

AGREEMENT BETWEEN
THE CITY OF LIVONIA
AND
LIVONIA SUPERVISORY AND TECHNICAL CHAPTER
OF
LOCAL 1917, AFFILIATED
WITH COUNCIL 25, AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES
AFL - CIO
FOR THE PERIOD
DECEMBER 1, 2007
THROUGH
NOVEMBER 30, 2010

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LOCAL 1917, AFFILIATED WITH COUNCIL 25
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO

This Agreement entered into on this 14th day of May, 2008, between the City of Livonia, a Michigan Municipal Corporation (hereinafter referred to as the Employer or the City), and Livonia Supervisory and Technical Chapter of Local 1917 (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. To this end, 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 equalities 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 1917 and the City of Livonia; and

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

1. RECOGNITION OF UNION

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of Michigan of 1947, as amended, the Employer hereby recognizes 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, for all supervisory and Technical employees of the City of Livonia who are employed in the classifications listed in Appendix A, Schedule of Rates and Classifications in the Bargaining Unit.

2. MANAGEMENT RIGHTS

- 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.
- C. The City has the right to schedule overtime work as required consistent with the provisions of the contract.
- D. It is understood by the parties that every incidental duty connected with assignments enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by such Employees.
- E. The City reserves the right to reclassify existing positions based on assigned duties and responsibilities or make changes in assigned duties and responsibilities, as long as this is not in conflict with this Agreement.
- F. The City reserves the right to discipline or discharge for just cause.
- G. The City reserves the right to lay off for lack of work or funds, or the occurrence of conditions beyond the control of the City, or when 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. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members.
- I. No policies or 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 for the efficient performance of all executive departments,

among other executive responsibilities defined by the Charter.

- (2) The Charter responsibility of the City Council as the legislative body for the enactment of ordinances, the appropriation of money and the determination of the City's budget, among other legislative responsibilities defined by the Charter.
- (3) The Charter responsibility of the Civil Service Commission for administering a merit system of employment, adopting rules and regulations and exercising other personnel responsibilities as defined by the Charter.
- (4) The Charter responsibility of the City Council and the Civil Service Commission in establishing and amending a classification of positions plan, a compensation plan, an insurance and disability plan, and retirement plan.
- (5) The Charter responsibilities of the City in determining the functions and organization of the respective departments or divisions.
- (6) The responsibilities of Department Heads governed by Charter provisions, ordinances, and Civil Service rules:
 - (a) to hire, assign, transfer and promote Employees to positions within the agency;
 - (b) to suspend, demote, discharge or take other disciplinary action against Employees;
 - (c) to relieve Employees from duties because of lack of funds;
 - (d) to determine the methods, means, and personnel necessary for departmental or agency operations;
 - (e) to control departmental or agency budgets;
 - (f) to take whatever actions are necessary in situations of emergency to perform the functions of the department.
- (7) The responsibilities to administer pay and fringe benefit plans, to provide the necessary surveys, research, rules, regulations, and ordinances for this purpose, subject to the authority of the departments and the City Council.
- (8) The responsibility for administering Charter and Ordinance provisions relating to the Retirement Plan and the Insurance and Disability Plan.

3. UNION 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 by its actions and statements, it will provide and foster competent and proficient supervision and will attempt to improve the quality and efficiency of City services.
- B. That all services performed by Employees included in this Agreement shall be performed under State and Local law for and in the public interest and are essential to 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 participate in any work slowdown or otherwise interfere with any of the services of the City of Livonia. The occurrence of any such prohibited acts or actions 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.
- C. The 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.

4. 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 Section. 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.

5. UNION DUES AND INITIATION FEES

- A. Payment by Payroll Deduction. In accordance with the provisions of this Agreement relating to Union Security (see Section 4):

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1. The Employer agrees to give to each new Employee at the time of appointment to position in the bargaining unit, the current union-authorized payroll deduction forms (dues and service charge by which the Employee shall comply with paragraph 1 or 2 of this section.
2. Those Employees who apply for membership in the Union are required to tender an initiation fee, if any, and periodic membership dues and shall be required to do so by signing the "Authorization for Payroll Deduction of Dues" form set forth herein.
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."

Payroll Deduction Forms. 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 by-laws of the Union, from the pay of each Employee who executes or has executed the proper "Authorization for Payroll Deduction of Dues" or "Authorization of Payroll Deduction of Service Charge" form:

- B. When Deductions Begin. Payroll deductions under all properly executed "Authorization for Payroll Deduction 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.
- C. Remittance of Dues to Financial 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 10th day of each month.
- D. Termination of Payroll Deductions. An Employee shall cease to be subject to payroll deductions beginning with the month immediately following the month in which s/he is no longer an Employee in the bargaining unit (by reason of death, quit, discharge, layoff, transfer, or for any other reason).

6. STEWARDS - REPRESENTATION AND UNION MANAGEMENT MEETINGS

- A. For purposes of maintaining harmonious relations and obtaining representation for all employees, there shall be one (1) steward for Foremen and one (1) steward for all other employees and one (1) Chapter Chairperson to represent the unit.
- B. A steward or his/her alternate during working hours, without loss of time or pay may investigate and present grievances to the Department Head involved. The Department Head's permission for this purpose shall not be unduly withheld unless such withholding of permission is for just cause. The Chapter Chairperson may be present at any of the steps of grievance procedure if his/her presence is requested by either the Union or the City.
- C. Special conferences shall be utilized where practicable between the Union and the Employer upon request of either party, not more than once a month. Either party shall

submit to the other in writing the Agenda to be discussed. Copies of said Agenda shall be sent to the Civil Service Office, a representative of which may be present at such conference at the request of either party.

7. UNION AND EMPLOYER REPRESENTATIVES

- A. The Union agrees to provide the Employer with a current list of officers.
- B. The Employer agrees to provide the Union with a current list of immediate supervisors, as well as Department and/or Division Heads in the various departments where Employees in this bargaining unit are employed.
- C. Council and International Representatives shall identify themselves to supervision and have free and clear access to the premises of the Employer during working hours to conduct Union business pertinent to labor-management relations.

8. GRIEVANCE PROCEDURE

- A. Any grievance or dispute which may arise between the parties as to the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1. Any Employee desiring to file a grievance shall first try to resolve the problem by discussing it with the immediate Supervisor, or Department or Division Head, as appropriate, within ten (10) working days of the date of occurrence causing the grievance. If the grievance cannot be resolved verbally with the Supervisor, or Department or Division Head, the Employee shall, within three (3) working days of the discussion with the department, write out the grievance in detail and submit it to the Supervisor, or Department or Division Head, who shall answer the written grievance in writing within five (5) working days. When the grievance is reduced to writing, it shall set forth the nature of the grievance, the date and number or numbers of the affected Section or Sections of the Agreement, if any, and the relief or remedy requested, and be signed by the grievant or grievants involved. The department's written answer should also be in detail, and it should include all pertinent information.

