

**AGREEMENT**

**BETWEEN**

**CITY OF SOUTH LYON**

**AND**

**LOCAL 2720, COUNCIL #25  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO**

**JULY 1, 2017  
THROUGH  
JUNE 30, 2020**

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## **AGREEMENT**

Entered into this day \_\_\_\_\_ of September, 2017 by and between the CITY OF SOUTH LYON, Michigan (hereinafter referred to as the "Employer") and MICHIGAN COUNCIL NO. 25 AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, Local #2720, Chapter 24 (hereinafter referred to as the "Union").

### **ARTICLE I- PURPOSE AND INTENT**

The general purpose of the Agreement is to set forth certain terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing and the Employees success in rendering proper service to the public. 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.

The parties recognize that the Employer is legally and morally obligated to guarantee to all citizens a fair and equal opportunity for employment; and to these ends, agree that no person shall be denied employment or membership in the Union, nor in any way be discriminated against because of age, sex, race, color, religion, national origin, or ancestry, or political beliefs as provided by Act 251 of 1955.

The masculine pronouns and relative words herein used shall be read as if written in plural and feminine if required by the circumstances and individuals involved and is not intended to be discriminatory in any fashion.

### **ARTICLE II- RECOGNITION**

#### **Section 1.**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, the Employer recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining with respect to salaries, wages, hours of employment, and other conditions of employment by the terms of the Agreement for those employees in the bargaining unit.

#### **Section 2.**

The bargaining unit shall consist of all non-professional Public Works and Water & Wastewater employees but excluding clerical employees and part-time seasonal employees. New classes may be added by mutual agreement of both parties. It is understood that the City may hire part-time seasonal laborers as deemed necessary by the City.

### **ARTICLE III- AID TO OTHER UNIONS**

#### **Section 1.**

The Employer agrees not to aid, promote or finance any other labor group or organization which purports to engage in collective bargaining or to make any agreement with any such group or organization covering the jurisdiction of the bargaining unit by this Agreement.

**Section 2.**

The Union agrees not to consort, join forces with, or make arrangements with any other association or union for the purpose of coercing the Employer; and the members of the Union agree not to withhold their services due to strikes, work stoppages, work slowdowns or any labor strife between the employees and any other union or association.

**ARTICLE IV - PAYMENT OF UNION DUES**

**Section 1.**

During the life of the Agreement and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union, from the pay of each employee who executes or has executed an "Authorization for Deduction of Dues" form.

**Section 2.**

Deductions shall be made only in accordance with the provisions of said "Authorization for Deduction of Dues" form, a facsimile of which is attached hereto in Appendix D.

**Section 3.**

A properly executed copy of such "Authorization for Deduction of Dues" form for each employee for whom Union membership dues are to be deducted shall be delivered to the Employer before any payroll deductions are made. Any "Authorization for Deduction of Dues" forms which are incomplete or in error will be returned promptly to the Union by the Employer.

**Section 4.**

Deductions for each month shall be remitted to the Union, with a listing of employees for whom said deductions were made within fifteen (15) days after the end of the month.

**ARTICLE V - PAYMENT OF SERVICE CHARGE**

To the extent that the laws of the State of Michigan permit, it is agreed that:

**Section 1.**

Employees who do not make application for membership in the Union as outlined in Article IV shall tender the monthly service charge.

**Section 2.**

Upon notification by the Union to the Employer that the employee has elected not to make application for membership in the Union, the employee shall be directed by the Employer to sign an "Authorization for Deduction of Service Charge" form, and be informed of the provisions of the Agreement relating to non-compliance.

**Section 3.**

Deduction for each calendar month shall be remitted to the designated financial officer for the Union, with the listing of employees for whom said deductions were made, within fifteen (15) days after date of deduction.

**Section 4.**

The Union will defend, indemnify, and save harmless the Employer from any and all claims, demands, suits and other liability by reason of action taken or not taken by the Employer for the purpose of complying with Articles IV, V and VI of the Agreement.

**Section 5.**

The Employer agrees to deduct from the wages of any employee, who is a member of the Union, a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

**ARTICLE VI - UNION SECURITY****Section 1.**

To the extent that the laws of the State of Michigan permit, it is agreed that:

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time shall be required to continue membership in the Union or pay a monthly service charge for the duration of this Agreement.
- B. Employees covered by this Agreement as defined in this Article entitled, "Recognition", who are not members of the Union at the time it becomes effective and who have been employed for a period of thirty (30) days, who do not make application for membership in the Union within thirty (30) days after the effective date of the Agreement, shall, commencing with the first bi-weekly payroll period thereafter and for the duration of this Agreement, pay to the Union a service charge in an amount equal to the regular monthly dues as a contribution toward the administration of this Agreement.
- C. Employees covered by this Agreement as defined in the Article entitled, "Recognition", who are not members of the Union at the time it becomes effective and who have been employed for less than thirty (30) days, and employees hired, rehired, or transferred into the Bargaining Union after the execution date of this Agreement, who do not make application for membership in the Union within thirty (30) days of service, shall commencing with the first bi-weekly payroll period thereafter and for the duration of this Agreement, pay to the Union, the service charge defined in (B) above.
- D. Regardless of the above provisions, the parties recognize that the Employees covered by this Agreement are not required to pay an agency fee to the union as a condition of employment according to PA 348 and 349 of 2012.

**ARTICLE VII- EMPLOYEE REPRESENTATION****Section 1.**

It is mutually agreed that for the purpose of operating under this Agreement, employees shall be entitled to representation by one (1) designated representative of the Union.

