

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, 2022  
THROUGH  
NOVEMBER 30, 2025

## TABLE OF CONTENTS

<u>ARTICLE AND TITLE</u>	<u>PAGE</u>
PURPOSE AND INTENT .....	3
1. RECOGNITION OF UNION .....	4
2. MANAGEMENT RIGHTS .....	4
3. UNION RESPONSIBILITIES.....	6
4. UNION SECURITY.....	6
5. UNION DUES AND INITIATION FEES .....	7
6. STEWARDS – REPRESENTATION AND UNION MANAGEMENT MEETINGS .....	7
7. UNION AND EMPLOYER REPRESENTATIVES.....	8
8. GRIEVANCE PROCEDURE .....	8
9. DISCIPLINARY PROCEDURE.....	11
10. SENIORITY .....	11
11. SENIORITY LISTS .....	12
12. LOSS OF SENIORITY .....	12
13. SHIFT PREFERENCE .....	13
14. LAYOFFS.....	13
15. RECALL PROCEDURE .....	13
16. TRANSFERS .....	13
17. VETERANS.....	14
18. RESERVE OR NATIONAL GUARD DUTY .....	14
19. LEAVE FOR UNION BUSINESS.....	15
20. SICK LEAVE .....	15
21. BEREAVEMENT LEAVE.....	17
22. PREGNANCY LEAVE.....	17
23. LONGEVITY PAY.....	17
24. WORKING HOURS.....	18
25. OVERTIME .....	20
26. HOLIDAYS .....	21
27. CALL-IN PAY .....	22
28. VACATIONS .....	22
29. UNION BULLETIN BOARDS .....	23

30. NEW POSITIONS .....	23
31. CLOTHING AND SAFETY EQUIPMENT ALLOWANCE.....	23
32. JURY DUTY .....	24
33. HEALTHCARE COVERAGE.....	24
34. OPTICAL - DENTAL.....	29
35. LIFE INSURANCE AND DISABILITY COVERAGE.....	32
36. PERSONAL BUSINESS.....	33
37. WORKERS' COMPENSATION .....	33
38. RETIREMENT .....	34
39. TUITION REIMBURSEMENT.....	40
40. FIELD TRAINING ALLOWANCE.....	40
41. RATE ADJUSTMENTS .....	40
42. EMPLOYEE VOLUNTARY BENEFIT PROGRAM .....	41
43. OFFSET TO EMPLOYEE FINAL PAY .....	41
44. MAINTENANCE OF CONDITIONS.....	41
45. RATIFICATION .....	42
46. SAVINGS CLAUSE .....	42
47. TERMINATION AND MODIFICATION.....	42
48. GENERAL ARTICLE.....	43
49. SICK LEAVE CONTROL AND TARDINESS.....	43
50. INDEMNIFICATION .....	466
51. EFFECTIVE DATE.....	46
LETTER OF UNDERSTANDING .....	49
LETTER OF UNDERSTANDING .....	50
LETTER OF UNDERSTANDING .....	51
INDEX .....	55
SALARY SCHEDULE	
APPENDIX A – OPTICAL BENEFITS SUMMARY	
APPENDIX B – DENTAL BENEFITS SUMMARY	

Agreement between the City of  
Livonia and Union Local 1917  
December 1, 2022 – November 30, 2025

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

This Agreement entered into on this 11<sup>th</sup> day of January 2023 (Council Resolution 041-23), 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 ensure 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 if 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.

Agreement between the City of  
Livonia and Union Local 1917  
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- 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. The City agrees to deduct from the wages of employees who voluntarily elect to become members of the Union, all Union membership dues and initiation fees as required by the Union. Employees are not required to join the Union as a condition of employment in accordance with applicable state law. Employees who voluntarily elect to pay Union dues shall sign an authorization form, and the City agrees to deduct that amount in accordance with that form. The Treasurer of Michigan AFSCME Council 25 shall certify to the City in writing the amount of initiation fees and dues to be deducted from each employee. The form utilized must be approved by the City.
- B. Employees shall be deemed to be a member in good standing within the meaning of this Article if they are not more than 60 days in arrears in payment of Union dues.

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

#### 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):
  - 1. The City agrees to give each new employee at the time of appointment to a position in the bargaining unit, the current union-authorized payroll dues deduction forms by which the employee shall comply with Paragraph B below. The form utilized must be approved by the City.
  - 2. Those employees who voluntarily elect membership in the Union shall sign the "Authorization for Payroll Deduction " form.
  - 3. Payroll Deduction Form. During the life of this Agreement, the City agrees to deduct Union membership dues levied in accordance with the constitution and bylaws of the Union, from the pay of each employee who executes or has executed the proper "Authorization for Payroll Deduction" form.
- B. When Deductions Begin. Payroll deductions under all properly executed "Authorization for Payroll Deduction" forms shall become effective at the time the application is received by the City and shall be deducted consistent with the form.
- C. Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union with a list for whom dues have been deducted as soon as possible after the 10th day of each month.
- D. Termination of Payroll Deductions. An employee shall cease to be subject to payroll deductions beginning with the month immediately following the month in which they are no longer an employee in the bargaining unit (by reason of death, quit, discharge, layoff, transfer, or for any other reason) or upon providing the City and Union with the employee's intent to no longer be a member of the Union.

#### 6. STEWARDS – REPRESENTATION AND UNION MANAGEMENT MEETINGS

- A. For purposes of maintaining harmonious relations and obtaining representation for all employees, there shall be one steward for Supervisors and one steward for all other employees and one Chapter Chairperson to represent the unit.
- B. A steward or their 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 their 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 Department, 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 managers, as well as Department and/or Division Heads in the various departments where employees in this bargaining unit are employed.
- C. Upon request and approval, Council and International Representatives shall identify themselves to supervision and have access to the premises of the employer during working hours to conduct Union business pertinent to labor-management relations.

#### 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 Manager, or Department or Division Head, as appropriate, within 12 working days of the date of occurrence causing the grievance. If the grievance cannot be resolved verbally with the Manager, or Department or Division Head, the employee shall, within three working days of the discussion with the department, write out the grievance in detail and submit it to the Manager, or Department or Division Head, who shall answer the written grievance in writing within five 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 seven working days after the response of the Manager is to be received. The Department Head shall answer the grievance in writing within five working days or schedule a meeting to discuss the grievance with the Steward, with such meeting to be held within 14 working days of the presentation of the Step 2 appeal. Within five working days from the date of said meeting the department head or designee shall answer the grievance in writing. 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 all cases 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.
- (a) If the grievance still remains unadjusted, and the employee has elected to appeal the grievance to the Civil Service Commission, it shall be presented by the employee or Chapter Chairperson, in writing, to the Civil Service Commission within seven working days after the response from the Department Head is due, except in cases where the employee has elected to appeal to arbitration.
  - (b) The Civil Service Commission shall meet on the grievance within two weeks of the receipt of the grievance and shall respond in writing as soon as possible, but in any event, within 10 working days after the final meeting with respect to same.
  - (c) 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.
- Step 4.
- (a) If the employee has elected to appeal the grievance to arbitration within 10 working days after the decision of the department or division head, as the case may be, either party may 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 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 they substitute their discretion for that of the employer or the Union, nor shall they 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.
- B. The time elements in the 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 based on 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 their job without following the procedure outlined above, they 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 their pay, any adjustment made shall be retroactive to the beginning of the pay period covered by such pay if a grievance is filed within 15 working days of receipt of such paycheck.
- 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 one year from the date of occurrence of the oral reprimand. Written reprimands shall be retained for a period of two years 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, Step 3.

#### 10. SENIORITY

- A. "Seniority" shall mean the length of continuous service by an employee from the original date of employment to a regular position in the classified service or from the original date of employment on a temporary basis which led to regular status without a break in service. Seniority as defined herein shall be applicable to layoffs, promotions, recalls and reemployment of employees. In the event of a transfer to a position in another City department, an employee shall retain all accumulated seniority.
- B. A new employee shall be considered as a probationary employee for the first six months of employment. There shall be no seniority among probationary

employees. 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 and shall no longer be a City employee upon any of the following events:

- A. Employee quits.
- B. Employee is discharged and the discharge is sustained.
- C. Employee is absent from work for three consecutive working days without notifying the Employer.
- D. Employee fails to return from sick leave or leave of absence.
- E. Employee does not return to work when recalled from layoff.
- F. Employee 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 regular 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 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 10 working days after receiving notice of recall, the employee shall be considered to have resigned, unless they request in writing to have their name retained on the layoff list, in which case their 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. Should the City elect, pursuant to the Civil Service Rules and Regulations, to maintain an employee in a temporary position for more than six months, the City will meet with the Union, upon request, to discuss the position.
- C. 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, they shall have accumulated seniority while working in the position to which they were 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 years unless extended by the government and has been honorably discharged from the service and reports for work within 90 days after their discharge. The employee shall be paid at the appropriate step and rate they would have had, had they continued in the employ of the City.
- B. A probationary employee who enters the Armed Forces and meets the foregoing requirements, must complete their probationary period, and upon completing it will have seniority equal to the time they spent in the Armed Forces added to their total seniority, provided that they had been honorably discharged from the service and reports for work within 90 days after their 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 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 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. Regular full-time employees shall accumulate sick leave at the rate of eight hours 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 10 years of service, retirement, duty disability retirement, or in the case of death to the employee's beneficiary or estate, subject to the maximum accumulation provided, based upon the employee's rate of pay at time of termination. Payment will be made in the following manner:

1. Employees hired prior to September 8, 2011, may accumulate sick leave to a maximum of 100 days for payout purposes. The employee will be reimbursed at 60 percent of their pay rate at the time of such payment. Employees may continue to accumulate sick leave beyond the 100-day maximum; however, these days shall not be considered for payout purposes as specified herein.

Effective for employees who separate from employment following January 11, 2023, for employees hired prior to September 8, 2011, payments will be made in the following manner:

Upon termination from the City, accumulated sick leave up to a maximum of 150 days shall be paid out upon termination to Employees as follows:

- a. The first 400 hours (hours 1 to 400) in the Employee's sick leave bank shall be paid based upon 25% of the Employee's hourly rate at the time of termination.
- b. The next 400 hours (hours 401 to 800) in the Employee's sick leave bank shall be paid based upon 50% of the Employee's hourly rate at the time of termination.
- c. The next 400 hours (hours 801-1200) in the Employee's sick leave bank shall be paid based upon 70% of the Employee's hourly rate at the time of termination.