Step 2. If the grievance remains unadjusted, it shall be presented by the Employee or Steward, in writing, to the appropriate Department or Division Head within five (5) working days after the response of the Supervisor is to be received. The Department Head shall answer the grievance in writing within five (5) working days. In those cases where the Department Head has already answered the grievance at Step 1, the grievance may proceed to Step 3, except where a Division Head reports to a Department Head, in which case the Department Head shall answer the grievance at Step 2.

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

The Employee may appeal either to the Civil Service Commission under Step 3 or

arbitration under Step 4 of this grievance procedure. The election of either option shall be deemed exclusive. 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 3 and must be made within the 10-day appeal period to the Civil Service Commission provided for in Step 3 below, or within the 10-day appeal period to arbitration provided for in Step 4 below.

Step 3. If the grievance still remains unadjusted, it shall be presented by the Employee or Chapter Chairperson, in writing, to the Civil Service Commission within five (5) working days after the response from the Department Head is due, except in cases involving discipline or discharge where the provisions as cited in Chapter V, Section 16j, of the City Charter shall prevail. The City Charter reads as follows:

(CITY CHARTER, CHAPTER V, SECTION 16j)

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

The Civil Service Commission shall meet on the grievance within two (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 4. (a) 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 ten (10) 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.

(b) The Parties shall attempt to agree upon an impartial arbitrator. If they cannot so agree within seven (7) 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.

- (c) 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 Chapter Representative shall lose pay for time off the job while attending arbitration proceedings.
 - (d) The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall s/he substitute his discretion for that of the Employer or the Union, nor shall s/he exercise any responsibility or function of the Employer or the Union.
 - (e) 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 employee or employees involved, and the Employer.
 - (f) If an 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 four (4) steps above 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 fourth 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. If an Employee walks off his job without following the procedure outlined above, s/he shall be deemed to have no grievance and 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 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.

9. DISCIPLINARY PROCEDURE

- A. With regard to oral or written reprimands, an Employee may, if desired, request the application of the grievance procedure for the purpose of reviewing the same. Any record of oral reprimands shall be removed from the Employee's file both in the department and the Civil Service Department after six (6) months from the date of occurrence of the oral reprimand. Written reprimands shall be retained for a period of eighteen (18) months from the date of occurrence and then removed. 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.
- B. Suspensions, Demotions, or Discharge. With respect to suspension, demotion, or discharge from City service, for cause, an Employee may appeal such disciplinary action in accordance with the provisions in Article 8 paragraph A.

10. SENIORITY

- A. "Seniority" shall mean the length of continuous service by an Employee from the original date of employment to a permanent position in the classified service or from the 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 employment. There shall be no seniority among probationary Employees. Upon satisfactory completion of the probationary period, the employee shall be included on the seniority list of the unit and shall rank for seniority from the date of initial employment.
- C. The Union shall represent probationary Employees for the 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. The Union shall not represent probationary employees who have been laid off, disciplined or discharged for other than Union activities.
- D. Seniority shall be on a City-wide basis, by departments or divisions, by occupational groups, or other categories depending upon the situation in which applied, and shall be in accordance with the Employee's last date of hire.

- E. Seniority accumulated with the City of Livonia within any other bargaining unit shall be retained.

11. 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 will show the names and classifications of all Employees of the unit entitled to seniority.
- C. The Employer will provide the local union and council office with up-to-date copies of the seniority list within a reasonable time upon request.

12. LOSS OF SENIORITY

An Employee shall lose seniority for the following reasons. The employee:

- A. Quits.
- B. Is discharged and the discharge is sustained.
- C. 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 the last known address that s/he has lost his/her seniority, and his/her employment has been terminated. Return from sick leave and leaves of absence will be treated the same.
- D. Does not return to work when recalled from layoff.
- E. Retires.

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

13. SHIFT PREFERENCE

If there are two or more employees in the same classification and there is more than one shift and a vacancy or new position occurs, the senior Employee should be given shift preference. However, shift preference may be denied if the Department Head has good reason to believe that a certain employee would work better with one shift than with another. Consideration will be given to seniority in making the assignment. The controlling factor, however, will be qualifications.

14. LAYOFFS

Layoffs shall be made in conformity with the principle of seniority, i.e., the last one hired being the first one laid off, provided that the Employer will be able to retain those employees with the most seniority by reassigning them to other classifications IF they can demonstrate the capability to perform the duties of the classification by:

- A. Having worked successfully in the classification for at least one full year; or
- B. Being able to pass the Civil Service examination for the classification and being able to pass a six-month probationary period in the classification.

Seniority will apply only to permanent employees.

15. RECALL PROCEDURE

When the work force is increased after a layoff, employees shall be recalled according to seniority if they can demonstrate the capability to perform the duties of the particular classifications to be filled by:

- A. Having worked successfully in the classification for at least one full year; or
- B. Being able to pass the Civil Service examination for the classification and being able to pass a six-month probationary period in the classification.

Notice of recall shall be sent to the Employee at the last known address by certified mail. If an employee fails to return to work within ten (10) working days after receiving notice of recall, the employee shall be considered to have resigned, unless s/he requests in writing to have his/her name retained on the layoff list, in which case his/her name shall be placed at the bottom of the list.

16. TRANSFERS

- A. Notification of job vacancies and the filling of same shall be in accordance with the Civil Service Rules and Regulations.
- B. 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.

17. VETERANS

- A. The length of an Employee's service in the Armed Forces of the United States, after having first been employed by the City, shall be included in the computation of City service to determine status on the seniority list. Any Employee actively serving in the Armed Forces of the United States, or absent because of enforced military training, shall not lose 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/her discharge. The employee shall be paid at the appropriate step and rate s/he would have had, had s/he continued in the employ of the City.

- B. A probationary Employee who enters the Armed Forces and meets the foregoing requirements, must complete his/her probationary period, and upon completing it will have seniority equal to the time s/he spent in the Armed Forces added to his/her total seniority, provided that s/he has been honorably discharged from the service and reports for work within ninety (90) days after his/her discharge. Upon completion of the probationary period, the employee shall be paid at the appropriate step and rate that would have been attained had City service not been interrupted.
- C. The City agrees to allow reemployed veterans to take any exams missed during their service tour that they may 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.
- D. All other re-employment rights of Employees will be governed by applicable Federal laws and State statutes.

18. RESERVE OR NATIONAL GUARD DUTY

Employees who are in some branch of the Armed Forces of 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 work week, provided proof of service and pay is submitted. The foregoing provisions shall also apply up to a maximum of two (2) weeks should the Reserves or National Guard be called out by the Governor of the State of Michigan.