**Section 2.**

- A. The Union shall have one (1) representative elected by the Union, the representative will have one (1) alternate to act when the representative is absent.
- B. The designated representative or alternate of the Union shall be allowed, upon request and approval of the immediate supervisor, to attend meetings with the City of South Lyon on matters pertaining to terms and conditions of employment of employees represented by the Union.
- C. The Union shall have a bargaining committee of two (2) employees.
- D. The designated representative of the Union may request and be granted time off to investigate and present grievances as outlined in the Grievance Procedure.

**ARTICLE VIII - MANAGEMENT RIGHTS****Section 1.**

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws, and the constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by the Employer, except such as are specifically relinquished herein, are reserved to, and remain vested in the City, including but without limiting the generality of the foregoing, the right to:

- A. Manage its affairs efficiently and economically, the control of material, tools and equipment to be used, and the discontinuance of any services, material or method of operation.
- B. Introduce new equipment, methods, machinery or processes, change or eliminate existing equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased.
- C. Subcontract any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities (this section will not be used to erode present work in the bargaining unit).
- D. Determine the number, location and type of facilities and installations.
- E. Determine the size of work force and increase or decrease its size.
- F. Permit municipal employees not included in a bargaining unit to perform bargaining unit work when, in the opinion of management, this is necessary to maintain essential municipal services (this section will not be used to displace regular employees in the bargaining unit).
- G. Direct the work force, assign work and determine the number of employees assigned to operations.
- H. To establish, change, combine or discontinue job classifications and prescribe and

assign job duties content and classifications, not to conflict with the provisions of this contract.

- I. Establish work schedules and assignments.
- J. Discipline and discharge employees for cause.
- K. Adopt, revise and enforce reasonable working rules and carry out cost and general improvement programs.
- L. Exercise all other rights and privileges heretofore belonging to the City (whether or not such rights were heretofore the subject of negotiations between the parties) except such rights as are specifically modified or abridged by the Agreement.

## **ARTICLE IX - LAY-OFF AND RECALL**

### **Section 1.**

A lay-off shall be defined as the separation of an employee for lack of work or limitation of funds. Employees who are scheduled to be laid off shall be given fifteen (15) calendar days notice prior to lay-off. The City shall furnish the Union with a list of the names of the persons to be laid off at the same time as notice is given to the employee.

### **Section 2.**

In the event of a lay-off, all part-time, temporary or seasonal employees in classifications affected by the lay-off shall be laid off prior to the lay-off of a regular employee.

### **Section 3.**

When it is necessary to lay-off a regular employee and there are employees with less seniority in positions for which the employee scheduled to be laid off is qualified, the employee with the greater seniority may elect to be placed in a position held by a less senior employee, and the employee with less seniority shall be laid off. The said senior shall be paid in the classification he elects to be placed in.

### **Section 4.**

Notice of recall may be telephone, confirmed by certified mail to the employee's address of record. Employees will be given fifteen (15) calendar days' notice.

### **Section 5.**

Employees failing to report within five (5) calendar days of the assigned reporting date shall be considered terminated and shall forfeit all seniority rights. Employees will be compensated for all accrued benefits which are normally granted upon separation from employment with the City.

### **Section 6.**

Recall shall take place in the inverse order of layoff (i.e.: the most senior recalled first).

### **Section 7.**

Employees on layoff shall have recall rights for a period of two (2) years or the length of their seniority, whichever is less.



**Section 8.**

The Chapter Chair, for the purpose of layoff and recall only, shall head the seniority list of the bargaining unit during his/her term of office, if this person can do the available work.

**ARTICLE X - SPECIAL CONFERENCES**

Special conferences for important matters will be arranged between the designated union representative and the Employer upon the request of either party. Unless otherwise agreed, such meeting shall be between two representatives of the Employer and two representatives of the Union. Unless otherwise agreed, arrangement for such special conferences shall be made at least twenty-four (24) hours in advance. An agenda of the matters to be taken up at the meeting together with the names of the conferees representing the requesting party shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda, Such conferences shall be held at mutually acceptable times, Member of the Union shall not lose time or pay for time spent in such special conferences and no additional compensation will be paid to such employees for time spent in such conferences beyond regular work hours. A representative of Council 25 or a representative of the International Union may attend the special conference as one of the Union's two (2) representatives.

**ARTICLE XI- GRIEVANCE PROCEDURE****Section 1.**

It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of the Agreement, shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

**Section 2.**

If the Employer fails to answer any grievance as designated below within the time allotted, the grievance shall automatically progress to the next step.

**Section 3.**

Should any grievance, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such disputes promptly through the following steps:

Step 1: An employee who feels he has been aggrieved or dealt with unfairly concerning the application of the contract, shall discuss his complaint with his immediate supervisor within five (5) days of the incident with or without the presence of his representative. It is understood that settlement of any grievance at this step without Union representation shall bind only the affected employee. The parties shall discuss the complaint in a fair manner and shall make every effort to reach a satisfactory settlement at this point. The supervisor shall make arrangements for the employee to be off his job for a reasonable period of time, up to fifteen (15) minutes in order to discuss the complaint with his representative. It is understood that matters of a particularly complex nature may require additional time and requests for an additional fifteen (15) minutes to discuss the complaint shall not be unreasonably withheld.

Step 2: If the matter is not satisfactorily settled by such a discussion, the aggrieved employee shall report such grievances to his representative within four (4) days. The Union representative shall

appeal the grievance to the Department Head within five (5) days of the response to Step 1. Such appeal shall be in writing and shall set forth the nature of the grievance, the date of the matter complained of, the names of the employee or employees involved and the circumstances surrounding the grievance. A written decision shall be rendered by the Department Head within five (5) days of the receipt of the appeal.

Step 3: If the grievance is not satisfactorily settled after Step 2, the Union shall have the right to appeal to the City Manager. The representative of the Union shall appeal in writing to the City Manager within five (5) days of the receipt of the response by the Department Head. The City Manager shall answer in writing within five (5) days of receipt of the appeal. It shall exclude pay disputes.

