

AGREEMENT

BETWEEN

CHARTER TOWNSHIP OF NORTHVILLE

AND

**MICHIGAN COUNCIL NO. 25,
AFSCME LOCAL 2720, AFL-CIO
(Water & Sewer)**

**Effective January 1, 2024 to December 31,
2027**

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ARTICLE 1 – PURPOSE AND INTENT

- 1.1 The purpose of this Collective Bargaining Agreement (Agreement) is to set forth in writing all of the understandings and agreements reached between the parties regarding wages, hours and working conditions in order to best serve the interests of the community, improve the services rendered by the Union, and to provide an orderly and equitable means of resolving all future differences which may arise.

ARTICLE 2 – RECOGNITION

- 2.1 Pursuant to, and in accordance with, all applicable provisions of Act 336 of the Public Acts of Michigan of 1947, as amended, the Employer (Township) does hereby recognize the Michigan Council No. 25, AFSCME, AFL-CIO (Union) as the exclusive representative for the purpose of collective bargaining in respect to rates of pay and hours of employment for all Public Works Department employees employed by the Charter Township of Northville excluding Supervisors, clerical, and all other Township employees, and subject to the restrictions contained in Paragraph 3.3 concerning probationary employees.

ARTICLE 3 – UNION RIGHTS

- 3.1 Employees and their representatives will have the right to join the Union, to engage in lawful activities for the purposes of collective negotiations or bargaining, to express or communicate any views, grievances, complaints or opinions related to the conditions or compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination or reprisal. However, no employee will engage in any political activity of any kind during work hours nor will Union employees engage in Union activities during work hours unless expressly permitted herein.
- 3.2 A two-person Grievance Committee will be identified by the Union. A member of this Committee will be afforded reasonable time during regular working hours, without loss of pay, for the processing of grievances and enforcement of this Agreement, provided that this does not interfere with or disrupt the operations of the Public Works Department. The Union will notify the Township of the names and titles of their representatives within one week after their appointment. No representative will be permitted to act as such until the Township is advised that the person has become a representative. Only one person from the Grievance Committee will act at any one time on any grievance.
- 3.3 All new employees will serve a probationary period of six months, during which time they work at the will of the Township and may be terminated with or without cause. Probationary employees will be represented by the Union

for collective bargaining purposes only – not for any discipline or discharge proceeding or in any other matter – and work at the will of the Township.

- 3.4 The Union, in contract negotiations, may be represented by not more than two Union representatives. In addition, the Union may be represented in contract negotiations by counsel and state Union representatives.
- 3.5 Union may, upon approval by the Director of Public Services or his/her designee schedule meetings on Township premises. On-duty employees, with permission of the Director of Public Services or his/her designee may attend these scheduled meetings.
- 3.6 Orientation: The union will have the right and opportunity to hold an orientation with all newly hired employees in the collective bargaining unit. This orientation session will be for the purpose of explaining the new employee's contractual rights and introducing him/her to the Union. The orientation will be held within 30 calendar days of the employee's hire date; or an agreed upon time between the Employer and the Union. The orientation will be during working hours at a time agreed by the employee's immediate supervisor, not to exceed one hour in duration. The Union member and the new employee shall be afforded time during regular working hours, without loss of pay, for the opportunity to meet and hold such orientation.

ARTICLE 4 – AGENCY SHOP

- 4.1 All members of the bargaining unit will, as a condition of employment, become members of the Union within 30 days of employment or entering or re-entering the bargaining unit or pay a service fee if they choose not to join the Union, pursuant to Article 5. The Township, upon receipt of a written notice from the Union that any employee has not paid the required service fee, will terminate the employment of said employee within 30 days from the date of said notice, unless said employee reinstated the payment of his service fee prior to the expiration of the 30 day period. Terminations will be handled in accordance with the terms of Article 5.

ARTICLE 5 – DUES CHECKOFF

- 5.1 After the effective date of this Article and thereafter during the life of the Agreement, and to the extent the law of the State of Michigan permit, the Township agrees to deduct from the pay of employees who are Union members, the regular, usual, periodic, and uniform dues of the Union levied in accordance with the Constitution and By-Laws of the Union and which are uniformly required, or, in the alternative, the service fee, provided, however, that the Union will first present to the Township a certified checkoff list consisting of a statement of the amount of the dues and/or service fees certified by the Treasurer of the Union together with written authorization of a

- suitable form signed by the employee allowing such deductions and payment to the Union at least 30 day prior to the date on which dues and/or service fees are to be deducted. The Union will be fully responsible for the validity and correctness of the certified checkoff list and authorizations and the Union will indemnify and save the Township harmless against any and all claims, demands, suits or other forms of liability, including attorney fees, that may arise out of or by reason of action taken or not taken by the Township in reliance upon such certified checkoff list and authorization. An employee may revoke his authorization for dues or service deduction upon 60 days written notice to the Township.
- 5.2 Dues will be deducted in equal amounts from each pay and will be remitted to the Treasurer of the Union within 30 day thereafter with a list of the employees from whom dues have been deducted. In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Union. The Township 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 voluntary 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 Township and the Union. The Township agrees to remit the deduction 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.
- 5.3 An employee will cease to be subject to checkoff deductions beginning with the month immediately following the month which he/she is no longer a member of the bargaining unit.
- 5.4 The Township will not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than those constituting actual deductions made from wages earned by employees. Deductions will be made only in accordance with the provisions of this Agreement. The Township will have no responsibility for the collection of initiation fees, fines, special assessments or any other deduction not in accordance with this Article.
- A. For the purposes of this contract, the Township will have no responsibility to collect, or deduct for, any dues, fees, or any other sums deemed to be owed to the Union which occurred or accrued prior to the signing of this Agreement.

