

AGREEMENT BETWEEN  
CITY OF LIVONIA  
AND  
THE POLICE OFFICERS ASSOCIATION OF MICHIGAN  
IN BEHALF OF ITS AFFILIATE  
THE LIVONIA POLICE OFFICERS ASSOCIATION

Effective December 1, 2006 to November 30, 2010

CITY OF LIVONIA  
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and the Police Officers Association of Michigan

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**AGREEMENT BETWEEN THE CITY OF LIVONIA  
AND THE POLICE OFFICERS ASSOCIATION OF MICHIGAN**

THIS AGREEMENT entered into on this 21st day of July, 2008, between the CITY OF LIVONIA, a Michigan Municipal Corporation (hereinafter referred to as the "Employer" or the "City") and the POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM), (hereinafter referred to as the "Union"), on behalf of its affiliate the POLICE OFFICERS ASSOCIATION OF MICHIGAN/LIVONIA.

**ARTICLE 1  
PURPOSE AND INTENT**

1.1: WHEREAS, the purpose of this Agreement is to set forth terms and conditions of employment, and to promote ordinary and peaceful labor relations for the mutual interest of the City of Livonia in its capacity as an Employer, and the employees, the Union, and the People of the City of Livonia; and

1.2: WHEREAS, the parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community; and

1.3: WHEREAS, to these ends the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees; and

1.4: WHEREAS, it is agreed by the City and the Union that the City is legally and morally obligated to provide equal opportunity, consideration and treatment of all employees of the City, and to establish policies and regulations that will insure such equalities of opportunity, consideration and treatment of all persons employed by the City in all phases of the employment process; and whereas to this end, basic rights and equities of employees are established through the City Charter, Ordinances and Resolutions of the City Council, and Rules and Regulations of the Civil Service Commission; and

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

ARTICLE 2  
RECOGNITION OF UNION

2.1: Now therefore, pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of Michigan of 1947, as amended, the Employer does hereby recognize the Police Officers Association of Michigan as the exclusive representative of the Police Officers Association of Michigan/Livonia for the purpose of collective bargaining, in respect to rates of pay, hours of employment, and other terms and conditions of employment for the term of this Agreement, of all employees of the Police Division of the Department of Public Safety of the Employer who hold the rank of Police Officer or Police Dispatcher.

ARTICLE 3  
MANAGEMENT RIGHTS

3.1: The Union recognizes the right of the City to operate and manage its affairs in all respects in accordance with its responsibilities. The powers or authority which the City has not officially abridged, delegated, or modified by this Agreement are retained by the City.

3.2: The Union recognizes the exclusive right of the City to establish reasonable work rules, determine reasonable schedules of work, determine and establish methods, processes, and procedures by which such work is to be performed as well as to set work standards. The City also reserves the right to make work assignments in emergency situations.

3.3: The City has the right to schedule overtime work as required consistent with the provisions set forth in Article 21.

3.4: It is understood by the parties that every incidental duty connected with assignments enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by such employees.

3.5: The City reserves the right to classify positions based on assigned duties and responsibilities or make changes in assigned duties and responsibilities. The City has the responsibility, in such classifications and duty assignments, to provide equal compensation for equal work and to reflect duties and responsibilities by appropriate classifications and compensation. In cases where an employee considers that these principles are not being observed, s/he may seek redress through the grievance procedure set forth in Article 8.

3.6: The City reserves the right to discipline or discharge for cause.

3.7: The City reserves the right in accordance with Article 12, Layoffs, to lay off for lack of work or funds, or the occurrence of conditions beyond the control of the City or when such continuation of work would be wasteful and unproductive.

3.8: No policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the following authority conferred on City Officials:

- A. The Charter responsibility of the Mayor as executive officer for enforcing the laws of the State, City Charter and Ordinances, recommending an annual budget of appropriations, and the efficient performance of all executive departments, among other executive responsibilities defined by the Charter.
- B. The Charter responsibility of the City Council, as the legislative body, for the enactment of ordinances, the appropriation of money and the determination of the City's budget, among other legislative responsibilities defined by the Charter.
- C. The Charter responsibility of the Civil Service Commission for administering a merit system of employment, adopting rules and regulations and exercising other personnel responsibilities as defined by the Charter.
- D. The Charter responsibility of the City Council and the Civil Service Commission in establishing and amending a classification of positions plan, a compensation plan, an insurance and disability plan, and retirement plan.
- E. The Charter responsibilities of the City in determining the functions and organization of the respective departments or divisions.
- F. The responsibilities of Department Heads governed by Charter provisions, ordinances and Civil Service rules:
  - 1. to hire, assign, transfer, and promote employees to positions within the agency;
  - 2. to suspend, demote, discharge, or take other disciplinary action against Employees;
  - 3. to relieve Employees from duties because of lack of work or lack of funds;
  - 4. to determine the methods, means, and personnel necessary for departmental or agency operations;
  - 5. to control departmental or agency budget;

- 6. to take whatever actions are necessary in situations of emergency to perform the functions of the department.
- G. The responsibilities to administer pay and fringe benefit plans, to provide the necessary surveys, research, rules, regulations, resolutions and ordinances for this purpose, subject to the authority of the departments and the City Council.
- H. The responsibility for administering Charter and Ordinances provisions relating to the Retirement Plan and the Insurance and Disability Plan.

ARTICLE 4  
UNION RESPONSIBILITIES

4.1: The Union, composed of employees in the City's service, having as its primary purpose the improvement of conditions of employment, agrees:

- A. That all services performed by employees included in this Agreement shall be performed under State and Local Law for and in the public interest and are essential to the public welfare. The Union, its officers and members, separately or collectively, shall neither cause nor counsel its members, or any of them, either directly or indirectly to strike, or participate in any interruption to the work, or participate in any work slowdown or otherwise interfere with any of the services of the City of Livonia. The occurrence of any such prohibited acts or actions by the Union shall be deemed a violation of this Agreement. The Union shall not be liable, however, for the acts or actions hereinbefore enumerated, not caused or authorized directly or indirectly by the Union. In any event, whether or not the Union is liable for such acts or actions, any employee who commits any of the acts prohibited in this Article may be subject to discharge or other disciplinary action, as may be applicable to such employee.
- B. Union business shall not be conducted during working hours or in City work areas, except as otherwise provided for in this Agreement.

ARTICLE 5  
UNION SECURITY

5.1: Each current employee or any employee hired on or after the execution of this Agreement, shall, as a condition of employment, either: become a member of the Union thirty (30) days after his/her hiring date or the effective date of this Agreement, whichever is later, and maintain membership in the Union; or should the employee not apply for membership in the Union, the employee shall pay a service charge in accordance with Section 5.2.

5.2: Any present or future employee who is not a Union member and who does not make application for membership, shall, as a condition of employment, pay to the Union each month, a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly dues.

5.3: The Police Division shall furnish the Union with an annual list containing the name, address, telephone number, and continuous service date for each rank attained for each employee in the bargaining unit.

- A. The foregoing information shall be furnished to the Union for each new hire within five (5) days after hire.
- B. A copy of change of address or telephone number shall be provided to the Union.

5.4: The address and phone number of any employee shall be kept confidential except as is necessary for law enforcement purposes, at the discretion of the Police Chief or his/her designee. City paychecks will conform to this Article.

## ARTICLE 6 UNION DUES

6.1: Deductions. The City agrees to deduct Union membership dues or service fees levied in accordance with the Constitution and By-Laws of the Union.

6.2: Payment by Payroll Deduction. In accordance with the provisions of this Agreement relating to Union Security (see Article 5, above), those employees who are required to tender an initiation fee and periodic membership dues or service fee shall be required to do so by signing a written authorization in this regard.

- A. The Employer agrees to give to each new employee at the time of hiring, the current union authorized payroll deduction forms (dues and service charge) by which the employee shall comply with Section 6.1 above, and 6.2 herein.
- B. Those employees who apply for membership in the Union are required to tender an initiation fee, if any and periodic membership dues and shall be required to do so by signing the "Authorization for Payroll Deduction of Union Dues" form.
- C. Those employees who do not make application for membership shall be required to tender periodic fees as a service charge by signing the "Authorization for Payroll Deduction of Union Service Charge."



- D. During the life of this Agreement, the Employer agrees to deduct Union membership dues or fees as a service charge, levied in accordance with the Constitution and By-Laws of the Union, from the pay of each employee who executes or has executed the "Authorization for Payroll Deduction of Union Dues" or "Authorization for Payroll Deduction of Union Service Charge."

6.3: When Deductions Begin. Payroll deductions under all properly executed written authorizations shall become effective at the time application is received by the City, and shall be deducted from the first pay of the month and each month thereafter.

6.4: Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to the designated financial officer of the Union with a list for whom dues have been deducted within fifteen (15) calendar days after the deduction is made.

6.5: Termination of Payroll Deductions. An employee shall cease to be subject to payroll deductions beginning with the month immediately following the month in which s/he is no longer an employee of the bargaining unit. The Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

6.6: Solicitation Prohibited. Neither the Union nor its members shall intimidate or coerce any employee with respect to his/her right to work or in respect to Union activity or membership.

## ARTICLE 7 REPRESENTATION

7.1: The President of the Union shall be assigned to a day shift with Saturday and Sunday as leave days.

7.2: Insofar as possible, the City will endeavor not to transfer the Union shift representatives during the term of their office. However, this shall not apply to the annual training transfers.

7.3: The President and other officers of the Union shall be allowed reasonable time off during working hours without loss of time or pay to conduct negotiations, attend scheduled Union meetings, and handle grievance matters, with the approval of the officer in charge or Police Chief. During negotiations, members of the negotiation team shall be allowed one (1) hour before the scheduled time of negotiations and one (1) hour after completion of a negotiation session, subject to the operating needs of the Police Division.

7.4: The Union President shall be allotted up to eight (8) hours per week with pay to transact official Union business. Official Union business shall not include social affairs or fund raising activities. The hours provided herein shall not exceed thirty-two (32) hours

in any one (1) month and shall lapse if not used in any one (1) month. These hours may be used only by the President of the Union, who may appoint a designee (who is a member of the Union) to act in his/her place. This privilege shall not be abused. Subject to the operating needs of the Department, up to two (2) members shall be allowed to utilize this time to attend labor seminars.

7.5: Requests for time off under Sections 7.3 and 7.4, where possible, shall be requested at least forty-eight (48) hours in advance (Monday through Friday). If more notice is possible, this shall be done.

Requests for time off must specify how the President of the Union and/or other Union representatives may be contacted.

Under Section 7.3, the term "handle grievance matters" shall cover the actions necessary under the steps of the grievance procedure and must be directly related to a specific grievance or grievances. Requests to "handle grievance matters" under Section 7.3 must designate the specific grievance, where the meeting will take place, when, with whom and how the employee may be reached (telephone number). Any time off which does not meet the requirements in the preceding sentence shall be deducted from time allotted for official Union business under Section 7.4. It is further understood that Section 7.4 shall be used for maintaining Union files and research not related to specific grievances.

7.6: Time Off Without Pay to Attend Conferences. Association Officers may be allowed reasonable time off without pay, subject to the operating needs of the Police Division and with the prior approval of the Police Chief or his/her designee, to attend conferences or educational conferences.

## ARTICLE 8 GRIEVANCE PROCEDURE

8.1: If an employee considers that s/he has a grievance during the term of this Agreement as to the interpretation and application of the provisions of this Agreement, an earnest effort should be made to resolve the same promptly in the following manner:

Step One. The employee shall take up the grievance verbally with the Officer-in-Charge within ten (10) working days of the date of the grievance. If the grievance is not resolved, he/she shall report the same to the President or appointed committee who shall verbally take up the grievance with the Officer-in-Charge. If the employee wishes the Union to handle the grievance from the beginning, this may be done. In any case, the Officer-in-Charge shall verbally respond to the last presentation of the grievance within three (3) working days.

Step Two. If the grievance in Step One is not resolved, it shall be reduced to writing and submitted to the Police Chief within seven (7) working days after the oral

answer from the Officer-in-Charge in Step One. The Police Chief or designee shall respond in writing within seven (7) working days. In the event that the grievance is verbally resolved, this resolution shall be confirmed in writing to the Union by the Police Chief or designee within the time period indicated immediately above.

Step Three. A Labor-Management Committee shall review all grievances not satisfactorily resolved at Step Two, before being submitted to the Civil Service Commission, or to arbitration as applicable. The Labor-Management Committee shall be composed of representatives from the Union and management. If the committee mutually decides to settle a grievance, the settlement shall be binding on all parties. If the committee cannot decide to settle a grievance, either party may advance the grievance to the next step of the grievance procedure as provided in the agreement.

Step Four. If the grievance is not resolved at Step Three of the grievance procedure, the grievance shall be submitted, within thirty-five (35) calendar days to the Civil Service Commission which shall meet, conduct a hearing, and respond to said grievance within thirty (30) calendar days of receipt of the grievance.

Step Five.

- A. In the event of failure to resolve the grievance in Steps One through Four of the grievance procedure, either party to the contract may appeal the grievance to an arbitrator who shall be selected by mutual agreement; provided that written notice is served on the other party within twenty (20) calendar days after the Civil Service Commission renders its decision. In the event the parties are unable to agree upon an arbitrator within seven (7) working days of the request for arbitration, the party requesting arbitration shall promptly thereafter file a demand for arbitration with the American Arbitration Association in accordance with the then applicable rules and regulations of the American Arbitration Association.
- B. The expense and salary incident to the service of the arbitrator shall be borne by the losing party. The arbitrator, in making his/her award shall designate the losing party. By mutual agreement, the costs and expenses of the arbitrator may be apportioned between the parties.
- C. The arbitrator shall have the authority and jurisdiction to interpret and apply the collective bargaining agreement with respect to the grievance in question, but shall not have the power to alter or modify the terms of this Agreement.
- D. The arbitrator shall submit the decision, in writing, within thirty (30) days after the conclusion of the hearings, and the decision of the arbitrator so rendered shall be final and binding upon the employees involved, the Union and its members, and the City.