Step 4: If the grievance has not been settled in the, Step 3, the parties or either party may submit such grievance to arbitration, provided such submission is made within thirty (30) calendar days after receipt of the last step answer. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an arbitrator within the (10) days of such notice, the party desiring arbitration shall refer the matter to the Michigan Employment Relations Commission for the selection of an impartial arbitrator. The Arbitrator's decision shall be binding on both parties and the cost of any arbitration proceeding under this provision shall be borne equally between the parties, except each party shall pay the expenses of its own witnesses.

The Arbitrator shall have no power to add or to subtract from or in any way modify any of the terms of this Agreement or any supplemental agreement.

Step 5: The Arbitrator shall have no power to provide agreements for the parties in those cases where, in this contract, they have agreed that further negotiations should occur to cover the matters in dispute.

Step 6: Both parties agree to be bound by the award of the Arbitration and that the costs of any arbitration proceedings under this provision shall be borne equally between the parties; except the fees and wages of non-City employees, representatives, Council, witnesses, or other persons attending the hearing, shall be borne by the party incurring them.

## **ARTICLE XII- STRIKES AND LOCKOUTS**

### **Section 1.**

Adequate procedure has been provided by this Agreement and Public Act 379 (1965) for the settlement of any grievances, disputes, or impasses which may arise between any one or more of the employees in the bargaining unit covered by this Agreement or the Union, its members, representatives, officers, or committee and the Employer.

### **Section 2.**

Accordingly, it is agreed that neither the Union, nor its members, officers, representatives or committees will cause, call, engage in, encourage or condone, and the officers of the Union will take affirmative action to preclude or terminate any slowdown or strikes against the Employer, including but not limited to any concerted refusal to work for, any concerted absenteeism from work or from employment with the Employer.

**Section 3.**

The Employer agrees not to lockout its Employees.

**ARTICLE XIII- LEAVE OF ABSENCE****Section 1.**

A leave of absence is a written authorized absence from work for not more than thirty (30) calendar days at a time without pay. A leave shall be granted, denied or extended in the exclusive discretion of the Employer, upon written request for such leave from a bargaining unit employee who shall state the reason for such leave upon his application. Only a permanent, full-time employee, who has completed his probationary period shall be granted a leave of absence.

- A. In no event shall the duration of any leave exceed three (3) calendar months.
- B. All leave requests shall state the exact date on which the leave begins and the exact date on which the employee is to return to work.
- C. If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be terminated from his job.
- D. Failure to return to work within five (5) days of the date scheduled shall be considered a voluntary quit.
- E. Employees shall not accept employment elsewhere while on leave of absence, unless agreed to by the Employer. Acceptance of employment or working for another Employer while on a leave of absence shall result in immediate and complete loss of employment with the Employer.
- F. No employee shall return to work prior to the expiration of his leave unless otherwise agreed to by the Employer.
- G. Time absent on leave shall not be counted as time at work for any purpose except as hereinafter provided.

**Section 2.**

Upon return of an employee from a leave of absence, he shall be returned to his former classification and rate of pay.

**Section 3.**

The seniority time of an employee will accumulate while the employee is on his approved leave of absence.

**Section 4.**

Leaves provided for in this Agreement may be temporarily suspended during any period of emergency declared by the City after notification to the employee, it being understood that consideration will be given to mitigating circumstances of the employee.

## **ARTICLE XIV - TEMPORARY ASSIGNMENT**

### **Section 1.**

Notwithstanding an employee's assigned step, grade, or classification, he will perform all functions as listed in lower classifications as directed by his supervisor. For the purposes of training and emergency situations, the employee may from time to time be required to operate equipment in higher classifications.

## **ARTICLE XV - PREMIUM PAY**

### **Section 1.**

Employees shall receive a premium of 50% above their regular straight time rate.

### **Section 2.**

Employees shall receive premium pay for all hours worked in excess of eight (8) hours in any one workday.

### **Section 3.**

For all call-in time employees of the bargaining unit who are called to work on hours other than their scheduled shift shall be paid a minimum of three (3) hours call-in time at the prescribed premium rate. Call-in time shall not overlap the employee's regular work shift; call-in time shall not overlap, inasmuch as employees will only receive pay for one (1) call-in in any given three (3) hour period. Overtime worked in excess of the three (3) hour period will be paid based on actual hours worked. The Employer has the right to require the employee to perform work assignments for the complete three (3) hour period.

Overtime hours worked as an extension of the regular work shift, and assigned to be worked contiguous to the shift on which said overtime hours are worked, shall not be deemed to be call-in time.

### **Section 4.**

Employees of the Water and Wastewater Department and Department of Public Works shall be on a stand-by basis, that is on-call in case of emergencies, that is stand-by for twenty-four (24) hours a day, seven (7) days per week. In addition to their regular pay, on-call employees will be paid ~~\$2500.00~~ for each 24 hours on-call. They will also be paid call-in time as prescribed in Section 3. above for call-ins during their assigned standby shift. The on-call procedures will be as follows:

- On-Call calendar is made up by the Superintendent or his designee based on the current rotation as it exists on July 1, 2017.
- On-Call rotation will begin at 3:30 P.M. on Friday and continues for the week ending 3:30 P.M. on the following Friday or an alternate weekly rotation as approved by the Superintendent. The on-call phone will be exchanged on the next regular business day. The on-call individual will be responsible to provide an alternative phone number.
- A monthly schedule is submitted to Novi Dispatch with names and contact numbers prior to the scheduled month.
- Any request for changes due to vacations or scheduled time off must be made to the Superintendent in advance on a form with both employees signatures and approved by the Superintendent.