19. LEAVE FOR UNION BUSINESS

Members of the Union elected 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.

20. SICK LEAVE

- A. All permanent full-time Employees shall accumulate sick leave at the rate of one (1) working day for each complete 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, retirement, duty disability retirement, or in the case of death to the Employee's beneficiary or estate, subject to the maximum accumulation provided, based upon the Employee's rate of pay at time of termination. Payment will be made in the following manner:
 - 1. Employees hired before December 1, 1976, may accumulate sick leave to a

maximum of 225 days for payout purposes. The Employee will be reimbursed 60% of his/her 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.

2. Employees hired on or after December 1, 1976, may accumulate sick leave to a maximum of 100 days for payout purposes. The Employee will be reimbursed at 60% of his/her 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.
- B. Employees who do not use more than five (5) days of sick leave during the preceding calendar year shall have an additional three (3) days added to the vacation bank on January 1, for use in 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 member of the Employee's family shall be required to notify the department of such illness or injury not later than the second day of such illness or injury.
 - D. The City agrees that should Union Local #192 obtain the right to accrue sick leave days beyond two hundred twenty-five (225) for payment purposes, then Local 1917 shall receive the same benefit.

21. BEREAVEMENT LEAVE

- A. An Employee shall be allowed up to ten (10) working days as bereavement leave days with pay, 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 approval by the department or division head. Immediate family is defined as follows: Mother, Father, Sister, Brother, Step-Mother, Step-Father, Sister-in-Law, Brother-in-Law, Sons-in-Law, Daughters-in-Law, Grandparents of the Employee, Grandchildren, Mother-in-Law, Father-in-Law, or a member of the Employee's Household.
- B. An Employee shall be allowed up to four (4) working days as bereavement leave in accordance with the foregoing provisions for death of Grandparents of the Employee's spouse.
- C. An Employee acting as pallbearer for a deceased City employee shall be allowed one (1) day off with pay.
- D. Any time off for funerals for 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 one (1) working day bereavement leave per calendar year

for the death of a close personal friend.

- F. Bereavement leave provided herein shall not be abused.

22. PREGNANCY LEAVE

In order to protect the health and welfare of employees and the interest of the City a permanent employee who becomes pregnant will be granted a leave of absence when her physician states she should no longer work and shall 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.

23. LONGEVITY PAY

- A. In recognition of the years of service with the City, Employees shall receive longevity pay as follows:
1. Upon completion of five (5) years of service and not more than seven (7) years of service, an Employee shall receive \$300.00; such pay to commence and accrue from the payroll period in which the Employee's fifth anniversary date occurs. Longevity pay which commences upon completion of seven (7) years of service as provided under A.2. shall be in lieu of the longevity pay provided herein 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 \$750.00; 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 \$750.00; such pay to commence and accrue from the payroll period within which the Employee's 14th anniversary date occurs.
 4. Upon completion of twenty-one (21) years of service, an Employee shall receive an additional \$750.00; such pay to commence and accrue from the payroll period within which the Employee's 21st anniversary date occurs.
 5. 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 1917 members for that period.
- B. Based on Section A, the longevity payments during the term of this Agreement are as follows:

<u>Years of Service</u>	<u>Maximum Annual Longevity Payments</u>
5 - 7	\$ 300.00
7 - 14	\$ 750.00

14 - 21	\$ 1,500.00
21 or over	\$ 2,250.00

- C. Payment for longevity shall be made once a year in December, prior to December 10th. Such payment shall be based on the Employee's rate as of November 30th preceding the date of December 10th. 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 7th, 14th, or 21st year in the fiscal year preceding the payment in December.

24. WORKING HOURS

- A. The regular and normal work week shall consist of a five-day, 40-hour 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 work weeks are also necessary outside of the normal work week 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 Employees on the first shift are not able to begin their lunch period before 1:00 p.m. because of work requirements, they shall be paid for the lunch period for that day at overtime rates.
- 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) work day. 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 3 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. Employees who work on the second shift shall receive, in addition to their regular pay for the pay period, forty-five cents (\$.45) per hour additional compensation.
2. Employees who work on the third shift shall receive, in addition to their regular pay for the pay period, fifty cents (\$.50) per hour additional compensation.
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.
- F. As necessary, Employees will be given 15 minutes wash-up time prior to punching out, it being understood that this may not be possible since supervisory responsibility may require the Employee to continue on the job for necessary follow up, etc.

25. OVERTIME

- A. Time and one-half will be paid to all employees of the bargaining unit:
 - (1) For all hours worked over eight (8) in one day.
 - (2) For the sixth day of work within a work week.
 - (3) For hours in excess of the regular work week of forty (40) hours.

Straight-time pay will be paid to all employees of the bargaining unit who attend meetings scheduled during the week, which meetings are required as a part of the normal responsibilities of the employees.
- B. 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.
- C. 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 received by the employee.
- D. 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 required to report to work for the next regular work day. If, however, the City is unable to release such employee, the employee shall continue to receive two (2) times the normal straight-time rate for all hours worked in excess of sixteen (16) hours until released from work for eight (8) hours. If all or any part of such eight (8) hour period coincides with the employee's normal work day, the employee shall suffer no loss of straight-time pay ordinarily earned during such period. If, in the judgement of the City, the employee cannot be gainfully employed during the portion of the regular work day remaining after the expiration of such eight (8) hour period, the employee may be excused from work for the remainder of the work day without loss of straight-time pay.
- E. Overtime payments as provided for herein shall be based on the regular workweek as defined in Article 24, as long as the name of the employee appears on the payroll.
- F. 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.

- G. Standby Time. In order to provide supervisory coverage when emergency situations may arise such as water breaks, snowstorms, etc., foremen and other supervisors may be placed on standby during the months of December through March. During the remaining months of the year, foremen and other supervisors may be placed on standby in the event that the Department Head foresees a clear need for standby service. Compensation for standby time shall be as follows:
- (1) Weekend standby from 3:30 p.m. Friday until 7:00 a.m. Monday -sixteen (16) hours of compensatory time per weekend.
 - (2) Standby over a holiday - eight (8) hours of compensatory time. If a holiday occurs on Friday or Monday, and an employee is placed on weekend standby which includes part of the holiday, he will receive eight (8) hours standby for the holiday plus the weekend standby.
- H. 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.
- I. An employee called back to work between two (2) work days and subsequently released, will be released for a six (6) hour period before being required to report for his next regular work day. If such release time coincides with the employee's next normal work day, 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.
- J. All overtime can be taken in compensatory time in lieu of cash payment at the request of the employee. Compensatory time shall be accumulated in equivalent straight time hours. Compensatory time may be accumulated up to a maximum of one hundred (100) hours. For all compensatory time in excess of the 100 hours accumulation allowed, a plan must be submitted by the employee scheduling the use of said excess time during the months of April 1 to November 1, subject to the operating needs of the department. Any excess compensatory time, over the 100 hours allowed, not used due to the operating needs of the department will be paid in cash on June 15. Upon termination, employees shall be paid for accrued compensatory time up to a limit of 50 hours.

