. When a retiree reaches age 65 hospitalization-medical coverage described in Paragraph F. shall become effective. In the event of the death of the retiree the coverage described under B.2., B.3., B.4. and B.5. shall continue for the surviving spouse until age 65, at which time coverage in Paragraph F. shall become effective if the surviving spouse is eligible for retirement benefits under Option (A) or (B) of the Retirement Plan Ordinance.
8. Employees who retire during the term of this Agreement shall retire with the health insurance plan in effect at the time of their retirement.
C. 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 of the City of Livonia Code of Ordinances).
D. Employees participating in authorized HMO's may remain with the company of their selection. After December 1, 1983, Employees and new hires selecting an HMO with rates higher than those paid by the City for Blue Cross/Blue Shield coverage will pay the difference between the rates on a monthly basis. If an Employee accepts the option of a provided HMO, it will be deemed that the City has fulfilled its obligations under this Section and Paragraphs $A, B$ and $C$ herein for hospitalization-medical coverage and the specific benefits therein provided. Once an Employee has selected an offered hospitalization-medical coverage option, no change can be made until the next reopening date. Employees hired on or after December 1, 1994, will have the choice of only

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## 41. HOSPITALIZATION-MEDICAL COVERAGE (Continued)

one (1) HMO to be selected by the City.
E. 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.
F. 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 the Retirement Plan Ordinance.
G. 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 hospitalization-medical 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 as payment in lieu of the hospitalizationmedical 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 his/ her eligibility for the alternate coverage. If the Employee returns to the City's coverage under the conditions just stated, the Employee shall pay back pro rata the said $\$ 1,000$ payment provided herein. The $\$ 1,000$ will be paid for each enrollment year that the Employee elects to opt out under this provision.
H. There shall be no duplicate hospitalization-medical insurance 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 hospitalization-medical insurance policy or plan as a spouse or dependent under the age of nineteen (19), the spouses and eligible dependents under the age of nineteen (19) of that family shall be covered by only one City provided hospitaliza-tion-medical insurance policy or plan carried by one spouse or the other. In such cases, the City shall not be obligated to provide more than one hospitalization-medical policy or plan.
I. The City may fulfill its obligations under this Article for providing hospitalization-medical coverage by adopting a selfinsurance 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.

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## 41. HOSPITALIZATION-MEDICAL COVERAGE (Continued)

J. Employees hired on or afterि December 1, 1994, shall contribute toward the cost of said Blue Cross/Blue Shield Preferred Plan as described in this Article or to an HMO if selected in lieu of the provided Blue Cross/Blue Shield Preferred Plan, in the following amounts:

| Family Plan | $\$ 40.00$ per month |
| :--- | :--- |
| Two-Person Plan | $\$ 35.00$ per month |
| Single Subscriber | $\$ 30.00$ per month |

## 42. 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 (2) 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 having the amounts shown below apply once every two years to the provider of the Employee's choice 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.

$$
\begin{array}{lll}
12 / 1 / 98 & 12 / 1 / 99 & 12 / 1 / 00 \\
\$ 100.00 & \$ 100.00 & \$ 100.00
\end{array}
$$

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.
B. For an Employee who requires safety glasses, the City will provide once every two (2) 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,

## 42. OPTICAL - DENTAL (Continued)

the City will provide once every two (2) years, one pair of nontinted 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 (2) years a pair of prescription plastic safety eyeglasses, if said Employee works on a job requiring safety glasses at least $50 \%$ annually of his/her time upon approval of the Department Head.
C. The Employer will provide a dental reimbursement program for permanent full-time Employees, spouses, and dependent children under 19 years of age as follows:

1. For the contract year beginning December 1, 1998, Employees may be reimbursed for dental expenses incurred for themselves and family up to five hundred fifty dollars ( $\$ 550.00$ ) for the year subject to submission of proof of billing and proof of payment for such expense.
2. Any unused portion of an Employee's annual reimbursement allowance shall accumulate for utilization during the term of this Agreement, meaning that a total of $\$ 1,650.00$ is available to be used at any time during the period December 1,1998 through November 30, 2001. In addition, the unused portion of the reimbursement provided for in the period December 1, 1997 through November 30, 1998 may be used in the first year of the contract, December 1, 1998 though November 30, 1999.
a. Effective December 1, 1996, 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 $\$ 1,000.00$ per family, limited to the employee and spouse and dependents until the end of the year said dependents reach age 19.
3. 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 thirty ( 30 ) days after the fiscal year end.
b. Reimbursements shall be made by the Employer within thirty (30) days following the request for

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$$

## 42. OPTICAL - DENTAL (Continued)

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 his or her 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.
4. 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.
5. 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.
6. Permanent part-time Employees shall be reimbursed under this program. They shall be reimbursed at one-half the rate full-time Employees receive.

## 43. LIFE INSURANCE COVERAGE

A. The Employer agrees to pay the full costs of the premium for each full-time permanent 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 according to the following schedule:

Agreement between the City of Livonia and Union Local 192 December 1, 1998 - November 30, 2001

## 43. LIEE INSURANCE COVERAGE (Continued)

Maximum-Base Salary Rate

| $\$ 22,001-\$ 24,000$ | $\$ 24,000$ |
| :--- | ---: |
| $\$ 24,001-\$ 26,000$ | $\$ 26,000$ |
| $\$ 26,001-\$ 28,000$ | $\$ 28,000$ |
| $\$ 28,001-\$ 30,000$ | $\$ 30,000$ |
| $\$ 30,001-\$ 32,000$ | $\$ 32,000$ |
| $\$ 32,001-\$ 34,000$ | $\$ 36,000$ |
| $\$ 34,001-\$ 36,000$ | $\$ 40,000$ |
| $\$ 36,001-\$ 38,000$ | $\$ 42,000$ |
| $\$ 38,001-\$ 40,000$ | $\$ 44,000$ |
| $\$ 40,001-\$ 42,000$ | $\$ 46,000$ |
| $\$ 42,001-\$ 44,000$ | $\$ 48,000$ |
| $\$ 48,001-\$ 46,000$ | $\$ 52,000$ |
| $\$ 48,001-\$ 48,000$ | $\$ 201-\$ 50,000$ |

2. Effective December 1, 1998, retirees who retire on or after that date shall receive Life Insurance in the amount of five thousand dollars $(\$ 5,000.00)$.
3. The Employer agrees to provide one hundred fifty dollars ( $\$ 150.00$ ) per week to a maximum of forty-five (45) weeks coverage for sickness and accident insurance. Effective the date of ratification, the Employer agrees to provide two hundred dollars ( $\$ 200.00$ ) per week to a maximum of fortyfive (45) weeks coverage for sickness and accident insurance. This sickness and accident insurance coverage shall begin only after the Employee has exhausted all of his/her sick leave benefits and provided, further, that:
(a) If the Employee had eighteen (18) or more sick leave days to exhaust, then the benefits herein provided

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## 43. LIEE INSURANCE COVERAGE (Continued)

shall begin immediately upon the exhaustion of all the Employee's sick leave days.
(b) If the Employee had less than eighteen (18) sick leave days to exhaust, then the benefits hereunder shall not apply until after a fourteen (14) calendar day waiting period following the exhaustion of all sick leave benefits.
B. If a permanent 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.

## 44. PERSONAL BUSINESS

Personal business, not to exceed two (2) days in any calendar year, shall be allowed Employees without loss of pay or deduction from sick leave. Said personal business shall be taken in increments of at least two (2) hours.

## 45. 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, in addition to his Workers' Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Worker's Compensation and $85 \%$ of his 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 he would receive if he were not on Workers' Compensation.
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 Citydesignated doctor treating the injury. This in no way negates the Employee's right to treat with a physician of his 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 his sick leave bank.

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## 46. PENSIONS

## I. 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 46.II. 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:

1. Retirees who retire on or after December 1, 1983 through November 30 , 1986 , shall receive a cost of living allowance according to the following schedule with all such payments to be made through November 30, 2001.