8.2: Any grievance not appealed in writing from the decision at any of the first four (4) steps under the Grievance Procedure to the next step, within the time prescribed, shall be considered settled on the basis of the last decision.

8.3: Notwithstanding the foregoing, an employee, during hours of employment, shall complete his/her assignments and follow the procedure as outlined above or the employee shall be subject to disciplinary action.

8.4: Any grievance settlement shall be made in accordance with the terms and spirit of this Agreement.

8.5: When one (1) or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case.

8.6: Any individual employee, at any time, may present grievances to the Police Chief and have the grievance adjusted without intervention of the Union, if the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect; and provided that the bargaining representative has been given opportunity to be present at such adjustment.

8.7: When a grievance of an employee affects a number of employees and concerns matters which are similar in nature, such a grievance may be submitted in writing directly to the Police Chief, in accordance with Step Two, as a representative grievance, the disposition of which would be applicable to other employees similarly affected.

8.8: Notwithstanding the provisions for Step Four, at the option of the Union or the individual grievant, if notice is given to the City's Human Resources Director within thirty-five (35) days after the labor management committee announces that the committee cannot resolve the grievance, may bypass Step Four of the grievance procedure and proceed to Step Five. If said notice is not given within said thirty-five (35) days, Step Four may not be bypassed.

8.9: Notwithstanding the available steps under the present grievance procedure, in the event of a clear case of emergency, as determined by the Executive Board of the Police Officers Association of Michigan/Livonia, the employee can submit the grievance directly to the Police Chief who will then decide whether or not to waive the preceding grievance step(s). If the Police Chief waives Step One and/or Step Two of the grievance procedure, s/he will then submit the grievance in accordance with Step Three of the grievance procedure.

8.10: Probationary employees, as defined in Rule 17 of the Rules and Regulations of the Civil Service Commission, shall have no right to grieve decisions to terminate their employment.

ARTICLE 9  
COMPUTATION OF BACK WAGES

9.1: No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate.

ARTICLE 10  
DISCIPLINARY PROCEDURE

10.1: Reprimands. With regard to oral or written reprimand, an employee may, if he/she so desires, request the application of the Grievance Procedure for the purpose of reviewing such reprimand. Oral and written reprimands shall be removed from an employee's records on the second anniversary of their issuance. The foregoing shall not apply to any other form of disciplinary action.

10.2: Suspension, Demotions, or Discharge. In any contemplated action, excluding oral or written reprimands, an employee will be given a letter listing the charges, stating the officer's right to representation and giving the charged officer ten (10) days to request a hearing before the Police Chief or his/her designate, to review the charges against the employee and, based upon this review, the Chief or his/her designee shall make a final decision, within ten (10) days, regarding disciplinary action in the matter.

Upon receipt of the charged officer's request for a hearing, the Chief will hold such hearing within thirty (30) days of the receipt of the request giving the officer a minimum of seventy-two (72) hours notice of the meeting date and time.

The case shall be presented to the Chief or his/her designee by the Bureau or Platoon commanding officer under whose command the charged officer falls, or the designee of said commanding officer.

If the charged officer does not request a hearing within the ten (10) day period, it shall be considered that the officer does not desire such hearing and the disciplinary decision will be made within ten (10) days of the expiration of the hearing request period.

The penalty, if any, shall be at the discretion of the Chief or his/her designee.

It is further agreed that when an officer is informed of charges by the Chief's office that the Union shall be notified in writing of the officer's name and that he/she is being charged. The specific charges are not to be mentioned in the notification.

The decision of the Chief may be appealed in accordance with the provisions set forth in the Charter of the City of Livonia which, for the information of employees covered under this Agreement, is as follows:

(CITY CHARTER, CHAPTER V, SECTION 16j)

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

The charged officer, at his/her option, may appeal such order as described above, through an arbitration proceeding, in lieu of an appeal to the Civil Service Commission. The procedure shall be as outlined in Article 8, Section 8.1, Step Five, except that written notice of intent to arbitrate shall be served on the Civil Service Commission office within twenty (20) days of any penalty imposed.

The charged officer may take such other action as he/she may desire provided under the law, should his/her appeal to the Civil Service Commission be denied.

The charged employee shall continue to receive regular pay and benefits until such time as the Chief or his/her designee acts upon the charge. In the event the employee is discharged, he/she shall reimburse the City all sums paid as salary and benefits from the effective date of discharge which sums may be deducted from any monies due him/her by the City.

In regard to written reprimands, if the reprimanded officer feels that the reprimand is unjustified, the employee may request an appeal before the Police Chief or his/her designee within ten (10) days of the receipt of the reprimand. The Chief or his/her designee will grant such appeal hearing within thirty (30) days of the receipt of the request giving the officer a minimum of seventy-two (72) hours notice and rendering a final decision within ten (10) days of the appeal hearing.

10.3: Complaints of a Criminal Nature. It is recognized that criminal complaints against police officers must be investigated in order to preserve the integrity of the profession. This investigation shall be carried out in an expeditious and professional manner. Further, the constitutional rights of those involved shall be preserved.

10.4: Representation. Should an employee request Association representation at an investigatory interview where he/she believes the investigation may result in disciplinary action, his/her request for representation will be complied with by the Employer in order for such an interview to take place, subject, however, to the following:

- A. An employee may waive this right, and if he/she prefers, participate in an interview without Association representation.
- B. When an employee requests such representation, the Employer may determine not to proceed with the interview. In other words the Employer shall have the right to refuse to conduct the interview, and the employee may, as a consequence, not be afforded such benefits as he/she may otherwise receive by reason of the interview being conducted.
- C. At such investigatory interview, the Employer shall have no duty to bargain with the Association representative. The Association representative may assist the employee in an attempt to clarify the facts; however, the Employer may insist that s/he is only interested in hearing the employee's own account of the matter under investigation.

#### ARTICLE 11 ORIGINAL APPOINTMENTS AND PROMOTIONS

11.1: All promotions shall be made in accordance with the City Charter and the Rules and Regulations of the Civil Service Commission and the following apply with respect to the same.

11.2: The promotional examinations for Sergeant are open only to employees of the City of Livonia who, at the closing date of the examination, are employed in the Police Division of the Department of Public Safety; have regular status in the classification of Police Officer; and have had at least five (5) years experience, immediately preceding the closing date of the examination, as a police officer with the City of Livonia. Experience is counted through April 8.

11.3: During the life of this Contract, there shall be no changes in the parts and weights for the promotional examination for Sergeant until the Union has had an opportunity, if it so desires, to negotiate with the Civil Service Department concerning said changes. In the event the Union and the Civil Service Department cannot reach agreement as to the proposed changes, either party may submit the dispute to arbitration pursuant to Article 8 of this Agreement. In reviewing the changes, the Arbitrator shall apply a standard of reasonableness.

11.4: Only time as a Police Cadet, Police Officer I, or Police Officer II with the City of Livonia will be credited for seniority points in the promotional examinations for Sergeant. Police Officer II's will receive 1/4 seniority points per completed year of service for time in grade as a Police Cadet or a Police Officer I. Time in grade as a Police Officer II will be credited with 1/2 seniority points per completed year of service.

11.5: In those cases in which a police officer has left the Police Division and returned, he/she shall not be eligible to take a promotional examination for four (4) years. After four (4) years have elapsed from the date of return, he/she shall be eligible to take a promotional examination and the employee's prior service shall apply in computing seniority points.

11.6: In the promotional examination for Sergeant, the procedure with respect to departmental ratings shall be as follows:

- A. Departmental ratings will be compiled and averaged once a year in December based on the preceding calendar year quarters. Quarterly an Officer will receive a form bearing written recommendation and comments on his/her performance and shall sign and retain a copy. An officer will receive notice of substandard activity at least one (1) month prior to the quarterly rating.
- B. The Officer may ask for review by the Police Chief or his/her designee.
- C. In the promotional examination for Sergeant, the average of the last three (3) yearly departmental ratings shall be used.

11.7: A probationary police officer shall be assigned according to the Department's current Field Training Officer Policy.

## ARTICLE 12 LAYOFFS

12.1 Layoffs shall be made in conformity with the principle of seniority (i.e., the last one hired being the first one laid off, and the first one laid off being the last one recalled).



ARTICLE 13  
TRANSFERS AND ASSIGNMENTS

13.1: In the event of vacancies in Bureaus in the classification of Police Officer, planned to be filled by the transfer of personnel:

- A. The Union shall be advised in writing of the vacancies at least fourteen (14) days prior to filling such vacancies.
- B. The employees will be given a minimum of fourteen (14) days from the date the Union was notified to express interest in the vacancies by the posting of a list in the affected bureau.
- C. A communication giving notice of the posting of lists will be issued to all personnel with a copy sent to the Union.
- D. Department policy is to make transfers effective the 1st day of February in each year for training purposes.
- E. However, if vacancies occur at other times, a list will be posted for officers to indicate their interest and selection will be made from the most recent list.
- F. The Police Chief may waive such notice and transfer personnel immediately if operating needs of the Police Division require such action. If assignments so made are to exceed thirty (30) days, the notification procedure shall then be followed and reassignments may then be made at the discretion of the Police Chief, based on the procedure outlined above.

13.2: Because of necessary changes within a bureau, officers may be reassigned to areas under the command of that bureau. For example, school liaison officer may be assigned from within the youth bureau or an officer may be reassigned to a different platoon within the patrol bureau. These assignments will not be posted.

13.3: In making transfer assignments, officers will be selected from the lists with consideration given to fitness for the assigned duties and responsibilities and seniority. An employee shall have the right to discuss with the Police Chief the basis for such assignments or instead, at the option of the employee, the Chief shall put his/her reasons for not making the requested transfer in writing and give same to the employee; provided, however, their oral or written obligation shall only apply to one requested transfer during a given transfer period. The decision of the Police Chief in the matter of transfer assignments shall be final and not subject to the grievance procedure, except to the extent that the notification and the review procedure outlined here is not followed.

13.4: In the event of training opportunities outside the Police Division, the Department will post these opportunities for training in the Department Roll Call Room.

ARTICLE 14  
SHIFT SELECTION/POLICE OFFICERS

14.1: The following four (4) months are designated for eight (8) leave days per month:

February, April, June, November

The remaining eight months will have nine (9) leave days per month to fulfill the required amount of 104 leave days per year.

14.2: The following will be the procedure with regards to Permanent Shifts/Patrol:

A. Leave Day Selection - Patrol Division

1. Only those officers assigned to regular patrol work are included in this program.
2. Platoon officers shall be assigned in groups of three, one group to each Scout Car Section. Leave days will be selected by seniority, by Scout Car Group, with only one Officer from each Scout Car Group on a leave day at any one time. Each officer will be allowed to pick the total number of leave days due him each month; however, the Platoon Commander reserves the right to assign up to a total of three of these leave days as s/he sees fit to meet the operating needs of the Platoon. Any disputes resulting from the way the officers are assigned to the different Scout Car Groups will be resolved by the Platoon Commander and his/her decision shall be final in all cases.
3. The officers will select their leave days for the next month by the 15th of the current month. The Shift Supervisors will finalize the leave day selections by the 25th of the current month.
4. Any cancellation of the leave days by the Platoon Commander, after the posting of leave days on the 26th day of the preceding month, shall result in the payment of time and one half day, or time and one half compensatory time, at the election of the officer whose leave days are cancelled.

- B. Shift selection will be made on a bi-annual basis each February 1st and August 1st.
- C. Selection shall be by seniority, subject to the following listed restrictions:
  - 1. Police officers with less than two (2) years seniority are to be assigned at the discretion of the Police Chief.
  - 2. At least 1/3 (one-third) of police officers assigned to each shift will have at least five (5) years seniority.
- D. The Police Chief shall establish the total manpower allocated to each shift.
- E. The Police Chief may create a fourth shift on a temporary basis using the following procedure:

The Police Chief will ask for volunteers first; if not enough qualified volunteers, reverse seniority will be a factor in selection. This type of assignment would be for at least one week duration. The Police Chief need not select solely from volunteer list.

In the event the Police Chief shall determine to initiate a fourth shift permanently, six (6) months notification shall be given and bids will be made in accordance with the bidding procedure.
- F. It is recognized that management requires the utilization of one man scout cars, any ratio of one to two man cars is up to the discretion of the O.I.C., subject to approval of Uniform Division Commander.
- G. The Police Chief, at his/her discretion, can temporarily reassign an officer for up to thirty (30) days, once during each bid selection year. An employee so transferred shall be notified of the reason.

After four (4) years on a given shift, management may require a police officer to select a different shift for reasonable cause as determined by the Police Chief.
- H. A voluntary trade of shifts with another officer may be made to accommodate unexpected personal circumstances of a family nature for 30 days with approval from the Police Chief.

- I. Unexpected transfers - Should a patrol officer be transferred out of Patrol Bureau to assume another position, management may move a "select officer," an officer having five (5) years or more seniority, to maintain the 1/3 rule set forth in Section 14.2 (3) (b). That officer may be required to assume the leave days of the prior officer's selection for the duration of the month.

Should a patrol officer be removed and another officer come from another bureau exigent the normal selection time, the officer coming into patrol will finish the cycle of the officer leaving.

- J. The Police Chief may reassign a police officer temporarily to another shift for emergency purposes or manpower shortages caused by illness, disability, trials or schools, the duration of which lasts at least two (2) weeks.
- K. Reserve Police Assignments - The scheduling of reserve details with working police officers will not interfere with the use of C.T., P.B., or individual furlough days as long as requests are made two (2) weeks (14 days) prior to the date of the reserve detail.
- L. District Court Appearances - Officers will continue to select 12 court days per year, subject to listed compensation for attendance:

Platoon 2 (days)	- appearance while working.
Platoon 3 (afternoons)	- two hour minimum or time and one-half whichever is greater.
Platoon 4 (midnights)	- two hour minimum or time and one-half whichever is greater.