- In the event of a necessary change, such as a family emergency, the person on call shall contact another bargaining unit employee within the department for coverage. Change is relayed to dispatcher by the employee with new name and contact info. The Superintendent or his designee is to be notified of the change immediately. If he/she is unavailable the Forman is to be notified.
- After regular business hours, the Police Dispatch will call the phone listed on the on-call calendar and then the on-call phone.

**Section 5.**

Employees of the Water and Wastewater Department who work a scheduled shift alone shall receive a shift premium of \$50.00 per shift.

**ARTICLE XVI - WAGES**

**Section 1.**

All regular full-time employees covered by this Agreement shall receive the rates of pay provided for in Appendix A.

**Section 2.**

Employees in Water and Wastewater Department who successfully pass State License examinations shall receive the following wage adjustment automatically:

|    |        |   |       |
|----|--------|---|-------|
| D5 | \$ .40 | D | \$.70 |
| D4 | \$ .40 | C | \$.70 |
| D3 | \$ .40 | B | \$.70 |
| D2 | \$ .40 |   |       |
| D1 | \$ .40 |   |       |

**Section 3.**

Employees of the Department of Public Works who successfully pass State examinations shall receive the following wage adjustment automatically:

|    |        |
|----|--------|
| S5 | \$ .40 |
| S4 | \$ .40 |
| S3 | \$ .40 |
| S2 | \$ .40 |
| S1 | \$ .40 |

**Section 4.**

The Mechanic who successfully passes State examinations shall receive the following wage adjustment automatically:

|  |        |
|--|--------|
| Automobile and Light Truck               |        |
| Engine Repair                            | \$ .16 |
| Engine Tune-up/Performance               | \$ .16 |
| Front End, Suspension & Steering Systems | \$ .16 |
| Brakes & Braking Systems                 | \$ .16 |

|   |        |
|---|--------|
| Automatic Transmission                        | \$ .16 |
| Manual Transmission, Front & Rear Drive Axles | \$ .16 |
| Electrical Systems                            | \$ .16 |
| Collision-Related Mechanical Repair           | \$ .16 |
| Heavy-Duty Truck                              |        |
| Engine Repair – Gasoline                      | \$ .16 |
| Engine Repair – Diesel                        | \$ .16 |
| Drive Train                                   | \$ .16 |
| Brakes & Braking Systems                      | \$ .16 |
| Suspension & Steering Systems                 | \$ .16 |
| Collision-Related Mechanical Repair           | \$ .16 |
| Emergency Vehicle Technical Cortication       |        |
| F-3 Fire Pumps & Accessories                  | \$ .20 |
| F-5 Aerial Fire Apparatus                     | \$ .20 |
| F-8 Hydraulic Systems                         | \$ .20 |

~~Employees of the Department of Public Works shall receive \$ .20 additional an hour for maintaining the CDL with tanker endorsements.~~

**Section 5.**

The Employer shall pay an additional fourteen cents (\$ .14) per hour premium for all current employees who hold a Class A endorsement of 7-1-93, Any other employees (either current employees or new employees) require prior approval prior to obtaining the endorsement in order to receive this premium.

**Section 6.**

The employer shall provide reimbursement for CDLs upon successful completion.

**Section 7.**

Newly hired employees will be paid in accordance with the entry level rate outlined on Appendix A.

**Section 8.**

Upon notification by the City Manager or his designee that the Leader shall be directing the work of the department employees and those working hours so designated by the City Manager or his designee, he shall be compensated at the rate of one dollar (\$1.00) per hour for each hour he is designated as the leader. (This item shall apply to the leader position within the Department of Public Works and Water/Wastewater Department)

**Section 9.**

Effective with the signing of this Agreement, all new hires will be required to acquire appropriate licenses as indicated above in Section 2 and 3. Appropriate licenses for each employee shall be determined by their Department Head. Employees will be given a reasonable time period to acquire licenses.

## **ARTICLE XVII - SICKNESS & ACCIDENT BENEFITS**

### **Section 1.**

The City will provide disability income insurance for all eligible full-time employees. The income insurance benefit will be one-hundred percent (100%) coverage, provided employee expeditiously follows through on all necessary paperwork and turns over all Sickness & Accident checks upon receipt. The above coverage shall be reduced to the 66% disability insurance for all accidents resulting from a team sport activity; that is basketball, hockey, baseball, softball and football.

### **Section 2.**

Employees will be paid eight (8) hours pay for each day of sick leave claimed by an employee until the employee's days of credit are exhausted, Periods of less than one half (1/2) of a normal day will not be recognized.

### **Section 3.**

The City may require a statement of sickness from the employee's doctor or may require an examination by a physician of its own choice in determining whether to honor the employee's claim for sick pay.

### **Section 4.**

All sick days accumulated at the inception of this contract may be used, Employees who have fewer than twenty (20) days sick leave accumulation will earn one (1) sick day for each month worked, up to a maximum of twenty (20) days, with five (5) sick days to be used for family related problems.

Employees who use no sick days during the contract will receive a bonus of three (3) days' pay at their straight time hourly rate. Employees on health and accident leave do not qualify for the three (3) day bonus.

### **Section 5.**

For the loss of time on account of injury incurred in the course of the employee's service to the City, regular full-time employees shall receive their straight time rate of pay provided that:

- A. The employee endorses all Workers' Compensation checks received by him to the City Treasurer.
- B. The City physician certifies to the City the likelihood that the employee can return to full-time duty with the City with no incapacities.

### **Section 6.**

The employer agrees to provide a small group plan with Blue Cross Blue Shield. This is a high-deductible health plan for which the city utilizes EHIM to administer a wrap program (paid for by the City) to cover the cost of all in-network deductibles, all in-network maximum out-of-pocket expenses and to reimburse co-pays (office visit, urgent care, ER and prescription) to their self-funded costs of \$20, \$50 and \$15/\$30 for generic and prescription coverage.

The reimbursement shall apply to those who retire under this Agreement and participate in the City medical insurance group.