1 year after retirement, an additional $\$ 20.00$ per month
2 years after retirement, an additional $\$ 20.00$ per month, for a total of $\$ 40.00$ per month

3 years after retirement, an additional $\$ 20.00$ per month, for a total of $\$ 60.00$ per month

4 years after retirement, an additional $\$ 20.00$ per month, for a total of $\$ 80.00$ per month
2. Retirees who retire on or after December 1, 1986 shall receive a cost of living allowance according to the following schedule with all payments to be made through November 30, 2001.

1 year after retirement, an additional $\$ 20.00$ per month 2 years after retirement, an additional $\$ 20.00$ per month, for a total of $\$ 40.00$ per month

3 years after retirement, an additional $\$ 20.00$ per month, for a total of $\$ 60.00$ per month

4 years after retirement, an additional $\$ 20.00$ per month, for a total of $\$ 80.00$ per month

5 years after retirement, an additional $\$ 20.00$ per month, for a total of $\$ 100.00$ per month

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## 46. PENSIONS (Continued)

6 years after retirement, an additional $\$ 20.00$ per month, for a total of $\$ 120.00$ per month
B. If an Employee becomes ill or disabled and is unable to perform the work of his 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.
C. When the sum of an employee's years of age and years of service equals 85 , the employee is eligible to retire with full pension benefits.
D. Employees who are 55 years of age with 30 years of service are entitled to retire with full pension benefits. Effective the date of ratification, Employees who are age fifty-five (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. Effective the date of ratification, employees who have thirty (30) years of service with the City may retire at full pension benefits as provided in the City Pension Ordinance.
E. Effective December 1, 1989, an eligible employee's annuity factor, prior to age sixty-five (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 thirty (30) years of service, to a maximum ("cap") of seventy-five percent $(75 \%)$ of final average compensation.
E. For employees retiring prior to December 1, 1996, an eligible employee's annuity factor, at age sixty-five (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 2.258 for the first 30 years of service and 18 for each additional year of service thereafter.
G. For employees retiring December 1,1996 or thereafter, there shall be no benefit reduction at full Social Security age.
H. Effective January 1, 1990, 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

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## 46. PENSIONS (Continued)

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
I. Members of Local 192 shall contribute $3.1 \%$, which contribution shall be made to the retirement system.
J. Military Buy-Back:
4. Effective December 1, 1981, employees shall be afforded the opportunity to increase membership service in the Retirement System up to a maximum of three (3) years 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.
5. 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.
6. 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.
K. Permanent part-time Employees may vest in the retirement plan after ten (10) calendar years, it being understood that retirement benefits for permanent part-time Employees will be proportional based upon actual years worked.
L. 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.
M. Re-employment: Effective December 1, 1979, in the event a person is re-employed by the City in a Civil Service position, he/she shall become a member of the Retirement System and said Employee shall be eligible for restoration of prior service credit only after he/she has been re-employed for at least five (5) years, and makes the necessary payments to the Retirement System to restore prior service credit. Effective March 17, 1997, in the event a person is re-employed by the City in a Civil Service

## 46. PENSIONS (Continued)

position and had previously withdrawn all of his/her accrued benefits from the Retirement System, he/she shall become a member of the Defined Contribution Plan as detailed in Article 46II., below.
N. Annuity Withdrawal: Any person retiring for any reason after November 30, 1983, may elect prior to his effective date of retirement, but not thereafter, to be paid his/her accumulated contributions standing to his 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.

## O. Non-Duty Disability Percentages

Non-Duty Disability Retirement: Effective December 1, 1983, 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:

Actual Years Maximum Years Maximum Pension Payout
of Service
Applicable
Rate Allowed

| $10-15$ | 20 | $50.00 \%$ |
| :--- | :--- | :--- |
| $16-20$ | 25 | $62.50 \%$ |
| Over 20 | $30-$ or | $75.00 \%$ |

Over 20
actual service,
if greater
This provision shall only apply to disabilities resulting from events occurring on or after December 1, 1983.
P. 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.
Q. 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 (8) hour day for each day absent. The Employee shall have deducted from his or her salary supplement an amount equal to the amount which would be deducted as a pension contribution if the Employee had worked the regular workday.
R. The parties agree that pensions will not be the subject of bargaining through November 30, 2004, as the parties have agreed to be bound by the terms as to pensions set forth herein through November 30, 2004, pursuant to the attached Letter of Understanding.

Agreement between the City of
Livonia and Union Local 192
December 1, 1998 - November 30, 2001
46. PENSIONS (Continued)
II. 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 46.I. above and the City Retirement Ordinance, as amended by the City.
A. 1. Employees hired prior to March 17, 1997, at the employees' sole option may make a one-time irrevocable election to participate in a defined contribution plan rather than the defined benefit pension plan, with the City contributing an amount equal to 12 \% of the employees wages to said plan and the employee contributing an amount equal to $3.1 \%$ of the employee's wages. The employee shall have a six (6) month window period beginning on the date the plan is announced to elect to participate in said defined contribution plan.
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 as of the effective date of the employee's disabilityrelated separation from service. 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

Agreement between the City of
Livonia and Union Local 192
December 1, 1998 - November 30, 2001

## 46. PENSIONS (Continued)

retirement benefits provided for in the defined benefit plan.
B. 1. For employees hired after March 17, 1997, the pensions provided for employees following their six (6) 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 (4) years of employment. The employee is permitted to contribute additional amounts up to the maximum allowed by law.
2. The health care benefit paid for employees hired after March 17, 1997, upon retirement, shall be as follows:

For employees retiring with ten 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.

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.

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.

For employees retiring after 25 years of service and who are at least 55 years of age, or if the employee meets the requirements set forth in Article 46.I.D., the City will pay 1008 of the payments toward premiums.
C. Employees hired prior to March 17, 1997, electing to participate in the defined contribution plan shall have the actuarially-determined present value of accrued benefits for the defined benefit plan transferred over into the defined contribution plan, and shall be immediately vested.
D. The term "wages" as used in Article 46.II.A and B above, shall include base wages plus longevity payments, shift differential, and any payment for accumulated vacation.
E. If an Employee becomes ill or disabled and is unable to perform the work of his 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

## 46. PENSIONS (Continued)

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.
E. Effective March 17, 1997, 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

## 46. PENSIONS (Continued)

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.
G. The parties agree that pensions will not be the subject of bargaining through November 30, 2004, as the parties have agreed to be bound by the terms as to pensions set forth herein through November 30, 2004, pursuant to the attached Letter of Understanding.

## 47. UNIFQRMS

The following provisions for uniforms are either for the purpose of providing identification of Employees where there is extensive contact with the public, or for the purpose of providing uniforms where job assignments entail excessive soilage and/or wear and tear.
A. Employees in the following classifications shall be provided with five (5) complete uniform (pant and shirt) changes per week from a uniform rental program. In addition, one (1) jacket or one complete set, coat, hood, and pant, of brown duck 1008 cotton preshrunk outer shell, wind resistant, foul weather garments, shall be purchased each calendar year, but only if the old garment(s) are in need of replacement:

Animal Control Officer
Custodian (no jacket)
Engineering Assistant
Engineering Trainee
Inspectors (Building, Electrical, Environmental Control Officer, Code Enforcement Officer, Heating and Plumbing)
Safety Representative
Service Representative

Agreement between the City of
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## 47. UNIEORMS (Continued)

> Sign Maintenance Workers
> Storekeeper
> Storekeeper Clerk
> Water Meter Repairer I
B. Employees in the following classifications shall be provided with five (5) complete uniform (pant and shirt) changes per week from a uniform rental program. In addition, one complete set, coat, hood and pant, of brown duck, $100 \%$ cotton preshrunk outer shell, wind resistant, foul weather garments shall be purchased each calendar year:

Equipment Operators
Laborers
Road Maintenance Workers
C. Employees in the following classifications shall be provided with six (6) complete uniform (pant and shirt) changes per week from a uniform rental program. In addition, one (1) complete set, coat, hood, and pant, of brown duck $100 \%$ cotton preshrunk outer shell, wind resistant foul weather garments shall be purchased each calendar year:

Building Mechanics
Equipment Mechanics
Equipment Servicers
D. Employees in the following classifications shall be provided with six (6) complete uniform (pant and shirt) changes per week from a uniform rental program. In addition, two (2) complete sets, coat, hood, and pant, of brown duck 1008 cotton preshrunk outer shell, wind resistant foul weather garments shall be purchased each calendar year:

Construction Workers
Sewer Maintenance Workers
Water Meter Repairer II and III
E. Employees in the following classifications shall be provided with seven (7) complete uniform (pant and shirt) changes per week from a uniform rental program. In addition, two (2) complete sets, coat, hood, and pant, of brown duck 1008 cotton preshrunk outer shell, wind resistant foul weather garments shall be purchased each calendar year:

Water Operations Mechanics
E. Employees of the Parks, Golf Course and Forestry Sections of the Public Service Division shall be provided with uniforms in

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47. UNIFORMS (Continued)
accordance with previously established policy. This uniform policy requires that the following articles be purchased annually for each Employee:

1. Parks and Golf Course Sections:
(a) 8 pairs of blue denim slacks;
(b) 5 dark blue long sleeve work shirts;
(c) One (1) complete set, coat, hood, and pant, of brown duck 100\% cotton, preshrunk outer shell, wind resistant foul weather garment to be purchased each calendar year.
2. Forestry Section: (Laborers and Equipment Operators)
(a) 8 pairs of blue denim slacks;
(b) 5 blue long sleeve work shirts;
(c) 1 Eisenhower, blue denim unlined jacket;
(d) 1 complete set (coat, hood and pant) of brown duck, 1008 cotton preshrunk outer shell, wind resistant foul weather garments.
3. Forestry Section: (Tree Trimmers and Tree Artisans)
(a) 10 pairs of blue denim slacks;
(b) 5 dark blue long sleeve shirts*;
(c) 2 Eisenhower blue denim unlined jackets;
(d) 1 complete set (coat, hood and pant) of brown duck 100\% cotton, preshrunk outer shell, wind resistant foul weather garments.

* Eor the safety of Eorestry personnel, these work shirts will not have any polyester content since these Employees do work near electric service lines.

4. The City may, at its option, fulfill the requirement of this Article by utilizing a voucher system as it has in the past.
G. All clothing provided shall be selected solely by the Employer. It is recognized by the City and the Union that Employees will adhere to the above uniform policy, provided, however, variations

Agreement between the City of
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47. UNIEORMS (Continued)
shall be permitted depending on the circumstances and provided further that the City shall not be obligated to provide any other clothing that is not specified above.
H. It is understood that the pant and shirt quantities specified above reasonably reflect the comparative needs of different Employees; however, due to the variations in rental programs offered by suppliers, it may be possible, where the Union and the City agree, to satisfy the needs of any two groupings of Employees listed above by placing them all on the same identical rental program.
I. Employees provided uniforms through a uniform rental shall wear the uniforms so supplied. If for any reason an Employee does not wear the uniforms supplied, he may be removed from the rental program.

## 48. EQUIPMENT ASSIGNMENT

The following procedure shall apply to the assignment of equipment in the Public Service Division of the Department of Public Works:
A. When a piece of equipment becomes available for assignment, a notice will be posted in detail, five (5) working days prior to a meeting with Employees for the purpose of assigning this equipment and other affected equipment in accordance with seniority and the wishes of Employees.
B. Temporary assignment of equipment, however, shall be subject to the City's right to temporarily assign Employees in any given classification to any piece of equipment where the operational needs of the department require such assignment, as long as reasonable consideration is given to Employees who are normally assigned to such equipment.
C. To the extent possible, equipment shall be specifically assigned to an Employee. Multiple assignments shall be subject to agreement between the Union and the Employer.
D. When the City replaces an assigned piece of equipment, the Employee assigned to the vehicle being replaced shall be assigned to the replacement vehicle, provided the new vehicle is operated by Employees in the same classification level.

## 49. 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.
50. RATE ADJUSTMENTS

Effective December 1, 1998 and for the life of this contract, the wage rates will be as set forth in the attached Schedule I as provided herein.
A. Employees assigned to meter reading functions shall receive $\$ 5.00$ a day car allowance when a personal car is used. Such payment shall only be for days worked as meter readers.
B. Mileage allowance for the use of a personally-owned automobile in the conduct of City business shall be at the rate of not less than $\$ 0.23$ per mile for such travel.
C. The following Wage Rate Schedule represents:

1. Three percent (3\%) wage increase effective December 1, 1998.
2. Three percent (3\%) wage increase effective December 1, 1999.
3. Three percent (3\%) wage increase effective December 1, 2000.





1998.2001 RATE SCHEDULE

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| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  | $\begin{aligned} & 8 \text { OB O O } \\ & \text { N. } \\ & \text { Ni O } \\ & 0 \\ & 0 \\ & \hline \end{aligned}$ | $\circ$ $\stackrel{\circ}{+}$ $\stackrel{-}{-}$ - |  |
|  |  |  |  |  |  | $\begin{aligned} & \text { No } \\ & \stackrel{\circ}{+} \\ & \vdots \end{aligned}$ |  | $\begin{aligned} & \mathrm{O} \\ & \underset{\sim}{\circ} \end{aligned}$ |  |
| -ㅇ |  | $\begin{aligned} & \frac{y}{3} \\ & \underset{y}{z} \\ & \underset{y}{2} \end{aligned}$ | 숭웅ㅇㅇ <br>  <br>  <br>  |  |  |  |  | $\begin{aligned} & 0 \\ & 0 \\ & \text { o. } \\ & 0 \\ & 0 \\ & \text { in } \end{aligned}$ |  |
|  |  |  |  |  |  |  |  | $\begin{aligned} & 0 \\ & \stackrel{0}{0} \\ & 0 \\ & \stackrel{0}{6} \end{aligned}$ |  |
|  |  |  |  |  |  |  |  | $\begin{gathered} \underset{\sim}{N} \end{gathered}$ |  |
| $\stackrel{\rightharpoonup}{\mathrm{c}}$ |  | $\begin{aligned} & 4 \\ & \frac{y}{3} \\ & z \\ & z \\ & y \end{aligned}$ |  |  |  | $\begin{aligned} & \text { O} \\ & 0.0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & \hline N \\ & \hline \end{aligned}$ |  | $\begin{aligned} & \circ \\ & 0 \\ & 0 \\ & 0 \\ & \text { लें } \end{aligned}$ |  |
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AFSCME－LOCAL 192

CUSTODIAN
（ON OR AFTER 12／1／85）
CUSTODIAN
$(3 / 19 / 80 \cdot 11 / 30 / 85)$
CUSTODIAN
（BEFORE $3 / 19 / 80$ ）
DATA PROCESSOR