26. HOLIDAYS

- 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, Veterans 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 Elections refers to the regular City Election for the Mayor or 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 be observed on Friday; if either day falls on Saturday, Christmas Eve or New Year's Eve will be observed on Thursday.

- B. Employees will be paid their current rate based on an eight (8) hour day for said holidays.
- C. Holidays that occur within the period of an Employee's vacation or sick leave shall not be charged against sick leave or vacation banks.
- D. For employees working in a regular Monday through Friday work schedule, should a holiday fall on Saturday, Friday shall be observed as the holiday. Should a holiday fall on Sunday, Monday will be considered as the holiday. For employees working other than a regular work schedule, the days observed as holidays will be determined by the Department.

27. CALL-IN PAY

In the event an Employee in the bargaining unit is called to work after the regular eight (8) hours or before the beginning of his/her regular shift, s/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, s/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 shall consist of four (4) hours irrespective of whether or not the Employee actually works four (4) hours or less, 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.

28. VACATIONS

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

<u>Years of Service</u>	<u>Days of Annual Vacation</u>
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

- 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.
- 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 (30) working days. Vacation time accrued in excess of thirty (30) days will be deemed lost provided, however, that bonus vacation in 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.
- F. Employees who are within three (3) years of retirement (except deferred retirement) and who declare their intention to retire in writing to the Civil Service Department, will be permitted to accrue vacation days in excess of the maximum of thirty (30) days. 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-nine (59) vacation days.

29. PAY ADVANCE

- A. Vacation payments 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 direct deposit.
- B. If an Employee is laid off or retires, he will receive an 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.

30. UNION BULLETIN BOARDS

The Union may use the departmental bulletin boards to post notices of meetings, social events, or for other legitimate purposes. This privilege shall not be abused by the posting of personal or provocative material. If, in the opinion of the Department Head or the City Administration, the bulletin board privilege has been abused, the privilege can be revoked.

31. NEW POSITIONS

When the City proposes to establish new classifications in the classified service, the Union will be notified of the proposed classification and pay rate and whether the City considers the new classification to be in the bargaining unit.

32. CLOTHING AND SAFETY EQUIPMENT ALLOWANCE

- A. An annual clothing allowance shall be paid to all field supervisors and technical employees

in the bargaining unit for the purchase and replacement of work uniforms and safety equipment, including safety shoes, as appropriate.

- B. An annual clothing allowance in the amount of Three Hundred Fifty Dollars (\$350.00) will be paid once per year by December 10.

33. 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 regular pay plus the juror fees or subpoena fees received.
- B. Jury duty and duty while appearing on a subpoena may be considered as time worked.

34. HOSPITALIZATION-MEDICAL COVERAGE

- A. The Employer agrees to pay the full premium for hospitalization-medical coverage for permanent full-time Employees, spouses, and dependent children under 19 years of age. The health care plan to be provided to employees pursuant to this Section shall be Community Blues PPO, Plan 2 with annual deductible of \$100.00 per member, \$200.00 per family in network waived if services provided in a PPO physician's office; maximum annual percent co-pay of \$500.00 per member, \$1,000.00 per family; and shall include a \$10.00 office visit co-pay and a \$25.00 emergency room co-pay, waived if admitted to the hospital. The preferred Rx deductible drug prescription rider shall be a \$10.00 co-pay for generic drugs and \$20.00 co-pay for brand name drugs. Effective December 1, 2009, the Rx deductible drug prescription rider shall be a \$10.00 co-pay for generic drugs, a \$20.00 co-pay for formulary brand name drugs and a \$30.00 co-pay for non-formulary brand name drugs. Employees who utilize mail order prescription services will pay one (1) co-pay for a 90-day drug supply. The prescription is to be filled by generic drug unless the physician directs the prescription to be "Dispensed As Written".
- B.
 - 1. Employees who 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 retired 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 \$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.
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 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." This coverage shall include the retiree, spouse, and dependent children under 19 years of age.
6. Employees who retire on or after December 1, 2001, below the age of 65, subject to the provisions in Article 34.J, 39.II.A.3. and Article 39.II.B.2., below, 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 Preferred Rx deductible drug prescription rider for generic drugs and \$10.00 co-pay for brand name drugs. 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.
7. Employees who retire on or after December 1, 2006 and prior to December 1, 2009, below the age of 65, subject to all other provisions in this Agreement shall be eligible to participate in Community Blues PPO, Plan 2, and shall include a \$10.00 office visit co-pay and a \$25.00 emergency room co-pay. The preferred Rx deductible drug prescription rider shall be a \$10.00 co-pay for generic drugs and a \$20.00 co-pay for brand name drugs. 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.
8. Employees who retire on or after December 1, 2009, below the age of 65, subject to all other provisions in this Agreement shall have the same plan in effect for employees who retire under the provisions of Section B.7, above, except that the preferred Rx deductible rider shall be a \$10.00 co-pay for generic drugs, a \$20.00 co-pay for formulary brand drugs and a \$30.00 co-pay for non-formulary drugs.

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9. The entire cost of the programs for permanent full-time employees who retire prior to December 1, 2006, shall be borne by the City, subject to all other provisions in this Agreement. For employees who retired on or after December 1, 2006, the employees cost shall be as provided in Section L, below.
 10. When a retiree reaches age 65 hospitalization-medical coverage described in Paragraph G. shall become effective. In the event of the death of the retiree the coverage described under B. 1 through B.8, and as provided in the 2004-2007 Agreement, shall continue for the surviving spouse until age 65, at which time coverage in Paragraph E. shall become effective if the surviving spouse is eligible for retirement benefits under Option (A) or (B) of Title 2, Chapter 96 of Retirement Plan Ordinance.
 11. Employees who retire during the term of this Agreement shall retire with the health insurance plan in effect at the time of their retirement, and shall not be eligible to switch plans until the next open enrollment period, subject to enrollment terms and conditions.
 12. Effective May 14, 2008, the ratification date of this Agreement, Employees who retire under deferred retirement before they are eligible for retiree hospitalization-medical coverage shall be eligible to receive health insurance benefits pursuant to the health insurance plan in effect for active employees at the time the retiree begins receiving pension benefits.
- 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 Ordinance), except that employees who retired on or after December 1, 2006, shall be responsible for the premium sharing described in Section L, below.
- D. Employees and retirees 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 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 one (1) HMO to be selected by the City. All employees, including employees who retire on or after December 1, 2006, and their families covered in a Health Maintenance Organization shall pay a \$10.00 co-pay for generic drugs and \$20.00 co-pay for brand name drugs. Employees who retire on or after December 1, 2009, shall pay a \$10.00 co-pay for generic drugs, a \$20.00 co-pay for formulary brand drugs and a \$30.00 co-pay for non-formulary brand drugs. The prescription is to be filled by the generic drug unless the physician directs prescription to be "Dispensed As Written".
- E. All employees, retirees who retire after December 1, 2006, spouses and dependents under the age of 19 participating in POS shall pay a \$10.00 office visit co-pay and a \$25.00

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emergency room co-pay.