Agreement between the City of  
Livonia and Union Local 1917  
December 1, 2022 – November 30, 2025

- d. Employees who have over 1600 hours in their sick leave bank at the time of termination shall, in addition to the payments in subsections a.-c., above, receive a bonus of \$6,000.
2. Employees hired on or after September 8, 2011, may accumulate sick leave to a maximum of 75 days for payout purposes. The employee will be reimbursed at 60 percent of their pay rate at the time of such payment, which will be paid into the employee's RHSP account. Employees may continue to accumulate sick leave beyond the 75-day maximum; however, these days shall not be considered for payout purposes as specified herein.

Effective for employees who separate from employment following January 11, 2023, for employees hired on or after September 8, 2011, payments will be made in the following manner:

Upon termination from the City, accumulated sick leave up to a maximum of 114 days shall be paid out upon termination to Employees as follows:

- a. The first 304 hours (hours 1 to 304) in the Employee's sick leave bank shall be paid based upon 25% of the Employee's hourly rate at the time of termination.
    - b. The next 304 hours (hours 305 to 608) in the Employee's sick leave bank shall be paid based upon 50% of the Employee's hourly rate at the time of termination.
    - c. The next 304 hours (hours 609-912) in the Employee's sick leave bank shall be paid based upon 70% of the Employee's hourly rate at the time of termination.
    - d. Employees who have over 1600 hours in their sick leave bank at the time of termination shall, in addition to the payments in subsections a.-c., above, receive a bonus of \$6,000 to be paid into the employee's RHSP.
  3. For employees who participate in the City's RHSP, accrued sick leave paid at termination shall be paid into the employee's RHSP account.
- B. Employees who do not use more than four days of their sick leave during the preceding calendar year shall have an additional three days added to their vacation bank the following calendar year.
  - C. An employee who, while on vacation, becomes seriously ill or injured, for three days or more, may use sick leave for such illness or injury upon presentation of

bona fide proof thereof, and approval by the department and the Civil Service Commission provided, however, that the employee or 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 225 for payment purposes, then Local 1917 shall receive the same benefit.

#### 21. BEREAVEMENT LEAVE

- A. An employee shall be allowed up to 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, stepchildren, or grandchildren. An employee shall be allowed up to five 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, Stepmother, Stepfather, Sister-in-Law, Brother-in-Law, Sons-in-Law, Daughters-in-Law, Grandparents of the employee, Mother-in-Law, Father-in-Law, or a member of the employee's Household.
- B. An employee shall be allowed up to four 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 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 working day as 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 any employee who becomes pregnant will be granted a leave of absence on the same basis as the City provides such leaves to Employees for other medical issues. Employees may use earned sick leave, personal business, compensatory time, and vacation time for pregnancy leaves taken pursuant to this Article.

#### 23. LONGEVITY PAY

- A. In recognition of the years of service with the City, employees hired prior to

September 8, 2011, shall receive longevity pay as follows:

1. Upon completion of seven years of service and not more than 14 years of service, an employee shall receive \$750; such pay to commence and accrue from the payroll period in which the employee's 7th anniversary date occurs. Longevity pay which commences upon completion of 14 years of service as provided in A.2 below shall be in lieu of the longevity pay provided herein and not in addition thereto.
2. Upon completion of 14 years of service and not more than 21 years of service, an employee shall receive an additional \$750; such pay to commence and accrue from the payroll period within which the employee's 14th anniversary date occurs.
3. Upon completion of 21 years of service, an employee shall receive an additional \$750; such pay to commence and accrue from the payroll period within which the employee's 21st anniversary date occurs.
4. 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>
7 - 14	\$ 750
14 - 21	\$1,500
21 or over	\$2,250

C. Payment for longevity shall be made once a year in December, prior to December 10<sup>th</sup>. To become eligible for the initial longevity payment, employees must have completed the seventh year of service in the fiscal year preceding the payment in December. To be eligible for additional longevity payments, employees must have completed the 14<sup>th</sup> or 21<sup>st</sup> year in the fiscal year preceding the payment in December.

#### 24. WORKING HOURS

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

Agreement between the City of  
Livonia and Union Local 1917  
December 1, 2022 – November 30, 2025

exclusive of a 30-minute lunch period. The lunch period for DPW employees is 11:00 a.m. to 11:30 a.m. 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 workday. The starting time of any shift shall not be changed without first meeting and consulting with the Union in a special conference at least two 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, 45 cents per hour additional compensation.
2. Employees who work on the third shift shall receive, in addition to their regular pay for the pay period, 50 cents per hour additional compensation.
3. Employees working the second or third shift, because 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.
- G. 1. An employee on stand-by shall receive four hundred and fifty dollars (\$450.00) stand-by pay per week in addition to the employee's other wages

and shall be available for emergency call-in on a 24 hour per day basis for the entire week of on-call status. Effective January 11, 2023, the weekly stand-by pay shall be increased to six hundred dollars (\$600.00). The stand-by schedule will be prepared by Local 1917 with such schedule subject to final approval of the Director of Public Works. The stand-by schedule shall include any Local 1917 employees and any unrepresented employees who are qualified and who elect to participate. Stand-by picks will be done twice per year in six-month intervals and will be for one week at a time in order of City seniority of all interested employees, with unrepresented picking in each round after all 1917 members have made their pick for that round.

2. Only one employee per week shall be assigned stand-by duties.
3. If a service call comes in while an employee is on stand-by, and the call involves an area of expertise of the employee, the stand-by employee shall be responsible to address and solve the problem. The stand-by employee shall be paid the applicable overtime rate for all hours worked when responding to a service call.
4. An employee on stand-by who fails to respond to a call during the employee's stand-by period may be subject to discipline.

#### 25. OVERTIME

- A. Time-and-one-half will be paid to all employees of the bargaining unit:
1. For all hours worked over eight in one day.
  2. For the sixth day of work within a workweek.
  3. For hours more than the regular workweek of 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. Hours worked for the purposes of this provision shall not include time off during which an employee has no paid leave time available to use, including disciplinary suspensions.
- C. Double time will be paid to all Employees of the bargaining unit for all hours worked on the seventh day of work.
- D. 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.

- E. Any employee who works 16 or more hours within a continuous 24-hour period commencing with the starting time of the employee's shift will, whenever possible, be released for an eight-hour period before 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 times the normal straight-time rate for all hours worked in excess of 16 hours until released from work for eight hours. If all or any part of such eight-hour period coincides with the employee's normal workday, 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 hour period, the employee may be excused from work for the remainder of the work day without loss of straight-time pay.
- F. Overtime payments as provided for herein shall be based on the regular workweek as defined in Article 25, if the name of the employee appears on the payroll.
- G. An employee called back to work between two workdays and subsequently released, will be released for a six-hour period before being required to report for their next regular workday. If such release time coincides with the employee's next normal workday, they shall suffer no loss of their straight time pay they would ordinarily earn during such period. An employee shall not normally be required to report back for less than two hours.
- H. 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 120 hours. For all compensatory time in excess of the 120 hours accumulation allowed, a plan must be submitted by the employee by March 30 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 120 hours allowed, not used due to the operating needs of the department will be paid in cash on November 15. Upon termination, employees shall be paid for all accrued compensatory time. The City reserves the right to pay all outstanding compensatory time at the then current rate at any time. An employee shall be able to request a payout of any accrued compensatory time one-time each year by providing notice of such requested payout to the City during the month of October. All accrued compensatory time will be paid out as soon as practical following the request.

## 26. HOLIDAYS

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

on Thursday.

- B. Employees will be paid their current rate based on an eight-hour day for said holidays.
- C. Holidays that occur within the period of an employee's vacation or sick leave shall not be charged against sick leave or vacation banks.
- D. For employees working in a regular Monday through Friday work schedule, should a holiday fall on Saturday, Friday shall be observed as the holiday. Should a holiday fall on Sunday, Monday will be 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 hours or before the beginning of their regular shift, they shall be paid for four hours call-in pay or at the applicable overtime rate, whichever is greater. In the event an employee is called in on Sunday or on the seventh day, they shall be paid four hours call-in pay or double time for all hours worked, whichever is greater. Such payment shall begin from the time the employee begins working. Call-in pay shall consist of four hours irrespective of whether the employee actually works four hours or less unless the employee refuses a job assignment within their classification. This section shall apply to regular full-time as well as temporary employees in the bargaining unit.

28. VACATIONS

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

<u>Years of Service</u>	<u>Hours of Vacation</u>
1 <sup>th</sup> year to 20 <sup>th</sup> year	14 hours per month
21 <sup>st</sup> year to 25 <sup>th</sup> year	15 hours per month
After 25 <sup>th</sup> year	16 hours per month

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

<u>Years of Service</u>	<u>Hours of Vacation</u>
First 5 years	8 hours per month
6 <sup>th</sup> year to 10 <sup>th</sup> year	10 hours per month
11 <sup>th</sup> year to 20 <sup>th</sup> year	11 hours per month
After 20 <sup>th</sup> year	13 hours per month

3. Vacation for all employees may be accumulated up to 496 hours. Any accrued time more than 496 hours shall be lost. The 496-hour maximum accumulation includes any bonus vacation days earned.
  4. Employees will not earn vacation while on an unpaid leave of absence or disciplinary suspension.
- B. Vacations, will, insofar as possible, be granted at times most desired by employees according to their seniority and in line with department policy and operating needs.
  - C. Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks in accordance with departmental policy. Vacation time may, from time to time, be taken in eight-hour increments, if possible, subject to the operating needs of the department.
  - D. A vacation may not be waived by an employee and extra pay received for working during that period.
  - E. If an employee is laid off or retires, they will be paid for all unused vacation hours. A recalled employee shall accrue vacation time based on adjusted seniority from the date of rehire. All seniority earned prior to the layoff will be retained.
  - F. Employees will be paid their current rate based on an eight-hour day while on vacation and will receive credit for any benefits provided in this Agreement.

#### 29. 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.

#### 30. 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.

#### 31. 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 \$500 will be paid once per year by December 10th. Employees who enter the bargaining unit after ratification of this

agreement will be paid a prorated clothing and safety equipment allowance.

- C. The City will provide \$200 to employees in the Senior Clerk classification in the form of a voucher which must be used to purchase department-approved apparel.