| CLASSIFICATION |  | 3\% |  |  | 3\% |  |  | 3\% |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | 1998-1999 |  |  | 1999-2000 |  |  | 2000-2001 |  |  |
|  |  | HOURLY | BIWEEKLY A | ANNUAL | HOURLY | BIWEEKLY A | ANNUAL | HOURLY | BIWEEKLY A | ANNUAL |
| ELECTIONS SYSTEMS | STEP 1 | 14.36 | 1,148.80 | 29,868.80 | 14.79 | 1,183.20 | 30,763.20 | 15.23 | 1,218.40 | $31,678.40$ |
| OPERATOR | STEP 1.5 | 14.58 | 1,166.40 | 30,326.40 | 15.02 | 1,201.60 | 31,241.60 | 15.47 | 1.237 .60 | 32,177.60 |
|  | STEP 2 | 14.87 | 1,189.60 | 30,929.60 | 15.32 | 1,225.60 | 31,865.60 | 15.78 | 1,262.40 | 32,822.40 |
|  | STEP 3 | 15.39 | 1,231.20 | 32.011 .20 | 15.85 | 1,268.00 | 32,968.00 | 16.33 | 1,306.40 | 33,966.40 |
|  | STEP 4 | 15.95 | 1,276.00 | 33.176 .00 | 16.43 | 1,314.40 | $34,174.40$ | 16.92 | 1.353.60 | 35,193.60 |
| ELECTIONS RECORD CLERK | STEP 1 | 15.55 | 1.244 .00 | 32.344 .00 | 16.02 | 1,281.60 | 33,321.60 | 16.50 | 1,320.00 | 34,320.00 |
|  | STEP 1.5 | 15.81 | 1.264 .80 | 32,884.80 | 16.28 | 1,302.40 | 33,862.40 | 16.77 | 1.341 .60 | 34,881.60 |
|  | STEP 2 | 16.10 | 1.288 .00 | 33.488 .00 | 16.58 | 1,326.40 | 34.486 .40 | 17.08 | 1,366.40 | 35,526.40 |
|  | STEP 3 | 16.70 | 1,336.00 | 34,736.00 | 17.20 | 1,376.00 | 35,776.00 | 17.72 | 1.417 .60 | 36,857.60 |
|  | STEP 4 | 17.31 | 1,384.80 | 36,004.80 | 17.83 | 1,426.40 | $37,086.40$ | 18.36 | 1,468.80 | 38.188 .80 |
| ELECTRICAL INSPECTOR | STEP 1 | 19.59 | 1,567.20 | 40,747.20 | 20.18 | 1,614.40 | 41,974.40 | 20.79 | 1,663.20 | 43.243 .20 |
|  | STEP 1.5 | 19.95 | 1,596.00 | 41.496 .00 | 20.55 | 1,644.00 | 42,744.00 | 21.17 | 1.693 .60 | $44,033.60$ |
|  | STEP 2 | 20.32 | 1.625 .60 | 42.265 .60 | 20.93 | 1,674.40 | 43.534 .40 | 21.56 | 1,724.80 | 44,844.80 |
|  | STEP 3 | 21.08 | 1,686.40 | 43.846 .40 | 21.71 | 1.736 .80 | 45,156.80 | 22.36 | 1.788 .80 | 46,508.80 |
|  | STEP 4 | 21.88 | 1.750 .40 | 45.510 .40 | 22.54 | 1.803 .20 | 46.883 .20 | 23.22 | 1.857 .60 | 48.297 .60 |
| ENGINEERING ASSISTANTI | STEP 1 | 15.98 | 1,278.40 | 33,238.40 | 16.46 | 1,316.80 | 34,236.80 | 16.95 | 1,356.00 | 35,256.00 |
|  | STEP 1.5 | 16.29 | 1,303.20 | 33,883.20 | 16.78 | 1,342.40 | 34,902.40 | 17.28 | 1,382.40 | 35,942.40 |
|  | STEP 2 | 16.59 | 1,327.20 | 34,507.20 | 17.09 | 1,367.20 | 35.547.20 | 17.60 | 1,408.00 | 36,608.00 |
|  | STEP 3 | 17.18 | 1.374.40 | 35.734 .40 | 17.70 | 1,416.00 | 36,816.00 | 18.23 | 1.458 .40 | 37.918 .40 |
|  | STEP 4 | 17.81 | 1.424 .80 | 37.044 .80 | 18.34 | 1,467.20 | 38,147.20 | 18.89 | 1.511 .20 | 39,291.20 |
| ENGINEERING ASSISTANTI (BEFORE 3/19/80) | STEP 5 | 19.63 | 1.570 .40 | 40,830.40 | 20.22 | 1,617.60 | 42.057 .60 | 20.83 | 1,666.40 | 43,326.40 |
| ENGINEERING ASSISTANT II | STEP 1 | 18.57 | 1.485 .60 | 38,625.60 | 19.13 | 1,530.40 | 39.790 .40 | 19.70 | 1,576.00 | 40,976.00 |
|  | STEP 1.5 | 18.96 | 1.516.80 | 39,436.80 | 19.53 | 1,562.40 | 40,622.40 | 20.12 | 1,609.60 | 41,849.60 |
|  | STEP 2 | 19.28 | 1.542 .40 | 40,102.40 | 19.86 | 1,588.80 | 41,308.80 | 20.46 | 1,636.80 | 42,556.80 |
|  | STEP 3 | 20.01 | 1.600 .80 | 41.620 .80 | 20.61 | 1,648.80 | 42.868 .80 | 21.23 | 1,698.40 | 44,158.40 |
|  | STEP 4 | 20.72 | 1,657.60 | 43.097.60 | 21.34 | 1,707.20 | 44.387.20 | 21.98 | 1.758 .40 | - $45,718.40$ |


| 3\% |  |  | 3\% |  |  | 3\% |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1998-1999 |  |  | 1999-2000 |  |  | 2000-2001 |  |  |
| HOURLY | BIWEEKLY | ANNUAL | HOURLY | BIWEEKLY | ANNUAL | HOURLY | BIWEEKLY | ANNUAL |
| 15.55 | 1,244.00 | 32,344.00 | 16.02 | 1,281.60 | 33.321 .60 | 16.50 | 1,320.00 | 34,320.00 |
| 15.81 | 1,264.80 | 32.884 .80 | 16.28 | 1,302.40 | 33,862.40 | 16.77 | $1,341.60$ | 34,881.60 |
| 16.10 | 1,288.00 | 33.488 .00 | 16.58 | 1,326.40 | 34.486 .40 | 17.08 | 1,366.40 | 35,526.40 |
| 16.70 | 1,336.00 | 34.736 .00 | 17.20 | 1,376.00 | 35,776.00 | 17.72 | 1,417.60 | 36,857.60 |
| 17.31 | 1,384.80 | 36.004 .80 | 17.83 | 1.426 .40 | 37.086 .40 | 18.36 | 1.468 .80 | 38,188.80 |
| 11.39 | 911.20 | 23,691.20 | 11.73 | 938.40 | 24,398.40 | 12.08 | 966.40 | 25,126.40 |
| 11.57 | 925.60 | 24,065.60 | 11.92 | 953.60 | 24.793.60 | 12.28 | 982.40 | 25,542.40 |
| 11.79 | 943.20 | 24,523.20 | 12.14 | 971.20 | 25,251.20 | 12.50 | 1,000.00 | 26,000.00 |
| 12.21 | 976.80 | 25.396 .80 | 12.58 | 1,006.40 | 26,166.40 | 12.96 | 1,036.80 | 26,956.80 |
| 12.65 | 1,012.00 | 26,312.00 | 13.03 | 1,042.40 | 27,102.40 | 13.42 | 1,073.60 | 27,913.60 |
| 19.59 | 1.567 .20 | 40.747 .20 | 20.18 | 1.614 .40 | 41,974.40 | 20.79 | 1,663.20 | 43,243.20 |
| 19.95 | 1,596.00 | 41,496.00 | 20.55 | 1,644.00 | 42,744.00 | 21.17 | 1,693.60 | 44,033.60 |
| 20.32 | 1,625.60 | $42,265.60$ | 20.93 | 1.674.40 | 43,534.40 | 21.56 | 1,724.80 | 44,844.80 |
| 21.08 | 1,686.40 | 43.846 .40 | 21.71 | 1.736 .80 | 45,156.80 | 22.36 | 1,788.80 | 46,508.80 |
| 21.88 | 1.750 .40 | 45.510 .40 | 22.54 | 1.803 .20 | 46,883.20 | 23.22 | 1,857.60 | 48,297.60 |
| 16.49 | 1,319.20 | 34,299.20 | 16.98 | 1,358.40 | 35,318.40 | 17.49 | 1,399.20 | 36,379.20 |
| 16.78 | 1.342.40 | 34.902 .40 | 17.28 | 1,382.40 | 35,942.40 | 17.80 | 1.424 .00 | 37,024.00 |
| 17.11 | 1.368.80 | 35,588.80 | 17.62 | 1,409.60 | 36,649.60 | 18.15 | 1,452.00 | 37,752.00 |
| 17.74 | 1.419 .20 | 36.899 .20 | 18.27 | 1,461.60 | 38,001.60 | 18.82 | 1,505.60 | 39,145.60 |
| 18.41 | 1.472 .80 | 38.292 .80 | 18.96 | 1.516 .80 | 39,436.80 | 19.53 | 1,562.40 | 40,622.40 |
| 18.73 | 1.498 .40 | 38.958 .40 | 19.29 | 1,543.20 | 40,123.20 | 19.87 | 1.589 .60 | 41,329.60 |
| 19.06 | 1,524.80 | 39,644.80 | 19.63 | 1.570 .40 | 40.830.40 | 20.22 | 1,617.60 | 42,057.60 |
| 19.16 | 1,532.80 | 39.852 .80 | 19.73 | 1,578.40 | 41.038.40 | 20.32 | 1,625.60 | 42,265.60 |
| 19.48 | 1,558.40 | 40,518.40 | 20.06 | 1,604.80 | -41,724.80 | 20.66 | 1,652.80 | 42,972.80 |
| 19.86 | 1,588.80 | 41,308.80 | 20.46 | 1,636.80 | -42,556.80 | 21.07 | 1,685.60 | 43,825.60 |
| 15.92 | 1.273 .60 | 33,113.60 | 16.40 | 1,312.00 | - 34,112.00 | 16.89 | 1,351.20 | 35,131.20 |
| 16.22 | 1,297.60 | 33.737 .60 | 16.71 | 1,336.80 | -34,756.80 | 17.21 | 1.376.80 | 35,796.80 |
| 16.50 | 1,320.00 | 34.320 .00 | 17.00 | 1,360.00 | -35,360.00 | 17.51 | 1,400.80 | 36,420.80 |
| 17.13 | 1,370.40 | -35,630.40 | 17.64 | 1.411.20 | - 36,691.20 | 18.17 | 1,453.60 | 37,793.60 |