When the department has adequate manpower on Platoons 3 and 4, the Officer's 12 court dates may be scheduled during the day shift for District Court cases.

- M. Training -

Management will have a pool of six (6) mandatory training days that they may use at their discretion throughout any calendar year.

Management may use up to two (2) days consecutively in any calendar month.

Management may use up to three (3) days consecutively if a "demonstrable need" is shown to the union president for their approval.

Whenever management uses any block(s) of mandatory training day(s) they will be separated by at least thirty (30) calendar days.

Any mandatory training schedule using these six (6) days will be announced to the union (LPOA) by the first day of the preceding month.

No mandatory training will be scheduled during the months of June, July or August.

- N. Police officers shall select furlough based on shift seniority following shift selection in December and June. The selection will be for the upcoming six (6) month period.
- O. Employees who select a shift change or are bumped on August 1, and have not participated in the first three training blocks of the year, must participate in one of the three remaining training blocks, subject to operating needs of the department.

14.3: Patrol officers may be assigned to work a shift in place of their normally scheduled hours up to five days per year for on-site training purposes. For off-site training purposes, shift assignments may be changed without limitation.

#### ARTICLE 15 SHIFT SELECTION/DISPATCHERS

15.1: All dispatchers will be allowed to work a permanent shift structure. Shift selection shall be made on a bi-annual basis each February 1st and August 1st.

15.2: The Police Chief at his/her discretion can temporarily reassign for up to thirty (30) consecutive days once during each year of the contract any dispatcher.

15.3: The City may reassign dispatchers to another shift for just cause.

15.4: For Purposes of Training on a Full Day Basis. Dispatchers may be assigned to work the day shift in place of their normally scheduled hours to attend full day training sessions.

15.5: Shift Openings. In the event a permanent vacancy is created on any shift the following procedure will be used to fill the vacancy:

- A. The assignment of the vacancy will be done by seniority.

- B. If by the aforementioned section the dispatcher chooses to fill a vacancy by seniority and said dispatcher had an approved annual furlough prior to reassignment and this furlough is in conflict with a dispatcher previously assigned to the shift the reassigned dispatcher will have to forfeit his/her furlough choice regardless of the dispatchers seniority.
- C. For the purpose of annual furlough requests, dispatcher seniority within rank shall prevail in the selection of furlough periods.

15.6: In the event that a dispatcher requests a discretionary day off and granting the request would result in no dispatcher being on duty, the OIC may decline the request.

#### ARTICLE 16 LEAVE DAYS/DISPATCHERS

16.1: The dispatchers will select their leave days for the next month by the 15th of the current month. The shift supervisors will finalize the leave day selections by the 25th of the current month.

Dispatchers will be allowed to select 8 leave days for the months of February, April, June, and November. Dispatchers will be allowed to select 9 leave days for each of the remaining months of the year. Dispatchers cannot, however, overlap leave days.

Dispatchers will pick by seniority, by shift group, with only one dispatcher from each shift on a Leave Day at any one time.

If dispatchers change shifts, their selection of leave day positions will be that of the dispatcher that they replaced.

Dispatchers wishing to take advantage of their vacation days, personal business days, or compensatory time may do so under the guidelines of their contractual agreement or departmental procedures.

The dispatcher's leave day selection process is not affected by the department's three day/operational needs agreement with other members of this department.

#### ARTICLE 17 CALL IN FOR DISPATCHERS

17.1: If it is determined by the Officer-in-Charge that there is sufficient manpower scheduled and there is a dispatch qualified police officer scheduled to work, that police officer can be used to fill a vacancy.

17.2: In the event the vacancy cannot be filled by the existing manpower, the following steps shall be used:

- A. First calls to dispatchers on leave from the same shift the vacancy occurs on.
- B. Second calls to dispatchers working on the prior shift to the vacancy (still on duty) on an equalized basis. For those dispatchers working a double shift, the Officer-in-Charge may determine if the circumstances warrant relieving a dispatcher from working the entire sixteen (16) hour tour.
- C. If steps A and B result in a vacancy still remaining open, the remaining dispatchers are to be called on an equalized basis.
- D. In the event no one volunteers for any overtime assignments and a dispatcher must be ordered in, least senior dispatcher shall be ordered in.
- E. In the event that the City is unable to contact any dispatchers a dispatch qualified police officer may be ordered in.

17.3: If a shortage of personnel occurs on individual shifts and there is a need to call in personnel, regardless of who is assigned to the Dispatch Center, the Officer-in-Charge shall call in those personnel as s/he deems necessary.

#### ARTICLE 18 TRADING LEAVE DAYS/DISPATCHERS

18.1: Police dispatchers may trade leave days under the following guidelines:

- A. No sixteen (16) hour shifts.
- B. No more than forty (40) hours in any one (1) work week.
- C. All trades must be approved by the Officer-In-Charge.

#### ARTICLE 19 REQUEST FOR TIME OFF/DISPATCHERS

19.1: All requests for compensatory time, personal business days, and individual furlough days will be granted in the same manner as the members of the patrol shift.

ARTICLE 20  
HOLIDAYS

20.1: The paid holidays are designated as New Year's Day, President's Day, Memorial Day (last Monday in May), Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, Good Friday, New Year's Eve, National and City Elections (National Election refers to the General Election for President of the United States; City Election refers to the regular City Election for the Mayor or Council of the City of Livonia). Any other holidays granted City-wide by administrative action shall be recognized as additional holidays under this Agreement.

20.2: Employees shall be paid by December 10 for all holidays, whether worked or not, in the preceding fiscal year based on the employee's rate as of November 30, with the total amount of holiday pay based on the number of holidays times eight (8) hours pay for each day.

ARTICLE 21  
OVERTIME

21.1: An employee who is required to work beyond his/her regular shift of eight (8) hours shall receive time-and-a-half (1-1/2) in cash in accordance with the schedule under Section 21.5 of this Article.

21.2: When an employee is called back to duty, while off duty or on a leave day or a vacation day, the employee shall be paid in cash for a minimum of four (4) hours pay or at time-and-a-half (1-1/2), whichever is greater. However, when an employee is called back for appearances in Livonia 16th District Court, the employee shall be paid in cash for a minimum of three (3) hours pay or at time-and-a-half (1-1/2), whichever is greater, further subject to the provisions of overtime set forth in Departmental Memorandum #361.

21.3: A. An employee who is required to attend a training session, up to two and one-half (2-1/2) hours in a calendar week, immediately before or after his/her regular duty hours within the police Division shall receive time and one-half (1-1/2) in cash for all hours in such training. When employees are called back to duty for training, Section 21.2 will apply. Overtime provisions will apply to off-site training when actual training time exceeds eight (8) hours per day, including travel time beyond five (5) miles of the city limits of Livonia.

B. No overtime will be paid when employees are assigned a different shift for on-site training purposes unless the actual training time exceeds eight (8) hours per day, including travel time beyond five (5) miles of the city limits of Livonia. During said assignment, employees will not be assigned any other duties except in an emergency.



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21.4: All overtime can be taken in compensatory time in lieu of cash payment at the same rate, whether earned at straight time or time-and-a-half (1-1/2), at the request of the employee. Compensatory time may be accumulated up to a maximum of one hundred (100) hours. If it is not possible, because of operating needs of the Police Division, to take compensatory time, employees may be paid in cash for any excess over one hundred (100) hours.

21.5: For the purpose of computing compensatory time or the time for determining payment of time-and-a-half (1-1/2), the following schedule will apply for fractions of an hour. This shall also be applicable where more than one (1) hour is worked.

WORKED OVER		COUNTS AS		TIME & A HALF MULTIPLIER	EARNED		HOURS WITH MINUTES EXPRESSED AS FRACTIONS IN EIGHTHS OF HR		
Hr:	Min.	Hr:	Min.		Hr:	Min.			
0:00	to 0:14=	0	:	0	X 1.5 =	0	:	0	0
0:15	to 0:29=	0	:	30	X 1.5 =	0	:	45	+6/8
0:30	to 0:44=	0	:	45	X 1.5 =	1	:	7.5	1 +1/8
0:45	to 0:59=	1	:	0	X 1.5 =	1	:	30	1 +4/8
1:00	to 1:14=	1	:	0	X 1.5 =	1	:	30	1 +4/8
1:15	to 1:29=	1	:	30	X 1.5 =	2	:	15	2 +2/8
1:30	to 1:44=	1	:	45	X 1.5 =	2	:	37.5	2 +5/8
1:45	to 1:59=	2	:	00	X 1.5 =	3	:	00	3
2:00	to 2:14=	2	:	00	X 1.5 =	3	:	00	3
2:15	to 2:29=	2	:	30	X 1.5 =	3	:	45	3 +6/8
2:30	to 2:44=	2	:	45	X 1.5 =	4	:	7.5	4 +1/8
2:45	to 2:59=	3	:	00	X 1.5 =	4	:	30	4 +4/8
3:00	to 3:14=	3	:	00	X 1.5 =	4	:	30	4 +4/8
3:15	to 3:29=	3	:	30	X 1.5 =	5	:	15	5 +2/8
3:30	to 3:44=	3	:	45	X 1.5 =	5	:	37.5	5 +5/8
3:45	to 3:59=	4	:	00	X 1.5 =	6	:	00	6
4:00	to 4:14=	4	:	00	X 1.5 =	6	:	00	6
4:15	to 4:29=	4	:	30	X 1.5 =	6	:	45	6 +6/8
4:30	to 4:44=	4	:	45	X 1.5 =	7	:	7.5	7 +1/8
4:45	to 4:59=	5	:	00	X 1.5 =	7	:	30	7 +4/8

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WORKED OVER		COUNTS AS		TIME & A HALF	EARNED		HOURS WITH MINUTES EXPRESSED AS FRACTIONS IN EIGHTHS OF HR
Hr:	Min.	Hr:	Min.	MULTIPLIER	Hr:	Min.	
5:00	to 5:14=	5	: 00	X 1.5 =	7	: 30	7 +4/8
5:15	to 5:29=	5	: 30	X 1.5 =	8	: 15	8 +2/8
5:30	to 5:44=	5	: 45	X 1.5 =	8	: 37.5	8 +5/8
5:45	to 5:59=	6	: 00	X 1.5 =	9	: 00	9
6:00	to 6:14=	6	: 00	X 1.5 =	9	: 00	9
6:15	to 6:29=	6	: 30	X 1.5 =	9	: 45	9 +6/8
6:30	to 6:45=	6	: 45	X 1.5 =	10	: 7.5	10 +1/8
6:45	to 6:59=	7	: 00	X 1.5 =	10	: 30	10 +4/8
7:00	to 7:14=	7	: 00	X 1.5 =	10	: 30	10 +4/8
7:15	to 7:29=	7	: 30	X 1.5 =	11	: 15	11 +2/8
7:30	to 7:44=	7	: 45	X 1.5 =	11	: 37.5	11 +5/8
7:45	to 7:59=	8	: 00	X 1.5 =	12	: 00	12
8:00	to 8:14=	8	: 00	X 1.5 =	12	: 00	12

21.6: To the extent that it is feasible and practicable, the Employer will attempt to equalize voluntary overtime within the various Bureaus of the Police Division, except in the Patrol Bureau where the employer will attempt to equalize voluntary overtime within each Patrol shift. Overtime hours will be available for review by employees upon request to the Administration Office of the Police Division.

21.7: Upon an employee's retirement or separation from service, his/her accumulated compensatory time up to fifty (50) hours shall be paid to him/her at a straight time rate, or to his/her dependents if designated, or his/her estate in case of death.

21.8: Standby. Where employees are placed on standby service, the following provisions shall be applicable:

- A. Employees on vacation shall receive deferred vacation time equal to the vacation time lost because of standby service provided that no more than eight (8) hours for each day shall apply to vacation time. Use of deferred vacation time at a later date is subject to the operating needs of the Police Division.

- B. Employees on standby service on leave days (which are normally two [2] or three [3] days), shall receive 33-1/3% of the time on standby in compensatory time. Employees on standby service between two (2) duty days shall receive twenty percent (20%) of the time on standby in compensatory time. Such compensatory time shall be accumulated separately and without limitation by any other provision in this Agreement. Computation of such compensatory time shall be in accordance with the schedule under Section 21.5.
- C. When employees are regularly placed on standby (on call) for a period of seven (7) calendar days as part of their duties, they shall receive eight (8) hours of compensatory time for such standby. In those cases where the standby is for a weekend (two [2] days), the amount of compensatory time shall be four (4) hours for such standby. Such compensatory time shall be accumulated separately along with any time accumulated under subsection B above and without limitation by any other provision in this Agreement.
- D. When employees must forfeit deposits because of being placed on standby or called back to duty, the City will pay the employee up to \$100.00 if proof is submitted of payment of the deposit and the date of payment, and a valid statement is submitted from the proprietor that the deposit of a certain time was forfeited since the policy of the business establishment requires that notice was to be given by a certain date and cancellation was not made until after that date.

21.9: Roll Call. The above overtime provisions shall not apply to roll call which shall be a period of not more than ten (10) minutes before the start of the regular duty shift. Compensatory time for attending roll call shall accrue at ten (10) minutes for each roll call attended up to a maximum of forty-eight (48) hours.

21.10: In addition to overtime rates provided above, the employee shall be entitled to keep any subpoena fees s/he receives.

21.11: An off-duty police officer who may be required by circumstances to assume police duties and/or power shall be covered by all of the terms, conditions and benefits of this Agreement and be paid pursuant to Section 21.2 and shall immediately make a report of the event to the Officer-In-Charge on duty.

## ARTICLE 22 VACATIONS

22.1: Vacation shall be in accordance with Civil Service Rules and Regulations with the following provisions also applicable.

22.2: Vacation days may be combined to provide up to twenty days of vacation, subject to approval by the Police Chief.