The employer shall pay 80% of the premium of the health insurance with the employee paying 20% of the premium.

**Section 7.**

The Employer shall select or change the insurance carrier in its discretion and shall be entitled to receive any dividends, refunds or rebates earned without condition or limit of any kind.

**Section 8.**

All benefits shall be subject to standard provisions set forth in the policy or policies.

**Section 9.**

When employment and seniority is interrupted by lay-off, discharge, quit or leave of absence, the herein described insurance coverage will continue only for the balance of the month or billing period in which such termination occurs or until the next premium is due, whichever is later.

**Section 10.**

The Employer agrees to provide dental insurance having no less than the existing limits of coverage of the existing Met-Life plan with an Orthodontic rider (50/50 coverage with a \$1,000 maximum). The Employer shall pay the entire premium. The Employer retains the right to change insurance carriers at their discretion.

**Section 11.**

The Employer agrees to provide optical plan coverage to all eligible full-time employees equivalent to the existing optical plan for other employees of the City. Employees have the option to receive a one-time \$43.00 credit to be used in lieu of the optical plan available for City employees. In the event the employee elects not to utilize the City's plan, the employee shall receive a one-time \$43.00 credit he may use toward payment of any ophthalmologist or optometrist providing eyeglasses.

**Section 12.**

Effective July 1, 1987, the City will provide an additional \$10,000 Life Benefit Policy (\$60,000 total cover with AD&D).

**Section 13.**

The Employer shall contribute not more than five hundred dollars (\$500.00) per month toward payment of medical insurance for regular retirees, for the duration of this Collective Bargaining Agreement and those retired under work related disability or worker's compensation programs, subject to the following limitations and exclusions:

1. If the retiree is eligible or becomes eligible for Medicare coverage provided under statutes, rules and regulations promulgated by the United States government, the Employer's obligation shall terminate.



2. In the event the retiree obtains employment which makes medical insurance available to the retiree as a condition of employment or the retiree is eligible for dependent of employment or the retiree is eligible for dependent health care coverage by reason of the employment of the health care coverage by a reason of the employment of the spouse of the retiree, the Employer's obligation shall terminate.
3. In the event the State or Federal Government mandates the Employer's participation in a medical insurance affecting retired workers, the Employer's contribution affecting retired workers shall terminate.
4. No change in insurance company rates, coverage availability or policy shall obligate the Employer to increase its contribution or pay for any cost of the retiree's medical insurance over the amount of the contribution set forth above.
5. No person separated from the Employer by reason other than retirement (that is nonwork related disability, reduction in force, resignation or disciplinary action) shall be eligible to receive a contribution to medical insurance under this section.
6. The retiree shall have the option to obtain medical insurance from another carrier. In that event, the Employer shall pay its contribution directly to the retiree upon presentment of a monthly invoice or paid receipt for medical insurance coverage for the month for which payment is sought.
7. To be eligible for this benefit, the employee must have twenty-five (25) years of service with the Employer. This limitation shall not apply to work related disability retirements or persons retired under the Worker's Compensation system.
8. The Employer shall make its contribution directly to the insurance carrier and the retiree shall pay the balance of the monthly charge on the due date of each month. Failure to pay any monthly installment on or before the due date shall be grounds for termination of this benefit.

**Section 14.**

If any employee becomes ill and is under the care of a medical doctor during his vacation, and the employee has accumulated sick leave credits, his vacation for the number of days sick shall be rescheduled.

**Section 15.**

Members of the Water and Wastewater Department shall, at their option, receive an annual chest x-ray and upon evidence of the administering of such x-ray shall be reimbursed by the City for the deductible portion of the cost of said x-ray not covered under the employee medical plan in effect at that time.

**Section 16.**

The Employer agrees to form a Health Care Cost Containment Committee made up of three nonunion City Employees and one representative from each of the City's bargaining units which will

review further cost containment programs to cover both active and future employees during the term of this contract.

### **ARTICLE XVIII- BEREAVEMENT LEAVE**

When a death occurs in an employee's immediate family (i.e.: spouse, child, parent, guardian, grandparent, brother, sister, grandchild, spouse's parent, spouse's grandparent, uncle, aunt, nephew, niece, sister-in-law, daughter-in-law, son-in-law, brother-in-law, member of the employees household at date of death), the employee on request will be excused for any of the first three (3) normally scheduled working days immediately following the date of death, provided the employee attends the funeral.

Upon request, the employee can receive two (2) days additional leave of absence with pay if the funeral is more than 300 miles away, provided the employee attends the funeral. An employee excused from work under this Section shall after completing required forms, receive the amount of wages, exclusive of any and all premiums, that he would have earned by working during straight time hours on such scheduled days of work for which he was excused. Time thus paid will not be counted as hours worked for purposes of overtime.

### **ARTICLE XIX - VACATIONS**

#### **Section 1.**

Regular full-time employees will be granted paid vacations in accordance with the following schedule:

| <b>YEARS OF SERVICE COMPLETED</b> | <b>DAYS VACATION</b> | <b>PER MONTH</b> |
|-----------------------------------|----------------------|------------------|
| 6 months                          | 5                    | 5/12             |
| 1 year                            | 10                   | 10/12            |
| 2 years                           | 12                   | 12/12            |
| 5 years                           | 15                   | 15/12            |
| 10 years                          | 20                   | 20/12            |
| 20 years                          | 25                   | 25/12            |

Beginning January 1, 2018, maximum accumulation shall be ten (10) days per year. Unused days accumulated beyond that number shall be lost except current employees' banked days to date of December 31, 2017 shall be preserved. An employee who has more than 10 days accumulated as of December 31, 2017 may carry that over to 2018. If the employee wishes to cash in banked carry over hours over 10 (ten), the employee must notify the supervisor by March 1, 2018 for a payout on the first pay date in December 2018.