### 32. 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.

### 33. HEALTHCARE COVERAGE

- A. The employer agrees to pay the premium for healthcare coverage “base plan” for regular full-time employees, spouses, and dependent children under 19 years of age or the applicable legal age, whichever is higher, subject to employee cost sharing requirements outlined in Section M. below. The health care plan to be provided to employees pursuant to this Section shall be Community Blues PPO, Plan 3, with annual deductible of \$250 per member and \$500 per family; co-insurance of 80%/20% with maximum annual co-insurance payments of \$1,000 per member and \$2,000 per family, and shall include a \$20 office visit co-pay and a \$100 emergency room co-pay, waived if admitted to the hospital. The Rx deductible drug prescription rider shall be a \$10 co-pay for generic drugs, a \$25 co-pay for formulary brand name drugs, a \$50 co-pay for non-formulary brand name drugs and a co-pay of 10% of the cost of the drug, up to a maximum of \$100 per prescription for specialty drugs. The online visit co-pay for employees who utilize online primary care visits will be one-half of the regular office visit co-pay. Employees who utilize mail order prescription services will pay one co-pay for a 90-day drug supply. The prescription is to be filled by generic drug unless the physician directs the prescription to be “Dispensed as Written.”
- B.
  - 1. Employees who retire on or after December 1, 2009 and prior to September 8, 2011, below the age of 65, subject to all other provisions in this Agreement shall have the same plan in effect for employees who retired between December 1, 2006 and December 1, 2009, except that the preferred Rx deductible rider shall be a \$10 co-pay for generic drugs, a \$20 co-pay for formulary brand drugs and a \$30 co-pay for non-formulary drugs.
  - 2. Employees who were hired prior to September 8, 2011 and who retire on or after September 8, 2011 below the age of 65, subject to the provisions in this Article and Article 38, Pensions, shall have Community Blues PPO, Plan 3, with annual deductible of \$250 per member and \$500 per family; co-insurance of 80%/20% with maximum annual co-insurance payments of \$1,000 per member and \$2,000 per family, and shall have a \$20 office visit

Agreement between the City of  
Livonia and Union Local 1917  
December 1, 2022 – November 30, 2025

- co-pay and a \$100 emergency room co-pay. The Rx deductible drug prescription rider shall be a \$10 co-pay for generic drugs, a \$25 for formulary brand name drugs and \$50 for non-formulary brand name drugs.
3. The entire cost of the programs for regular full-time employees who 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 M, below.
  4. When a retiree reaches age 65 healthcare coverage described in Paragraph H. shall become effective. In the event of the death of the retiree the coverage described herein, and as provided in the 2004-2007 Agreement, shall continue for the surviving spouse until age 65, at which time coverage in Paragraph H. shall become effective if the surviving spouse is eligible for retirement benefits under Option (A) or (B) of Title 2, Chapter 96 of Retirement Plan Ordinance.
  5. Employees who retire during the term of this Agreement shall retire with the health insurance plan in effect at the time of their retirement, and shall not be eligible to switch plans until the next open enrollment period, subject to enrollment terms and conditions.
  6. Employees eligible for post-employment insurance benefits who defer retirement after May 14, 2008, shall be eligible to receive health insurance benefits pursuant to the health insurance plan in effect for active employees at the time the retiree begins receiving pension benefits.
  7. Employees who retire and are eligible for post-employment insurance benefits, and who choose not to take such insurance at the time of retirement, shall be eligible to receive health insurance benefits pursuant to the health insurance plan in effect for active employees at the time the retiree elects to begin receiving health insurance benefits. Such employees shall be subject to premium sharing in effect at the time of retirement.
- C. Employees who are hired after September 8, 2011, shall not be entitled to retiree health insurance upon retirement. Instead, the City will contribute to a health reimbursement savings account (RHSP) for use by the employee following separation from employment under the following terms:
1. The City will contribute \$80 per bi-weekly pay period into the employee's RHSP account. Part-time employees shall receive \$40 per bi-weekly pay period. Effective January 11, 2023, the City will contribute \$90 per bi-weekly pay period for full-time employees and \$45 per bi-weekly pay period for part-time employees.
  2. The employee shall vest in the employer contributions following four years

Agreement between the City of  
Livonia and Union Local 1917  
December 1, 2022 – November 30, 2025

of service.

- D. The employer agrees to pay the full premium for the coverage provided under A above for employees receiving a disability pension under the provisions of the Retirement Plan Ordinance, as amended (Title 2, Chapter 96 of the City of Livonia Code of Ordinance), subject to premium sharing that a non-disabled retiree would pay as provided in this Agreement.
- E. Employees and retirees may participate in an alternate health insurance plan (currently Blue Cross/Blue Shield Blue Choice) offered by the City. Employees and new hires selecting the alternative plan with rates higher than those paid the City for Blue Cross/Blue Shield coverage provided in Section A, above, will pay the difference between the rates monthly. If an employee accepts the Option of the alternative plan, it will be deemed that the City has fulfilled its obligations under this Section and Paragraphs A, B and D herein for healthcare coverage and the specific benefits therein provided. Once an employee has selected an alternate healthcare coverage option, no change can be made until the next reopening date. The office visit co-pay, emergency room co-pay, and drug prescription co-pays for the alternative health insurance plan shall be the same as the co-pays for the Blue Cross/Blue Shield plan detailed in Section A, above.
- F. All employees, who retire after December 1, 2006, and before September 8, 2011, spouses and dependents under the age of 19 or the applicable legal age, whichever is higher, participating in alternate plan shall pay a \$10 office visit co-pay and a \$25 emergency room co-pay. Employees who retire on or after September 8, 2011, will have the co-pays provided for in Section A, above, as modified on January 1, 2012, and will pay the difference in cost between the base plan and the alternate if the alternate plan is more expensive as well as any additional cost sharing pursuant to Section M.
- G. The City will furnish, at no cost to the employee, immunization shots for those working in sewer and water classifications and other classifications, as necessary.
- H. The employer agrees to pay the same portion for M-65 coverage provided by Blue Cross/Blue Shield for each retiree and spouse as each attains age 65 as it did in pre-65 coverage, 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.
- I. Employees who are on the active payroll of the City, covered by a health care plan offered by an employer other than the City, and, can establish such coverage, who do not elect to take healthcare coverage offered by the City, may, each enrollment year, at the time of the enrollment period, opt out from City coverage and for said enrollment year receive a \$1,000 payment from the City, which shall be paid monthly in 12 equal installments over the course of the year, as payment in lieu of the healthcare coverage. Once an employee opts out for a given year, the

Agreement between the City of  
Livonia and Union Local 1917  
December 1, 2022 – November 30, 2025

employee will not be able to receive the City's coverage until the next enrollment period, unless the employee loses their eligibility for the alternate coverage.

- J. There shall be no duplicate healthcare 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 healthcare insurance policy or plan as a spouse or dependent under the age of 19 or the applicable legal age, whichever is higher, the spouses and eligible dependents under the age of 19 or the applicable legal age, whichever is higher, of that family shall be covered by only one City provided healthcare 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 healthcare policy or plan.
- K. The City may fulfill its obligations under this Article for providing healthcare 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.
- L. Part-time employees shall contribute one-half of the cost of said premium per month for the Blue Cross/Blue Shield Plan as described or the alternative plan if selected in lieu thereof.
- M. All employees who are receiving employer-provided medical coverage under the base plan shall contribute the greater of a \$35 monthly contribution or the cost of the applicable health insurance as follows:
  - 1. For Family Plan Subscribers, the difference between \$ 20,180.43 and the annual illustrative rate for the Family Plan, if the illustrative rate is higher than \$ 20,180.43, or
  - 2. For Two Person Plan Subscribers, the difference between \$ 15,474.60 and the annual illustrative rate for the Two Person Plan, if the illustrative rate is higher than \$ 15,474.60, or
  - 3. For purposes of determining the amounts employees will pay under a. and b., above, the parties agree that all employees in the categories in a. and b., above, will pay the same amount based upon a weighted average calculation using the aggregate numbers and the aggregate amounts will include all full-time non-uniformed City employees.
  - 4. For Single Plan Subscribers, the difference between \$ 7,399.47 and the annual illustrative rate for the Single Plan, if the illustrative rate is higher than \$ 7,399.47.

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

Agreement between the City of  
Livonia and Union Local 1917  
December 1, 2022 – November 30, 2025

1. For Family Plan Subscribers, the difference between \$ \$ 20,180.43 and the annual illustrative rate for the alternative Family Plan, if the illustrative rate is higher than \$ 20,180.43, or
2. For Two Person Plan Subscribers, the difference between \$ 15,474.60 and the annual illustrative rate for the alternative Two Person Plan, if the illustrative rate is higher than \$ 15,474.60, or
3. For purposes of determining the amounts employees will pay under a. and b., above, the parties agree that all employees in the categories in a. and b., above, will pay the same amount based upon a weighted average calculation using the aggregate numbers and the aggregate amounts will include all full time non-uniformed City employees.
4. For Single Plan Subscribers, the difference between \$ 7,399.47 and the annual illustrative rate for the alternative Single Plan, if the illustrative rate is higher than \$ 7,399.47.

The January 1, 2023, effective caps of \$ 7,399.47, \$ 15,474.60, and \$ 20,180.43 have been adjusted consistent with changes made by the State Treasurer based upon the change in the medical care component of the United States consumer price index for the most recent 12-month period for which data are available from the United States Department of Labor Bureau of Labor Statistics.

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

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

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

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

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

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

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

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

O. 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.

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

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

#### 34. OPTICAL - DENTAL

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

1. Once every two years for each person – an eye examination by an optometrist and a pair of prescription eyeglasses if needed. Coverage of the program includes basic frame selection and bifocal selection of Kryptok

Agreement between the City of  
Livonia and Union Local 1917  
December 1, 2022 – November 30, 2025

or D. S. SEG, 22 mm. Should an eye examination for children under seven by an ophthalmologist be deemed necessary by an optometrist, the bills for the ophthalmological examination may be presented to the Civil Service Department for payment from the optical account; it being understood that such ophthalmological examinations must have resulted from referrals by an optometrist under the group plan.

2. As an alternative to the plan offered above, the employee may select the option of receiving a \$300 reimbursement once every two years subject to submission of proof of billing and proof of payment. This is provided for one family member only and is in lieu of coverage for the remainder of the family.
3. Employees who operate a CRT in the performance of their regular duties for an average of four hours per day may request one eye examination per year from the City Optical Program.
4. Effective March 1, 2024, the optical plan detailed in Appendix B of this Agreement shall replace the plan detailed above in this Section, including the payment for those choosing not to participate. Employees electing to participate in this plan shall be required to contribute 15% of the cost of the plan through payroll deductions.

The City reserves the right to replace the plan detailed in Appendix B with a different plan with comparable benefits during the life of this Agreement.

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

Upon accidental breakage in connection with the employee's work as verified by the employee's manager, the broken glasses will be replaced.

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

1. Employees will be reimbursed for dental expenses incurred for themselves and family up to \$900 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

Agreement between the City of  
Livonia and Union Local 1917  
December 1, 2022 – November 30, 2025

correction of poorly positioned teeth for a lifetime maximum of \$1,500 per family, limited to the employee and spouse and dependents until the end of the year said dependents reach age 19.