22.3: The following vacation schedule shall apply to police officers and dispatchers:

- A. Two (2) furloughs of ten (10) working days each year up to the completion of five (5) years of continuous service.
- B. Upon the completion of five (5) years of continuous service and up to the completion of ten (10) years of continuous service, two (2) additional working days to be added to the two (2) ten (10) day furloughs to provide twenty-two (22) working days off.
- C. Upon the completion of ten (10) years of service, four (4) additional working days to be added to the two (2) ten (10) day furloughs to provide twenty-four (24) working days off.
- D. Upon completion of fifteen (15) years of service, five (5) additional working days to be added to the two (2) ten (10) day furloughs to provide twenty-five (25) working days off.
- E. Upon completion of twenty (20) years of service, seven (7) additional working days to be added to the two (2) ten (10) day furloughs to provide twenty-seven (27) working days off.

22.4: Upon separation from service, an employee shall be paid for his/her earned vacation. In the event of death, the employee's dependents, if designated, or his/her estate shall be paid the vacation pay.

22.5: Employees may, in individual cases, carry over accrued and banked vacation days in excess of thirty (30) days as of January 1st each year upon request to and approval by the Police Chief and the Civil Service Commission. Requests to carry over accrued and banked vacation days of thirty (30) days or less shall be made to and approved by the Police Chief.

22.6: Employee seniority within rank shall prevail in selection of furlough periods within bureaus and patrol platoons.

22.7: Vacation Accrual. Police officers and dispatchers who are within three (3) years of retirement, excluding deferred retirement, and who declare in writing their intention to retire, will be permitted to accrue vacation time up to fifty-nine (59) eight (8) hour days. At the time of retirement, police officers will be paid only up to the limit of fifty-nine (59) eight (8) hour days for cash payout purposes and for figuring average final compensation. The foregoing limitation shall not apply to the three (3) bonus vacation

days earned in a calendar year by reason of not using sick leave. Bonus days paid at retirement may include the days earned in the three (3) calendar years prior to retirement if not utilized and if the police officer completes the calendar year in the year s/he retires. In no event shall the police officer receive a cash payout for more than sixty-eight (68) days.

**ARTICLE 23**  
**SICK LEAVE**

23.1: All regular full-time employees shall accumulate sick leave at the rate of one (1) working day for each completed month of service with unlimited accumulation. An employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement. The accumulated sick leave will be paid in cash to the employee at the employee's current rate in the event of termination of active employment for any reason, after ten (10) years of service, or retirement, or duty disability retirement, or in the case of death, it will be paid to the employee's beneficiary or estate, subject to the maximum accumulation provided, in the following manner:

- A. Police officers hired by the City prior to December 1, 1983, may accumulate sick leave to a maximum of two hundred eighty-nine (289) days for payout purposes. Police officers hired by the City on or after December 1, 1983, may accumulate sick leave to a maximum of one hundred seven (107) days for payout purposes. Police officers will be reimbursed sixty percent (60%) of their pay rate at the time of such payments.
- B. Dispatchers hired by the City prior to December 1, 1983, may accumulate sick leave to a maximum of two hundred twenty-five (225) days for payout purposes. Dispatchers hired by the City on or after December 1, 1983, may accumulate sick leave to a maximum of one hundred (100) days for payout purposes. Dispatchers will be reimbursed sixty percent (60%) of their pay rate at the time of such payments.
- C. Employees may continue to accumulate sick leave beyond their applicable maximum; however, these days shall not be considered for payout purposes as specified herein.

23.2: Serious illness of husband or wife or child shall warrant use of sick leave by the employee after arrangements have been made with his/her immediate supervisor, provided that this is restricted to eight (8) working days in the calendar year.

23.3: Employees shall be informed of the current status of their sick leave bank by the Police Chief as soon as practically possible after their request for such information.

23.4: Police officers and dispatchers who do not use more than five (5) days of their sick leave banks during the preceding calendar year shall have an additional three (3) days added to their vacation bank and one (1) additional sick leave day added to their sick leave bank on January 1.

#### ARTICLE 24 BEREAVEMENT LEAVE

24.1: An employee shall be allowed up to ten (10) working days as bereavement leave days not to be deducted from a sick leave in the event of death of the current spouse, children or step-children. An employee shall be allowed up to four (4) working days as bereavement days not to be deducted from sick leave for a death in the immediate family, subject to approval by the Police Chief or his/her designee. Immediate family is defined as follows: Mother, Father, Sister, Stepmother, Stepfather, Sister-in-Law (married to brother), Brother, Brother-in-Law (married to sister), Grandparents of the employee, Grandchildren, Mother-in-Law, Father-in-Law, or a member of the employee's household. An employee shall be allowed up to two (2) working days as bereavement leave in accordance with the foregoing provisions for death of grandparents of the employee's spouse.

24.2: An employee shall be allowed one (1) working day per year bereavement leave for the death of a close personal friend. The employee's request for time off shall include the name of the friend and the location of the funeral.

#### ARTICLE 25 PERSONAL BUSINESS

25.1: Personal business, not to exceed sixteen (16) hours in any calendar year, shall be allowed employees without loss of pay or deduction from sick leave. Personal business shall be taken in no less than two (2) hour increments. Personal business can be taken at any time subject to the operational needs of the division. Such requests shall be made in advance and in writing.

#### ARTICLE 26 MEDICAL (MATERNITY LEAVE)

26.1: In order to protect the health and welfare of employees and the interest of the City, an employee who becomes pregnant will be granted a leave of absence when her physician states she should no longer work and shall return to work after eight (8) weeks of termination of pregnancy unless recommended otherwise by her physician. The employee may be examined by the City Physician before commencing leave and must be examined by the City Physician before returning to work. The City Physician must concur with the employee's physician regarding the date leave commences and terminates. In the event there is a disagreement between the City Physician and the employee's physician, as to when the leave should commence or terminate, the City Physician and employee's

physician will agree on a third physician whose opinion as to the commencement or termination of the leave shall be binding on all parties.

**ARTICLE 27**  
**HOSPITALIZATION - MEDICAL COVERAGE**

27.1a: The Employer agrees to pay the premium for hospitalization-medical coverage for permanent full-time employees, spouses, and dependent children under 19 years of age. The health care plan to be provided shall be the Blue Cross/Blue Shield Community Blue PPO Option 2, which shall include a \$5.00 office visit co-pay and \$25.00 emergency room charge co-pay waived if admitted to hospital. The Rx deductible drug prescription rider shall be a \$10.00 co-pay for generic drugs, a \$20.00 co-pay for formulary brand name drugs and a \$30.00 co-pay for non-formulary brand name drugs. The prescription is to be filled by generic drug unless the physician directs the prescription to be "Dispensed As Written."

27.1.b: Effective December 1, 2008, the office visit co-pay shall be \$10.00.

27.2.a: Employees who retire on or after December 1, 2006, below the age of 65, subject to all other provisions of this Agreement shall be eligible to participate in the Blue Cross/Blue Shield Community Blue PPO option 2, which shall include a \$5.00 office visit co-pay and a \$25.00 emergency room co-pay waived if admitted to the hospital. The Rx deductible drug prescription rider shall be a \$10.00 co-pay for generic drugs, a \$20.00 co-pay for formulary brand name drugs and a \$30.00 co-pay for non-formulary brand name drugs. The prescription is to be filled by generic drug unless the physician directs the prescription to be "Dispensed As Written." This coverage shall include the retiree, spouse, and dependent children under 19 years of age.

27.2.b: For employees who retire on or after December 1, 2008, the office visit co-pay shall be \$10.00.

27.3: The Employer agrees to pay the full premium for complementary coverage provided by Blue Cross/Blue Shield for each retiree and spouse as each attains age sixty-five (65), subject to the provisions in Article 36.C.2.b. and Article 37.C.2.b., below, it being understood that they each must have been enrolled immediately prior to reaching age sixty-five (65) with Blue Cross/Blue Shield to be eligible for this coverage at age sixty-five (65). In the event of death of the retiree, this coverage shall continue for the surviving spouse if the surviving spouse is eligible for retirement benefits under Option (a) or (b) of the Defined Benefit Retirement Plan Ordinance or if the retiree was a member of the Defined Contribution Retirement Plan.

27.4: The City will offer the option of hospitalization-medical coverage through Health Maintenance Organizations (HMO's) as currently provided, except as changed by the provisions of this paragraph, at City cost in lieu of the hospitalization-insurance provided herein. If an employee accepts the option of a provided HMO, it will be deemed

that the City has fulfilled its obligation under this section and paragraphs 27.1, 27.2 and 27.3 herein for hospitalization-medical coverage and the specific benefits therein provided. Once an employee or retiree has selected an offered hospitalization-medical coverage option, no change can be made until the next re-opening date. Effective December 1, 2006. The Rx deductible drug prescription rider shall be \$10.00 co-pay for generic drugs, a \$20.00 co-pay for formulary brand name drugs and a \$30.00 co-pay for non-formulary brand name drugs. The prescription is to be filled by the generic drug unless the physician directs prescription to be "Dispensed As Written." Effective October 1, 2006, the HMO plan shall have no office visit charge and an emergency room charge of \$25.00, which will be waived if admitted to the hospital. Effective December 1, 2006, the office visit co-pay shall be \$10.00.

27.5: Employees who are on the active payroll of the City, covered by a health care plan offered by an employer other than the City, and can establish such coverage, who do not elect to take hospitalization-medical coverage offered by the City, may, each enrollment year, at the time of the enrollment year, receive a \$1,000 payment from the City as payment in lieu of the hospitalization-medical coverage. Once an employee opts out for a given year, the employee will not be able to receive the City's coverage until the next enrollment period, unless the employee loses eligibility for the alternate coverage. If the employee returns to the City's coverage under the conditions just stated, the employee shall pay back pro rata the said \$1,000 payment provided herein. The \$1,000 will be paid for each enrollment year that the employee elects to opt out under this provision.

27.6: There shall be no duplicate hospitalization-medical insurance coverage or payments in lieu thereof provided employees by the City pursuant to this article. If the City employs more than one member of a family all of whom could be eligible for coverage under one hospitalization-medical insurance policy or plan as a spouse or dependent under the age of nineteen (19), the spouses and eligible dependents under the age of nineteen (19) of that family shall be covered by only one City provided hospitalization-medical insurance policy or plan carried by one spouse or the other. In such cases, the City shall not be obligated to provide more than one hospitalization-medical policy or plan.

27.7: Employees hired after December 1, 2007 shall, upon retirement, retire with the health insurance benefits, co-pays and monthly premium payments that are then in effect for active employees with such benefits, co-pays and premiums to be modified throughout retirement to remain consistent with any modifications made for active employees.

27.8.a: Effective December 1, 2009, all employees who are receiving employer-provided medical coverage of any kind shall contribute toward the cost of medical coverage the following amounts:

Family	\$40.00 per month
Two-person	\$35.00 per month
Single	\$30.00 per month



27.8.b: Employees hired or promoted after December 1, 2008, who are receiving employer-provided medical coverage of any kind, shall, upon retirement, if electing to continue to receive employer-provided medical coverage of any kind, continue to make the contribution toward the cost of medical coverage in the amounts set forth in 27.8.a above, which shall be modified throughout retirement to remain consistent with any modifications made for active employees.

27.8.c: If an employee has a spouse who works for the City of Livonia and the family is being covered by the spouse's insurance provided by the City of Livonia, the family shall not be required to pay the premium co-pay provided in 27.8.a.

27.9: Effective December 1, 2006, the City will deduct 2% from the pension based earnings of all active employees which shall be placed into the City's Voluntary Employee Beneficiary Association (VEBA) Retiree Health and Disability Benefits Plan. Employees receiving Workers' Compensation shall pay on full pension based earnings.

27.10: The City may fulfill its obligation under this Article for providing hospitalization medical coverage by adopting a self-insured program which shall provide the same benefits as set forth in this Article.

27.11: During the term of this Agreement, upon request of the City, the parties agree to reopen the Agreement for the sole purpose of negotiating a change in the third-party administrator from Blue Cross/Blue Shield, so long as the benefits provided remain the same as set forth in this Article. The City agrees to provide the Union with written notice of a proposed change in the third-party administrator at least 90 days before the proposed effective date of such change and shall provide the Union with any information requested concerning the proposed administrator. If a dispute arises between the parties concerning the change, the dispute shall be resolved through the negotiation/mediation arbitration procedure set forth in the 1969 PA 312, MCLA 423.231, et seq., with implementation of the proposed change awaiting the final outcome of arbitration.

27.12: Psychological. The Employer will provide a psychological services reimbursement program for regular full-time employees. Said program shall reimburse employees for the psychiatrist's or licensed clinical psychologist's fees for psychotherapy. Said reimbursements shall not exceed Four Hundred (\$400.00) Dollars per fiscal year for any employee, and shall be made subject to submission of proof of billing and payment for such expenses. The benefits provided herein are only available to each individual employee and are not available to any family member. Moreover, it is expressly understood that said reimbursements shall not be applied toward the employee's major medical deductible.

If an employee covered by this provision seeks confidentiality as to its application, the employee shall consult with the POAM business representative to effectuate such a result.

27.13: Optical. The Employer will provide a group optical program for the participating employee, spouse, and dependent children under nineteen (19) years of age as follows: Once every two (2) years for each -- an eye examination by an optometrist and a pair of prescription eyeglasses, if needed. Coverage of the program shall include a selection of frames and bifocal selections of KRYPTOK or D. S. SEG, 22 mm. Should an eye examination for children under seven (7) years by an ophthalmologist be deemed necessary by an optometrist, the bills for the ophthalmological examination may be presented to the Civil Service Department for payment from the optical account; it being understood that such ophthalmological examinations must have resulted from referrals by an optometrist under the group plan.

Should an employee choose not to participate in the foregoing group optical program, s/he shall make his/her election known to the City in writing. Said employee shall then be entitled to reimbursement in an amount not to exceed \$21.00 per family per year. In the event the City's contribution for each employee in the above group optical program exceeds \$21.00 and the employee chooses not to participate in said group program, he/she shall be entitled to reimbursement in an amount equal to the City's contribution rate per employee per year.