- 5.5 Employees who tender the dues or service fee, will be deemed to have met the conditions of this Article, if they are not more than 60 days in arrears in payment.
- 5.6 The Union will accept into membership each employee who becomes eligible to be a member of the collective bargaining unit and who tenders to the Union the periodic dues uniformly required as a condition of acquiring or retaining membership in the Union.
- 5.7 This Article is effective only to the extent the laws of the State of Michigan permit. In the event that this article is challenged through the Michigan Employment Relations Commission or other authority, or the courts, and this Article is found to violate the law, the Union will be responsible for any loss or damage, including back pay, awarded by the court or other legal authority.
- 5.8 Whenever the Union requests a payroll deduction of an agency fee and an employee objects, justification for that fee, including specific accounting of the calculation of the fee, as well as a deduction, if any, to be made there from concerning political activity, etc., will be provided to the Township and the employee in question by the Union.
- 5.9 The Union will provide a lawful review and accounting procedure pursuant to this Article.
- 5.10 The Union will indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability, including attorney fees, that may arise out of or by reason of actions taken or not taken by the Township pursuant to the provisions of this Article.

ARTICLE 6 – MANAGEMENT RIGHTS

- 6.1 The Township, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself and its designated representatives, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers, except those which are specifically relinquished herein, are reserved to and remain vested in the Township and its designated representatives, include, but without limiting the generality of the foregoing, the right:
 - A. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered to the public, staffing levels, the control of equipment to be used, and the discontinuation of any service or method of operation;

- B. To introduce new equipment, methods or processes, change or eliminate existing equipment, institute technological changes, and decide on supplies and equipment to be purchased;
- C. To subcontract or purchase the construction of new facilities or the improvement of existing facilities; to subcontract or purchase work processes or services, subject to the understanding that if the specific work regularly performed on the effective date of the Agreement by bargaining unit employees is to be subcontracted or contracted out and such subcontracting or contracting out of work would cause the layoff, reduction, or elimination of positions in the bargaining unit, the Township will notify the Union at least five business days before the effective date;
- D. To determine the number, location and type of facilities and installations;
- E. To determine the size of the workforce;
- F. To hire new employees or to assign and lay off employees so long as a layoff is done subject to the terms of this Agreement;
- G. To permit Township employees not included in the bargaining unit, to perform bargaining unit work during emergencies or when the Township is unable to contact any union members to perform the work;
- H. To direct the work force, to assign the type and location or work assignments, and to determine the number of employees assigned to operations;
- I. To establish, change, combine or discontinue job classifications;
- J. To determine show-up time, lunch, rest periods and clean-up times, the starting and quitting times and the number of hours to be worked;
- K. To establish work schedules, work standards, and the methods, processes and procedures by which such work is to be performed;
- L. To discipline, suspend, and discharge for cause, subject to this Agreement, and to discharge probationary employees without cause at the will of the Township;
- M. To adopt, revise and enforce reasonable Township and departmental rules and regulations and to carry out cost and general improvement programs. The Township will be required only to notify the Union regarding amendments and adoption of said rules and regulations. The Union will receive this notice five days prior to the effective date of said rule(s) and/or amended rule(s) and regulations;

- N. To transfer, promote and demote employees from one classification to another, subject to this Agreement;
- O. To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of the employees to perform available work, subject to the Agreement;
- P. To establish training requirements for purposes of maintaining or improving professional skills of employees and for purposes of advancement.

It is agreed that these enumerations of management prerogatives will not be deemed to exclude other prerogatives not enumerated and, except as specifically abridged, delegated, modified or granted by this Agreement, all of the rights, powers and authority the Township had prior to the signing of this Agreement are retained by the Township and remain exclusively and without limitation within the rights of the Township.

ARTICLE 7 – STRIKES, SLOWDOWNS AND WORK STOPPAGES

- 7.1 During the life of this Agreement, the Union will not cause its members to cause nor will any member of the Union take part in any strike, sit-down, stay-in or slow-down, work stoppage, curtailment of work, restriction of work or interference with the operations of the Township. The Union will not cause nor will any member of the Union take part in any strike or stoppage with regard to any of the Township's operations during the life of this Agreement.
- 7.2 The Union agrees it will take prompt, affirmative action to prevent or stop unauthorized strike, sit-down, stay-in or slow-down, work stoppage, curtailment of work, restriction of work or interference with the operations of the Township by notifying the employees that it disavows these acts.
- 7.3 The officers of the local will take prompt, affirmative action to try to prevent any strike, sit-down, stay-in or slow-down, work stoppage, curtailment of work, restriction of work or interference with the operations of the Township of any kind.
- 7.4 The Township will have the right to discipline, up to and including summary discharge, any employee who instigates, participates in, or gives leadership to any activity prohibited by this Article.

ARTICLE 8 – WORK SCHEDULE

- 8.1 The regular work week will consist of five work days commencing on Monday and ending on Friday, for a 40 hour work week.
- 8.2 The Township reserves the right to deviate from the established work schedule in cases of emergency. Emergency includes the need to have personnel perform the required tasks in the department.

- 8.3 Employees called into work during non-scheduled working hours, or who are required to continue work immediately after his/her regular quitting time, will be allowed adequate time to eat while performing such duties.
- 8.4 Should an employee work a shift and a half or more within a continuous 24 hour period, starting with his/her normal shift time, he/she will be released, if he/she desires, for an adequate period of rest and recovery before he/she is required to report to work for his/her next normal work day.
- 8.5 Should an employee work four hours or more any time prior to the start of his/her shift following a Sunday or a holiday, he/she will be permitted to be released, if he/she desires, for an adequate period of rest and recovery before he/she is required to report to work for his/her next normal work day.