#### **Section 2.**

The time at which an employee may take a vacation shall be determined by the Department Head with due regard to the employee and particular regard to the needs of the department. Vacation times shall be scheduled by May 1st of each year if an employee wishes to exercise his seniority preference for the selection of vacation. Such scheduled vacation shall be posted in each

department by June 15<sup>th</sup> . In the event there is a conflict in scheduling vacations, seniority shall prevail if selection is made as provided above.

An employee may however, schedule a vacation at any time during the year upon two (2) weeks notice to the Department Head subject to the provisions above.

**Section 3.**

Employee's vacation pay shall be computed on the basis of his regular straight time rate exclusive of any and all premiums and will be paid in conjunction with the regular bi-weekly pay day schedule. If a regular pay day falls during an employee's vacation and he is to be on vacation for two (2) weeks or longer, he will be entitled to receive his pay check in advance before going on vacation. Employees so eligible and desiring such advanced pay must make written request to the City Treasurer at least two (2) weeks before leaving on vacation.

**Section 4.**

Vacation may be taken in single day increments. However an employee may elect to utilize all of his accumulated vacation at one time, subject to the provisions above.

**Section 5.**

Vacation time must be taken during the twelve (12) months following their date of accrual, and on termination, the employee shall be paid for his unused vacation days at his straight time hourly rate, except that if an employee voluntarily resigns, he must provide the City with a minimum of fifteen (15) days written notice of such resignation in order to receive pay for any unused vacation time. On an Employee's anniversary date, the Employee may choose to be paid at his straight time hourly rate for all vacation time accumulated, up to a maximum of ten (10) days, beyond an accumulated 30 days.

**Section 6.**

A vacation may not be waived by an employee and extra pay received for work during that period.

**Section 7.**

When a paid holiday, as defined by this Agreement, falls during an employee's scheduled vacation, the holiday will be allowed and the vacation leave extended accordingly.

**ARTICLE XX - DISCIPLINARY PROCEDURE**

**Section 1.**

In any case where employee disciplinary action is necessary, the following order of procedure shall be followed except that nothing in this section shall prevent the Employer from taking immediate and appropriate disciplinary action should it be required by the circumstances:

- A. Oral
- B. Written reprimand

- C. Suspension or demotion
- D. Removal and discharge

**Section 2.**

- A. 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. The Employer agrees that upon imposing discipline, with the exception as provided in Section I, the designated area Steward or Union Representative shall be promptly notified in writing of such action unless requested not to do so by the employee in writing. It is understood that such an election relieves the Union and the City of any liability in the matter.
- C. Records of discipline will not remain in an employee's personnel file for longer than two (2) years from the date it was issued. The employee must submit a request in writing to the appropriate authority to have it removed.

**ARTICLE XXI - SEASONAL EMPLOYEES**

Seasonal employees are intended to be hired for the purpose of meeting seasonal workloads and not as alternative replacements for permanent employees.

**ARTICLE XXII - SEVERABILITY CLAUSE**

The Signatories agree that after execution of this Contract, it shall be a valid Contract and shall bind the parties hereto.

Should any court, board or agency rule that any parts of this Contract are void or of no effect, the remaining parts of the Contract will continue to be binding on the parties.

**ARTICLE XXIII – HOLIDAYS**

**Section 1.**

Regular full-time employees shall be allowed time off with eight (8) hours pay at the employee's straight time hourly rate of pay for the following holidays:

|                               |                               |
|-------------------------------|-------------------------------|
| <b>HOLIDAY</b>                | Friday following Thanksgiving |
| New Year's Eve Day            | Christmas Eve Day             |
| New Year's Day                | Christmas Day                 |
| Martin Luther King's Birthday | Employee's Birthday           |
| Washington's Birthday         | Good Friday                   |
| Memorial Day                  | Easter Sunday (if worked)     |
| Independence Day              |                               |
| Labor Day                     |                               |
| Thanksgiving Day              |                               |

**DAY**December 31<sup>st</sup>January 1<sup>st</sup>

Third Monday in February

Last Monday in May

July 4<sup>th</sup>

First Monday in September

Fourth Thursday in November

December 24<sup>th</sup>December 25<sup>th</sup>**Section 2.**

To be eligible for holiday pay, an employee must:

- A. Work full-time and have obtained seniority on the date the holiday occurs.
- B. Work in full the employee's regularly scheduled straight time work day prior to and the employee's regularly scheduled straight time work day subsequent to the holiday or be on excused leave.
- C. Be otherwise scheduled to work on such day if it had not been observed as a holiday.

**Section 3.**

If a holiday falls on Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.

**Section 4.**

Employees shall receive one and one-half (1 ½ ) times their regular straight time pay rate, plus holiday pay for any hours worked on a holiday designated under this article.

**ARTICLE XXIV - COST OF LIVING ALLOWANCE****Section 1.**

An automatic adjustment shall be made quarterly during the term of this Agreement, effective with the beginning of the pay periods which commence on or immediately after April 1<sup>st</sup>, July 1<sup>st</sup>, October 1<sup>st</sup> and January 1<sup>st</sup>.

**Section 2.**

Adjustments shall be made quarterly of each contract year. Said adjustments shall be based on the Official Consumer Price Index for all Urban Wage Earners and Clerical Workers for the Detroit Metropolitan Area published by the Bureau of Labor Statistics, U.S. Dept. of Labor (67=100) and hereinafter referred to as the B.L.S. Consumer Price Index.

**Section 3.**

Effective with the beginning of the pay period starting on or after July 1, 1978, and thereafter at quarterly intervals provided for in Section 2. during the life of this Agreement, said adjustments shall be made as follows:

Effective Date of Adjustments:

First pay period beginning on or after July 1, 1978 and at quarterly intervals thereafter.