Police dispatchers who operate a CRT in the performance of their regular duties for an average of four (4) hours per day may request one (1) eye examination per year from the City optical program.

27.14: Dental. The Employer will provide a dental reimbursement program for regular full-time employees, spouses, and dependent children under nineteen (19) years of age, to be used, upon proper proof of payment, for dental services or the employee's payment of dental insurance premiums, as follows:

- A. Employees may be reimbursed for dental expenses incurred for themselves and family up to six-hundred dollars (\$600.00) for the year, subject to submission of proof of billing and proof of payment for such expense. Beginning December 1, 2007 the dental reimbursement maximum will be seven hundred dollars (\$700.00) per year.
- B. Any unused portion of an employee's annual reimbursement allowance shall accumulate for utilization for a period of five years.
- C. The City will provide, for each employee's family only, 50% of the fees for orthodontic services for the prevention and correction of poorly positioned teeth for a lifetime maximum of \$1,000 per family, limited to the employee and spouse and dependents until the end of the year said dependents reach age 19.

- D. Reimbursement shall be made as follows:
1. Requests for reimbursements provided herein shall be submitted as incurred. Under no circumstances will reimbursement be made for any requests submitted more than thirty (30) days after the fiscal year end.
  2. Reimbursements shall be made by the Employer within thirty (30) days following the request for reimbursement.
  3. In cases where payment to a dentist creates an undue hardship, an employee may apply to the Civil Service Department to have his/her dental benefit paid directly to his/her dentist. In cases of extreme hardship, employees may apply to the Civil Service Department to utilize up to the maximum accumulation. If an employee receives an advance payment of his/her accumulation and subsequently terminates employment with the City for any reason, prior to the end of the contract year, a pro-rated adjustment to the reimbursement advanced shall be made, and the balance shall be deducted from any monies otherwise due to the employee. At no point may an employee borrow beyond the five (5) years.
- E. An employee who has been or will be reimbursed for dental expenses by a dental plan other than the City of Livonia Plan or from some other source will not be eligible to receive reimbursement from the City of Livonia Plan.
- F. Where both husband and wife are working for the City, each person may be reimbursed separately for dental expenses; provided, however, that a spouse who claims a dental reimbursement may not also be claimed as a dependent for this purpose. In addition, dental expenses for dependent children may be claimed by either parent but both may not claim the same child for reimbursement purposes.

ARTICLE 28  
LIFE, SICKNESS AND ACCIDENT INSURANCE COVERAGE

28.1: The Employer agrees to pay the full costs of the premium for each full-time permanent police officer for the program of life, accident and indemnity insurance in effect at the time of this Agreement, which provides life insurance, accidental death, dismemberment and loss of sight insurance and weekly sickness and accident benefits up to forty-two dollars (\$42.00) a week to a maximum of twelve (12) weeks. The Employer agrees to pay the premium for an additional forty (40) weeks of weekly sickness and accident benefits at the rate of one hundred dollars (\$100.00) a week.

28.2: For dispatchers, the Employer agrees to provide one hundred twenty-five dollars (\$125.00) per week to a maximum of forty-five (45) weeks coverage for sickness and accident insurance. This sickness and accident insurance coverage shall begin only after the employee has exhausted all of his/her sick leave benefits and provided further that:

- A. If the employee had eighteen (18) or more sick leave days to exhaust then the benefit herein provided shall begin immediately upon the exhaustion of all the employees' sick leave days.
- B. If the employee had less than eighteen (18) sick leave days to exhaust then the benefits herein shall not apply until a fourteen (14) calendar day waiting period following exhaustion of all sick leave benefits.
- C. If a regular employee is laid off the Employer will continue to pay premiums for a period not to exceed one hundred twenty (120) days from the cessation of active employment.

28.3: Each employee shall have life insurance coverage equal to their annual pay rate rounded to the next higher even thousand unless it is already an even thousand and add one thousand dollars (\$1,000) in coverage.

#### ARTICLE 29 WORKERS' COMPENSATION

29.1: Each employee will be covered by the applicable workers' compensation Laws and the Employer further agrees that an employee who is eligible for workers' compensation will receive, in addition to workers' compensation income, an amount to be paid by the Employer sufficient to make up the difference between workers' compensation and his/her regular pay based on a forty (40) hour work week. Under no circumstance will an employee's pay, after withholding taxes (with no change in deductions) plus his/her worker's compensation payments, be more or less than the employee's salary after taxes that he/she would have received if he/she were not on worker's compensation.

29.2: Duty Injury. No deduction shall be made from the employee's sick leave bank from the initial time off because of on-the-job injury until the time and date the employee is considered able to return to work by the City Physician or the doctor treating the injury at a hospital or clinic to which the employee is sent, pursuant to Section 29.3 below. Should the employee not return to work by the specified date and time, any further time off shall be deducted from his/her sick leave bank. There may be an extension of such date and time upon receipt, before the date and time to return to work, of a certificate from the employee's personal physician recommending such an extension. The City reserves the right in all cases, where necessary, to require the employee be examined by the City Physician before an extension can be granted. Should there be a difference of

opinion between the City's Physician and the employee's physician; the employee may request that such difference be resolved by the grievance procedure under Article 8, Grievance Procedure.

29.3: The Police Division shall maintain a list of hospitals to be agreed upon between the Union and the Police Chief. Each employee shall designate a hospital from said list to which s/he will be sent in the event of on-the-job injury, it being understood that in the event of emergency, and if it is not practical, the nearest medical facility will be used.

### ARTICLE 30 LONGEVITY PAY

30.1: Longevity pay, within the meaning of this Article, is not a part of the base salary of an employee, but is a payment for length of service or seniority for the purpose of retaining and rewarding employees for their City service.

- A. Upon completion of five (5) years of service, and not more than seven (7) years of service, an employee shall receive one percent (1%) of his/her base rate, calculated to a maximum base rate of \$30,000.00; such pay to commence and accrue from the payroll period in which the employee's 5th anniversary date occurs. Longevity pay which commences upon completion of seven (7) years of service as provided under subsection B. below, shall be in lieu of the longevity pay provided here and not in addition thereto.
- B. Upon completion of seven (7) years of service, and not more than fourteen (14) years of service, an employee shall receive two and one-half percent (2-½%) of the employee's base rate, calculated to a maximum base rate of \$30,000.00; such pay to commence and accrue from the payroll period in which the employee's 7th anniversary date occurs.
- C. Upon completion of fourteen (14) years of service, and not more than twenty-one (21) years of service, an employee shall receive an additional two and one-half percent (2-½%) of the employee's base rate, calculated to a maximum base rate of \$30,000.00; such pay to commence and accrue from the payroll period within which the employee's 14th anniversary date occurs.
- D. Upon completion of twenty-one (21) years of service, an employee shall receive an additional two and one-half percent (2-½%) of the employee's base rate, calculated to a maximum base rate of \$30,000.00; such pay to commence and accrue from the payroll period within which the employee's 21st anniversary date occurs.

30.2: Based on Section 30.1, the maximum longevity payments during this Agreement will be as follows:

<u>Years of Service</u>	<u>Maximum Annual Longevity Payments</u>
5 - 7	\$300.00
7 - 14	\$750.00
14 - 21	\$1,500.00
21 plus	\$2,250.00

30.3: Payment for longevity shall be made once a year in December, by December 10th. Such payment shall be based on the employee's base rate as of November 30th preceding the date of December 10th. In order to become eligible for the initial longevity payment, employees must have completed the 5th year of service in the fiscal year preceding the payment in December. To be eligible for additional longevity payments, employees must have completed the 7th, 14th, or 21st year in the fiscal year preceding the payment in December.

30.4: Upon the separation of an employee from the City service for any reason, longevity will be prorated and paid to the employee, or, in the event of his/her death, to his/her heirs or estate.

### ARTICLE 31 LIMITED DUTY

31.1: Employees who through injury or illness are unable to perform their assignments, may, for a temporary period, be assigned to duties consistent with their physical condition at the discretion of the Police Chief. An employee while assigned to light duty has the discretion to wear civilian clothing while on duty. It is understood that there shall be no clothing allowance paid for the period of light duty.

31.2: The Police Department has no obligation to provide a limited duty work position to any officer that has been injured off duty to the extent that they cannot perform their complete job function.

31.3: Should an officer request to work in a limited duty position, it shall be at the complete and sole discretion of the Police Chief to approve or deny such request.

31.4: In utilizing bargaining unit members in a limited duty position, it is recognized that preference is given to those members who were injured on duty.

ARTICLE 32  
PAYMENT OF REGULAR OR OTHER TAXABLE COMPENSATION

32.1: The Employer will pay wages and other taxable compensation by Automated Clearing House (ACH) direct deposit. Payments deposited in the employees' accounts will be available for use by 8:30 a.m. on the date payment is due. All employees not currently using ACH direct deposit must present a completed direct deposit form to the Payroll Department. All employees currently using Community Choice Credit Union employee deduction for wages must convert to ACH direct deposit at this time.

32.2: During the term of this Agreement, the Employer will provide payment of overtime in the pay period following the pay period during which such overtime is incurred.

ARTICLE 33  
LUNCH TIME

33.1: Employees shall be permitted up to thirty (30) minutes for lunch during the eight (8) hour tour of duty, subject to the operating needs of the Department.

- A. Station Detail. The employees working in the station will be allowed thirty (30) minutes for their lunch period away from their work stations.
- B. Road Patrol. Officers assigned to areas or sections which have no eating facilities at all or which are closed at some periods of the Shift, will be allowed to go into the neighboring scout car area for their lunch after receiving permission from their O.I.C. A two (2) man unit shall eat at the same time and place. Lunch shall not exceed thirty (30) minutes per unit.

ARTICLE 34  
UNIFORM CLEANING AND MAINTENANCE

34.1: The City will furnish and replace uniforms as necessary, and will repair or clean uniforms which are damaged or excessively soiled in the line of duty.

34.2: Each employee shall receive a yearly maintenance and cleaning allowance of five hundred fifty dollars (\$550.00) to be paid in two (2) equal portions during the first pay period following December 1 and June 1 of each year. Inasmuch as these payments are advance payments, employees who separate from employment with the City for any reason will have a prorated amount deducted from their final paycheck.

34.3: Employees assigned to plainclothes work shall be compensated by cash reimbursement for uniform allowance at the rate of three hundred seventy-five dollars (\$375.00) for each fiscal year, provided that these plain-clothes assignments entail wearing civilian clothes more than fifty percent (50%) of the time. Employees whose

assignments entail wearing civilian clothing fifty percent (50%) or less of the time shall be compensated at the rate of one hundred eighty-seven dollars and fifty cents (\$187.50) for each fiscal year.

- A. Clothing allowance payments shall be paid before such assignment in the following manner:

<u>PAYMENT DUE</u>	<u>\$375</u> <u>ALLOWANCE</u>	<u>\$187.50</u> <u>ALLOWANCE</u>
DECEMBER 1	\$ 78.30	\$39.15
FEBRUARY 1	109.20	54.60
JUNE 1	187.50	93.75

- B. In the event the employee does not complete the assignment for a full contract year for any reason, there shall be a pro-rated adjustment made to the allowance, and the balance shall be deducted from any monies otherwise due to the employee.

ARTICLE 35  
BULLETIN BOARD

35.1: The City shall provide a location in the Police Station for two (2) bulletin boards, one (1) to be glass encased, in an area acceptable to the Union and subject to the approval of the Police Chief. The bulletin board will be for Union notices and information. This bulletin board, or anything posted thereon, will not be disturbed by any official of the City of Livonia, provided that the conditions set forth herein are complied with. The board shall be used only for the following notices:

- A. Recreational and social affairs of the Union
- B. Union meetings
- C. Union elections
- D. Reports of Union Committees
- E. Rulings or policies of the Union.

35.2: Notices and announcements shall not contain anything political or controversial, or anything reflecting unfavorably upon the City, any of its employees, or any labor organizations comprised of City employees, and no material, notices, or announcements which violate provisions of this Article shall be posted. Any Union-authorized violations of this Article shall entitle the City to immediately cancel the provisions of this Article and remove the bulletin board.



ARTICLE 36  
RETIREMENT - POLICE OFFICERS

36.A           General

The following provisions shall apply to Sections 36.B and 36.C, below:

36.A.1:        If a police officer becomes ill or disabled and is unable to perform the work of his/her classification, the Employer will make its best effort to find work for said police officer which the Police officer is capable of performing, taking into consideration the police officer's medical condition and the advice of the City Physician and the police officer's physician, provided, however, that this provision is not in conflict with the City's Retirement Ordinance.

36.A.2:        The City, at no cost to itself, agrees to the institution of a pension "pick-up" plan for police officers, which will allow Police officers to realize increased disposable income by deferring payment of withholding taxes on their pension contributions in accordance with the applicable provisions of the Internal Revenue codes; provided that the Internal Revenue Service approves such a "pick-up" and that the retroactivity thereof will be December 1, 1988 conditioned upon IRS approval; and provided further that pick-up is approved by the Internal Revenue Service. The "pick-up" plan as set forth herein shall be instituted as follows:

- a.       The City shall pick up the police officer contributions required of police officers for all compensation earned after the effective date of this provision. The contributions, so picked-up, shall be treated as Employer contributions in determining tax treatment under the United States Revenue Code. Police officer contributions picked-up by the City, pursuant to this provision, shall be treated for all other purposes, in the same manner and to the same extent, as police officer contributions made prior to the effective date of this provision.
- b.       This provision shall begin within a reasonable time period after the City has received notification from the Internal Revenue Service pursuant to applicable provisions of the United States Revenue Code. These Police officer contributions so picked-up shall not be included in gross income for tax purposes until such time as they are distributed by refund or benefit payment. The City shall provide a revised W-2 form to reflect all of the above changes, as soon as practicable after IRS approval.
- c.       With respect to the Plan Amendment and the "pick-up" of police officer pension contributions set forth above, it is expressly understood and agreed as follows:

- i. The plan amendment is being adopted only for the purpose of allowing Police officers to take advantage of IRS Code provisions which permit governmental employees to tax shelter their pension plan contributions.
- ii. The actual current and future gross salary of the police officers will not be affected by the plan amendment.
- iii. Police officer contributions will be withheld from actual gross salary and paid to the plan.
- iv. Actual gross salary will continue to serve as the basis for determining the amount of salary related fringe benefits, including retirement benefits.
- v. Taxable gross salary (salary reported on form W-2) for the police officers will be equal to actual gross less the police officer contribution to the pension plan.
- vi. The City will maintain information which will permit identification of the amount of police officer contribution made before and after the plan amendment. This is necessary in order to determine the extent to which a pension plan distribution is taxable income to the police officer at the time the distribution is received.
- vii. The plan amendment is being accomplished by local agreement rather than a change in State law.