| CLASSIFICATION |  | 3\% |  |  | 3\% |  |  | 3\% |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | 1998-1999 |  |  | 1999-2000 |  |  | 2000-2001 |  |  |
|  |  | HOURLY | BIWEEKLY A | ANNUAL | HOURLY | BIWEEKLY | ANNUAL | HOURLY | BIWEEKLY | ANNUAL |
| PARK MAINTENANCE | STEP 1 | 17.80 | 1.424 .00 | 37.024 .00 | 18.33 | 1.466 .40 | 38,126.40 | 18.88 | 1.510 .40 | 39,270.40 |
| WORKER II | STEP 1.5 | 18.12 | 1.449 .60 | 37.689 .60 | 18.66 | 1.492 .80 | 38,812.80 | 19.22 | 1.537 .60 | 39,977.60 |
|  | STEP 2 | 18.46 | 1.476 .80 | 38.396 .80 | 19.01 | 1,520.80 | 39,540.80 | 19.58 | 1,566.40 | 40,726.40 |
|  |  |  |  |  |  |  |  |  | . |  |
| PARK MAINTENANCE | STEP 1 | 18.41 | 1.472 .80 | 38.292 .80 | 18.96 | 1,516.80 | 39,436.80 | 19.53 | 1,562.40 | 40,622.40 |
| WORKER III | STEP 1.5 | 18.73 | 1.498 .40 | 38,958.40 | 19.29 | 1.543 .20 | 40,123.20 | 19.87 | 1,589.60 | 41,329.60 |
|  | STEP 2 | 19.06 | 1,524.80 | 39.644 .80 | 19.63 | 1.570 .40 | 40,830.40 | 20.22 | 1,617.60 | 42,057.60 |
| PBX OPERATOR | STEP 1 | 13.95 | 1,116.00 | 29.016.00 | 14.37 | 1,149.60 | 29,889.60 | 14.80 | 1,184.00 | 30,784.00 |
|  | STEP 1.5 | 14.17 | 1,133.60 | 29.473 .60 | 14.60 | 1,168.00 | 30,368.00 | 15.04 | 1,203.20 | 31.283 .20 |
|  | STEP 2 | 14.43 | 1,154.40 | 30,014.40 | 14.86 | 1,188.80 | 30,908.80 | 15.31 | 1,224.80 | 31,844.80 |
|  | STEP 3 | 14.95 | 1,196.00 | 31,096.00 | 15.40 | 1,232.00 ${ }^{\text {. }}$ | - 32,032.00 | 15.86 | 1,268.80 | 32,988.80 |
|  | STEP 4 | 15.51 | 1,240.80 | 32,260.80 | 15.98 | 1.278 .40 | $33,238.40$ | 16.46 | 1,316.80 | 34,236.80 |
| PERSONAL PROPERTY | STEP 1 | 14.33 | 1,146.40 | 29,806.40 | 14.76 | 1.180.80 | 30,700.80 | 15.20 | 1,216.00 | 31,616.00 |
| TAX COLLECTOR | STEP 1.5 | 14.57 | 1,165.60 | 30.305 .60 | 15.01 | 1.200.80 | 31,220.80 | 15.46 | 1,236.80 | 32,156.80 |
|  | STEP 2 | 14.85 | 1,188.00 | 30,888.00 | 15.30 | 1,224.00 | 31,824.00 | 15.76 | 1,260.80 | $32,780.80$ |
|  | STEP 3 | 15.40 | 1,232.00 | 32.032 .00 | 15.86 | 1,268.80 | $32,988.80$ | 16.34. | 1,307.20 | $33,987.20$ |
|  | STEP 4 | 15.98 | 1,278.40 | 33.238 .40 | 16.46 | 1.316 .80 | 34,236.80 | 16.95 | 1,356.00 | 35,256.00 |
|  | STEP 5 | 16.61 | 1,328.80 | 34.548 .80 | 17.11 | 1.368 .80 | 35.588 .80 | 17.62 | 1,409.60 | 36,649.60 |
| PLAN EXAMINER | STEP 1 | 19.59 | 1.567.20 | 40.747 .20 | 20.18 | 1.614 .40 | 41,974.40 | 20.79 | 1,663.20 | 43.243 .20 |
|  | STEP 1.5 | 19.95 | 1.596 .00 | 41.496 .00 | 20.55 | 1.644 .00 | 42,744.00 | 21.17 | 1.693 .60 | 44.033 .60 |
|  | STEP 2 | 20.32 | 1.625 .60 | $42,265.60$ | 20.93 | 1.674 .40 | 43.534 .40 | 21.56 | 1,724.80 | 44,844.80 |
|  | STEP 3 | 21.08 | 1.686 .40 | 43,846.40 | 21.71 | 1,736.80 | 45,156.80 | 22.36 | 1,788.80 | 46,508.80 |
|  | STEP 4 | 21.88 | 1,750.40 | 45.510 .40 | 22.54 | 1.803 .20 | 46,883.20 | 23.22 | 1,857.60 | 48,297.60 |
| PLANNING CLERK | STEP 1 | 15.55 | 1,244.00 | 32,344.00 | 16.02 | 1,281.60 | 33.321 .60 | 16.50 | 1,320.00 | 34,320.00 |
|  | STEP 1.5 | 15.81 | 1,264.80 | $32,884.80$ | 16.28 | 1,302.40 | $33,862.40$ | 16.77 | 1,341.60 | 34,881.60 |
|  | STEP 2 | 16.10 | 1,288.00 | 33.488 .00 | 16.58 | 1,326.40 | 34.486 .40 | 17.08 | 1,366.40 | 35,526.40 |
|  | STEP 3 | 16.70 | 1,336.00 | 34.736.00 | 17.20 | 1,376.00 | 35,776.00 | 17.72 | 1.417 .60 | 36,857.60 |
|  | STEP 4 | 17.31 | 1.384 .80 | 36.004 .80 | 17.83 | 1,426.40 | 37.086.40 | 18.36 | 1,468.80 | 38,188.80 |