Based Upon: B.L.S. Consumer Price Index for June of 1978, as compared to the preceding quarterly Index.

**Section 4.**

The rate of adjustment shall be one (1) cent per hour for each 0.3 (three-tenths) of a point of change in the Index during the base period. Changes in the Index which result in an adjustment of one-half (1/2) cent or more will result in an adjustment of one (1) cent, but a change in the Index which would result in an adjustment of less than one-half (1/2) cent will be computed at the next lower cent.

**Section 5.**

All Cost of Living Adjustments shall be based on total hours worked during the preceding quarter. For purposes of the Agreement, "total hours" shall be defined as those hours which an employee is compensated inclusive of overtime, holidays, etc. The provisions for Cost of Living as found in this Agreement shall be subject to a \$600.00 per year maximum. Said adjustments shall be paid to the employees in the form of a separate check and not with a regular payroll check.

**Section 6.**

In the event the B.L.S. does not issue the C.P.I. on or before the beginning of the pay period referred to in Section 3, any adjustments required will be made at the beginning of the first pay period after receipt of the index.

**ARTICLE XXV - PERSONAL BUSINESS LEAVE**

**Section 1.**

Regular full-time employees will be granted three (3) full days leave in each calendar year with pay for "personal business". An employee excused from work under this section shall receive the amount of wages exclusive of any and all premiums that he would have earned by working straight time hours on such scheduled days of work for which he was excused. This time paid will not be counted as hours worked for purposes of overtime. Leave days are not cumulative.

**Section 2.**

Personal Business Leave may be taken at any time during the calendar year except that such leave may not be taken in conjunction with the employee's vacation or holiday leave. An employee must first secure advance approval from his immediate supervisor in order to take Personal Business Leave.

**ARTICLE XXVI- PERSONAL TRANSPORTATION**

**Section 1.**

When an employee is required to provide his own transportation for City related business, he may be compensated for this expense at the rate as set forth by the Internal Revenue Service.

## **Section 2.**

The employer reserves the right to provide the employee with transportation including, but not limited to, use of City vehicles. Travel utilizing transportation provided by an employee for which payment is expected, must be approved in advance by the employee's immediate supervisor. To obtain payment for travel, an employee must submit a signed statement of mileage for which he request compensation.

## **ARTICLE XXVII - UNIFORMS**

### **Section 1.**

The City shall on or after the first business day in August of each year this contract is in force, issue a Three Hundred (\$300.00) dollar payment to each bargaining unit employee for the limited purpose of acquiring work uniforms under the following conditions:

- A. Uniforms shall consist of the following:
  - Navy Blue shirt with the City logo embroidered over the left breast
  - Blue jeans or blue jean shorts no shorter than 1 inch above the knee and longer than 1 inch below the knee. Shorts may only be worn with the permission of the Supervisor
  - Carhardt or similar style vest
  - Carhardt or similar style winter jacket
- B. For probationary employees, the City shall provide embroidery of the City logo on not more than five (5) t-shirts, one (1) jacket, and one (1) vest all acquired by the employee at his or her own expense.
- C. Other than the City Logo, no other embroidery or other logo, statement, picture, sign, writing or lettering shall be permitted to appear on any employee uniform without the written permission of the City Manager, with the exception of the employee's name placed over the right breast.
- D. The City will pay the cost for the City logo for all new uniforms.
- E. The City will pay the cost for the City logo for employees with existing uniforms lacking logo up to a maximum of five (5) t-shirts, one (1) jacket, and one (1) vest. All uniforms must be in good repair with no rips, holes, etc. with final determination by the City Manager.

### **Section 2.**

The City will provide each employee, if requested, one (1) pair of safety shoes per year. The City will also provide a maximum of one hundred and fifty (\$150.00) for a second (2<sup>nd</sup>) pair of boots but only if the first pair has worn out.

## **ARTICLE XXVIII - SOCIAL SECURITY**

Upon employment with the City of South Lyon, eligible employees are automatically covered by Social Security with the required payroll deductions.

## **ARTICLE XXIX - RETIREMENT SYSTEM**

### **Section 1.**

Each full-time employee shall become a member of the City's retirement system and shall abide by all rules and regulations thereof.

### **Section 2.**

Effective July 1, 1981, the City will provide fully paid retirement.

### **Section 3.**

Effective July 1, 1982, the City will provide the waiver to Section 47F.

### **Section 4.**

Effective February 1, 2000, the retirement plan shall be upgraded to the B-3 plan. The retirement plan shall be fully funded by the City.

Beginning on the effective date of this contract, current employees will begin contributing 2.5% of their base pay toward the cost of their pension.

### **Section 5.**

Effective July 1, 2008 and upon the completion of an actuarial study provided by the Michigan Employees Retirement System (MERS), the Employer will provide the B-4 Retirement Plan. The Union agrees that when the Administrative group begins the practice of all new hires being put in a defined contribution or a hybrid pension plan that all new hires to the AFSCME group will fall under the same policy. For all new employees hired after the ratification date of this Agreement, the Employer shall provide those employees with a Defined Contribution Plan or Hybrid Plan through MERS as determined by the Employer. The new employees shall contribute 5% of their pay toward the cost of a hybrid plan. If a defined contribution plan is chosen, then the Employer would pay up to 4% of the employee's wages into the 401(K) plan. The employee could also contribute and the Employer would match up to 3% of the employee's contribution.

### **Section 6.**

Effective January 1, 2015, "gross pay" for purposes of determining an employee's FAC shall not exceed 120% of the employee's base pay for the last calendar month of employment or, if less than a full calendar month is worked, as pro-rated to the number of days worked in the last calendar month. FAC includes regular and overtime earnings and any other form of compensation except it shall not include payments for health insurance stipends, or any paid out compensatory or vacation time.