36.A.3: The term "wages" as used in Article 36.B.1 and 2 above shall mean wages plus other compensation as defined in Section 2.96.050 of the City's Retirement Ordinance.

36. B Defined Benefit Plan

The following provisions shall be applicable to police officers participating in the Defined Benefit plan as set forth in the City of Livonia Retirement Ordinance. Only police officers hired prior to November 24, 1998 are eligible to participate in the Defined Benefit plan. These provisions shall not apply to police officers hired prior to November 24, 1998 who have elected to participate in the Defined Contribution plan as set forth in Article 36.B below and the City Retirement Ordinance as amended by the City, or to police officers hired on or after November 24, 1998.

36.B.1: The City's Retirement Plan Ordinance, as amended and in effect September 24, 1981, shall govern the police officer's retirement program, it being recognized that all provisions of Article 30 of the 1979-82 collective bargaining agreement between the parties have been incorporated therein in addition to the following provisions:

36.B.2: Early Retirement. Police officers who are fifty-two (52) and have ten (10) years of police service in the City of Livonia or who are any age, with twenty-five (25) years of police service in the City of Livonia, may retire at full pension benefits as provided in the City Pension Ordinance. Any police officer may retire prior to age fifty-two (52) provided that the police officer has ten (10) years of service with the City and is at least fifty (50) years old. Police officers electing early retirement (i.e., retirement prior to age fifty-two [52] with less than twenty-five [25] years of service) shall have their pension amount based on actual years of service, with their pension then reduced by one-half (1/2) percent per month remaining to age fifty-two (52), as follows:

<u>Years</u>	<u>Age</u>	<u>Months</u>	<u>% of Full Retirement</u>
51		11	99.50
51		10	99.00
51		9	98.50
51		8	98.00
51		7	97.50
51		6	97.00
51		5	96.50
51		4	96.00
51		3	95.50
51		2	95.00
51		1	94.50
51		0	94.00
50		11	93.50
50		10	93.00
50		9	92.50
50		8	92.00
50		7	91.50
50		6	91.00
50		5	90.50
50		4	90.00
50		3	89.50
50		2	89.00
50		1	88.50
50		0	88.00

Said reduction shall not apply to the escalator provision in the Retirement Ordinance.

36.B.3: Duty Disability Retirement. Pursuant to the Retirement Ordinance, police officers whose disabilities arise in the course of employment and who, because of such disabilities, are totally and permanently incapacitated for duty in the police division, shall be eligible for duty disability retirement.

36.B.4: The Employer agrees to pay the full premium, until age 65 when coverage under 27.3 shall apply, for the coverage provided under Section 27.1 for police officers receiving a disability pension under the provisions of the Retirement Plan Ordinance, as amended (Chapter 2.96 of the City of Livonia Code of Ordinances).

36.B.5: Non-Duty Disability Retirement. The maximum number of years applicable for determining an eligible police officer's non-duty disability retirement pension payout rate pursuant to the Retirement Ordinance shall be based on the following schedule:

<u>Actual Years Of Service</u>	<u>Maximum Years Applicable</u>	<u>Maximum Pension Payout Rate Allowed</u>
10 to 15	20	50.00%
16 to 20	25	62.50%
Over 20	30, or actual service, if greater	75.00%

36.B.6: Duty Death Benefits. The surviving spouse, or other person, if applicable, of a police officer whose death is totally duty related, may apply, pursuant to Section 2.96.280 of the Retirement Ordinance, for duty death benefits.

36.B.7: A police officer's annuity factor shall be 2.8% for the first twenty-four (24) years of service, to a maximum ("cap") of seventy-five percent (75%) of final average compensation, provided that after twenty-five (25) years of service the police officer will automatically receive the seventy-five percent (75%) maximum cap of final average compensation by virtue of a 7.8% annuity factor for the 25<sup>th</sup> year. There shall be no benefit reduction at full Social Security age.

36.B.8: All police officers shall contribute 2.55% of wages to the police retirement system.

36.B.9: A police officer in receipt of on-duty injury benefits, pursuant to Article 29, shall have the wage component of final average compensation for pension purposes computed for the period that the police officer is in receipt of such benefits based upon the gross biweekly salary rate that the police officer would have received had the police officer not been injured.

36.B.10: Police officers who retire on or after December 1, 2006, shall receive a cost of living allowance according to the schedule set forth below:

1 year after retirement, an additional \$20.00 per month.

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

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

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

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

6 years after retirement, an additional \$20.00 per month for a total of \$120.00 per month.

7 years after retirement, an additional \$20.00 per month for a total of \$140.00 per month.

8 years after retirement, an additional \$20.00 per month for a total of \$160.00 per month.

9 years after retirement, an additional \$20.00 per month for a total of \$180.00 per month.

10 years after retirement, an additional \$20.00 per month for a total of \$200.00 per month.

Police officers who retire on or after December 1, 2008, shall receive a cost of living allowance according to the schedule set forth below:

1 year after retirement, an additional \$25.00 per month.

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

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

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

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

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

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

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

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

10 years after retirement, an additional \$25.00 per month for a total of \$250.00 per month.

### **36.C DEFINED CONTRIBUTION PLAN**

The following provisions shall be applicable to police officers participating in the Defined Contribution plan. The provisions shall apply to all police officers hired November 24, 1998 or later and all police officers hired prior to November 24, 1998 electing to participate in the Defined Contribution plan. These provisions shall not apply to police officers hired prior to November 24, 1998 who have elected to continue to participate in the Defined Benefit plan, as set forth in Article 36.A above and the City's Retirement Ordinance, as amended by the City.

- 36.C.1 a. For police officers hired before November 24, 1998 who made the one-time irrevocable election to participate in a Defined Contribution plan rather than a Defined Benefit pension plan, the City will contribute an amount equal to 13% of the police officer's wages to said plan and the police officer contributing an amount equal to 5% of the police officer's wages. The police officer is permitted to contribute additional amounts up to the maximum allowed by law.
- b. Participants in the Defined Contribution plan shall also participate in a disability plan equivalent to the Defined Benefit disability plan as set forth in the City Retirement Ordinance. The City's liability for the disability benefit shall be offset (1) by any amount which may be payable pursuant to the Workers' Disability Compensation Act, if applicable, and (2) by the lifetime annuity value of the police officer's 401(a) Defined Contribution retirement account, determined as of the effective date of the police officer's related separation from service. The lifetime annuity value shall be determined by soliciting three quotations for straight life lifetime annuities from insurance companies rated A+ or better by A.M. Best Company, Inc. The quotation providing the largest annuity value will be selected for purposes of this

calculation. Defined Contributions shall include all contributions and income accumulated in the plan account whether derived by the contributions made by the police officer or employer, including any amounts transferred into the plan, but excluding voluntary police officer contributions. The Defined Contribution will also include any amounts withdrawn from the 401(a) Plan or leveraged or levied by the police officer for any reason, regardless of whether it was by court order or voluntary decision. The value of any withdrawn amounts shall be calculated as though they remained in the plan and accrued income or value at the applicable rate of the remainder of the police officer's assets in the plan.

- c. Health care provisions for police officers hired prior to November 24, 1998 who retire and have elected to participate in the Defined Contribution plan shall be the same as the health care retirement benefits provided for in the Defined Benefit plan.
  - d. Retirees who are members of the Defined Contribution plan are not eligible for hospitalization-medical coverage until normal retirement.
2. a. For police officers hired on November 24, 1998 or later, the pension provided following the first six (6) months of their employment will be a Defined Contribution pension plan with the City contributing an amount equal to 9% of the police officer's wages and the police officer contributing an amount equal to 5% of the police officer's wages, with vesting after four (4) years of employment. The police officer is permitted to contribute additional amounts up to the maximum allowed by law. Effective December 1, 2006, the City's contribution rate shall increase to 11%.
- b. The health care benefit paid for police officers hired by the City on November 24, 1998 or later, upon retirement, shall be as follows:

For police officers retiring with ten years of service and who are at least 52 years of age, the City will pay 50% toward the premium of the health care insurance.

For police officers retiring after 15 years of service and who are at least 52 years of age, the City will pay 60% of the payments toward premiums.

For police officers retiring after 20 years of service and who are at least 52 years of age, the City will pay 75% of the payments toward premiums.

For police officers retiring after 25 years of service, the City will pay 100% of the payments toward premiums.

ARTICLE 37  
RETIREMENT – DISPATCHERS

37.A        GENERAL

The following provisions shall apply to Section 37.B and 37.C, below:

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



- ii. The actual current and future gross salary of the dispatchers will not be affected by the plan amendment.
- iii. Dispatcher contributions will be withheld from actual gross salary and paid to the plan.
- iv. Actual gross salary will continue to serve as the basis for determining the amount of salary related fringe benefits, including retirement benefits.
- v. Taxable gross salary (salary reported on form W-2) for the dispatchers will be equal to actual gross less the dispatcher's contribution to the pension plan.
- vi. The City will maintain information which will permit identification of the amount of dispatcher contribution made before and after the plan amendment. This is necessary in order to determine the extent to which a pension plan distribution is taxable income to the dispatcher at the time the distribution is received.
- vii. The plan amendment is being accomplished by local agreement rather than a change in State law.

A.3 The term "wages" as used in this Article shall mean wages plus other compensation as defined in Section 2.96.050 of the City's Retirement Ordinance.

### 37.B DEFINED BENEFIT PLAN

The following provisions shall be applicable to dispatchers participating in the Defined Benefit plan as set forth in the City of Livonia Retirement Ordinance. Only dispatchers hired prior to November 24, 1998 are eligible to participate in the Defined Benefit plan. These provisions shall not apply to dispatchers hired prior to November 24, 1998 who have elected to participate in the Defined Contribution plan as set forth in Article 37.B below and the City Retirement Ordinance as amended by the City, or to dispatchers hired on or after November 24, 1998.

#### 37.B.1: Cost of Living for Retirees.

Dispatchers who retire on or after December 1, 1988 shall receive a cost of living allowance according to the following schedule:

1 year after retirement, an additional \$20.00 per month.

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

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

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

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

6 years after retirement, an additional \$20.00 per month for a total of \$120.00 per month.

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

1 year after retirement, an additional \$25.00 per month.

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

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

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

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

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

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

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

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

10 years after retirement, an additional \$25.00 per month for a total of \$250.00 per month.

37.B.2: In the event of a Duty-Death Benefit, the spouse will receive the dispatcher's retirement benefit, computed on the basis of a duty disability pension.

37.B.3: A dispatcher who is absent because of a duty-related illness or injury and is in receipt of Worker's Compensation shall, for purposes of figuring average final compensation, be considered to have worked an eight (8) hour day for each day absent. The dispatcher shall have deducted from his/her or her salary supplement, an amount equal to the amount which would be deducted as a pension contribution if the dispatcher had worked the regular work day.

- a. Dispatchers who have 30 years of service with the City of Livonia or who are 55 years of age with 10 years of service are entitled to retire with full pension benefits.
- b. An eligible dispatcher's annuity factor shall be 2.5% for the first thirty (30) years of service to a maximum ("cap") of seventy-five percent (75%) of final average compensation. The provision found in Section 2.96.230(2) of the present retirement ordinance is to be amended to effect this change.
- c. There shall be no benefit reduction at full Social Security age.
- d. Military Buy-Back
  - i. Dispatchers shall be afforded the opportunity to increase membership service in the Retirement System up to a maximum of three (3) years service based upon active military service prior to employment with the City. In order to be eligible for such purchase of service time, the military service must be as defined in the Michigan Compiled Laws Annotated, 35.61, as amended. Payment must be equal to the product of the dispatcher's current contribution rate multiplied by the dispatcher's current annual compensation, multiplied by the number of years and months of active military service to be purchased. It is understood that this service time shall not apply toward vesting in the Retirement System. Also, such payment shall purchase membership service time, but shall not count in the computation of average final compensation.
  - ii. The language has been improved to conform to the Federal definition of "veteran". Un-remarried widows and widowers of veterans are included in the buy-back opportunity.
  - iii. The time purchased shall be fully paid prior to retirement, and the terms of the repayment shall be established by the Board of Trustees of the Retirement System.

37.B.4: Police dispatchers shall contribute 3.1% of wages, which contribution shall be made to the retirement system.

37.B.5: Regular part-time dispatchers may vest in the retirement plan after ten (10) calendar years, it being understood that retirement benefits for regular part-time dispatchers will be proportional, based upon actual years credited.

37.B.6: Pop-Up. When a dispatcher selects Option A or B and the named beneficiary dies before the retiring dispatcher, the benefit shall increase to an amount half way between Option A or Option B and a straight life pension.

37.B.7: Re-employment. In the event a person is re-employed by the City in a Civil Service position, he/she shall become a member of the Retirement System and said dispatcher shall be eligible for restoration of prior service credit only after he/she has been re-employed for at least five years, and makes the necessary payments to the Retirement System to restore prior service credit.