- F. 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.
- G. 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 must have been enrolled with Blue Cross/Blue Shield to be eligible for this coverage at age 65. In the event of death of the retiree, this coverage shall continue for the surviving spouse if the surviving spouse is eligible for retirement benefits under Option (A) or (B) of Chapter 2.96 of the Defined Benefit Retirement Plan Ordinance of the Retirement Plan Ordinance.
- H. 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 hospitalization-medical 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.
- I. 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 hospitalization-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.
- J. The City may fulfill its obligations under this Article for providing hospitalization-medical coverage by adopting a self-insurance program, with the third party administrator to be determined by the City. Said self-insurance shall provide the same benefits as set forth in this Article.
- K. Part-time employees shall contribute one-half ($\frac{1}{2}$) of the cost of said premium per month for the Blue Cross/Blue Shield Plan as described or the HMO Plan if selected in lieu thereof.
- L. All employees who are receiving employer-provided medical coverage of any kind shall contribute toward the cost of the medical coverage in the following amounts:

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

Employees who are receiving employer-provided medical coverage of any kind who are

contributing toward the cost of said medical coverage, pursuant to the provisions of this section, shall upon their retirement, if electing to continue to receive employer-provided medical coverage of any kind, shall continue to make the contribution toward the cost of said coverage in the amounts set forth in this section in effect at the time of the employee's retirement.

If an employee has a spouse who works for the City of Livonia and the family is being covered by the spouse's insurance provided by the City of Livonia, the family shall not be required to pay the premium co-pay provided above.

- M. The City will deduct 2% from the pension based earnings of all active employees which shall be placed into the City's Voluntary Employee Beneficiary Association (VEBA) Retiree Health and Disability Benefits Plan. Employees receiving workers compensation shall pay on full pension based earnings.
- N. Any retirement medical benefits provided to an employee's spouse, whether pursuant to a defined benefit or defined contribution plan, shall be limited solely to the employee's spouse at the time of retirement.

35. 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 receiving a \$100.00 reimbursement once every two years subject to submission of proof of billing and proof of payment. This is provided for one family member only, and is in lieu of coverage for remainder of the family.
 - 3. Employees who operate a CRT in the performance of their regular duties for an average of four hours per day may request one eye examination per year from the City Optical Program.
- 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, the City will provide once every two (2) years, one pair of non-tinted safety eyeglasses with glass lenses acceptable by MIOSHA standards. Upon accidental breakage in connection with the Employee's work as verified by the Employee's supervisor, the broken glasses will be

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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. Employees will be reimbursed for dental expenses incurred for themselves and family up to six hundred fifty dollars (\$650.00) for the year subject to submission of proof of billing and proof of payment for dental services or for the employee's payment of dental insurance premiums.
 2. Any unused portion of an employee's annual reimbursement allowance shall accumulate for utilization for a period of five years.
 3. Effective December 1, 2007, the City will provide, for each employee's family only, 50% of the fees for orthodontic services for the prevention and correction of poorly positioned teeth for a lifetime maximum of \$1,500.00 per family, at least \$500.00 of which must be for services rendered after December 1, 2007, limited to the employee and spouse and dependents until the end of the year said dependents reach age 19.
 4. 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 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.
 - d. Employees may submit dental insurance bills prior to payment.
 5. 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.
 6. 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.

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

36. LIFE AND DISABILITY INSURANCE

- 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 in an amount equal to 100% of the employee's base salary plus \$2,000.00.
 2. The Employer agrees to provide \$250.00 per week to a maximum of 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 has eighteen (18) or more sick leave days to exhaust, then the benefits herein provided shall begin immediately upon the exhaustion of all the Employee's sick leave days.
 - b. If the Employee has 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.
- C. Employees who retire shall receive Life Insurance in the amount of five thousand dollars (\$5,000.00).
- D. Termination of employment while an employee is on disability leave is not an automatic basis for termination of the disability benefit.

37. 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.

38. WORKERS' COMPENSATION

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 Workers' Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Workers' 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 WORKERS' COMPENSATION PAYMENT, BE LESS THAN THE SALARY (AFTER TAXES) THE EMPLOYEE WOULD RECEIVE IF NOT ON WORKERS' COMPENSATION.

Days not worked as a result of on-the-job injury shall not be deducted from the Employee's sick leave bank from the initial time off because of on-the-job injury until the time and date the Employee is considered able to return to work by a City-designated doctor treating the injury. This in no way negates the Employee's right to be treated by 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.

39. PENSIONS

I. GENERAL

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

- A. If an Employee becomes ill or disabled and is unable to perform the work of 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.
- B. Effective January 1, 1990 for members of the Defined Benefit Plan and effective March 17, 1997 for members of the Defined Contribution Plan, the City, at no cost to itself, agrees to the institution of a pension "pick-up" plan for employees, which will allow employees to realize increased disposable income by deferring payment of withholding taxes on their pension contributions in accordance with the applicable provisions of the Internal Revenue codes. The "pick-up" plan as set forth herein shall be instituted as follows:
 1. The City shall pick up the employee contributions required of employees for all compensation earned after the effective date of this provision. The contributions, so picked-up, shall be treated as Employer contributions in determining tax treatment under the United States Revenue Code. Employee contributions picked-up by the City, pursuant to this provision, shall be treated for all other purposes, in the same manner and to the same extent, as employee contributions made prior to the effective date of this provision.
 2. The employee contributions so picked-up shall not be included in gross income for tax purposes until such time as they are distributed by refund or benefit payment.

3. With respect to the Plan Amendment and the "pick-up" of employee pension contributions set forth above, it is expressly understood and agreed as follows:
 - a. The plan amendment is being adopted only for the purpose of allowing employees to take advantage of IRS code provisions which permit governmental employees to tax shelter their pension plan contributions.
 - b. The actual current and future gross salary of the employees will not be affected by the plan amendment.
 - c. Employee contributions will be withheld from actual gross salary and paid to the plan.
 - d. Actual gross salary will continue to serve as the basis for determining the amount of salary related fringe benefits, including retirement benefits.
 - e. Taxable gross salary (salary reported on form W-2) for the employees will be equal to actual gross less the employee contribution to the pension plan.
 - f. The City will maintain information which will permit identification of the amount of employee contribution made before and after the plan amendment. This is necessary in order to determine the extent to which a pension plan distribution is taxable income to the employee at the time the distribution is received.
 - g. The plan amendment is being accomplished by local agreement rather than a change in State law.