| CLASSIFICATION |  | 3\% |  |  | 3\% |  |  | 3\% |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | 1998-1999 |  |  | 1999-2000 |  |  | 2000-2001 |  |  |
|  |  | HOURLY | BIWEEKLY | ANNUAL | HOURLY | BIWEEKLY | ANNUAL | HOURLY | BIWEEKLY | ANNUAL |
| SECRETARY I | STEP 1 | 13.20 | 1,056.00 | 27,456.00 | 13.60 | 1.088 .00 | 28,288.00 | 14.01 | 1,120.80 | 29,140.80 |
|  | STEP 1.5 | 13.45 | 1.076 .00 | 27.976 .00 | 13.85 | 1,108.00 | 28,808.00 | 14.27 | 1,141.60 | 29,681.60 |
|  | STEP 2 | 13.70 | 1,096.00 | 28,496.00 | 14.11 | 1,128.80 | 29,348.80 | 14.53 | 1.162.40 | 30,222.40 |
|  | STEP 3 | 14.17 | 1,133.60 | 29,473.60 | 14.60 | 1,168.00 | 30,368.00 | 15.04 | 1,203.20 | 31,283.20 |
|  | STEP 4 | 14.73 | 1.178.40 | 30,638.40 | 15.17 | 1,213.60 | 31,553.60 | 15.63 | 1,250.40 | $32,510.40$ |
| SECRETARY II | STEP 1 | 14.96 | 1,196.80 | 31.116 .80 | 15.41 | 1,232.80 | 32.052 .80 | 15.87 | 1,269.60 | 33,009.60 |
|  | STEP 1.5 | 15.24 | 1,219.20 | 31,699.20 | 15.70 | 1,256.00 | 32,656.00 | 16.17 | 1,293.60 | 33,633.60 |
|  | STEP 2 | 15.54 | 1,243.20 | 32.323 .20 | 16.01 | 1.280 .80 | $33,300.80$ | 16.49 | 1,319.20 | $34,299.20$ |
|  | STEP 3 | 16.08 | 1,286.40 | 33,446.40 | 16.56 | 1,324.80 | 34,444.80 | 17.06 | 1,364.80 | 35,484.80 |
|  | STEP 4 | 16.69 | 1.335 .20 | $34,715.20$ | 17.19 | 1,375.20 | 35,755.20 | 17.71 | 1,416.80 | 36,836.80 |
| SECRETARY III | STEP 1 | 15.55 | 1,244.00 | 32,344.00 | 16.02 | 1.281 .60 | 33,321.60 | 16.50 | 1,320.00 | 34.320 .00 |
|  | STEP 1.5 | 15.81 | 1,264.80 | 32,884.80 | 16.28 | 1,302.40 | 33.862 .40 | 16.77 | 1,341.60 | 34,881.60 |
|  | STEP 2 | 16.10 | 1,288.00 | 33.488 .00 | 16.58 | 1,326.40 | 34,486.40 | 17.08 | 1,366.40 | 35,526.40 |
|  | STEP 3 | 16.70 | 1,336.00 | 34.736 .00 | 17.20 | 1,376.00 | 35,776.00 | 17.72 | 1.417 .60 | 36,857.60 |
|  | STEP 4 | 17.31 | 1,384.80 | 36,004.80 | 17.83 | 1.426 .40 | $37,086.40$ | 18.36 | 1.468 .80 | $38,188.80$ |
| SENIOR FIRE | STEP 3 | 20.35 | 1.628 .00 | 42,328.00 | 20.96 | 1,676.80 | 43,596.80 | 21.59 | 1,727.20 | 44,907.20 |
| EQUIPMENT MECHANIC | STEP 4 | 21.10 | 1,688.00 | 43.888 .00 | 21.73 | 1.738 .40 | 45.198 .40 | 22.38 | 1,790.40 | 46,550.40 |
|  | STEP 5 | 21.93 | 1.754 .40 | 45,614.40 | 22.59 | 1,807.20 | 46,987.20 | 23.27 | 1,861.60 | 48,401.60 |
| SERVICE REPRESENTATIVE | STEP 1 | 18.14 | 1,451.20 | 37.731 .20 | 18.68 | 1,494.40 | 38.854 .40 | 19.24 | 1,539.20 | 40,019.20 |
|  | STEP 1.5 | 18.47 | 1.477 .60 | 38.417 .60 | 19.02 | 1,521.60 | 39,561.60 | 19.59 | 1.567 .20 | 40,747.20 |
|  | STEP 2 | 18.80 | 1.504 .00 | 39.104 .00 | 19.36 | 1,548.80 | 40,268.80 | 19.94 | 1,595.20 | 41,475.20 |


| CLASSIFICATION |  | 3\% |  |  | 3\% |  |  | 3\% |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | 1998-1999 |  |  | 1999-2000 |  |  | 2000-2001 |  |  |
|  |  | HOURLY | BIWEEKLY | ANNUAL | HOURLY | BIWEEKLY | ANNUAL | HOURLY | BIWEEKLY | ANNUAL |
| SEWER MAINTENANCE | STEP 1 | 16.34 | 1,307.20 | 33,987.20 | 16.83 | 1,346.40 | 35,006.40 | 17.33 | 1,386.40 | 36,046.40 |
| WORKER I | STEP 1.5 | 16.64 | 1,331.20 | 34.611 .20 | 17.14 | 1.371 .20 | 35,651.20 | 17.65 | 1.412 .00 | 36,712.00 |
|  | STEP 2 | 16.96 | 1.356 .80 | 35.276 .80 | 17.47 | 1,397.60 | $36,337.60$ | 17.99 | 1.439 .20 | 37.419.20 |
|  | STEP 3 | 17.57 | 1,405.60 | 36,545.60 | 18.10 | 1,448.00 | 37,648.00 | 18.64 | 1,491.20 | 38,771.20 |
| SEWER MAINTENANCE | STEP 1 | 18.12 | 1.449 .60 | 37.689 .60 | 18.66 | 1,492.80 | 38,812.80 | 19.22 | 1,537.60 | 39,977.60 |
| WORKER II | STEP 1.5 | 18.46 | 1,476.80 | 38.396 .80 | 19.01 | 1,520.80 | 39,540.80 | 19.58 | 1,566.40 | 40,726.40 |
|  | STEP 2 | 18.80 | 1.504 .00 | 39,104.00 | 19.36 | 1,548.80 | 40,268.80 | 19.94 | 1,595.20 | 41,475.20 |
| SIGN MAINTENANCE | STEP 1 | 16.34 | 1,307.20 | 33,987.20 | 16.83 | 1,346.40 | $35,006.40$ | 17.33 | 1,386.40 | 36,046.40 |
| WORKER I | STEP 1.5 | 16.64 | 1.331.20 | 34.611 .20 | 17.14 | 1,371.20 | 35,651.20 | 17.65 | 1.412 .00 | 36,712.00 |
|  | STEP 2 | 16.96 | 1.356.80 | 35,276.80 | 17.47 | 1,397.60 | 36,337.60 | 17.99 | 1,439.20 | 37.419 .20 |
|  | STEP 3 | 17.57 | 1.405 .60 | 36.545 .60 | 18.10 | 1,448.00 | 37,648.00 | 18.64 | 1.491 .20 | 38,771.20 |
| SIGN MAINTENANCE | STEP 1 | 18.12 | 1.449 .60 | 37,689.60 | 18.66 | 1.492 .80 | 38,812.80 | 19.22 | 1,537.60 | 39,977.60 |
| WORKER II | STEP 1.5 | 18.46 | 1.476 .80 | 38,396.80 | 19.01 | 1,520.80 | 39,540.80 | 19.58 | 1,566.40 | 40,726.40 |
|  | STEP 2 | 18.80 | 1,504.00 | 39.104 .00 | 19.36 | 1.548 .80 | 40,268.80 | 19.94 | 1,595.20 | 41,475.20 |
| STOREKEEPER | STEP 1 | 18.41 | 1.472 .80 | 38.292 .80 | 18.96 | 1,516.80 | 39,436.80 | 19.53 | 1.562 .40 | 40,622.40 |
|  | STEP 1.5 | 18.73 | 1.498 .40 | 38.958 .40 | 19.29 | 1,543.20 | 40,123.20 | 19.87 | 1,589.60 | 41,329.60 |
|  | STEP 2 | 19.06 | 1,524.80 | 39,644.80 | 19.63 | 1.570 .40 | 40,830.40 | 20.22 | $1,617.60$ | 42,057.60 |
| STOREKEEPER CLERK | STEP 1 | 16.49 | 1.319.20 | 34,299.20 | 16.98 | 1,358.40 | 35.318 .40 | 17.49 | 1,399.20 | 36,379.20 |
|  | STEP 1.5 | 16.78 | 1,342.40 | 34.902 .40 | 17.28 | 1.382 .40 | 35,942.40 | 17.80 | 1,424.00 | 37,024.00 |
|  | STEP 2 | 17.11 | 1,368.80 | 35.588 .80 | 17.62 | 1.409 .60 | 36,649.60 | 18.15 | 1,452.00 | 37.752 .00 |
|  | STEP 3 | 17.74 | 1.419 .20 | 36.899 .20 | 18.27 | 1,461.60 | 38,001.60 | 18.82 | 1,505.60 | 39,145.60 |
| STRUCTURAL PLAN EXAMINER | STEP 1 | 20.58 | 1.646.40 | 42.806 .40 | 21.20 | 1,696.00 | 44,096.00 | 21.84 | 1,747.20 | 45,427.20 |
|  | STEP 1.5 | 21.00 | 1,680.00 | 43,680.00 | 21.63 | 1,730.40 | 44,990.40 | 22.28 | 1,782.40 | 46,342.40 |
|  | STEP 2 | 21.38 | 1,710.40 | 44,470.40 | 22.02 | 1.761 .60 | 45,801.60 | 22.68 | 1,814.40 | 47.174 .40 |
|  | STEP 3 | 22.15 | 1.772 .00 | 46,072.00 | 22.81 | 1,824.80 | 47,444.80 | 23.49 | 1,879.20 | 48,859.20 |
|  | STEP 4 | 23.01 | 1.840.80 | 47,860.80 | 23.70 | 1,896.00 | 49,296.00 | 24.41 | 1,952.80 | 50.772 .80 |