ARTICLE 9 – OVERTIME

- 9.1 All employees will be paid the rate of one and one-half times their hourly rate for all hours worked in excess of 40 hours per week except for non-scheduled work performed on a Sunday or a holiday. Employees will be compensated for unscheduled Sunday and holiday work at two times their hourly rate for all hours worked.
- 9.2 If an employee is required to work on a Saturday, which work is not part of his/her regularly scheduled 40-hour work week, the employee will be paid at one and one-half times his/her normal hourly rate.
- 9.3 Overtime will only be permitted when authorized by the Director of Public Services or his/her designee.
- 9.4 Overtime will be distributed as equally as possible amongst all regular employees on a rotating basis.
- 9.5 Any emergency duties will be determined by the Director of Public Services or his/her designee.
- 9.6 Employees called by the Director of Public Services or his/her designee to perform necessary emergency work will be paid a minimum of three hour call out providing that the employee responds physically to the call.
- 9.7 An employee, at his/her option, may accrue authorized overtime to a maximum of 80 hours to be placed in a compensatory time bank for the employee.
- 9.8 Any overtime hours which the employee wishes to be placed in the compensatory time bank must be so designated at the end of the pay period in which the time was earned. At that time, the hours placed in the compensatory time bank are to be calculated at time and one-half. Overtime hours worked on a Sunday or holiday are to be calculated at double time.

- 9.9 Authorization to use compensatory time will only come from the Director of Public Services or his/her designee, but such authorization will not be unreasonably withheld. At that time the hours used would be paid at the regular rate of pay.
- 9.10 Under no circumstances will the use of compensatory time result in the Township having to pay overtime rates to any other employee.

ARTICLE 10 – TOWNSHIP POLICIES AND PROCEDURES

- 10.1 The Charter Township of Northville Policies and Procedures, including any amendments thereto, will apply unless specifically overruled or in conflict with the terms of this Agreement.

ARTICLE 11 – SENIORITY

- 11.1 All employees who successfully complete their probationary period (see paragraph 3.3) will acquire seniority based on the employee's most recent starting date of full-time employment with the Public Works Department. There will be no seniority amongst probationary employees.
- 11.2 Employees hired on the same day will be listed on the seniority list based on their pre-hiring test scores.
- 11.3 An up-to-date seniority list will be furnished to the Union upon request, within one week of such request.
- 11.4 An employee will lose his/her seniority for the following reasons:
 - A. If the employee quits, resigns, or retires;
 - B. If the employee is discharged and not reinstated;
 - C. If the employee is absent from work for three working days without properly notifying the Township, unless the reason for such absence is a permitted absence under the provisions of this Agreement. Upon expiration of the three day period, the Township will send written notice to the employee by registered mail, return receipt requested to his last known address, and also emailed to the last known email address, that his/her seniority has been forfeited and his employment has been terminated.
 - D. If the employee does not return to work at the end of an approved leave without a reasonable and valid excuse;
 - E. If the employee does not return to work within seven calendar days following recall from a lay off.
 - F. If the employee is off active duty for any reason for more than two years.

ARTICLE 12 – NEW CLASSIFICATIONS

- 12.1 Classifications other than those used by the Township at the time this Agreement is executed may be added to the department by the Township. The Township will notify the Union prior to establishing a new classification and rate structure.

ARTICLE 13 – JOB UPGRADING, PROMOTIONS AND NEW POSITIONS

- 13.1 The Employer will determine whether vacancies will be filled.
- 13.2 The promotional process will be determined based on mutual agreement between the Employer and the Union.
- 13.3 Any employee who is promoted will be required to serve a six month probationary period. If an employee fails to successfully complete the probationary period, he/she will revert to a position of his/her former classification. If no vacancy is available in his/her former classification, the employee will assume the duties of the next lower classification at the rate of pay earned before being promoted and will remain at that classification until an opening in his/her former classification becomes available.

ARTICLE 14 – LAYOFF AND RECALL

- 14.1 Layoff will mean the separation of an employee from the active workforce due to a lack of work or a lack of funds.
- 14.2 In deciding which employees are to be laid off, seniority will be considered in conjunction with overall on-the-job performance. Nothing will prevent the Township from laying off a more senior employee whose work performance as documented in the employee's personnel file, is substantially lower than that of a less senior employee. After layoff, employees will be recalled in reverse order of layoff.
- 14.3 The Human Resources Department will give written notice to the Union and to those employees who are affected, of any proposed layoff and/or recall. Such notice will be provided at least seven calendar days before the effective date thereof.
- 14.4 All notices of recall will be sent by certified mail to the last known address of the laid off employee and email to employee's last known personal email address. If an employee fails to report to work within seven calendar days after delivery of said recall notice, the Township will consider the employee as having terminated his employment. If an employee is laid off for more than two years, he/she will lose any and all rights to recall by the Township.
- 14.5 Employees' seniority will accrue during layoff but not to exceed double the employees' seniority at the time of layoff, and no more than a maximum of

two years seniority can be accrued by any laid off employee. During layoff, no fringe benefits will accrue.

ARTICLE 15 – STEWARDS

- 15.1 The Union will designate one job steward and one alternate from the employees' seniority list in accordance with paragraph 3.2 of this Agreement. The authority of the job steward and alternate will be limited to, and will not exceed, the following duties and activities:
- A. Investigation and presentation of grievances, provided that the steward first receives permission for the investigation or presentation of grievance from the Director of Public Services or his/her designee. This request for permission will be granted within the 24 hour period following the request.
 - B. Transmission of messages and information which originate with and are authorized by the local union or its officers; provided such messages and information are not submitted during the steward's working hours, and
 - 1. have been reduced to writing; or
 - 2. if not reduced to writing, are of a routine nature and do not involve work stoppage, slow-downs, refusal to handle goods, or any other interference with the Employer's business.
- 15.2 The Union steward will represent employees and is authorized to resolve grievances and other employee matters on behalf of such employees in any step of the grievance procedure provided for in this Agreement. Such resolved grievances will be final and binding on the employees and the Union.