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

II. **DEFINED BENEFIT PLAN**

The following provisions shall be applicable to employees participating in the Defined Benefit plan as set forth in the City of Livonia Retirement Ordinance. Only employees hired prior to March 17, 1997 are eligible to participate in the Defined Benefit plan. These provisions shall not apply to employees hired prior to March 17, 1997 who have elected to participate in the Defined Contribution plan as set forth in Section 39.II. below, and the City Retirement Ordinance as amended by the City, or to employees hired after March 17, 1997. Only the spouse of record at the time of retirement or termination shall be eligible for benefits provided under the Defined Benefit Plan.

A. **COST OF LIVING ALLOWANCE:**

1. Employees who retire on or after December 1, 2007 shall receive a cost of living allowance according to the following schedule:

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and Supervisors and Technical Chapter of Local 1917
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1 year after retirement, \$25.00 per month

2 years after retirement, an additional \$25.00 per month, for a total of \$50.00 per month

3 years after retirement, an additional \$25.00 per month, for a total of \$75.00 per month

4 years after retirement, an additional \$25.00 per month, for a total of \$100.00 per month

5 years after retirement, an additional \$25.00 per month, for a total of \$125.00 per month

6 years after retirement, an additional \$25.00 per month, for a total of \$150.00 per month

7 years after retirement, an additional \$25.00 per month, for a total of \$175.00 per month

8 years after retirement, an additional \$25.00 per month, for a total of \$200.00 per month

9 years after retirement, an additional \$25.00 per month, for a total of \$225.00 per month

10 years after retirement, an additional \$25.00 per month, for a total of \$250 per month

2. The pension increases in effect for employees who retired prior to December 1, 2006 are as detailed in the relevant provisions of the parties 2004-2007 Agreement.
- B. Employees who have thirty (30) years of service with the City of Livonia or are age fifty-five (55) and have ten (10) years of service with the City of Livonia may retire with full pension benefits as provided in the City Pension Ordinance.
 - C. 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.
 - D. There shall be no benefit reduction at full social security age.
 - E. Effective May 1, 1997, members of Local 1917 shall contribute 3.66% of wages, which contribution shall be made to the retirement system.

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F. Military Buy-Back:

1. Effective December 1, 1981, employees shall be afforded the opportunity to increase membership service in the Retirement system up to a maximum of three (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 defined in the Michigan Compiled Laws Annotated, 35.61, as amended. Payment must be equal to the product of the Employee's current contribution rate multiplied by the Employee's current annual compensation, multiplied by the number of years and months of active military service to be purchased. It is understood that this service time shall not apply toward vesting in the Retirement System. Also, such payment shall purchase membership service time, but shall not count in the computation of average final compensation.
2. The language has been improved to conform with the Federal definition of "veteran". Unremarried widows and widowers of veterans are included in the buy-back opportunity.
3. The time purchased shall be fully paid prior to retirement, and the terms of the repayment shall be established by the Board of Trustees of the Retirement System.

G. 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.

H. 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 half way between Option A or Option B and a straight life pension.

I. Re-employment: Effective December 1, 1979, in the event a person is re-employed by the City in a Civil Service position, s/he shall become a member of the Retirement System and said Employee shall be eligible for restoration of prior service credit only after s/he has been re-employed for at least five 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 position and had previously withdrawn all his/her accrued benefits from the Retirement System, s/he shall become a member of the Defined Contribution plan as detailed in Article 38II., below.

J. Annuity Withdrawal: Any person retiring for any reason may elect prior to his effective date of retirement, but not thereafter, to be paid his/her accumulated contributions standing to his/her 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 of the accumulated contributions paid. Such actuarial equivalent amount shall be determined on the basis of an annual rate of interest of 6%, compounded annually, and the mortality table adopted by the Board of Trustees for other actuarial calculations.

K. Non-Duty Disability percentages.

Non-Duty Disability Retirement: The maximum number of years applicable for

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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 of Service	Maximum Years Applicable	Maximum Pension Payout Rate Allowed
10-15	20	50.00%
16-20	25	62.50%
Over 20	30 - or actual service, if greater	75.00%

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

- L. 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.
- M. 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 as if the Employee had worked the regular work day.

III. DEFINED CONTRIBUTION PLAN

The following provisions shall be applicable to employees participating in the Defined Contribution plan. The provisions shall apply to all employees hired March 17, 1997 or later. These provisions shall not apply to employees hired prior to March 17, 1997 who have elected to continue to participate in the Defined Benefit plan, as set forth in Article 38.I, above, and the City Retirement Ordinance, as amended. Only the spouse of record at the time of retirement or termination shall be eligible for benefits provided under the Defined Contribution Plan.

- A. 1. For employees hired prior to March 17, 1997, who made the one-time irrevocable election to participate in a Defined Contribution plan rather than the Defined Benefit pension plan, the City will contribute an amount equal to 12% of the employee's wages to said plan and the employee contributing an amount equal to 3.66% of the employee's wages. Effective December 1, 2007, the City's contribution rate shall increase to 13% of the employee's wages.
- 2. Participants in the Defined Contribution plan shall also participate in a disability plan equivalent to 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 disability-related 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 benefits provided for in the Defined Benefit plan.
- B.
1. For employees hired on or after March 17, 1997, the pension 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 3.66% of the employee's wages, with vesting after four (4) years of employment. Effective December 1, 2007, the City's contribution rate shall increase to 8% of the employee's wages. The employee is permitted to contribute additional post tax 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 39.I.D., the City will pay 100% 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.

40. TUITION REIMBURSEMENT

The City of Livonia shall establish a fund for the purpose of reimbursing Local 1917 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.

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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. The maximum payment to any one Employee in any one fiscal year shall be \$600.00. Requests for participation in this program shall be considered on a first-come first-served basis.
5. The amount of the fund for the duration of this contract shall be \$3,475.00 per fiscal year.

41. FIELD TRAINING ALLOWANCE

Effective for the fiscal year beginning December 1, 2007, an annual Field Training allowance in the amount of four hundred dollars (\$400.00) shall be paid to all bargaining unit members by December 10. Employees hired after December 1, 2007 will be paid the increased Field Training Allowance retroactively based upon their date of hire.

42. RATE ADJUSTMENTS

Effective December 1, 2007, rates of pay for classifications in the bargaining unit shall be as provided herein, with wages retroactive for all employees on the payroll on the date of the Union's ratification of this Agreement, April 17, 2008.