Agreement between the City of
Livonia and Union Local 192
December 1, 1998 - November 30, 2001

## 51. 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. 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.

## 52. RATIEICATION

The Union acknowledges that the Employees of the bargaining unit upon the recommendation made by Council 25 of the International Union and its local Union ratified this Agreement on July 20, 1999.

## 53. 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.

## 54. TERMINATION AND MODIEICATION

This Agreement shall continue in full force and effect until 11:59 P.M., November 30, 2001, except as herein provided.
A. If either party desires to terminate this Agreement, it shall no later than sixty (60) days prior to the termination date of November 30, 2001, 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 sixty (60) days written notice prior to the current year's termination date.

Agreement between the City of
Livonia and Union Local 192
December 1, 1998 - November 30, 2001

## 54. TERMINATION AND MODIEICATION (Continued)

B. If either party desires to modify or change this Agreement, it shall no later than sixty (60) days prior to the termination date of November 30, 2001, 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.

## 55. GENERAL ARTICLE

A. Residence Requirements. Employees shall be required to reside within the City of Livonia. However, an Employee because of emergency or documented hardship may, at the discretion of the Civil Service Commission, be granted a waiver of the residency requirement by the Civil Service Commission. Such waiver shall be of such a period and duration as is necessary under the circumstances applicable to each case, provided, however, that such waiver shall not be unreasonably denied. The following criteria, by way of example but not limitation, shall be utilized in determining hardship:

1. Financial reasons
2. Health reasons
3. Anticipated retirement
4. Condemnation of home
5. Non-availability of affordable housing
6. Temporary rental situation
B. Performance of Work by Emplovees in the Greenskeeper classification.

Employees in the Greenskeeper classification shall not work overtime operating golf course equipment normally operated by Employees of the bargaining unit on an overtime basis or to replace such operators when operators are off on a scheduled vacation period. Notwithstanding the foregoing the Greenskeeper may operate golf course equipment as needed when assigned operators are absent from work on scheduled paid or non-paid

Agreement between the City of
Livonia and Union Local 192
December 1, 1998 - November 30, 2001

## 55. GENERAL ARTICLE (Continued)

leave of two working days or less or during an emergency situation of not more than five working days.
C. Tree Removal.

Felling of trees, whether live or dead, which are larger than six (6) inches in diameter shall be done by Employees in the classification of Tree Trimmer or Tree Artisan.
D. 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 he 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.

## E. Damage Reimbursement.

1. The City agrees to reimburse Employees up to $\$ 100.00$ for repair or replacement of eyeglasses damaged in the course of employment. Effective December 1, 1996, the City agrees to reimburse employees up to $\$ 125.00$ for repair or replacement of eyeglasses damaged in the course of employment.
2. The City agrees to reimburse Employees up to $\$ 45.00$ 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.

Agreement between the City of
Livonia and Union Local 192
December 1, 1998 - November 30, 2001

## 55. GENERAL ARTICLE (Continued)

F. 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.
G. Performance of Work. 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.

Supervisors may perform intelligent, immediate action at the site of an emergency to protect life and property. It is recognized that a foreman has a responsibility to train an individual, by example if need be to perform a task properly and safely.

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.
H. 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 his designee shall be appointed to any such committee and be permitted to attend meetings on City time.
I. Reimbursement by City 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. 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

Agreement between the City of
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December 1, 1998 - November 30, 2001

## 55. GENERAL ARTICLE (Continued)

Federal certification for employees, as required for promotional purposes, shall be borne by the City.
J. 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.

## 56. TUITION REIMBURSEMENT

The City of Livonia shall establish a fund of $\$ 6,500.00$ 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 must be in writing and must be pre-approved by the Department/Division head and the Civil Service Department. Requests for seminars and workshops shall also require the approval of the Personnel Director as well.
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 $\$ 450.00$. 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 not include courses that are not directly job-related that are required in a degree program.

## 57. 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.

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## 57. LABOR MANAGEMENT COMMITTEE (Continued)

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 Personnel Director. Appropriate subjects for the agenda are:
i. Administration of collective bargaining agreement.
ii. General information of interest to the parties.
iii. Expression of the employee's views or suggestions on subjects of interest to the parties.
iv. Recommendations on health and safety issues.
C. Each party will be limited to four representatives at each meeting, unless otherwise mutually agreed upon.

## 58. EFEECTIVE DATE

This Agreement shall become effective commencing December 1, 1998, upon the date of execution of the Agreement.

## LETTER OF UNDERSTANDING

During negotiations for the 1989-92 Collective Bargaining Agreement, it was agreed that the uniform policy as described by the contract will be administered in the following manner:

1. Custodians receiving promotions on or before November 30 of each year will be provided one jacket or complete set (coat, hood, and pant) of brown duck, 100\% preshrunk outer shell, weather resistant foul weather garment for that calendar year.
2. Custodians receiving promotions after November 30 of each year will have the option of receiving the clothing described above in advance for the following year or at the normally scheduled order period in the fall.
3. If the employee elects to receive said clothing in advance, the employee will not be eligible to receive said clothing at the normal fall period. Said clothing advance will be in lieu of supplying said clothing in the subsequent fall period.

For Local 192:


## For City of Livonia:



Dated: February , 1990

Agreement between the City of Livonia and Union Local 192
December 1, 1998 - November 30, 2001

## LETTER OF IMPLEMENTATION

Subsequent to ratification of the Collective Bargaining Agreement between the City of Livonia and Local Union 192, American Federation of State, County and Municipal Employees, effective December 1, 1989 and expiring November 30, 1992, the Local 192 bargaining team made inquiry of the City of Livonia bargaining team as to the City's implementation of Article 41, Hospitalization-Medical Coverage, Section $D$, with regard to the payment of the costs of HMOs.