4. Dependent coverage will be as follows:
  - a. Dependent Dental Coverage: Dependent coverage for dental reimbursement pursuant to Section 1, above, shall continue through the end of the month in which the dependent turns 19 years of age.
  - b. Dependent Orthodontic Coverage: Dependent coverage for orthodontic services pursuant to Section 3, above, shall continue through the end of the calendar year in which the dependent turns 19 years of age.
5. Reimbursement shall be made as follows:
  - a. Requests for reimbursements provided herein shall be submitted as incurred. Under no circumstances will reimbursement be made for any requests submitted more than 30 days after the fiscal year ends.
  - b. Reimbursements shall be made by the employer within 30 days following the request for reimbursement.
  - c. Employees may apply to the Civil Service Department and ask that the total amount of reimbursement due during the life of this contract be paid in advance of the time set forth above, provided that the employee has established proof by submitting appropriate bills, that their dentist is requiring such payment and said payment will be made directly to the dentist; provided however, that if the employee who receives advance reimbursement under this provision terminates prior to the end of this contract, that employee will be required to pay back on a pro rata basis said reimbursement to be deducted from the employee's last paycheck.
  - d. Employees may submit dental insurance bills prior to payment.
6. An employee who has been or will be reimbursed for dental expenses by a dental plan other than the City of Livonia Plan or from some other source, will not be eligible to receive reimbursement from the City of Livonia Plan.
7. Where both husband and wife are working for the City, each person may be reimbursed separately for dental expenses; provided, however, that a spouse who claims a dental reimbursement may not also be claimed as a dependent for this purpose. In addition, dental expenses for dependent children may be claimed by either parent but both may not claim the same child for reimbursement purposes.

8. Regular part-time employees shall be reimbursed under this program. They shall be reimbursed at one-half the rate full-time employees receive.
9. Effective March 1, 2024, the dental plan detailed in Appendix C of this Agreement shall replace the plan detailed above in this Section. Employees electing to participate in this plan shall be required to contribute any cost above the following caps\* which will be increased each year by the same percentage increase in the health insurance caps:

Single coverage:	\$373 annual
Two-person coverage:	\$709 annual
Family coverage:	\$1,493 annual

\*The rates listed above are based on the rates for the 2022 plan year (which are currently in effect for the LPOA) and will be updated for the 2024 plan year by any percentage increases in health insurance caps that made as provided herein for the 2023 and 2024 plan years.

10. The City reserves the right to replace the plan detailed in Appendix C with a different plan with comparable benefits during the life of this Agreement.
11. Employees will be provided a \$900 dental reimbursement on December 1, 2022, as detailed in subsection 1, above, and a \$225 dental reimbursement in lieu of the \$900 dental reimbursement that would be otherwise paid on that date pursuant to subsection 1, above, on December 1, 2023, after which no further reimbursement will be provided.
12. All unused accumulation earned pursuant to subsection 2, above, not used by March 1, 2024, will be forfeited.
13. Employees who owe the City for dental reimbursement paid in advance must pay back the amount owed to the City prior to March 1, 2024.

### 35. LIFE INSURANCE AND DISABILITY COVERAGE

- A. The employer agrees to provide the following:
  1. Life insurance shall be provided in an amount equal to 100% of the employee's base salary plus \$2,000.
  2. The employer agrees to provide \$250 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 their sick leave benefits and provided, further, that:
    - a. If the employee has 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 18 sick leave days to exhaust, then the benefits hereunder shall not apply until after a 14-calendar day waiting period following the exhaustion of all sick leave benefits.
- B. Employees who retire shall receive life insurance in the amount of \$5,000.
- C. Disability benefits shall cease upon separation. The City, in its sole discretion, may allow disability benefits to be extended beyond separation when extenuating circumstances exist.

### 36. PERSONAL BUSINESS

Personal business, not to exceed two days in any calendar year, shall be allowed employees without loss of pay or deduction from sick leave, provided the Employee has completed their initial six-month probationary period. Said personal business shall be taken in increments of at least two hours. Effective January 11, 2023, employees shall be provided three personal business days in any calendar year.

### 37. 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 for the first 180 days of their Workers' Compensation leave, in addition to Workers' Compensation income, an amount to be paid by the employer sufficient to make up the difference between the Workers' Compensation payments and the employee's post-tax salary. Following the 180-day supplemental period, an employee may use paid leave time to supplement their pay up to 100% of the post-tax salary.

IN NO CASE WILL THE EMPLOYEE'S PAY AFTER WITHHOLDING TAXES (WITH NO CHANGE IN DEDUCTIONS), PLUS THE WORKERS' COMPENSATION PAYMENT, BE MORE 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 their choice in compliance with applicable State Workers' Compensation Laws. Should the employee not return to work by the specified date and time, any further time off shall be deducted from their sick leave bank.

38. RETIREMENT

I. GENERAL

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

- A. If an employee becomes ill or disabled and is unable to perform the work of their classification, the employer will make its best effort to find work for said employee which the employee is capable of performing, taking into consideration the employee's medical condition and the advice of the City Physician and the employee's physician, provided, however, that this provision is not in conflict with the City's Retirement Ordinance.
- B. Effective January 1, 1990, for members of the Defined Benefit Plan and effective March 17, 1997, for members of the Defined Contribution Plan, the City, at no cost to itself, agrees to the institution of a pension "pick-up" plan for employees, which will allow employees to realize increased disposable income by deferring payment of withholding taxes on their pension contributions in accordance with the applicable provisions of the Internal Revenue codes. The "pick-up" plan as set forth herein shall be instituted as follows:
1. The City shall "pick up" the employee contributions required of employees for all compensation earned after the effective date of this provision. The contributions, so "picked-up," shall be treated as employer contributions in determining tax treatment under the United States Revenue Code. Employee contributions "picked-up" by the City, pursuant to this provision, shall be treated for all other purposes, in the same manner and to the same extent, as employee contributions made prior to the effective date of this provision.
  2. The employee contributions so "picked-up" shall not be included in gross income for tax purposes until such time as they are distributed by refund or benefit payment.
  3. With respect to the Plan Amendment and the "pick-up" of employee pension contributions set forth above, it is expressly understood and agreed as follows:
    - a. The plan amendment is being adopted only for the purpose of allowing employees to take advantage of IRS code provisions which permit governmental employees to tax shelter their pension plan contributions.
    - b. The actual current and future gross salary of the employees will not be affected by the plan amendment.
    - c. Employee contributions will be withheld from actual gross salary and paid to the plan.

- d. Actual gross salary will continue to serve as the basis for determining the amount of salary related fringe benefits, including retirement benefits.
  - e. Taxable gross salary (salary reported on form W-2) for the employees will be equal to actual gross less the employee contribution to the pension plan.
  - f. The City will maintain information which will permit identification of the amount of employee contribution made before and after the plan amendment. This is necessary 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:

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

- One year after retirement, \$25 per month
- Two years after retirement, an additional \$25 per month, for a total of \$50 per month
- Three years after retirement, an additional \$25 per month, for a total of \$75 per month
- Four years after retirement, an additional \$25 per month, for a total of \$100 per month

Agreement between the City of  
Livonia and Union Local 1917  
December 1, 2022 – November 30, 2025

- Five years after retirement, an additional \$25 per month, for a total of \$125 per month
  - Six years after retirement, an additional \$25 per month, for a total of \$150 per month
  - Seven years after retirement, an additional \$25 per month, for a total of \$175 per month
  - Eight years after retirement, an additional \$25 per month, for a total of \$200 per month
  - Nine years after retirement, an additional \$25 per month, for a total of \$225 per month
  - 10 years after retirement, an additional \$25 per month, for a total of \$250 per month
- B. Employees who have 30 years of service with the City of Livonia or are age 55 and have 10 years of service with the City of Livonia may retire with full pension benefits as provided in the City Pension Ordinance.
- C. An eligible employee's annuity factor, prior to age 65 or the age the employee becomes eligible to receive full Social Security benefits, whichever is later, even if the employee began receiving reduced benefits at an earlier date, shall be 2.5% for the first 30 years of service, to a maximum "cap" of 75 percent 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.
- 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 years of service based upon active military service prior to employment with the City. 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

Agreement between the City of  
 Livonia and Union Local 1917  
 December 1, 2022 – November 30, 2025

computation of average final compensation.

2. The language has been improved to conform with the Federal definition of "veteran." Unmarried 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. Regular part-time employees may vest in the retirement plan after 10 calendar years, it being understood that retirement benefits for regular part-time employees will be proportional based upon actual years worked.
- 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 halfway 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, they shall become a member of the Retirement System and said employee shall be eligible for restoration of prior service credit only after they have been re-employed for at least five years and makes the necessary payments to the Retirement System to restore prior service credit. 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 their accrued benefits from the Retirement System, they shall become a member of the Defined Contribution plan as detailed in Article 38.III., below.
- J. Annuity Withdrawal: Any person retiring for any reason may elect prior to their effective date of retirement, but not thereafter, to be paid their accumulated contributions standing to their credit in the pension savings fund. Upon such election the retiring member's monthly pension shall be reduced by an amount which is the actuarial equivalent of the accumulated contributions paid. Such actuarial equivalent amount shall be determined based on an annual rate of interest of six percent, 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 determining an eligible employee's non-duty disability retirement pension payout rate pursuant to the Retirement Ordinance shall be based on the following schedule:

<u>Actual Years of Service</u>	<u>Maximum Years Applicable</u>	<u>Maximum Pension Payout Rate Allowed</u>
10-15	20	50.00%

Agreement between the City of  
Livonia and Union Local 1917  
December 1, 2022 – November 30, 2025

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 based on 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 the purposes of figuring average final compensation, be considered to have worked an eight-hour day for each day absent. The employee shall have deducted from their salary supplement an amount equal to the amount which would be deducted as a pension contribution as if the employee had worked the regular workday.