ARTICLE 16 – GRIEVANCE AND ARBITRATION

- 16.1 A grievance is defined as an alleged violation of a specific article and section of this Agreement. If any such grievance arises during the term of this Agreement, it will be submitted in accordance with the following Grievance Procedure. A grievance will be processed utilizing the forms agreed upon by the parties.
- 16.2 Prior to filing a formal grievance, the employee and/or his/her chosen representative will attempt to settle the grievance at the department level. If the parties are unable to informally resolve the matter, a formal written grievance stating the specific article and section of this Agreement alleged to be violated, together with the facts giving rise to the grievance, the relief requested, and signed by the employee must be filed within 15 business days

of the occurrence out of which the grievance arises. The formal grievance proceeding will consist of the following steps:

- Step One. Submitting the grievance to the Director of Public Services or his/her designee, who will have ten calendar days to render a decision.
- Step Two. In the event that the decision rendered in Step One is not satisfactory to the employee or the Union, either the employee or the Union, on behalf of the employee, may submit an appeal within ten calendar days of the decision in Step One to the Township Manager or his/her designee. The Township Manager or his/her designee, shall meet with the aggrieved employee and the Union at a time and date mutually agreeable to the parties. The Township Manager or his/her designee will consider the matter and will give a written reply within 10 calendar days from the date of submission of the grievance to the Township Manager or his/her designee.
- Step Three. In the event that the grievance is not settled in Step Two, the Union may invoke arbitration by submitting a letter of intention to arbitrate to the Township Manager or his/her designee. Such letter of intent to arbitrate must be submitted within 28 calendar days after receipt of the Step Two answer or expiration of the Step Two time limits.

- 16.3 Any grievance not advanced to the next Step by the Union within the time limit in that Step will be deemed abandoned. If the Township does not answer a grievance within the time limits prescribed in this Article, the grievance will be considered automatically referred to the next Step of the Grievance Procedure. Time limits may be extended by mutual agreement, in writing.
- 16.4 Any grievance which arose prior to the execution date of this Agreement will not be processed.
- 16.5 Any agreement between the Township and the Union representatives is binding on all workers affected and cannot be changed by any individual.
- 16.6 In no event will an individual, without prior Union approval, be permitted to invoke arbitration under this Agreement.
- 16.7 The Union and the Township shall agree to a list of five Arbitrators who are acceptable to both parties. During the course of this Agreement, any grievance involving arbitration will be referred to one of the five Arbitrators for resolution. The rules of the American Arbitration Association (AAA) will be followed.

- 16.8 The selected arbitrator will confer with the parties, hold a hearing promptly, and will issue his/her decision not later than 30 calendar days from the date the hearing is completed. The arbitrator's decision will be in writing, and will set forth his/her findings of fact, reasons, and conclusions on the issues submitted.
- 16.9 The fees and expenses of the Arbitrator, including all filing fees, will be borne equally by each party. All other expenses will be borne by the party incurring them, and neither party will be responsible for the expenses of the witness called by the other.
- 16.10 Jurisdiction of the Arbitrators
- A. The jurisdiction of the Arbitrator will be limited to the determination of grievances as defined in Section 16.1 of this Article.
 - B. The Arbitrator will have no power to add to or subtract from or modify any of the terms of this Agreement. He/She will have no power to specify the terms of a new Agreement.
 - C. His/Her powers will be limited to deciding whether the Township has violated the express articles or sections of the Agreement and he/she will not imply obligations or conditions binding upon the Township from this Agreement; it being understood that any matter not specifically set forth herein remains within the reserved rights of the Township.
 - D. There will be no appeal from the Arbitrator's decision if it is within the scope of his/her authority as set forth above. The Arbitrator's decision will be final and binding on the Union, its members, the employee or employees involved, and the Township.
- 16.11 The Township agrees to make available to the Union, without cost upon reasonable request, information that may be necessary for the processing grievances or complaints.

ARTICLE 17 – DISCIPLINE

- 17.1 The Township agrees that all disciplinary or discharge actions for all non-probationary employees will be issued for cause.
- 17.2 The employer shall not use to justify current discipline any prior discipline action issued two years prior to the current incident. If during the said two years, there has been no further discipline of the employee, the prior disciplinary action will be removed from the personnel file, upon request.
- 17.3 If the Township has reason to discipline an employee, it will be done in a manner that will not embarrass the employee before other employees or the public.

- 17.4 The Union or employee will have the right to process suspension or discharge cases commencing at Step Two of the grievance procedure.
- 17.5 In any case where an employee disciplinary action is necessary, the following order of procedures will generally follow:
- A. Oral reprimand;
 - B. Written reprimand;
 - C. Suspension or demotion;
 - D. Removal or discharge.

Nothing in this section will prevent the Director of Public Services or his/her designee from taking immediate and appropriate disciplinary action at any level should it be required by the circumstances, with proper notice thereof to the Union at the time such immediate action is taken.

ARTICLE 18 – PROBATIONARY EMPLOYEES

- 18.1 New employees hired in the bargaining unit will be on probation for the first six months of their employment. After the six month period, the employee's name will be added to the seniority list, and his/her seniority will be computed from the date of his employment.
- 18.2 The Township, prior to the end of a new employee's probationary period, may extend the probationary period for up to 60 days.
- 18.3 There will be no seniority among probationary employees.

ARTICLE 19 – TEMPORARY ASSIGNMENTS

- 19.1 When an employee is assigned to work in a higher classification, the employee will be paid the rate for the higher classification for all hours worked. On temporary assignments to lower-rated jobs, the employee will suffer no reduction in pay. Assignments to lower-rated jobs due to layoff will be paid at the hourly rate for the job filled.
- 19.2 Tabulation of such time will be kept by the Director of Public Services or his/her designee.

ARTICLE 20 – LEAVE OF ABSENCE

- 20.1 A leave of absence is a written authorized absence from work for not more than 30 calendar days at a time, without pay, and without benefits. A leave may be granted, denied or extended in the sole and exclusive discretion of the Director of Public Services or his/her designee upon written request from the employee who must state the reason for such leave on the application.