37.B.8: Annuity Withdrawal. Any person retiring for any reason may elect prior to his/her effective date of retirement, but not thereafter, to be paid his/her accumulated contributions standing to his/her credit in the pension savings fund. Upon such election the retiring dispatcher's monthly pension shall be reduced by an amount which is the actuarial equivalent.

37.B.9: Non-Duty Disability Retirement. The maximum number of years applicable for determining an eligible dispatcher's non-duty disability retirement pension payout rate pursuant to the Retirement Ordinance shall be based on the following schedule:

<u>Actual Years Of Service</u>	<u>Maximum Years Applicable</u>	<u>Maximum Pension Payout Rate Allowed</u>
10 to 15	20	50.00%
16 to 20	25	62.50%
Over 20	30	75.00%

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

37.B.10: Dispatchers who have thirty (30) years of service with the City of Livonia or who are 55 years of age with 10 years of service are entitled to retire with full pension benefits.

### 37.C DEFINED CONTRIBUTION PLAN

The following provisions shall be applicable to dispatchers participating in the Defined Contribution plan. The provisions shall apply to all dispatchers hired November 24, 1998 or later and all dispatchers hired prior to November 24, 1998 electing to participate in the Defined Contribution plan. These provisions shall not apply to dispatchers hired prior to November 24, 1998 who have elected to continue to participate in the Defined Benefit plan, as set forth in Article 37.A above and the City's Retirement Ordinance, as amended by the City.

- 37.C.1 a. For dispatchers hired prior to November 24, 1998 who make the one-time irrevocable election to participate in a Defined Contribution plan rather than a Defined Benefit pension plan, the City will contribute an amount equal to 12% of the dispatcher's wages to said plan and the dispatcher contributing an amount equal to 3.1% of the dispatcher's wages. Effective December 1, 2007, the City's contribution rate shall increase to 13% of the dispatcher's wages. The dispatcher is permitted to contribute additional amounts up to the maximum allowed by law.
- b. Participants in the Defined Contribution plan shall also participate in a disability plan equivalent to the Defined Benefit disability plan as set forth in the City Retirement Ordinance. The City's liability for the disability benefit shall be offset (1) by any amount which may be payable pursuant to the Workers' Disability Compensation Act, if applicable, and (2) by the lifetime annuity value of the employee's 401(a) Defined Contribution retirement account, determined as of the effective date of the employee's disability-related separation from service. The lifetime annuity value shall be determined by soliciting three quotations for straight life lifetime annuities from insurance companies rated A+ or better by A.M. Best Company, Inc. The quotation providing the largest annuity value will be selected for purposes of this calculation. Defined Contributions shall include all contributions and income accumulated in the plan account whether derived by the contributions made by the employee or employer, including any amounts transferred into the plan, but excluding voluntary employee contributions. The Defined Contributions will also include any amounts withdrawn from the 401(a) Plan or leveraged or levied by the employee for any reason, regardless of whether it was by court order or voluntary decision. The value of any withdrawn amounts shall be calculated as though they remained in the plan and accrued income or value at the applicable rate of the remainder of the dispatcher's assets in the plan.
- c. Health care provisions for dispatchers hired prior to November 24, 1998 who retire and have elected to participate in the Defined Contribution plan shall be the same as the health care retirement benefits provided for in the Defined Benefit plan.
- d. Retirees who are members of the Defined Contribution plan are not eligible for hospitalization-medical coverage until normal retirement.
2. a. For dispatchers hired on November 24, 1998 or later, the pension provided following their six (6) month probationary period will be a Defined Contribution pension plan with the City contributing an amount equal to 7% of the employee's wages and the dispatcher contributing an amount equal to 3.1% of the employee's wages, with vesting after four (4) years of employment. Effective December 1, 2007, the City's contribution rate shall increase to 8% of the dispatcher's wages. The dispatcher is permitted to contribute additional amounts up to the maximum allowed by law.

- b. The health care benefit paid for dispatchers hired by the City on November 24, 1998 or later, upon retirement, shall be as follows:

For dispatchers retiring with ten years of service and who are at least 55 years of age, the City will pay 50% toward the premium of the health care insurance.

For dispatchers retiring after 15 years of service and who are at least 55 years of age, the City will pay 60% of the payments toward premiums.

For dispatchers retiring after 20 years of service and who are at least 55 years of age, the City will pay 75% of the payments toward premiums.

For dispatchers retiring after 25 years of service and who are at least 55 years of age, or if the dispatcher meets the requirements set forth in Article 37.A.5 (Rule of 85), the City will pay 100% of the payments toward premiums.

**ARTICLE 38**  
**SALARY RATES**

38.1: For the period December 1, 2006 through November 30, 2007, the following pay rates shall apply: (3.0%)

**ANNUAL, BI-WEEKLY AND HOURLY RATES**

<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>MAXIMUM</u>
Police Officer	\$43,430.40	\$46,342.40	\$49,816.00	\$53,892.80	\$57,928.00
	1,6670.40	1,782.40	1,916.00	2,072.80	2,228.00
	20.88	22.28	23.95	25.91	27.85
Senior Police Officer					\$60,881.60
					2,341.60
					29.27
Dispatchers	<u>STEP 1</u>	<u>STEP 1 ½</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
	\$44,033.60	\$44,740.80	\$45,552.00	\$47,299.20	\$49,150.40
	1,693.60	1,720.80	1,752.00	1,819.20	1,890.40
	21.17	21.51	21.90	22.74	23.63

38.2: For the period December 1, 2007 through November 30, 2008, the following pay rates shall apply: (3.0%)

ANNUAL, BI-WEEKLY AND HOURLY RATES

<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>MAXIMUM</u>
Police Officer	\$44,740.80	\$47,736.00	\$51,313.60	\$55,515.20	\$59,675.20
	1,720.80	1,836.00	1,973.60	2,135.20	2,295.20
	21.51	22.95	24.67	26.69	28.69
Senior Police Officer					\$62,712.00
					2,412.00
					30.15
Dispatchers	<u>STEP 1</u>	<u>STEP 1 ½</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
	\$45,364.80	\$46,092.80	\$46,924.80	\$48,713.60	\$50,627.20
	1,744.80	1,772.80	1,804.80	1,873.60	1,947.20
	21.81	22.16	22.56	23.42	24.34

38.3: For the period December 1, 2008 through November 30, 2009, the following pay rates shall apply: (3.0%)

ANNUAL, BI-WEEKLY AND HOURLY RATES

<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>MAXIMUM</u>
Police Officer	\$46,092.80	\$49,171.20	\$52,852.80	\$57,179.20	\$61,464.00
	1,772.80	1,891.20	2,032.80	2,199.20	2,364.00
	22.16	23.64	25.41	27.49	29.55
Senior Police Officer					\$64,584.00
					2,484.00
					31.05
Dispatchers	<u>STEP 1</u>	<u>STEP 1 ½</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
	\$46,716.80	\$47,465.60	\$48,339.20	\$50,169.60	\$52,145.60
	1,796.80	1,825.60	1,859.20	1,929.60	2,005.60
	22.46	22.82	23.24	24.12	25.07

38.4: For the period December 1, 2009 through November 30, 2010, the following pay rates shall apply: (2.0%)

ANNUAL, BI-WEEKLY AND HOURLY RATES

<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>MAXIMUM</u>
Police Officer	\$47,008.00	\$50,148.80	\$53,913.60	\$58,323.20	\$62,691.20
	1,808.00	1,928.80	2,073.60	2,243.20	2,411.20
	22.60	24.11	25.92	28.04	30.14

Senior Police Officer					\$65,873.60
					2,533.60
					31.67
Dispatchers	<u>STEP 1</u>	<u>STEP 1 ½</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
	\$47,652.80	\$48,422.40	\$49,296.00	\$51,168.00	\$53,185.60
	1,832.80	1,862.40	1,896.00	1,968.00	2,045.60
	22.91	23.28	23.70	24.60	25.57

The Senior Police Officer rate shall be paid upon a police officer's completion of ten (10) years of employment within the Police Department.

ARTICLE 39  
EDUCATION PREMIUM/INCENTIVE

39.1: Police officers who hold an earned associate degree in Law Enforcement from an accredited college or university shall receive a \$900.00 annual educational premium on December 10 of each year the officer is actively employed.

39.2: Any probationary police officer whose employment with the City is terminated for any reason prior to completing a contract year shall have the educational premium provided herein adjusted on a prorated basis, with the balance to be deducted from any monies otherwise due the employee.

39.3: Police officers, who hold an earned bachelor's degree from an accredited college or university by the end of the prior fiscal year, shall be eligible to receive an annual educational premium of \$750.00 which shall be paid by December 10th of each year.

ARTICLE 40  
EDUCATIONAL EXPENSES

40.1: Officers who intend to use this benefit must have the educational institution, the program of study and the degree requirements pre-approved by the Police Chief or his designee.

40.2: The City agrees to reimburse police officers for the following costs up to obtaining a Master's degree in Law Enforcement or Criminal Justice: tuition, required books, and class fees/graduation fees. These costs shall be reimbursed or paid for by the City upon submission of proper documentation for all courses related to Law Enforcement or Criminal Justice degree program from an accredited college or university, subject to the following:

- A. To qualify for reimbursement or payment by the City, the college or university must be accredited by the North Central Association of Colleges and Schools. The degree program must consist of regularly scheduled instruction at traditional "brick & mortar" type settings and not be an Accelerated degree program, Internet degree program, long-distance



learning degree program or any other form of "non-traditional" instruction or classes. The bargaining unit member must demonstrate regular classroom attendance. Nothing in this language would prevent an employee from taking a required (non-elective) class at a traditional "brick & mortar" school which is conducted primarily through the Internet, provided such class is not offered in a typical classroom setting.

- B. In order for an expense to be eligible for reimbursement, the course must be specifically within an accredited college or university's Law Enforcement or Criminal Justice program and must be directly related to obtaining such a degree at any level, up to a Master's degree. This includes required or elective courses that are necessary to obtain a specific degree requirement.
- C. Reimbursement or payment by the City will only be made for courses that are satisfactorily completed. Satisfactory completion is when an official passing grade or credit, which counts towards the requirements of the degree sought, is awarded. Courses in which the grade or credit awarded cannot be used as such are considered unsatisfactory and will not be reimbursed or paid for by the City. Police officers are required to submit a transcript or a copy of their original grades at the conclusion of each semester attended to the Police Chief or his designee.
- D. All requests for reimbursements or payments by the City must be submitted to the Police Chief, or his designee, within 30 days of the end of the term in which the course(s) are taken.
- E. The City shall not reimburse or prepay costs incurred in taking courses in excess of degree requirements. No reimbursement or payment will be made for incomplete courses or courses that the employee withdraws from before the end of the term, unless approved by the Police Chief or his designee. The City will not duplicate reimbursements or payments, which have been made by other sources, such as scholarships, grants or other subsidies.

40.3: Police officers obtaining prepayment or receiving reimbursement for expenses under this article will be required to remain in the employ of the City for at least five (5) years from the conclusion of the course work. Should an individual terminate employment with the City before the five (5) year requirement has been met, that employee will reimburse the City for all costs incurred in taking any courses during that five (5) year period. The five year rule shall not apply to courses toward a bachelor degree.

40.4: Dispatchers shall be reimbursed for tuition and book costs up to one hundred dollars (\$100.00) per contract year for successfully completing job related course work as approved by the Police Chief.

40.5: Reimbursement or payment by the City does not apply to courses taken or degrees obtained prior to employment by the City of Livonia.

**ARTICLE 41**  
**MERIT COMPENSATION**

41.1: Police officers who are the top ten (10) candidates on the Police Sergeant eligible list on November 30, as a result of the examination conducted during the preceding fiscal year, shall be paid five hundred dollars (\$500.00) by December 10th.

41.2: In the year that a police officer earns merit compensation, the merit pay would be received in the payroll period during which the anniversary date falls. In subsequent years the merit pay will be received the first pay period in July.

Payment of merit compensation on a police officer's anniversary date will begin upon ratification of this contract. Employees will not be eligible for two merit payments in one fiscal year.

41.3: Qualified employees of this bargaining unit will be entitled to additional compensation annually, as follows:

- A. In order to be eligible for this benefit, the employee must complete his/her service requirement by the cut-off date for the Sergeant's Exam, April 8.

After 15 years	\$1,800.00
After 20 years	\$1,980.00

- B. In an employee's final year of employment, only, the merit compensation provided for in Section 41.2.A above will be \$4,000.00, except that an employee is not eligible unless their final year of employment is their 25th year or more of service.

Employees who retire between July 1 and December 1 shall be reimbursed the difference between the previous year's merit compensation and \$4,000.00 at the time of retirement. Employees who retire between December 2 and June 30 shall receive the \$4,000.00 merit compensation at the time of retirement.

- C. Seniority, for purposes of this Section, will be the time spent as a sworn officer and cadet.
- D. This compensation will continue on an annual basis.
- E. All compensation under this Section will be included as average final compensation for purposes of retirement.

41.4: Once qualified, an employee will receive compensation until promoted out of the bargaining unit or the employee's employment with the City is terminated.

- A. Employees who are promoted will receive a prorated payment based on the number of month(s) of service from December 1, to and including the month of promotion to the rank of Sergeant. This payment will be computed on the amount the employee is eligible to receive per schedule based on the employee's length of service and satisfactory completion of examination requirements.
- B. Police officers whose employment with the City is terminated for any reason shall receive the total amount of merit compensation they are eligible to receive based on seniority and qualifying examination. There shall be no proration of benefits in the last year of employment.

ARTICLE 42  
DISPATCHER EMD PREMIUM/INCENTIVE

42.1: Each dispatcher shall receive a \$950.00 EMD premium/incentive each year to be paid by December 10<sup>th</sup> for proficiency with emergency medical dispatch protocols.

In order to be eligible for the above EMD premium/incentive, a dispatcher must maintain a valid EMD certification.