III. DEFINED CONTRIBUTION PLAN

The following provisions shall be applicable to employees participating in the Defined Contribution plan. The provisions shall apply to all employees hired March 17, 1997, or later. These provisions shall not apply to employees hired prior to March 17, 1997, who have elected to continue to participate in the Defined Benefit plan, as set forth in Article 38.II, 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 13% 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 2, 2019, the City will contribute an amount equal to 14% of the employee's wages to said plan and the employee will contribute an amount equal to 4.5% of the employee's wages.
  - 2. Participants in the Defined Contribution plan shall also participate in a disability plan equivalent to the Defined Benefit disability plan as set forth in the City Retirement Ordinance. The City's liability for the disability benefit shall be offset (1) by any amount which may be payable pursuant to the Workers' Compensation Act, if applicable, and (2) by the lifetime annuity value of the employee's 401(a) Defined Contribution retirement account, determined by the actuary as of the effective date of the employee's disability-related separation from service. 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

Agreement between the City of  
Livonia and Union Local 1917  
December 1, 2022 – November 30, 2025

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-month probationary period, will be a Defined Contribution pension plan with the City contributing an amount equal to 11% of the employee's wages and the employee contributing an amount equal to four and one-half percent of the employee's wages, with vesting after four years of employment. Effective January 11, 2023, the City's contribution shall increase to 12% 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 10 years of service and who are at least 55 years of age, the City will pay 50 percent toward the premium of the health care insurance. The employee will pay the difference plus \$35.

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

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

For employees retiring after 25 years of service and who are at least 55 years of age, the City will pay 100 percent of the payments toward premiums. The employee will pay the applicable premium sharing required by Article 33.M.

Employees hired prior to March 17, 1997, shall, upon retirement, have 100 percent of the payments toward premiums paid by the City, subject to premium sharing required by Article 33.M.

39. 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.
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 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 \$800. 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 \$6,000 per fiscal year.

40. FIELD TRAINING ALLOWANCE

An annual Field Training allowance in the amount of \$400 shall be paid to all bargaining unit members, hired, or promoted into the bargaining unit prior to September 8, 2011, by December 10.

41. RATE ADJUSTMENTS

- A. Rates of pay for classifications in the bargaining unit shall be as set forth in the Schedule attached as Appendix A representing the following wage adjustments over the life of this Agreement.

<u>Effective Date</u>	<u>Adjustment</u>
December 1, 2022 (Not Retroactive)	2% wage increase
December 1, 2023	3% wage increase
December 1, 2024	2.5% wage increase

- B. The attached wage rate schedule, Appendix A, 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 ten percent (10%) more in wage rate than the top step of the wage rate of the highest paid person whom they supervise in the Local 192 bargaining unit.

C. Incorporate wage adjustments for the following positions as detailed in the attached schedules with the language referenced below to be included in the wage schedule:

- Building Maintenance Supervisor
- Equipment Maintenance Supervisor
- Roads Supervisor
- Parks Supervisor
- Custodial Supervisor
- Forestry Supervisor
- Meter Supervisor
- Sewer Supervisor
- Sign Supervisor
- Water Supervisor
- Project Supervisor

The changes to the Foreman positions agreed to during bargaining of the 2022-2025 CBA were to recognize the advanced technical skills and market demands of the positions impacted.

#### 42. EMPLOYEE VOLUNTARY BENEFIT PROGRAM

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

#### 43. OFFSET TO EMPLOYEE FINAL PAY

The City has the right to deduct any amounts owed by an Employee to the City arising out of this Collective Bargaining Agreement from an Employee's final pay, including, but not limited to, Clothing and Safety Equipment Allowance (Article 31), Tuition Reimbursement (Article 39), Field Training Allowance (Article 40) and the additional one week pay that was provided to all bargaining unit members who were paid the additional week during the payroll transition period that occurred in May 2007.

#### 44. 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 because 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. Any previous Letters of Understanding that are not contained within or attached to this Agreement shall be considered null and void. 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.

#### 45. 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 January 11, 2023.

#### 46. 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.

#### 47. TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until Midnight, November 30, 2025, except as herein provided.

- A. If either party desires to terminate this Agreement, it shall, 60 days prior to the termination date of November 30, 2025, 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 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, 60 days prior to the termination date of November 30, 2025, 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.

#### 48. GENERAL ARTICLE

- A. The City agrees to reimburse employees up to \$200.00 for repair or replacement of eyeglasses and up to \$200.00 for repair or replacement of employee-owned mobile telephones damaged in the course of employment. Such reimbursement shall be subject to proof of the need for repair or replacement and shall be limited to one time per fiscal year.
- B. 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.
- C. Any employee who did not receive a wage adjustment pursuant to Article 41, above, beyond the annual wage increases detail in Article 41, above, will receive a \$500 signing bonus upon ratification of this Agreement.
- D. During the bargaining of the 2022-2025 CBA it was agreed that the title "Foreman" would be replaced with "Supervisor" to better illustrate and recognize the advanced technical skills and market demands of the foreperson's classifications.

#### 49. SICK LEAVE CONTROL AND TARDINESS

##### A. Sick Leave Control.

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

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

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

Immediate family, spouse, children of the employee, and parents or grandparents of either employee or spouse and applies to sick leave only. Child is defined as a biological, adopted, and foster child, as well as stepchild, legal ward or child of a person standing in loco parentis, who is either under 18, or over 18 and incapable of self-care because of physical

or mental disability (Civil Service Rule 25 Leaves, Section 25.2 Sick Leave [f]).

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

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

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

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

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

- Each month earning a sick leave day and using the sick leave day with no sick leave hours or a small amount of sick leave hours in the bank.
  - Frequent use of sick leave days on Monday, Friday, or in conjunction with other days off.
  - Excessive use of sick leave.
2. It is the responsibility of the supervisor or immediate manager 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 manager of the situation.
  3. Employees must request sick leave time off within one-half hour of starting time as set forth in the Departmental rules. An employee who fails to call in

to notify the department of an intention to be absent will have, as a result, no pay for the workday and be subject to appropriate disciplinary action. An employee who calls in beyond one-half hour of starting time will have, as a result, no pay for the period between their start time and the time that they called in and will be subject to appropriate disciplinary action. Due consideration will be given where extraordinary circumstances have occurred.

4. An employee who is absent three consecutive workdays without notifying the Department or fails to return from sick leave is subject to loss of seniority and status.
5. Employees attendance records will be reviewed bi-annually in July and January for the preceding six-month period. For cases where employees have had more than 36 hours of non-exempt sick leave use within the previous six-month period, a discussion form will be issued to the employees manager to initiate a dialogue to review the situation with the employee. Following the issuance of the discussion form, the employee's attendance records will be reviewed periodically for determination of whether an excessive amount of sick leave use exists and whether discipline is appropriate.
6. The number of hours utilized in this Article serve as general guidelines and in no way are intended to prevent the City from reviewing and, if necessary, disciplining employees for sick leave abuse in situations where the City believes sick leave abuse has occurred even where the hours' guidelines have not been met. Additionally, the City's failure to act against employees who have exceeded the hours guidelines contained in this LOU does not prevent the City from taking subsequent action against an employee for additional sick leave use.
7. Where an excessive use of sick leave exists, the employee shall be notified by letter at a meeting with the employees manager that they are being placed on a six-month attendance review period and the letter shall be a written record of an oral reprimand. During the attendance review period, a medical certificate must be provided for any use of sick leave. Where the attendance problem persists, the employee will be subject to an extended attendance review period and appropriate progressive discipline.
8. These provisions are subject to the provisions of the FMLA.

B. Tardiness

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

50. 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 charges are filed by the prosecutor. The determination of whether an employee was acting within the scope and course of their employment shall be made on behalf of the employee by the City Attorney. The City Attorney may consult with the appropriate Department Head in making this determination and the City Attorney's decision, using legal principles of respondent 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.

51. EFFECTIVE DATE

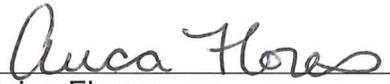
This Agreement shall become effective as of January 11, 2023, upon execution of the Agreement.

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

Agreement between the City of  
Livonia and Union Local 1917  
December 1, 2022 – November 30, 2025

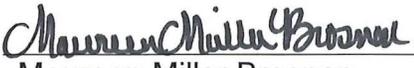
AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES  
AFFILIATED WITH AFL-CIO

By:   
Ronda Trowse  
Council #25 Representative

By:   
Arica Flores  
Local 1917, Chapter Chair

By:   
Edwin Hoffman  
Local 1917, Secretary

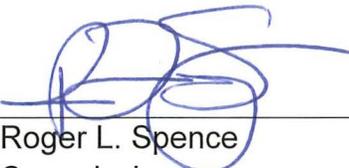
CITY OF LIVONIA, A Michigan  
Municipal Corporation

By:   
Maureen Miller Brosnan  
Mayor

By:   
Susan M. Nash  
City Clerk

CIVIL SERVICE COMMISSION

By:   
Charlotte S. Mahoney  
Chairperson

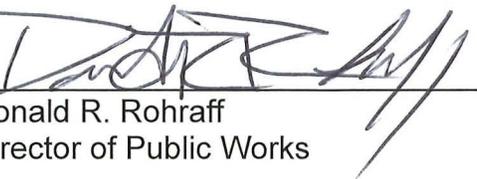
By:   
Roger L. Spence  
Commissioner

By:   
James Wenson  
Commissioner

Agreement between the City of  
Livonia and Union Local 1917  
December 1, 2022 – November 30, 2025

REVIEWED AND APPROVED FOR ACCURACY AND FORM:

By:   
Jeannine Laible  
Human Resources Director

By:   
Donald R. Rohraff  
Director of Public Works

By:   
Michael T. Slater  
Director of Finance

By:   
Paul A. Bernier  
City Attorney

By:   
Gregory T. Schultz  
Attorney

Agreement between the City of  
Livonia and Union Local 1917  
December 1, 2022 – November 30, 2025

LETTER OF UNDERSTANDING

During negotiations for the 1999-2002 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

CITY OF LIVONIA, A Michigan  
Municipal Corporation

By:                                   / S /  
Jeanette DiFlorio, Council #25  
Representative

By:                                   / S /  
Jack E. Kirksey, Mayor

By:                                   / S /  
Charles Hirst  
Its Chapter Chairperson

By:                                   / S /  
Linda B. Grimsby, City Clerk

By:                                   / S /  
David Bryant  
Bargaining Committee

CIVIL SERVICE COMMISSION

By:                                   / S /  
Charlotte S. Mahoney  
Chairperson

By:                                   / S /  
Nicholas Calleja  
Bargaining Committee

By:                                   / S /  
Ronald E. Campau  
Commissioner

By:                                   / S /  
Chris Pargoff  
Bargaining Committee

By:                                   / S /  
Harry C. Tatigian  
Commissioner

Agreement between the City of  
Livonia and Union Local 1917  
December 1, 2022 – November 30, 2025

LETTER OF UNDERSTANDING

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

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

CITY OF LIVONIA, A Michigan  
Municipal Corporation

By: \_\_\_\_\_ /S/  
Jeanette DiFlorio  
Council #25 Representative

By: \_\_\_\_\_ /S/  
Robert F. Biga  
Human Resources Director

By: \_\_\_\_\_ /S/  
Union President

Agreement between the City of  
Livonia and Union Local 1917  
December 1, 2022 – November 30, 2025

LETTER OF UNDERSTANDING

During negotiations for the December 1, 2010, through November 30, 2013 Collective Bargaining Agreement, the parties agreed as follows:

The parties agree to form a committee at the request of either party at any time during the life of this Agreement to discuss alternative options to the current foreman standby process.