- Only a permanent full-time employee who has worked continuously for the Township for six months or more may be granted a leave of absence.
- A. Leaves requested due to illness must be accompanied by a medical doctor's certificate that the employee is unable to work and the reason therefore.
 - B. In no event will the duration of any leave exceed three calendar months.
 - C. All leave requests must state the exact date on which the leave begins and the exact date on which the employee is to return to work.
 - D. If an employee obtains a leave of absence other than for the reason stated at the time the request is made, the employee will be terminated from Township's employment.
 - E. Failure to return to work on the scheduled return date may be cause for termination in the sole discretion of the Township.
 - F. Employees will not accept employment elsewhere while on a leave of absence unless prior written approval is obtained from the Director of Public Services or his/her designee. Acceptance of employment or working for another employer while on leave of absence will result in termination of employment with the Township.
 - G. No employee will return to work prior to the expiration of his leave unless otherwise agreed to by the Township.
 - H. Time absent on unpaid leave will not be counted as time at work for any purpose except as hereinafter provided.
 - I. Unpaid leave will only be granted once an employee has exhausted all of his/her available leave time.
- 20.2 Upon the return of an employee from a leave of absence, he/she will be reemployed at work generally similar to that which he/she last performed, and at the prevailing rate of pay for the job, if such work is available.
- 20.3 If an employee is ill and does not have sufficient leave time to cover an absence from normal job functions due to illness, he/she may apply in writing for an unpaid leave of absence for up to a 30 day period renewable for good cause shown by the employee but not for longer than three months from the first date of illness. The Township reserves the right before granting or renewing a leave of absence for illness to require authentication in writing from a physician of such illness.
- 20.4 Any employee on a leave of absence for any reason, including but not limited to illness, who does not return to work within three calendar months of

leaving, will cease to be an employee and that employee's seniority will automatically be terminated.

ARTICLE 21 – SICK LEAVE

- 21.1 Every full-time employee will be entitled to paid sick leave equal to one full workday computed at straight time rates for each completed month of service, granted in eight hour increments during the payroll covering the pay period that includes the first day of the month.
- 21.2 An employee may utilize sick leave for absences due to personal illness or physical incapacity or for an illness to a member of the employee's immediate family who requires personal care and attention when there is no one else available to provide such care. Sick leave under the immediate family provision will be limited to five days in any one year. Extensions may be granted at the sole discretion of the Township.
- 21.3 When an absence occurs for one of the reasons outlined in paragraph 21.2, the employee must notify his/her immediate supervisor as soon as possible. Failure to do so may be cause for denial of sick leave with pay for the period of absence.
- 21.4 The Township may, at any time, require evidence in the form of a medical certificate from an attending physician outlining the reason(s) for the absence. Failure to provide such certification upon request may result in the employee being denied the use of sick leave for the period of absence. Falsification of medical certification will result in disciplinary action up to discharge.
- 21.5 An employee making a claim for sick leave pay, which the Township considers excessive or abusive, will be required to take a physical examination, by a physician of the Township's choice without cost to the employee, to determine the physical fitness of the employee to perform his duties.
- 21.6 Sick leave will not be allowed in advance of being earned. If an employee has insufficient sick leave credits to cover a period of absence, no allowance for sick leave will be posted in advance or in anticipation of future sick leave credits. Employees may use personal days or vacation time provided sick time is exhausted.
- 21.7 Employees will be allowed to accumulate earned, unused sick leave up to a maximum of 120 days. Reimbursement for unused sick days under paragraph 21.8 will, however, be based on a maximum accumulation of 60 days.
- 21.8 Accumulated sick leave will be paid upon termination or retirement calculated on the basis of one-half of the number of days in the bank, up to 60 days, times the employee's then existing daily wage rate. The maximum

pay out under this provision will equal not more than 30 days' pay at the employee's then existing rate of pay.

- 21.9 The Township, after a prolonged illness or accident, may require than an employee present medical certification of his physical or mental fitness to return to work.
- 21.10 An employee on an extended unpaid leave of absence, suspension, or Long-term disability will not accrue sick or vacation leave.
- 21.11 The Township agrees that it will be subject to the Family Medical Leave Act during the term of this Agreement.

ARTICLE 22 – BEREAVEMENT LEAVE

- 22.1 All employees may be granted time off from their duties with compensation to make burial arrangements and attend funeral services for members of their immediate families (as defined herein), or a close acquaintance, under the following terms and conditions:
 - A. Employees must notify their immediate supervisor prior to taking bereavement leave. Failure to comply may be cause for denial of such leave.
 - B. An employee requesting bereavement leave may be required to produce evidence to establish that the deceased person is a member of the immediate family or a close acquaintance and the time and place of the funeral.
 - C. In order to be compensated under this Section, the employee must have been scheduled to work on the day(s) taken.
- 22.2 Bereavement leave will be allowed as follows:
 - A. Husband, wife, life-partner (must cohabit), child, step-child, father, mother, step-father, step-mother, father-in-law, mother-in-law, sister, brother, or grandchild of the employee/employee's spouse/employee's life partner – five days.
 - B. Grandmother, grandfather, step-sister, step-brother, sister-in-law, brother-in-law, aunts, uncles, nieces, nephews of the employee/employee's spouse/employee's life-partner – two days.
 - C. Close acquaintance (documentation must be provided) – one day.
 - i. The Township will consider requests for funeral leave for a close acquaintance on a case by case basis based on specific circumstances.

- D. The Township will consider extensions of funeral leave on a case by case basis based on specific circumstances. An extension granted will not set precedence for future requests.

ARTICLE 23 – PERSONAL LEAVE

- 23.1 All new hires (probationary employees) will be entitled to personal business days during their first fiscal year based on the following schedule:

January 1 – March 31	4 days
April 1 – June 30	3 days
July 1 – September 30	2 days
October 1 – December 31	1 day

- 23.2 Beginning the second fiscal year of their employment full-time employees will be allowed four non-cumulative personal business days with pay for personal business. Requests for a personal business day must be made to the employee's supervisor not less than 24 hours prior to beginning of the shift.
- 23.3 Personal days will not be accumulated and must be taken during the calendar year of January 1st to December 31st, or the unused days will be lost forever.
- 23.4 A request for a personal business day may be denied if the absence of the employee would unreasonably interfere with the services required to be performed within the Township.