## **ARTICLE XXX - TOOLS AND SAFETY EQUIPMENT**

It is the intent of the City of South Lyon to provide safe working conditions and to that end shall conform to the MIOSHA Rules and Regulations.

### **Section 1.**

Employer shall at all times consider the personal safety of the employees in establishing operational procedures. The employees likewise shall at all times recognize that safe working conditions depend on the joint efforts of Employer and employee.

### **Section 2.**

Any employee involved in any accident or who sustains any injury shall immediately report such accident and any physical injuries sustained. An employee shall be required to complete a written report concerning the details of such accident or injury and to provide all available names and addresses of witnesses. Failure to comply with this provision shall subject an employee to disciplinary action.

### **Section 3.**

It shall be the duty of each employee to report all defects of equipment immediately or in no case later than the end of his shift. Such reports shall be made on forms supplied by the Employer and submitted to the employee's immediate supervisor.

### **Section 4.**

Employees covered by this Agreement in the performance of their duties shall at all times use safety devices and other protective equipment and will comply with all safety, sanitary and fire regulations issued by the Employer. Failure to comply with this provision shall subject an employee to disciplinary action.

## **ARTICLE XXXI – CLEAN-UP TIME**

Employees will be allowed ten (10) minutes clean-up time before their lunch break and ten (10) minutes clean-up time before the end of their shift.

## **ARTICLE XXXII – SENIORITY**

Seniority shall be defined as the length of continuous service from the last date of hire. Employees shall not be entered on the seniority list nor exercise seniority rights until the completion of the 180 day probationary period.

## **ARTICLE XXXIII- TELEPHONE**

All employees covered by this Agreement shall maintain a telephone and keep the City informed of their current phone number.

## **ARTICLE XXXIV - LONGEVITY PAY**

### **Section 1.**

The City will provide longevity pay in accordance with the following schedule:

After completion of five (5) years of service - \$700.00

After Completion of ten (10) years of service - \$1,000.00

After completion of fifteen (15) years of service - \$1,300.00

After completion of twenty (20) years of service - \$1,600.00

### **Section 2.**

Longevity payments will be made annually to the employee on the first pay period immediately following the employee's anniversary date.

## **ARTICLE XXXV - SUCCESSOR CLAUSE**

In the event the operation of the City of South Lyon, in whole or in part, is assumed by any other entity, the successor organization shall offer the employees under this contract the first rights to the positions they are qualified for unless it would be in violation of legal rights and obligations of the affected employees of the successor organization.

## **WAIVER OF BARGAINING DURING CONTRACT TERM**

The City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, absent mutual agreement or a finding of illegality, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that the negotiated or signed this Agreement.

## **TERMINATION AND MODIFICATION**

- A. This Agreement shall continue in full force and effect until the thirtieth day of June 2021 and it shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.
- B. If either party desires to modify or change this Agreement, for reasons stipulated in paragraph A above, it shall, ninety (90) days prior to the termination of any subsequent termination date, give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If

notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be part of this Agreement without modifying or changing the terms of this Agreement not in conflict with such amendments.

Signatory Clause

In Witness Whereof, the parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2017 to the foregoing instrument.

FOR THE UNION FOR THE EMPLOYER  
COUNCIL 25 AFSCME, AFL-CIO  
LOC 2720

FOR THE EMPLOYER

\_\_\_\_\_  
Paul Long  
Staff Representative  
Council 25

\_\_\_\_\_  
Lynne Ladner, City Manager

\_\_\_\_\_  
Ronald Brock, Chief Steward

\_\_\_\_\_  
John Galeas, Jr., Mayor

\_\_\_\_\_  
Trevor Piasecki, Chapter Chairman

\_\_\_\_\_  
Lisa Deaton, City Clerk/Treasurer

**APPENDIX A**

|                     |       |        |         |         |         |         |
|---------------------|-------|--------|---------|---------|---------|---------|
| Water/Wastewater    |       |        |         |         |         |         |
|                     |       |        |         |         |         |         |
|                     | START | 1 YEAR | 2 YEARS | 3 YEARS | 4 YEARS | 5 YEARS |
| CURRENT             | 16.22 | 17.39  | 18.51   | 19.71   | 20.81   | 21.96   |
| Effective Date 2017 | 16.71 | 17.91  | 19.07   | 20.30   | 21.43   | 22.62   |
| 07/01/2018          | 17.25 | 18.49  | 19.69   | 20.96   | 22.13   | 23.36   |
| 07/01/2019          | 17.85 | 19.14  | 20.38   | 21.69   | 22.90   | 24.18   |

|                      |       |        |         |         |         |         |
|----------------------|-------|--------|---------|---------|---------|---------|
| Dept of Public Works |       |        |         |         |         |         |
|                      |       |        |         |         |         |         |
|                      | START | 1 YEAR | 2 YEARS | 3 YEARS | 4 YEARS | 5 YEARS |
| CURRENT              | 15.49 | 16.69  | 17.86   | 19.06   | 20.28   | 21.50   |
| Effective Date 2017  | 15.95 | 17.19  | 18.40   | 19.63   | 20.89   | 22.15   |
| 07/01/2018           | 16.47 | 17.75  | 19.00   | 20.27   | 21.57   | 22.87   |
| 07/01/2019           | 17.05 | 18.37  | 19.67   | 20.98   | 22.32   | 23.67   |

|                     |       |       |
|---------------------|-------|-------|
| Foreman             |       |       |
|                     |       |       |
|                     | DPW   | W/W   |
| CURRENT             | 22.03 | 24.15 |
| Effective Date 2017 | 22.69 | 24.87 |
| 07/01/2018          | 23.43 | 25.68 |
| 07/01/2019          | 24.25 | 26.58 |

- Effective date 2017 – 3.00% of base wage
- July 1, 2018 – 3.25% of base wage
- July 1, 2019 – 3.50% of base wage