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

CITY OF LIVONIA, A Michigan  
Municipal Corporation

By: \_\_\_\_\_ /S/  
Jeanette DiFlorio  
Council #25 Representative

By: \_\_\_\_\_ /S/  
Robert F. Biga  
Human Resources Director

By: \_\_\_\_\_ /S/  
Union President

Agreement between the City of  
Livonia and Union Local 1917  
December 1, 2022 – November 30, 2025

**LETTER OF UNDERSTANDING  
BETWEEN  
City of Livonia  
and  
AFSCME COUNCIL 25, Local 1917**

**December 1<sup>st</sup>, 2022**

THIS LETTER OF UNDERSTANDING is entered into by and between the City of Livonia (“City”) and AFSCME Council 25, Local 1917 (“Union”).

WHEREAS, as part of bargaining the 2022-2025 Collective Bargaining Agreement (“2022-2025 Agreement”), the parties discussed the issue of an alternate summer work schedule for DPW employees and a voluntary alternate work schedule for all employees;

WHEREAS, the parties recognized that use of such alternate schedules should be on a trial basis during the term of this Letter of Understanding;

WHEREAS, the parties have come to agreement to establish work conditions under these alternate schedules during the life of the 2022-2025 Agreement;

NOW THEREFORE, the parties have agreed to the following:

1. During the life of the parties’ 2022-2025 Agreement, the parties will implement, on a trial basis, an alternate work schedule for all employees, as detailed in Paragraph 2 below, and an alternate summer work schedule for DPW employees only, as detailed in Paragraph 3, below.
2. Notwithstanding anything to the contrary in the parties’ 2022-2025 Agreement, any employee may work a 4-day, 10-hour workweek schedule, or some alternative work schedule, if requested by the employee and approved, in writing, by the Department Head of the Department in which the employee works. Any alternate schedule approved pursuant to this Letter of Understanding, shall consist of a 40-hour work schedule as provided in the parties’ 2022-2025 Agreement.
3. Notwithstanding anything to the contrary in the parties’ 2022-2025 Agreement, the City shall have the right to convert to a 4-day, 10-hour workweek schedule for all employees in the Department of Public Works from Memorial Day to Labor Day in any year of the 2022-2025 Agreement. Should the City elect to do so, it will provide notice to the Union and employees by March 1 of each year. In any year the City elects to utilize this alternative schedule, employees may request to opt-out of the 4-day, 10-hour workweek schedule and continue to work the regular 5-day schedule, and such request will be granted if, in the City’s discretion, the request is operationally feasible. The actual hours to be added to achieve the 10-hour day schedule will be determined by the City, but may include a schedule that uses a starting time earlier than the regular schedule.

Agreement between the City of  
Livonia and Union Local 1917  
December 1, 2022 – November 30, 2025

4. In any year where the Department of Public Works elects to utilize a 4-day workweek pursuant to Paragraph 3, above, all DPW field employees who are selected to work the 4-day schedule shall work the same 4-day schedule and will be off on the same day, which will either be a Monday or a Friday.
5. The City reserves the right to maintain an individual employee or group of employees (for example, custodians) on the regular schedule for operational reasons.
6. Employees who utilize vacation, sick time or any other daily use of time for the full day while working a 4-day work schedule will be charged with, and paid for, the actual number of hours the employee was scheduled to work on the day the vacation, sick day or other daily use of time was utilized.
7. In any week where the City is closed for at least one day because of a City-recognized Holiday, the alternate schedules provided in Paragraphs 2 and 3, above, shall not apply and the employee will work a regular 8-hour schedule during all days that the City is open during that Holiday week.
8. If any alternate work schedule utilized pursuant to this Letter of Understanding results in an employee being scheduled to work more than eight (8) hours in a day, the provision in Article 32, Overtime, Section B providing for time and one-half for hours worked above the eight (8) hours in one day, shall not be applicable. Instead, employees working an alternate schedule that results in the employee being scheduled to work more than eight (8) hours in a day shall be paid time and one-half for all hours worked in a day beyond the scheduled number of hours. (For example, an employee working a 4-day, 10-hour schedule will be paid time and one-half for all hours worked in a day over 10 hours.)
9. Employees who are working an alternate schedule in a given week pursuant to this Letter of Understanding and who are required to work on a day they were not scheduled to work under the alternate schedule but that they would have otherwise worked under their regular schedule, will be paid time and one-half for all hours worked on that day.
10. The parties will meet following ratification of this Letter of Understanding to discuss the specific details of the DPW summer 4-day, 10-hour schedule detailed in Paragraph 3, above. Such discussions will not prevent the City from utilizing the alternate schedule during the summer of 2023 or any other year of the parties' 2022-2025 Agreement consistent with this Letter of Understanding. Additionally, the parties agree to meet to address any concerns of either party or any issues that develop with respect to the voluntary alternate schedules detailed in Paragraph 2, above.
11. This Letter of Understanding will expire at the end of the parties' 2022-2025 Agreement, subject to negotiations for the successor agreement.

Agreement between the City of  
Livonia and Union Local 1917  
December 1, 2022 – November 30, 2025

12. Nothing in this provision is intended to take away the City's right to otherwise modify schedules during the term of this Letter of Understanding or in the future based upon its implied management rights and expressed management rights detailed in the parties' 2022-2025 Agreement.
13. Any modification of this Letter of Understanding during the term of the parties 2022-2025 must be agreed upon by both parties.

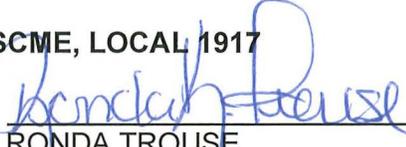
IN WITNESS HEREOF, the parties have executed in duplicate originals this Letter of Understanding as of this 11<sup>th</sup> day of January 2023.

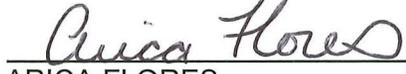
**CITY OF LIVONIA**

By:   
MAUREEN MILLER BROSNAN  
Its: Mayor

By:   
JEANNINE LAIBLE  
Its: Human Resource Director

**AFSCME, LOCAL 1917**

By:   
RONDA TROUSE  
Its: Business Agent

By:   
ARICA FLORES  
Its: Chapter Chair

**INDEX**

<b><u>ARTICLE</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
21	BEREAVEMENT LEAVE	17
27	CALL-IN PAY	22
31	CLOTHING AND SAFETY EQUIPMENT ALLOWANCE	23
9	DISCIPLINARY PROCEDURE	11
51	EFFECTIVE DATE	46
42	EMPLOYEE VOLUNTARY BENEFIT PROGRAM	41
40	FIELD TRAINING ALLOWANCE	40
48	GENERAL ARTICLE	43
8	GRIEVANCE PROCEDURE	8
33	HEALTHCARE COVERAGE	24
26	HOLIDAYS	21
50	INDEMNIFICATION	46
	INDEX	55
32	JURY DUTY	24
14	LAYOFFS	13
19	LEAVE FOR UNION BUSINESS	15
	LETTER OF UNDERSTANDING	49
	LETTER OF UNDERSTANDING	50
	LETTER OF UNDERSTANDING	51
35	LIFE INSURANCE AND DISABILITY COVERAGE	32
23	LONGEVITY PAY	17
12	LOSS OF SENIORITY	12
44	MAINTENANCE OF CONDITIONS	41
2	MANAGEMENT RIGHTS	4
30	NEW POSITIONS	23
43	OFFSET TO EMPLOYEE FINAL PAY	41
34	OPTICAL - DENTAL	29
25	OVERTIME	20
36	PERSONAL BUSINESS	33
22	PREGNANCY LEAVE	17
	PURPOSE AND INTENT	3
41	RATE ADJUSTMENTS	40
45	RATIFICATION	42
15	RECALL PROCEDURE	13
1	RECOGNITION OF UNION	4
18	RESERVE OR NATIONAL GUARD DUTY	14
38	RETIREMENT	34
46	SAVINGS CLAUSE	42
10	SENIORITY	11

Agreement between the City of  
 Livonia and Union Local 1917  
 December 1, 2022 – November 30, 2025

11	SENIORITY LISTS	12
13	SHIFT PREFERENCE	13
20	SICK LEAVE	15
49	SICK LEAVE CONTROL AND TARDINESS	43
6	STEWARDS – REPRESENTATION AND UNION MANAGEMENT MEETINGS	7
47	TERMINATION AND MODIFICATION	42
16	TRANSFERS	13
39	TUITION REIMBURSEMENT	40
7	UNION AND EMPLOYER REPRESENTATIVES	8
29	UNION BULLETIN BOARDS	23
5	UNION DUES AND INITIATION FEES	7
3	UNION RESPONSIBILITIES	6
4	UNION SECURITY	6
28	VACATIONS	22
17	VETERANS	14
37	WORKERS' COMPENSATION	33
24	WORKING HOURS	18
	APPENDIX A – OPTICAL BENEFITS SUMMARY	
	APPENDIX B – DENTAL BENEFITS SUMMARY	
	SALARY SCHEDULE	