- A. Effective December 1, 2007, provide a three percent (3%) increase in rates.
- B. Effective December 1, 2008, provide a three percent (3%) increase in rates.
- C. Effective December 1, 2009, provide a two percent (2%) increase in rates.
- D. The wage rate schedule attached as Appendix A to this agreement governs the wage rates of all persons covered by this agreement and is based upon the proposition that each supervisor at the top step shall receive at least 15% more in wage rate than the top step of the wage rate of the highest paid person whom he or she supervises in the Local 192 bargaining unit.

43. 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 this 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.

44. RATIFICATION

The Union acknowledges that the Employees of the bargaining unit upon the recommendation made by Council No. 25 of the International Union and its local Union ratified this Agreement on April 17, 2008.

45. 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 and Appendices shall not be affected thereby, 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.

46. TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until Midnight, November 30, 2007, except as herein provided.

- A. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date of November 30, 2010, give written notice of termination. If neither party shall give notice of amendment as hereinafter provided, or if each party giving notice of termination withdraw 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 sixty (60) days written notice prior to the current year's termination date.
- B. If either party desires to modify or change this Agreement, it shall sixty (60) days prior to the termination date of November 30, 2010, or any subsequent termination date, give written notice of amendment, in which event the 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 of 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 Mayor, City Hall, 33000 Civic Center Drive, Livonia, Michigan 48154; or to any such address as the Union or the Employer may make available to each other.

47. GENERAL ARTICLE

- A. Residence Requirements. Employees shall be required to establish residence within twenty (20) miles from the nearest boundary of the City of Livonia. The requirement to reside within 20 miles from the nearest boundary of the City does not apply if the person is married and both of the following conditions are met:

1. The person's spouse is employed by another public employer.
2. The person's spouse is subject to a condition of employment or promotion that, if not for Section 2 of act No. 212 of the Public Acts of 1999, would require him or her to reside a distance of less than 20 miles from the nearest boundary of the public employer.

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

In these cases where an employee is within five (5) years of voluntary retirement age, the employee may apply for a permanent residence waiver in accordance with the Civil Service Commission's resolution of March 18, 1976.

- B. Air Conditioned Vehicles.

Where Employees in the following positions are assigned vehicles by the City for business use, the vehicle will be equipped with air conditioning:

Ordinance Enforcement Supervisor
Senior Building Inspector
Senior Electrical Inspector
Senior Engineering Inspector

Senior Plumbing Inspector

- C. The City agrees to reimburse employees up to \$150.00 for repair or replacement of eyeglasses damaged in the course of employment.
- D. The reference in this Agreement to the male gender shall also be considered a reference to the female gender.
- E. Direct Deposit. The Employer will pay wages and other taxable compensation by Automated Clearing House (ACH) direct deposit. Payments deposited in the employees' accounts will be available for use by 8:30 a.m. on the date payment is due. All employees not currently using ACH direct deposit must present a completed direct deposit form to the Payroll Department. All employees currently using Community Choice Credit Union employee deduction for wages must convert to ACH direct deposit at this time.

48. INDEMNIFICATION

- A. Whenever an employee becomes subject to a claim, a liability, a judgment or a monetary imposition or fine resulting from any action taken within the scope of employment and during the course of employment, the Employer agrees to defend, hold harmless and indemnify the employee including all reasonably related costs. The Employer will not defend, hold harmless or indemnify any employee who engages in criminal conduct or conduct which is otherwise illegal, or gross negligence, regardless of whether or not charges are filed by the prosecutor. The determination of whether an employee was acting within the scope and course of his or her employment shall be made on behalf of the employee by the City Attorney. The City Attorney may consult with the appropriate Department Head in making this determination and the City Attorney's decision, using legal principles of *respondeat superior* and limitations on municipal indemnification shall be final. All settlements are subject to the approval of the Employer.

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

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

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

49. VOLUNTARY PEOPLE DEDUCTION

- A. The City agrees to deduct from the wages of any employee who is a member of the Union a voluntary PEOPLE deduction as provided for in a written authorization. Such authorization may be executed by the employee at any time by giving written notice to both the City and the Union. The City agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by remittance.
- B. In the event this provision is deemed to be illegal or in the event the legality of this provision requires the City to offer similar deductions to other entities, this provision shall be null and void and the parties may enter discussions to address possible legal solutions.
- C. The Union agrees to indemnify and hold harmless the City in regards to this provision.

50. EFFECTIVE DATE

This Agreement shall become effective as of December 1, 2007, upon execution of the Agreement.

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

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

CITY OF LIVONIA, A Michigan
Municipal Corporation

By: Jeanette DiFlorio 12/11/05
Jeanette DiFlorio, Council #25
Representative

By: Jack E. Kirksey
Jack E. Kirksey, Mayor

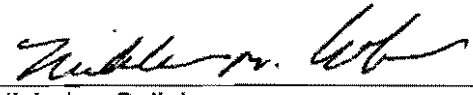
By: Charles Hirst
Charles Hirst
Its Chapter Chairperson

By: Linda Grimsby
Linda Grimsby, City Clerk


By: David R. Bryant
David Bryant
Bargaining Committee


CIVIL SERVICE COMMISSION

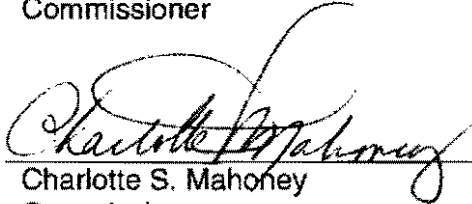
Agreement between the City of Livonia
and Supervisors and Technical Chapter of Local 1917
December 1, 2007 - November 30, 2010

By: 
Nicholas Calleja
Bargaining Committee

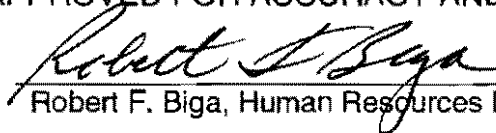
By: 
Harry C. Patigian
Chairperson


By: 
Chris Pargoff
Bargaining Committee

By: 
Ronald E. Campau
Commissioner

By: 
Charlotte S. Mahoney
Commissioner

REVIEWED AND APPROVED FOR ACCURACY AND FORM:


Robert F. Biga, Human Resources Director


Patrick A. Hogan, Director of Public Works


Michael T. Slater, Finance Director


Sean P. Kavanagh, City Attorney


Gregory T. Schultz, Attorney

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 HCB (hospice care benefit) and SOCT (specified oncology clinical trials) Riders, subject to the provisions of Article 34.B.7 and 34.E.

AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES

AFFILIATED WITH AFL-CIO

CITY OF LIVONIA, A Michigan
Municipal Corporation

By: _____ /S/
Leslie Carter, Council #25
Representative

By: _____ /S/
Jack E. Kirksey, Mayor

By: _____ /S/
Riley W. Saylor
Its Chapter Chairperson

By: _____ /S/
Joan McCotter, City Clerk

By: _____ /S/
William J. MacDonald
Bargaining Committee

CIVIL SERVICE COMMISSION

By: _____ /S/
Gary Garrison
Bargaining Committee

By: _____ /S/
Charlotte S. Mahoney
Chairperson

By: _____ /S/
Bruce Kimball

By: _____ /S/
Ronald E. Campau
Commissioner

By: _____ /S/
Harry C. Tatigian
Commissioner

Dated:

LETTER OF UNDERSTANDING

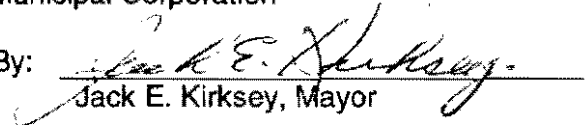
During negotiations for the 2007-2010 Collective Bargaining Agreement, the parties agreed to form a committee to discuss health savings accounts.

AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES


AFFILIATED WITH AFL-CIO

CITY OF LIVONIA, A Michigan
Municipal Corporation

By:  12/14/09
Jeanette Di Florio, Council #25
Representative

By: 
Jack E. Kirksey, Mayor

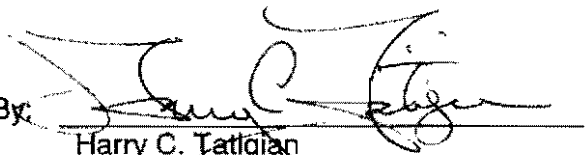
By: 
Charles Hirst
Its Chapter Chairperson

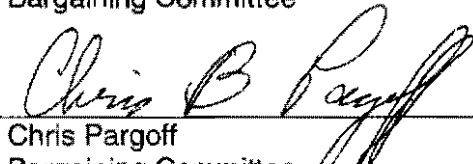
By: 
Linda Grimsby, City Clerk

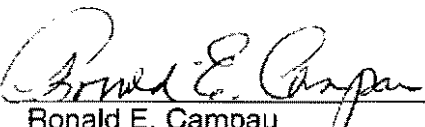
By: 
David Bryant
Bargaining Committee

CIVIL SERVICE COMMISSION

By: 
Nicholas Calleja
Bargaining Committee

By: 
Harry C. Tatigian
Chairperson

By: 
Chris Pargoff
Bargaining Committee

By: 
Ronald E. Campau
Commissioner

By: 
Charlotte S Mahoney
Commissioner

Dated:

LETTER OF UNDERSTANDING

During negotiations for the 1998-2001 Collective Bargaining Agreement, it was agreed that references to age 65 throughout the Agreement are intended to reflect the age when an individual becomes Medicare eligible. Thus, to the extent that any modifications to the law which will affect the age at which an individual becomes Medicare eligible have been made, or may be made in the future, the parties agree to corresponding changes in the Collective Bargaining Agreement to reflect these changes.

AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES

AFFILIATED WITH AFL-CIO

By: _____ /S/
Leslie Carter, Council #25
Representative

By: _____ /S/
Riley W. Saylor
Its Chapter Chairperson

By: _____ /S/
William J. MacDonald
Bargaining Committee

By: _____ /S/
Gary Garrison
Bargaining Committee

By: _____ /S/
Bruce Kimball
Bargaining Committee

CITY OF LIVONIA, A Michigan
Municipal Corporation

By: _____ /S/
Jack E. Kirksey, Mayor

By: _____ /S/
Joan McCotter, City Clerk

CIVIL SERVICE COMMISSION

By: _____ /S/
Charlotte S. Mahoney
Chairperson

By: _____ /S/
Ronald E. Campau
Commissioner

By: _____ /S/
Harry C. Tatigian
Commissioner

LETTER OF UNDERSTANDING

The parties agree that the following will be implemented as the City's Sick Leave Control Program:

PURPOSE: To explain the procedure for identifying and controlling individual employee abuse or misuse of sick leave.

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

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

Sick Leave – Absence, due to illness of an employee or illness in the immediate family except that illness in the immediate family shall be restricted to eight (8) working days per calendar year. Leave for illness in the immediate family shall be granted only if the Department has received medical certification or other reasonable documentation that such illness necessitates the presence of the employee. (Civil Service Rule 25 – Leaves, Section 25.2 Sick Leave [e])

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

Exempt Sick Leave – Sick leave time utilized where the employee has provided a medical certificate.

Medical Certificate & Requirements – A medical certificate is a document from a medical practitioner which indicates the reason and length of the absence and the medical status (i.e., return to work without restrictions, able to return with the following restrictions, etc.). A medical certificate may be required where an employee is absent from work three (3) or more consecutive work days. A medical certificate is required in all cases where an employee has had five (5) or more days of sick leave absence in any thirty (30) day period. (Civil Service Rule 25 – Leaves, Section 25.2 Sick Leave [h] Sick Leave Control [3])

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

Excessive Use of Sick Leave – Any employee who uses ninety-six (96) hours or more of non-exempt sick leave in a calendar year will be determined to have used an excessive amount of sick leave.

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

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

POLICY:

1. It is the responsibility of the foreman or immediate supervisor to be alert to any attendance-related problems in employees that are assigned to them. Should attendance problems occur, they will discuss them with the employee and advise their immediate supervisor of the situation.
2. Employees must request sick leave time off within one-half hour of starting time as set forth in the Departmental rules. An employee who fails to call-in to notify the department of an intention to be absent will have, as a result, no pay for the work day and be subject to appropriate disciplinary action. An employee who calls in beyond one-half hour of starting time will have, as a result, no pay for the period between their start time and the time that they called in and will be subject to appropriate disciplinary action. Due consideration will be given where extraordinary circumstances have occurred.
3. An employee who is absent three (3) consecutive work days without notifying the Department or fails to return from sick leave is subject to loss of seniority and status.
4. Employee's attendance records will be reviewed bi-annually in July and January for the preceding six-month period. For cases where employees have had more than forty-eight (48) hours of non-exempt sick leave use within the previous six-month period, a discussion form will be issued to the employee's supervisor to initiate a dialogue to review the situation with the employee. Employee's attendance records will be reviewed bi-monthly, for the current calendar year only, for use of ninety-six (96) or more hours of non-exempt sick leave to determine if an excessive amount of sick leave use exists.
5. Where an excessive use of sick leave exists, the employee shall be notified by letter at a meeting with the employee's supervisor that s/he is being placed on a six-month attendance review period and the letter shall be a written record of an oral reprimand. During the attendance review period a medical certificate must be

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