ARTICLE 24 – VACATION

- 24.1 Each full-time employee of the bargaining unit, whether probationary or vested with seniority will earn the following vacation days with pay at the regular straight time pay.

At the beginning of each year, all full-time, non-probationary employees will be granted the following number of vacation days in accordance with their number of years of service:

After First Year	-	Five (5) days
After Second Year	-	Twelve (12) days
After Third Year	-	Fourteen (14) days
After Fourth Year	-	Sixteen (16) days
After Fifth Year	-	Nineteen (19) days

After Sixth Year - Twenty-two (22) days, continuing with an additional day earned for each year of service, not to exceed twenty-six (26) days in any one year.

- 24.2 Any employee who had a break in employment status, for any reason, other than on-the-job disability, and is subsequently re-employed will be deemed to be a new employee in the first year of service for purposes of computing vacation time.
- 24.3 Vacation time is earned during the calendar year and granted the following January 1. An employee may accumulate vacation days each year with when added to the next year's eligibility would equal no more than 35 days. Any additional time beyond 35 days will be forfeited. The year earned will be based on the employee's employment anniversary date.
- 24.4 Upon retirement or resignation, an employee may be paid for unused annual leave accumulated in that year based upon a proration for the year of retirement or resignation. Such time may also be paid to an employee's estate upon death of that employee.
- 24.5 Use of any vacation time must have prior approval of the Director of Public Services or his/her designee. Such approval should be requested at least two weeks prior to the desired date(s).
- 24.6 Should there be a conflict among employee requesting similar vacation days, preference may be given based upon seniority (i.e., the more senior employee may have priority over the less senior). Consideration may also be given to the amount of notice given (i.e., how long ago the request was made).
- 24.7 In case of illness, employees can use their vacation time, if needed, after all sick time benefits are exhausted.
- 24.8 The Township may restrict when an employee may be on vacation, provided however, such restrictions must be reasonable and based upon the needs of the Township.

ARTICLE 25 – HOLIDAYS

- 25.1 The following paid holidays will be compensated based on eight (8) hours pay (holiday pay) at the employee's straight time hourly rate:

- New Year's Day
- Martin Luther King Day
- Presidents Day
- Good Friday
- Memorial Day
- Independence Day

Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
Employee's Birthday

- 25.2 To be eligible for holiday pay, an employee must:
- A. Be a full-time employee.
 - B. Worked 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.
 - C. Be otherwise scheduled to work on such day if it had not been observed as a holiday.
- 25.3 Holidays occurring during an unpaid leave of absence, long-term disability, suspension, or layoff are not compensable.
- 25.4 If employees covered by this Agreement work on any holiday hereinbefore designated, the pay for such holiday will not exceed the employee's double time rate. Double time will be understood to include the eight hours at straight-time which would have been paid if the holiday had not been worked.
- 25.5 Employees covered by this Agreement who do not work on the holidays hereinbefore designated, and who meet the eligibility requirements hereinbefore set forth, will be compensated for such holiday based on eight hours pay at the straight-time hourly rate, excluding premiums, of the particular employee.
- 25.6 When an employee is scheduled or agrees to work on one of the hereinbefore designated holiday, or the day observed in lieu thereof, if any, and does not work as scheduled or agreed, such employee will not receive regular or holiday pay for that day.

ARTICLE 26 – REIMBURSEMENT OF EDUCATION EXPENSES

- 26.1 An employee, with the approval of the Director of Public Services or his/her designee, and in accordance with the Township Tuition Reimbursement Policy, may take classes or courses of study directly relating to the work of the Township, which do not interfere with the employee's scheduled hours of work.

- 26.2 Reimbursement will be limited to expenses actually incurred by the employee for tuition, books, and fees not to exceed the current federal limit on tax free reimbursement, subject to change annually, per calendar year.

ARTICLE 27 – INSURANCE

- 27.1 The following health care plan will be provided by the Township to full time employees with employee contributions based on a percentage of the plan premium.

A. Health Care

<u>HMO</u>	
Office Visit	\$20
Emergency Room	\$75
Hospital Copay	\$250 per admission
Prescription Coverage	\$10/\$20/\$40 MOPD 2x

The Township will follow the Public Act 152 “publicly funded health insurance contribution act” that will be in effect on September 1, 2012.

Employees of this bargaining unit may elect to opt-out of Township provided health insurance. Those electing to opt-out will be paid an annual sum of \$3,000 for health insurance, to be paid on the last pay in November (pro-rated by months covered, December-January). Employees who elect to opt-out of health insurance must provide proof of other coverage in order to qualify for the opt-out payment.

New employees or employees who experience a qualifying event (marriage, childbirth, divorce, dependent losing eligibility, etc.) must notify the Township within 30 calendar days of the event. Any cost incurred by the Township due to continuation of coverage for a non-qualifying dependent will be the sole responsibility of the employee.

B. Dental Insurance

The Township will provide a dental benefit to employees and their dependents.

<u>Dental Plan</u>	
100/75/50 co-insurance	
\$1,000 maximum per year	

C. Vision Insurance

The Township will provide a vision benefit to employees and their dependents.

<u>Vision Plan</u>	
12/12/12	

\$10 Exam copay
\$100 allowance for frame

D. Life Insurance

The Township agrees to maintain life insurance for each permanent full-time employee in the amount of \$50,000 with \$50,000 AD&D.

E. Worker's Compensation

The Township agrees to maintain worker's compensation insurance consistent with the applicable Worker's Compensation Laws.