**CIVIL SERVICE DEPARTMENT  
AFSCME - LOCAL 1917  
2022-2025 WAGE RATE SCHEDULE  
EFFECTIVE 12/01/22**

CLASSIFICATION		2%			3.0%			2.5%		
		2022-2023			2023-2024			2024-2025		
		HOURLY	BI-WEEKLY	ANNUAL	HOURLY	BI-WEEKLY	ANNUAL	HOURLY	BI-WEEKLY	ANNUAL
<b>BUILDING MAINTENANCE SUPERVISOR*</b>	STEP 3	35.98	2,878.40	74,838.40	37.06	2,964.80	77,084.80	37.99	3,039.20	79,019.20
	STEP 4	37.42	2,993.60	77,833.60	38.54	3,083.20	80,163.20	39.50	3,160.00	82,160.00
	STEP 5	38.92	3,113.60	80,953.60	40.09	3,207.20	83,387.20	41.09	3,287.20	85,467.20
<b>CENTRAL RECORDS SUPERVISOR</b>	STEP 1	30.15	2,412.00	62,712.00	31.05	2,484.00	64,584.00	31.83	2,546.40	66,206.40
	STEP 1.5	30.77	2,461.60	64,001.60	31.69	2,535.20	65,915.20	32.48	2,598.40	67,558.40
	STEP 2	31.41	2,512.80	65,332.80	32.35	2,588.00	67,288.00	33.16	2,652.80	68,972.80
	STEP 3	32.65	2,612.00	67,912.00	33.63	2,690.40	69,950.40	34.47	2,757.60	71,697.60
	STEP 4	33.98	2,718.40	70,678.40	35.00	2,800.00	72,800.00	35.88	2,870.40	74,630.40
	STEP 5	35.34	2,827.20	73,507.20	36.40	2,912.00	75,712.00	37.31	2,984.80	77,604.80
<b>COMMUNICATIONS SUPERVISOR</b>	STEP 1	34.79	2,783.20	72,363.20	35.83	2,866.40	74,526.40	36.73	2,938.40	76,398.40
	STEP 1.5	35.47	2,837.60	73,777.60	36.53	2,922.40	75,982.40	37.44	2,995.20	77,875.20
	STEP 2	36.14	2,891.20	75,171.20	37.22	2,977.60	77,417.60	38.15	3,052.00	79,352.00
	STEP 3	37.62	3,009.60	78,249.60	38.75	3,100.00	80,600.00	39.72	3,177.60	82,617.60
	STEP 4	39.17	3,133.60	81,473.60	40.35	3,228.00	83,928.00	41.36	3,308.80	86,028.80
	STEP 5	40.75	3,260.00	84,760.00	41.97	3,357.60	87,297.60	43.02	3,441.60	89,481.60
<b>CONSTRUCTION ASSISTANT/ SOIL EROSION INSPECTOR</b>	STEP 1	34.79	2,783.20	72,363.20	35.83	2,866.40	74,526.40	36.73	2,938.40	76,398.40
	STEP 1.5	35.47	2,837.60	73,777.60	36.53	2,922.40	75,982.40	37.44	2,995.20	77,875.20
	STEP 2	36.14	2,891.20	75,171.20	37.22	2,977.60	77,417.60	38.15	3,052.00	79,352.00
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	STEP 4	39.17	3,133.60	81,473.60	40.35	3,228.00	83,928.00	41.36	3,308.80	86,028.80
	STEP 5	40.75	3,260.00	84,760.00	41.97	3,357.60	87,297.60	43.02	3,441.60	89,481.60
<b>CUSTODIAL SUPERVISOR*</b>	STEP 3	34.28	2,742.40	71,302.40	35.31	2,824.80	73,444.80	36.19	2,895.20	75,275.20
	STEP 4	35.65	2,852.00	74,152.00	36.72	2,937.60	76,377.60	37.64	3,011.20	78,291.20
	STEP 5	37.08	2,966.40	77,126.40	38.19	3,055.20	79,435.20	39.14	3,131.20	81,411.20
<b>EQUIPMENT MAINTENANCE SUPERVISOR*</b>	STEP 3	35.98	2,878.40	74,838.40	37.06	2,964.80	77,084.80	37.99	3,039.20	79,019.20
	STEP 4	37.42	2,993.60	77,833.60	38.54	3,083.20	80,163.20	39.50	3,160.00	82,160.00
	STEP 5	38.92	3,113.60	80,953.60	40.09	3,207.20	83,387.20	41.09	3,287.20	85,467.20

\*Title Change from Foreman to Supervisor

**CIVIL SERVICE DEPARTMENT  
AFSCME - LOCAL 1917  
2022-2025 WAGE RATE SCHEDULE  
EFFECTIVE 12/01/22**

<u>CLASSIFICATION</u>		2%			3.0%			2.5%		
		2022-2023			2023-2024			2024-2025		
		<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>	<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>	<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>
<b>FIRE EQUIPMENT MECHANIC SUPERVISOR</b>	STEP 3	35.98	2,878.40	74,838.40	37.06	2,964.80	77,084.80	37.99	3,039.20	79,019.20
	STEP 4	37.42	2,993.60	77,833.60	38.54	3,083.20	80,163.20	39.50	3,160.00	82,160.00
	STEP 5	38.92	3,113.60	80,953.60	40.09	3,207.20	83,387.20	41.09	3,287.20	85,467.20
<b>FIRE EQUIPMENT MECHANIC SUPERVISOR (BEFORE 12/1/12)</b>	STEP 1	34.79	2,783.20	72,363.20	35.83	2,866.40	74,526.40	36.73	2,938.40	76,398.40
	STEP 1.5	35.47	2,837.60	73,777.60	36.53	2,922.40	75,982.40	37.44	2,995.20	77,875.20
	STEP 2	36.14	2,891.20	75,171.20	37.22	2,977.60	77,417.60	38.15	3,052.00	79,352.00
	STEP 3	37.62	3,009.60	78,249.60	38.75	3,100.00	80,600.00	39.72	3,177.60	82,617.60
	STEP 4	39.17	3,133.60	81,473.60	40.35	3,228.00	83,928.00	41.36	3,308.80	86,028.80
	STEP 5	40.75	3,260.00	84,760.00	41.97	3,357.60	87,297.60	43.02	3,441.60	89,481.60
<b>FORESTRY SUPERVISOR*</b>	STEP 3	34.28	2,742.40	71,302.40	35.31	2,824.80	73,444.80	36.19	2,895.20	75,275.20
	STEP 4	35.65	2,852.00	74,152.00	36.72	2,937.60	76,377.60	37.64	3,011.20	78,291.20
	STEP 5	37.08	2,966.40	77,126.40	38.19	3,055.20	79,435.20	39.14	3,131.20	81,411.20
<b>METER SUPERVISOR*</b>	STEP 3	34.28	2,742.40	71,302.40	35.31	2,824.80	73,444.80	36.19	2,895.20	75,275.20
	STEP 4	35.65	2,852.00	74,152.00	36.72	2,937.60	76,377.60	37.64	3,011.20	78,291.20
	STEP 5	37.08	2,966.40	77,126.40	38.19	3,055.20	79,435.20	39.14	3,131.20	81,411.20
<b>ORDINANCE ENFORCEMENT SUPERVISOR</b>	STEP 1	34.79	2,783.20	72,363.20	35.83	2,866.40	74,526.40	36.73	2,938.40	76,398.40
	STEP 1.5	35.47	2,837.60	73,777.60	36.53	2,922.40	75,982.40	37.44	2,995.20	77,875.20
	STEP 2	36.14	2,891.20	75,171.20	37.22	2,977.60	77,417.60	38.15	3,052.00	79,352.00
	STEP 3	37.62	3,009.60	78,249.60	38.75	3,100.00	80,600.00	39.72	3,177.60	82,617.60
	STEP 4	39.17	3,133.60	81,473.60	40.35	3,228.00	83,928.00	41.36	3,308.80	86,028.80
	STEP 5	40.75	3,260.00	84,760.00	41.97	3,357.60	87,297.60	43.02	3,441.60	89,481.60
<b>PARKS SUPERVISOR*</b>	STEP 3	34.28	2,742.40	71,302.40	35.31	2,824.80	73,444.80	36.19	2,895.20	75,275.20
	STEP 4	35.65	2,852.00	74,152.00	36.72	2,937.60	76,377.60	37.64	3,011.20	78,291.20
	STEP 5	37.08	2,966.40	77,126.40	38.19	3,055.20	79,435.20	39.14	3,131.20	81,411.20
<b>PROJECT SUPERVISOR*</b>	STEP 3	34.28	2,742.40	71,302.40	35.31	2,824.80	73,444.80	36.19	2,895.20	75,275.20
	STEP 4	35.65	2,852.00	74,152.00	36.72	2,937.60	76,377.60	37.64	3,011.20	78,291.20
	STEP 5	37.08	2,966.40	77,126.40	38.19	3,055.20	79,435.20	39.14	3,131.20	81,411.20

\*Title Change from Foreman to Supervisor

**CIVIL SERVICE DEPARTMENT  
AFSCME - LOCAL 1917  
2022-2025 WAGE RATE SCHEDULE  
EFFECTIVE 12/01/22**

CLASSIFICATION		2%			3.0%			2.5%		
		2022-2023			2023-2024			2024-2025		
		HOURLY	BI-WEEKLY	ANNUAL	HOURLY	BI-WEEKLY	ANNUAL	HOURLY	BI-WEEKLY	ANNUAL
<b>ROADS SUPERVISOR*</b>	STEP 3	34.28	2,742.40	71,302.40	35.31	2,824.80	73,444.80	36.19	2,895.20	75,275.20
	STEP 4	35.65	2,852.00	74,152.00	36.72	2,937.60	76,377.60	37.64	3,011.20	78,291.20
	STEP 5	37.08	2,966.40	77,126.40	38.19	3,055.20	79,435.20	39.14	3,131.20	81,411.20
<b>SENIOR BUILDING INSPECTOR</b>	STEP 5	42.74	3,419.20	88,899.20	44.02	3,521.60	91,561.60	45.12	3,609.60	93,849.60
<b>SENIOR CLERK</b>	STEP 1	25.64	2,051.20	53,331.20	26.41	2,112.80	54,932.80	27.07	2,165.60	56,305.60
	STEP 1.5	26.10	2,088.00	54,288.00	26.88	2,150.40	55,910.40	27.55	2,204.00	57,304.00
	STEP 2	26.60	2,128.00	55,328.00	27.40	2,192.00	56,992.00	28.09	2,247.20	58,427.20
	STEP 3	27.69	2,215.20	57,595.20	28.52	2,281.60	59,321.60	29.23	2,338.40	60,798.40
	STEP 4	28.78	2,302.40	59,862.40	29.64	2,371.20	61,651.20	30.38	2,430.40	63,190.40
STEP 5	29.91	2,392.80	62,212.80	30.81	2,464.80	64,084.80	31.58	2,526.40	65,686.40	
<b>SENIOR ELECTRICAL INSPECTOR</b>	STEP 5	40.75	3,260.00	84,760.00	41.97	3,357.60	87,297.60	43.02	3,441.60	89,481.60
<b>SENIOR ENGINEERING INSPECTOR</b>	STEP 1	34.79	2,783.20	72,363.20	35.83	2,866.40	74,526.40	36.73	2,938.40	76,398.40
	STEP 1.5	35.47	2,837.60	73,777.60	36.53	2,922.40	75,982.40	37.44	2,995.20	77,875.20
	STEP 2	36.14	2,891.20	75,171.20	37.22	2,977.60	77,417.60	38.15	3,052.00	79,352.00
	STEP 3	37.62	3,009.60	78,249.60	38.75	3,100.00	80,600.00	39.72	3,177.60	82,617.60
	STEP 4	39.17	3,133.60	81,473.60	40.35	3,228.00	83,928.00	41.36	3,308.80	86,028.80
STEP 5	40.75	3,260.00	84,760.00	41.97	3,357.60	87,297.60	43.02	3,441.60	89,481.60	
<b>SENIOR HEATING INSPECTOR</b>	STEP 5	40.75	3,260.00	84,760.00	41.97	3,357.60	87,297.60	43.02	3,441.60	89,481.60
<b>SENIOR PLUMBING INSPECTOR</b>	STEP 5	40.75	3,260.00	84,760.00	41.97	3,357.60	87,297.60	43.02	3,441.60	89,481.60
<b>SEWER SUPERVISOR*</b>	STEP 3	34.28	2,742.40	71,302.40	35.31	2,824.80	73,444.80	36.19	2,895.20	75,275.20
	STEP 4	35.65	2,852.00	74,152.00	36.72	2,937.60	76,377.60	37.64	3,011.20	78,291.20
	STEP 5	37.08	2,966.40	77,126.40	38.19	3,055.20	79,435.20	39.14	3,131.20	81,411.20
<b>SIGN SUPERVISOR*</b>	STEP 3	34.28	2,742.40	71,302.40	35.31	2,824.80	73,444.80	36.19	2,895.20	75,275.20
	STEP 4	35.65	2,852.00	74,152.00	36.72	2,937.60	76,377.60	37.64	3,011.20	78,291.20
	STEP 5	37.08	2,966.40	77,126.40	38.19	3,055.20	79,435.20	39.14	3,131.20	81,411.20