The City explained that hospitalization-medical insurance premium rates are determined as of March 1 of each year; that each year, from June 10 to July 10, employees have the option to enroll in either the City's Blue Cross/Blue Shield Preferred Coverage, or an HMO, in which the enrollment election becomes effective August 10 of each year. The City will interpret Article 41 (D) to mean that the comparable rates between HMOs and the City provided Blue Cross/Blue Shield Coverage refers to the City's provided Blue Cross/Blue Shield Preferred Coverage; that if the City becomes self-insured, pursuant to the provisions of Article 41, then the rates to be compared will be based upon the illustrated premium costs for said self-insurance coverage providing the same benefit level that would have been afforded by Blue Cross/Blue Shield Preferred Coverage as determined by the self-insured administrator.

Those employees who were in an HMO prior to December 1, 1983, whether the original HMO selected or a subsequent HMO, and who were in an HMO continuously since the initial HMO selection as of March 1 , 1990, shall for the life of the 1989-1992 Agreement, not be required to pay the cost of any premium difference for participating in an HMO, so long as they continuously remain in an HMO and have not transferred at any time during the life of the 1989-1992 Agreement to the Blue Cross/Blue Shield Preferred Plan. For those employees who selected an HMO after December 1, 1983, and were in an HMO as of March 1, 1990, the following conditions shall apply:

1. For the period of March 1, 1990, to Eebruary 28, 1991, even if the employees had selected an HMO with premiums higher than those paid by the City for its Blue Cross/Blue Shield Preferred Coverage, said employees shall not be required to pay any contribution toward premium differences.
2. For the period of March 1, 1991, to February 28, 1992, said employees shall pay fifty percent (50\%) of the premium difference when the HMO rate is higher than the Blue Cross/Blue Shield Preferred Coverage or self-insured program.

## LETTER OF IMPLEMENTATION (Continued)

3. After March 1, 1992, said employees shall pay the full cost of the premium difference when the HMO rate is higher than Blue Cross/Blue Shield Preferred Coverage or self-insured program.

The above provisions shall be applicable if the employee chooses to switch from one HMO to another.

Employees who select an HMO, and were not covered by an HMO as of March 1, 1990, and the HMO selected has rates higher than those paid by the City for Blue Cross/Blue Shield Preferred Coverage or under a self-insured program, shall be responsible for paying at all times the full difference between the rates on a monthly basis.

Employees who were in an HMO as of March 1, 1990, and thereafter elect to be covered by the City's Blue Cross/Blue Shield Preferred Coverage or self-insured program, then subsequently elects during an enrollment period to be covered by an HMO, and selects an HMO with rates higher than those paid by the City for Blue Cross/Blue Shield Preferred Coverage or self-insured program, will pay the full difference between the rates on a monthly basis.

Employees who have been continuously enrolled in an HMO since March 1, 1990, who, at the applicable June, 1991 or June, 1992 enrollment periods, elect to be covered by the City's Blue Cross/Blue Shield Preferred Coverage or self-insured program, shall be reimbursed for any premium cost differences they incurred from March 1 to August 10 of the year in which they converted to the Blue Cross/Blue Shield Preferred Coverage or self-insured program.

The above provision for recouping premium payments shall not apply to employees who elect to be covered by an HMO after March 1 , 1990.

The Local 192 bargaining team has been fully advised as to this intent of implementation and on behalf of its membership has accepted to be bound by this implementation.

Agreement between the City of Livonia and Union Local 192
December 1, 1998 - November 30, 2001

LETTER OF IMPLEMENTATION (Continued)

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES


CITY OF LIVONIA, A Michigan Municipal Corporation


BY:


CIVIL SERVICE COMMISSION


DATED: March $44,1990$.

Agreement between the City of
Livonia and Union Local 192
December 1, 1998 - November 30, 2001

## LETTER OE UNDERSTANDING

During negotiations for the 1998-2001 Collective Bargaining Agreement, it was agreed that the pension provisions in the parties' Collective Bargaining Agreement, being Article 46, including cost of living applicable to pensions, shall be binding on the parties through the 30 th day of November 2004, and that the provisions on pensions in the 1998-2001 Agreement will remain in full force and effect through November 30, 2004.

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES


By: Walt Krause
Walter Krause
Union Vice-President


CITY OF LIVONIA, A Michigan Municipal Corporation


CIVIL SERVICE COMMISSION


Agreement between the City of
Livonia and Union Local 192
December 1, 1998 - November 30, 2001

## LETTER OF UNDERSTANDING

During negotiations for the 1998-2001 Collective Bargaining Agreement, it was agreed that the following modifications should be incorporated into the Employee Manual, Controlled Substance Testing Program:

## USE OF ADULTERATIONS, DILUTIONS OR SUBSTITUTIONS:

In addition to testing for controlled substances, the laboratory will be authorized to conduct any procedures which will aide in the detection of adulterations, dilutions and/or substitutions. Such procedures shall be consistent with U.S. Department of Health \& Human Services guidelines. Should the laboratory detect dilution, the next time the employee is tested, the City may require that the collection be observed. Should the laboratory detect the use of adulterations or substitutions, the MRO will report out the results to the City as a refusal to test and the employee will have no right of review with the MRO or right to a split sample test or retest of the original sample. The employee will be subject to the conditions of the "Refusal to take the Test" section of the Controlled Substance Testing Program.

AMERICAN FEDERATION OF STATE, COUNTY,

AND MUNICIPAL EMPLOYEES


Council \#25 Representative


By: Waite Krauce
Walter Krause
Union Vice-President


Chief Steward, Roads
By


CITY OF LIVONIA, A Michigan Municipal Corporation


Mayor
By:


CIVIL SERVICE COMMISSION


Agreement between the City of
Livonia and Union Local 192
December 1, 1998 - November 30, 2001

## LETTER OF UNDERSTANDING

During Negotiations for the 1998-2001 Collective Bargaining Agreement, it was agreed that in regards to participation on the City Retirement Board:

The representative from the general employees may be a participant in either the defined benefit or the defined contribution retirement plan.

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES

AFFILIATED WITH AFL-CIO


By: Vatu Krause
Walter Krause
Union Vice-President


By Sheryl\& wallnar

CITY OF LIVONIA, A Michigan Municipal Corporation


Mayor
By:
Joan Mancontrer
city Clerk

CIVIL SERVICE COMMISSION


Charlotte s. Mahoney - Chairperson


## LETTER OF UNDERSTANDING

During negotiations for the 1998－2001 Collective Bargaining Agreement，it was agreed that retirees of the City who are entitled to health insurance shall be provided the $H C B$（hospice care benefit）and SOCT（specified oncology clinical trials）Riders，subject to the provisions of Article $41 . B .7$ and 41．B．F．

AMERICAN FEDERATION OE STATE，COUNTY， AND MUNICIPAL EMPLOYEES

AFFILIATED WITH AFL－CIO


Council \＃25 Representative


By：Waltu $K$ reuse
Walter Krause
Union Vice－President
By：


Ruthann Saylor


By：（chervil Walkman
Cheryl ल⿴⿰丨丨⿱一一⿻上丨又保
Executive Board Member

CITY OF LIVONIA，A Michigan Municipal Corporation


By：$\frac{\text { Sown Mach Mccotter }}{\substack{\text { sober Clerk } \\ \text { inter }}}$
CIVIL SERVICE COMMISSION


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


By: Naltu Kracice
Walter Krause Union Vice-President


By: $\frac{\text { Cheryl Wallman }}{\substack{\text { Cheryl } \\ \text { Executive Board Member }}}$

CITY OF LIVONIA, A Michigan Municipal Corporation

By:


CIVIL SERVICE COMMISSION



Agreement between the city of Livonia and Union Local 192 December 1, 1998 - November 30, 2001

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[^0]:    Employee's Signature