F. Disability Insurance

Short Term Disability. The Township will provide short-term self-insured disability insurance for all full time employees. The benefits provide 50% of an employee's basic weekly earnings. The first 15 scheduled work days after an accident or sickness is a waiting period and then the next ten weeks are short-term benefits. The waiting period and the other 50% of the short-term benefits can be supplemented from the employees leave banks.

Long-Term Disability. The Township agrees to maintain long-term disability insurance for all active full time employees. The benefits provide 66 2/3% of an employee's basic monthly earnings up to \$5,000 per month maximum, with a 90 day waiting period and payable to age 65.

While on long-term disability an employee will continue to receive health care coverage for the first 90 days. The employee under the COBRA Act can elect to continue their health care coverage after the 90 days by paying the appropriate premiums.

While on long-term disability an employee will not accrue sick or vacation leave.

NOTE: Notwithstanding anything contained in this Agreement to the contrary, all benefits will be subject to the specific provisions set forth in any policy or policies maintained by the Township for the benefit of the employees. Summary information explaining the benefits, as supplied to the Township by the respective insurance carriers, will be provided to each employee and to the Union. If there are any discrepancies between the benefits described in this Agreement and the policy or policies provided by the respective insurance carriers, the policy or policies will control as per Section 27.2 (B) herein.

27.2 General Provisions

- A. The Township may select or change the insurance carrier in its discretion and will be entitled to receive any dividends, refunds, or rebates earned without condition or limit of any kind.
- B. All benefits will be subject to standard provisions set forth in the policy or policies.
- C. Benefits for otherwise eligible new employees will become effective at date of hire.
- D. Benefits terminate at the date of resignation or termination. Those employees who retire under the provisions in Section 28.2 will remain on active health insurance until the end of the month they retire. Retiree Health Care will be effective the 1st of the month following retirement.

27.3 Health Care Cost Containment

As part of any insurance coverage, the Township may establish cost containment programs at the Township's option, i.e., a change in carriers (including self-insurance) or benefits, so long as the proposed changes are equivalent to those currently in effect. The Township agrees to provide the Union with copies of any proposed changes in any insurance coverage at least 30 days before the proposed effective date of such changes. If a dispute arises between the parties concerning whether the proposed coverage is equivalent to that currently being provided, it will be resolved through the grievance arbitration procedure, with no implementation of the proposed coverage until the final outcome of the arbitration.

ARTICLE 28 – PENSION AND RETIREMENT

28.1 Pension

All full time members including new hires will be enrolled in the MERS Defined Benefit Plan.

<u>Benefits</u>	<u>Prior to 2019</u>	<u>As of Jan. 2019</u>
a) Multiplier	B-3	2.55
b) Vesting	V-10	V-10
c) FAC	FAC-3	FAC-3
d) Member Contribution	0%	3%
e) F50 Retirement Condition	F (50)25	F (50)25
f) Cost of Living Option	E-2	
g) Duty Disability	D2	D2

Effective January 1, 2019 the MERS retirement plan will be bridged to a 2.55% multiplier and a 0% COLA for all service earned after January 1, 2019. The E2 2.5% COLA benefit and 2.25% multiplier will be calculated on service accrued as of 12/31/2018 with a frozen FAC as of 12/31/2018. The FAC3, F (50)25 and D-2 rider will remain unchanged in the plan.

Effective January 1, 2015, new hires will be enrolled in the MERS Defined Benefit Plan with a 2.55% multiplier (80% max), D2 (25%) benefit with FAC-3, F (50)25.

The employee must contribute 3% of wages and the Township will contribute 20% of wages. Any amount above 20% will become the responsibility of the employees.

Final average compensation will not include any lump sum payments at retirement and/or termination.

28.2 Retiree Health Insurance

The Township agrees to continue health, dental, and vision insurance for any full time employee, (surviving) spouse and dependents upon the employee's retirement after 25 years of credited service to the Township, or at age 60 with 20 years of credited service to the Township. Once the retired employee or the employee's spouse is eligible for Medicare, that eligible retired employee or spouse will receive their primary health care through Medicare, requiring premium payment of Parts A & B, paid by the retired employee. The eligible retired employee or spouse will also be transferred to a Township provided Medicare supplemental plan. Once both the retired employee and spouse become eligible for Medicare, both members, and any dependents, will drop from the Township provided retiree healthcare and will instead be paid an annual stipend by the Township in lieu of retiree healthcare, at which time, the Township will pay the retired employee and/or spouse \$2,040 for single coverage or \$4,080 for two-people coverage, on a monthly basis. It will be the responsibility of the retired employee and/or spouse to secure supplemental insurance.

All retirees and surviving spouses will continue to receive health care coverage under the same terms, conditions and obligations which apply to active employees at any given time. Qualified retirees who elect not to enroll in the Township's Retiree Health Insurance will receive an opt-out payment of \$150/month. Those retirees are able to enroll in Retiree Health Insurance at any time with a qualifying event or at Open Enrollment.

In the event a full-time employee dies as a result of injuries incurred in the line of duty, the Township will provide health, dental, and vision insurance for the surviving spouse and any eligible dependent children of the deceased member. The insurance coverage for the surviving spouse will continue until

he/she becomes eligible for insurance coverage through his/her own employer.

All retirees, surviving spouses and dependents will continue to receive health , dental, and vision insurance under the same terms, conditions and obligations which apply to active employees at any given time.

The retiree health care contribution will be 10% of the retiree health care premium subject to change annually. The Township will provide an updated annual cost to each retiree.

New hires have the ability to opt-out of retiree healthcare by making an irrevocable election to enroll in the Health Care Savings Plan (HCSP) at time of hire. The Township will contribute \$50 per pay in the Employee's HCSP, which will have a five year vesting period. Current employees may make a one-time, irrevocable election to enroll in the HCSP within 30 calendar days of this Agreement being signed.