\*Title Change from Foreman to Supervisor

**CIVIL SERVICE DEPARTMENT  
AFSCME - LOCAL 1917  
2022-2025 WAGE RATE SCHEDULE  
EFFECTIVE 12/01/22**

<u>CLASSIFICATION</u>	2%			3.0%			2.5%		
	2022-2023			2023-2024			2024-2025		
	<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>	<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>	<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>
<b>SURVEY PARTY CHIEF</b>									
STEP 1	36.50	2,920.00	75,920.00	37.60	3,008.00	78,208.00	38.54	3,083.20	80,163.20
STEP 1.5	37.23	2,978.40	77,438.40	38.35	3,068.00	79,768.00	39.31	3,144.80	81,764.80
STEP 2	37.98	3,038.40	78,998.40	39.12	3,129.60	81,369.60	40.10	3,208.00	83,408.00
STEP 3	39.50	3,160.00	82,160.00	40.69	3,255.20	84,635.20	41.71	3,336.80	86,756.80
STEP 4	41.06	3,284.80	85,404.80	42.29	3,383.20	87,963.20	43.35	3,468.00	90,168.00
STEP 5	42.74	3,419.20	88,899.20	44.02	3,521.60	91,561.60	45.12	3,609.60	93,849.60
<b>WATER SUPERVISOR*</b>									
STEP 3	34.28	2,742.40	71,302.40	35.31	2,824.80	73,444.80	36.19	2,895.20	75,275.20
STEP 4	35.65	2,852.00	74,152.00	36.72	2,937.60	76,377.60	37.64	3,011.20	78,291.20
STEP 5	37.08	2,966.40	77,126.40	38.19	3,055.20	79,435.20	39.14	3,131.20	81,411.20

\*Title Change from Foreman to Supervisor

## City of Livonia



Save even more  
with PLUS Providers

# \$50

Additional frame  
allowance from  
PLUS Providers\*

\*Compared to \$ frame  
allowance at other EyeMed  
in-network providers

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- EyeMed MembersApp
- For LASIK, call  
1.800.988.4221



## SUMMARY OF BENEFITS

VISION CARE SERVICES	IN-NETWORK MEMBER COST	OUT-OF-NETWORK MEMBER REIMBURSEMENT
<b>EXAM SERVICES</b>		
Exam at PLUS Provider	\$0 copay	Up to \$40
Exam	\$5 copay	Up to \$40
Retinal Imaging	Up to \$39	Not covered
<b>CONTACT LENS FIT AND FOLLOW-UP</b>		
Fit & Follow-up - Standard	Up to \$40; contact lens fit and two follow-up visits	Not covered
Fit & Follow-up - Premium	10% off retail price	Not covered
<b>FRAME</b>		
Frame at PLUS Provider	\$0 copay; 20% off balance over \$170 allowance	Up to \$84
Frame	\$0 copay; 20% off balance over \$120 allowance	Up to \$84
<b>STANDARD PLASTIC LENSES</b>		
Single Vision	\$10 copay	Up to \$30
Bifocal	\$10 copay	Up to \$50
Trifocal	\$10 copay	Up to \$70
Lenticular	\$10 copay	Up to \$70
Progressive - Standard	\$65 copay	Up to \$50
Progressive - Premium Tier 1-4	\$95 -185 copay	Up to \$50
<b>LENS OPTIONS</b>		
Anti Reflective Coating - Standard	\$45 copay	Up to \$5
Anti Reflective Coating - Premium Tier 1 - 3	\$57 - 85 copay	Up to \$5
Photochromic - Non-Glass	\$75	Not covered
Polycarbonate - Standard	\$40	Not covered
Scratch Coating - Standard Plastic	\$15	Not covered
Tint - Solid or Gradient	\$15	Not covered
UV Treatment	\$15	Not covered
All Other Lens Options	20% off retail price	Not covered
<b>CONTACT LENSES</b>		
Contacts - Conventional	\$0 copay; 15% off balance over \$120 allowance	Up to \$84
Contacts - Disposable	\$0 copay; 100% of balance over \$120 allowance	Up to \$84
Contacts - Medically Necessary	\$0 copay; paid-in-full	Up to \$210
<b>OTHER</b>		
Hearing Care from Amplifon Network	Discounts on hearing exam and aids; call 1.877.203.0675	Not covered
Lasik or PRK from U.S. Laser Network	15% off retail or 5% off promo price; call 1.800.988.4221	Not covered
<b>FREQUENCY</b>		
	ALLOWED FREQUENCY – ADULTS	ALLOWED FREQUENCY – KIDS
Exam	Once every plan year	Once every plan year
Frame	Once every plan year	Once every plan year
Lenses	Once every plan year	Once every plan year
Contacts Lenses (Plan allows member to receive either contacts and frame, or frame and lens services)	Once every plan year	Once every plan year

\*\* Dependent Child(ren) are covered under this plan through the end of the month of their 21st birthday.

QL-0000035014

EyeMed reserves the right to make changes to the products available on each tier. All providers are not required to carry all brands on all tiers. For current listing of brands by tier, call 866-939-3633. No benefits will be paid for services or materials connected with or charges arising from: medical or surgical treatment, services or supplies for the treatment of the eye, eyes or supporting structures; Refraction, when not provided as part of a Comprehensive Eye Examination; services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof; orthoptic or vision training, subnormal vision aids and any associated supplemental testing; Aniseikonic lenses; any Vision Examination or any corrective Vision Materials required by a Policyholder as a condition of employment; safety eyewear; solutions, cleaning products or frame cases; non-prescription sunglasses; plano (non-prescription) lenses; plano (non-prescription) contact lenses; two pair of glasses in lieu of bifocals; electronic vision devices; services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order; or lost or broken lenses, frames, glasses, or contact lenses that are replaced before the next Benefit Frequency when Vision Materials would next become available. Fees charged by a Provider for services other than a covered benefit and any local, state or Federal taxes must be paid in full by the Insured Person to the Provider. Such fees, taxes or materials are not covered under the Policy. Allowances provide no remaining balance for future use within the same Benefit Frequency. Some provisions, benefits, exclusions or limitations listed herein may vary by state. Plan discounts cannot be combined with any other discounts or promotional offers. In certain states members may be required to pay the full retail rate and not the negotiated discount rate with certain participating providers. Please see online provider locator to determine which participating providers have agreed to the discounted rate.



	Delta Dental PPO Dentist	Delta Dental Premier Dentist	Non-participating Dentist
<b>Calendar Year Deductible</b> (applies to Type II and III services)	None	None	\$50 one member \$150 family (2 or more)
<b>Calendar Year Benefit Maximum</b> (applies to Type I, II and III services)	\$1,500 per person	\$1,500 per person	\$750 per person
<b>Lifetime Orthodontic Maximum</b> (applies to Type IV services only)	\$1,750 per person	\$1,750 per person	\$1,250 per person
<b>Type I—Diagnostic &amp; Preventive</b>			
<ul style="list-style-type: none"> <li>• Oral Exams</li> <li>• Cleanings</li> <li>• X-rays</li> <li>• Sealants</li> <li>• Brush Biopsy</li> </ul>	<ul style="list-style-type: none"> <li>• Fluoride Treatment</li> <li>• Space Maintainers</li> <li>• Emergency</li> <li>• Palliative Treatment</li> </ul>	Plan pays 100%	Plan pays 100%
<b>Type II—Basic Services</b>			
<ul style="list-style-type: none"> <li>• Fillings</li> <li>• Crown Repair</li> <li>• Oral Surgery</li> <li>• Services— extractions &amp; dental surgery</li> </ul>	<ul style="list-style-type: none"> <li>• Endodontic Services</li> <li>• Periodontic Services</li> <li>• Relines &amp; Repairs— Prosthetic appliances</li> </ul>	Plan pays 80%	Plan pays 80%
<b>Type III—Major Services</b>			
<ul style="list-style-type: none"> <li>• Bridges</li> <li>• Crowns</li> </ul>	<ul style="list-style-type: none"> <li>• Implants</li> <li>• Dentures</li> </ul>	Plan pays 50%	Plan pays 50%
<b>Type IV—Orthodontics</b>			
Dependent Child(ren) End of month age 21	Plan pays 50%	Plan pays 50%	Plan pays 50% no deductible

\* When you receive services from a Non-participating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. This amount may be less than what the Dentist charges or Delta Dental approves and you are responsible for that difference.

\*\* Dependent Child(ren) are covered under this plan through the end of the month of their 21st birthday.

### IMPORTANT

- ⇒ Delta Dental does not issue ID cards. Please present the last four of your SSN and DOB to your provider to confirm eligibility.
- ⇒ Once enrolled and registered, you can print an ID card from the web portal or download the mobile app for access to your virtual ID card
- ⇒ Check NOW to see if your current dentist participates with Delta Dental of Michigan and at what level (PPO dentist, Premier, or non-participating). Visit [www.deltadentalmi.com](http://www.deltadentalmi.com) or call Delta Dental at 1-800-524-0149.
- ⇒ Looking for a dentist, find Delta Dental participating dentists near you by using the search feature at [www.deltadentalmi.com/findadentist](http://www.deltadentalmi.com/findadentist)