ARTICLE 29 – WORK CLOTHING AND IDENTIFICATION CARDS

29.1 The Township will provide work uniforms and personal protective equipment as listed below.

A. Uniform Service and Supplies

1. Two pair(s) of steel-toe boot each year *
2. Uniform jackets (lined) *
3. Coveralls *
4. Carhart jumper, jacket & hood &
5. Rain coat
6. Boots (high-rubber)
7. Hard hat w/ liner
8. Work gloves
9. Ear protectors (sound)
10. Goggles
11. Traffic vest

* Equipment to be replaced and cleaned as needed at Township expense

29.2 Foul weather gear will be replaced as needed.

29.3 The Township will supply professional identifications cards for employees to use during the performance of their jobs.

ARTICLE 30 – JURY DUTY

30.1 The Township will provide paid leave to employees for jury duty service. Additionally, employees subpoenaed to serve as witnesses in cases related to employment at Northville Township will be provided paid leave.

ARTICLE 31 – TRAVEL EXPENSE REIMBURSEMENT


31.1 The Township will provide pre-payment or reimbursement of reasonable travel expenses incurred by employees as a direct result of conducting official Township business, subject to pre-authorization, including training, conferences, workshops, etc. The Township expects and requires that prudent care will be exercised in incurring expenses resulting in the expenditure of public funds.

ARTICLE 32 – WAGES AND HOURS


32.1 Each department employee of the bargaining unit will be paid in accordance with the following schedule:

Upon Ratification	3.5%
2025	3.5%
2026	3%
2027	3%

ARTICLE 33 – SCOPE OF AGREEMENT

33.1 The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing, and ratified by the governing parties. 

ARTICLE 34 – LONGEVITY PAY

34.1 Effective January 1, 2002, a permanent full time employee who, as of the anniversary date of his/her employment, has completed five or more years of continuous employment as a Township employee will receive, in a separate check, a lump sum payment made on the first pay in December each year,  a longevity bonus of \$450. Said bonus will increase by \$50 for each additional completed year of continuous employment as a Township employee up to a maximum annual payment of \$1,500. For purposes of pro-ration, longevity payments will cover the annual period from December – November.

ARTICLE 35 – SEVERABILITY AND SAVINGS

35.1 If any article or section of this Agreement or any riders thereto, should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any rider thereto, or the application or such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restricted, will not be affected thereby.

35.2 In the event that any article or section is held invalid or if compliance with or enforcement of any article or section has been restrained, as set forth in Section 35.1, the parties affected thereby will enter into immediate collective bargaining, upon the request of either party hereto, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within 60 days after the beginning of the period of invalidity or restraint either party will be permitted all legal recourse in support of its demand.

ARTICLE 36 – LICENSURE

36.1 Employees are required to maintain a CDL Type B with the proper endorsements license as a condition of employment. The Township will pay the cost for required training, testing, CDL license, and license renewal. Under the established drug and alcohol policy, the Township will conduct drug and alcohol testing in order to comply with federal regulations. The Township will establish the policy and the Union will retain its right to grieve the reasonableness of the terms or the application of the policy.

37.2 Effective January 1, 2005, an S- license premium will be paid to eligible employees. The premium will be paid for the highest S- license held by the employee. This annual compensation will be paid the first pay period in December of each year.

S-4	\$700
S-3	\$800
S-2	\$900
S-1	\$1,000

ARTICLE 37 – WAIVER CLAUSE

37.1 It is agreed that this written Agreement constitutes the entire agreement between the parties, and all prior agreements and understanding are expressly terminated. Any amendments or clarification of this Agreement mutually agreed upon must be reduced to writing, signed by the parties, attached hereto and made a part here.

ARTICLE 38 – TERMINATION OF AGREEMENT

38.1 This Agreement will remain in full force and effect from January 1, 2024 until Midnight on December 31, 2027. The parties will commence negotiations no later than 120 calendar days prior to the contract expiration date.

In the event the Township and Local 2720.15, Council 25 AFSCME fail to arrive at an agreement on wages, fringe benefits, other monetary matters, and non-economic items by December 31, 2027, this agreement will continue and

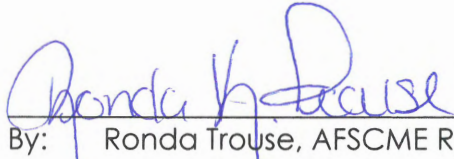
remain in full force and effect until such time as either party serves a 30 calendar day notice that this commitment no longer applies.

IN WITNESS WHEREOF, the Union and the Township have cause this Agreement to be executed in their names by their duly authorized representatives on this Friday, August 18, 2023.

AFSCME LOCAL NO 2720


By: Mitchell Berendt, President


By: Robert Podulka, Vice President


By: Ronda Trowse, AFSCME Representative

THE CHARTER TOWNSHIP OF NORTHVILLE


By: Mark J. Abbo, Supervisor


By: Glenn Caldwell, Human Resources Director


By: Wendy Hillman, Finance & Budget Director

AFSCME W&S WAGE TABLE

Position	2024 (+3.5%)		2025 (+3.5%)		2026 (+3%)		2027 (+3%)	
	Annual	\$/hr	Annual	\$/hr	Annual	\$/hr	Annual	\$/hr
Operations Leader	\$ 77,682	37.3469	\$ 80,401	38.6541	\$ 82,813	39.8138	\$ 85,297	41.0082
Crew Leader	\$ 74,694	35.9106	\$ 77,308	37.1674	\$ 79,628	38.2825	\$ 82,016	39.4309
Equipment Operator	\$ 71,858	34.5469	\$ 74,373	35.7560	\$ 76,604	36.8287	\$ 78,902	37.9336
Utility Maintenance Worker III	\$ 69,102	33.2221	\$ 71,521	34.3849	\$ 73,666	35.4165	\$ 75,876	36.4790
Utility Maintenance Worker II	\$ 56,676	27.2479	\$ 58,659	28.2016	\$ 60,419	29.0476	\$ 62,232	29.9190
Utility Maintenance Worker I	\$ 46,275	22.2477	\$ 47,895	23.0263	\$ 49,332	23.7171	\$ 50,812	24.4286