Any dispatcher whose employment with the City is terminated for any reason prior to completing a contract year shall have the premium/incentive provided herein adjusted on a prorated basis, with the balance to be deducted from any monies otherwise due the employee.

ARTICLE 43  
GUN ALLOWANCE

43.1: Each police officer shall receive a \$950.00 gun allowance each year to be paid by December 10 for his/her proficiency with a firearm.

43.2: Any police officer whose employment with the City is terminated for any reason prior to completing a contract year shall have the allowance provided herein adjusted on a prorated basis, with the balance to be deducted from any monies otherwise due the employee.

43.3: In order to be eligible for the above gun allowance, an officer must achieve passing scores (70% or better) in a gun use proficiency test, as presently established by the Department, taken at a minimum of twice a year, and must attend all weapon training sessions unless excused by the Police Chief or the Chief's designee.

ARTICLE 44  
LEGAL EXPENSE

44.1: The Employer will continue during the term of this Agreement to provide the Professional Liability Insurance coverage currently in force. In the event the City is unable to provide the insurance policy provided for above, and/or the coverage under said policy is not wholly sufficient to fully cover a member of the Association for good faith actions taken by him or her in the official line of duty, the City will provide legal counsel and pay any costs and judgments that arise out of lawsuits filed against a member of the bargaining unit alleging any act committed while said member was in the good faith performance of his/her or her duties. This would include an off-duty employee who may be required by circumstances to assume police duties and/or powers.

44.2: A contrary determination by the City is not final and binding as to good faith, but is subject to review by an arbitrator under Article 8 of this Agreement. Such review shall be initiated pursuant to Section 8.1, Step 5. In reviewing the City's action(s) under this Article, the arbitrator may consider, if raised, whether or not an officer's actions were consistent with the police division's policies, rules, and regulations.

ARTICLE 45  
GENERAL ARTICLE

45.1: Safety Check of Police Cars. One of the responsibilities of the Vehicle Maintenance Officer (VMO) shall be to check mileage on all patrol cars. When any patrol car reaches 50,000 miles and 60,000 miles respectively, the VMO shall cause such vehicle to undergo a complete safety check by a state certified mechanic.

Any defects discovered in such safety check that affect the safe use of the automobile in police type service will be corrected by the City before the vehicle is returned to service.

45.2: Audit of Leave Days. An employee is entitled to 416 leave days during the course of the four (4) year contract. If at the expiration of this Agreement an employee believes he/she has been allowed less than 416 leave days, he/she shall request an audit of all leave days and be compensated in compensatory days so that 416 leave days have been allowed.

45.3: Grooming. The grooming code of the Police Division shall reflect the following:

- A. Hair in rear of head shall not extend below the top of the shirt collar. It shall be graduated up from the collar but not to exceed one and a half (1-1/2) inch length from the top of the ear to bottom of ear. Hair shall not protrude out from Garrison Cap in an unruly manner.

Hair on the sides of the head shall not exceed one half (1/2) inch in length at the top of the ear so as to display a close to head and swept back appearance and not to be worn over the ears.

Side burns shall be close and not more than one half (1/2) inch length of hair. If hair texture creates a bushy appearance, it shall be thinned. Side burns shall not exceed one (1) inch in width and shall not come below the bottom of the ear.

In all cases hair texture that causes unique problems shall be thinned to conform, as some will require shorter lengths to conform.

Block cut allowed from bottom of ear to collar.

- B. Mustaches may extend 3/8 inch out from corner of the mouth and 3/8 inch down from corner of the mouth. They shall be neatly trimmed and shall not hang down over the top lip.
- C. Personnel in certain Bureaus assigned to investigation details may, upon permission of the Police Chief, wear long hair, side burns and beards.

45.4: Captions. The headings and index used in this Agreement and Exhibits neither add to nor subtract from the meaning, but are for reference only.

45.5: Physical Fitness Area. The existing physical fitness area will continue to be available to members of the Union during the term of this Agreement subject to the Rules and Regulations pertaining to use of the facility established by the Police Division.

45.6: Departmental Representation. In the event a police officer in the State of Michigan is killed in the line of duty, the Police Chief will give consideration to members of the Union should s/he decide to send a departmental representative or representatives to attend the funeral. Departmental transportation may be provided subject to the operating needs of the department.

45.7: Definitions. The terms "contract year" and "fiscal year" as used in this Agreement refer to years covering December 1 through November 30.

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

- (i) The person's spouse is employed by another public employer.

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

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

- A. Financial reasons
- B. Health reasons
- C. Anticipated retirement
- D. Condemnation of home

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

45.9: Jury Duty. Employees on the afternoon and midnight shifts required to serve on jury duty shall have the time so served considered as a day worked.

45.10: The City of Livonia and the Union have agreed on the following items pertaining to the Police K-9 Officer:

- A. The K-9 Officer (handler) shall receive monetary reimbursement in the amount of 45 minutes straight time for care and maintenance of the Department animal. If, for any reason, the officer does not have control of the animal, such as the officer is on vacation and the animal is kenneled or any other reason, then s/he will not be reimbursed for the care of the animal.
- B. The work schedule of the officer may be adjusted by the Department for various reasons, training, work requirement, but not for the sole purpose of circumventing the paying of overtime.
- C. Uniforms shall be as directed by the Officer-in-Charge with cost to be borne by the City (Department).
- D. Call-in and overtime pay as provided for in the existing contract except as described herein.

E. The City (Department) shall pay all costs for food, equipment (as approved), and medical care for the animal.

F. The Police Chief, at his/her sole discretion, at any time, may eliminate the K-9 Officer position.

ARTICLE 46  
POLICE RESERVE OFFICERS

46.1: The City will utilize police reserve officers as it has in the past. In addition, reserve officers may be assigned to other police activities at the discretion of the Police Chief in conjunction with regular police officers who, in such cases, will be selected from an advance posted overtime detail. Management may schedule reserve officers with working police officers for details of a non-reimbursed nature, subject to Departmental Memo #361. Reserve officers shall not replace regular police officers in their normal assignments. Nothing shall prevent the City without limitations to utilize reserve officers in the event of natural disasters, riots, civil disasters, or emergencies.

ARTICLE 47  
MAINTENANCE OF CONDITIONS

47.1: Wages, hours and conditions of employment in effect at the execution of this Agreement shall, except as provided herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in benefits as a consequence of the execution of this Agreement, except as provided herein.

47.2: The Employer will make no unilateral changes in wages, hours, and conditions of employment during the term of this Agreement, contrary to the provisions of this Agreement.

47.3: This Agreement shall supersede any rules, regulations, or policy statements inconsistent herewith. Insofar as any provision of this Agreement shall conflict with any ordinance or resolution of the City, appropriate amendatory or other action shall be taken to render such ordinance or resolution compatible with the terms of this Agreement.

ARTICLE 48  
SAVINGS CLAUSE

48.1: If any Article or section of this Agreement or any appendixes or supplements hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or section.

**ARTICLE 49**  
**TERMINATION AND MODIFICATION**

49.1: Subject to the provisions of Article 49.2, below, the provisions of this Agreement shall be effective as of 12:00 a.m., December 1, 2006, and shall continue to remain in full force and effect to and including November 30, 2010, unless either party shall, between July 1, 2010 and September 1, 2010, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement in whole or in part. A notice of desire to modify, alter, renegotiate, change or amend, or any combination thereof, shall have the effect of terminating this Agreement on the expiration date hereunder; the parties agree, however, that the terms, conditions and benefits of this Agreement shall continue until such time as the parties shall execute and ratify a new Agreement.

49.2: Notwithstanding the foregoing, the parties agree that either party may notify the other in writing by September 1, 2010, but no earlier than July 1, 2010, of the party's desire to reopen the Agreement for the purpose of negotiating on all items set forth in the Agreement.

49.3: Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail, if to the Union, 27056 Joy Road, Redford, Michigan 48239-1949; or if to the Employer, addressed to City Council and the Civil Service Commission, City Hall, 33000 Civic Center Drive, Livonia, Michigan 48154; or to any such addresses as the Union or the Employer may make available to each other.

49.4: This Agreement shall be governed by the Laws of the State of Michigan and may not be changed or terminated orally or in writing except by mutual agreement of the parties hereto.

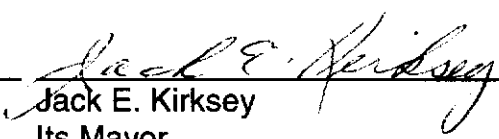


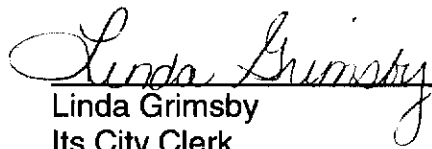
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their  
duly Authorized Representative on this 5th day of October, 2009.

POLICE OFFICERS ASSOCIATION OF  
MICHIGAN

CITY OF LIVONIA, a Michigan Municipal  
Corporation

  
Kenneth E. Grabowski  
Business Agent

  
Jack E. Kirksey  
Its Mayor

  
Linda Grimsby  
Its City Clerk

LIVONIA POLICE OFFICERS  
ASSOCIATION

CIVIL SERVICE COMMISSION

  
Thomas K. Funke  
Its President

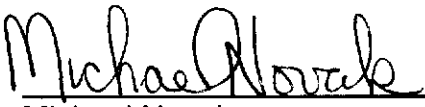
  
Ronald E. Campau  
Chairman

  
Timothy Larion  
Its Vice President

  
Charlotte Mahoney  
Commissioner

  
Angelo Colone  
Its Secretary

  
Harry Tatigian  
Commissioner

  
Michael Novak  
Its, Treasurer

Agreement between the City of Livonia  
and the Livonia Police Officers Association of Michigan  
December 1, 2006 - November 30, 2010

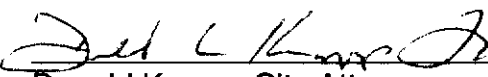
Agreement between the City of Livonia and the Police Officers Association of  
Michigan and its affiliate the Livonia Police Officers Association.

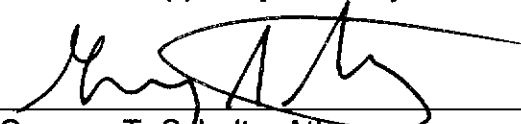
Reviewed and Approved for Accuracy and Form:

  
Robert Stevenson, Police Chief

  
Robert F. Biga, Human Resources Director

  
Michael T. Slater, Finance Director

  
Donald Knapp, City Attorney

  
Gregory T. Schultz, Attorney

LETTER OF UNDERSTANDING

Health Care Opt Out Language

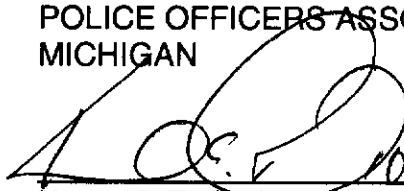
1. Employees who are on the active payroll of the City, covered by a health care plan offered by an employer other than the City, and can establish such coverage, who do not elect to take hospitalization-medical coverage offered by the City, may, each enrollment year, at the time of the enrollment period, opt out from City coverage and for said enrollment year receive a \$1,000 payment from the City as payment in lieu of the hospitalization-medical coverage. Once an employee opts out for a given year, the employee will not be able to receive the City's coverage until the next enrollment period, unless the employee loses their eligibility for the alternate coverage. If the employee returns to the City's coverage under the conditions just stated, the employee shall pay back pro rata the said \$1,000 payment provided herein. The \$1,000 will be paid for each enrollment year that the employee elects to opt out under this provision.
  
2. If, in any year of the Agreement, the number of bargaining unit members (Police officers & dispatchers only) electing to opt out pursuant to this provision is greater than the number of employees who elected to opt out during the 2006-2007 fiscal year by a number equal to or greater than the number of bargaining unit members who elected to opt out during the 2006-2007 fiscal year plus a number representing ten (10%) percent of the total number of bargaining unit members as of the date the decision to opt out must be made, the opt out payment shall be increased from \$1,000 to \$3,000 for that particular year only.

For example, there were 13 members who opted out in the 2006-2007 fiscal year and if there are 110 members of the bargaining unit on the day such opt out decision must be made, there will have to be 13 (number of 2007-08 opt outs) + 11 (10% of 110) for a total of 24 opt outs for the opt out amount to be increased for that particular year.

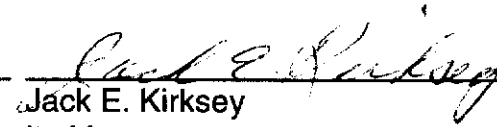
3. Any eligible employee shall have the right to revoke their declaration to opt out within seven (7) days of the date (of the close of the opt out period) for the sole reason that the number of employees who elected to opt out, did not meet the requirement to support the increase in the payment. The City of Livonia (Civil Service Department) will keep the employees who opt out informed of the total numbers.

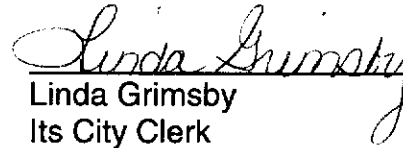
Agreement between the City of Livonia  
and the Livonia Police Officers Association of Michigan  
December 1, 2006 - November 30, 2010

POLICE OFFICERS ASSOCIATION OF  
MICHIGAN

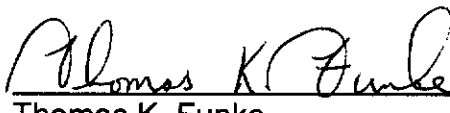
  
10-5-09  
Kenneth E. Grabowski  
Business Agent

CITY OF LIVONIA, a Michigan Municipal  
Corporation

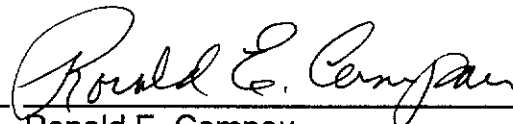
  
Jack E. Kirksey  
Its Mayor


  
Linda Grimsby  
Its City Clerk

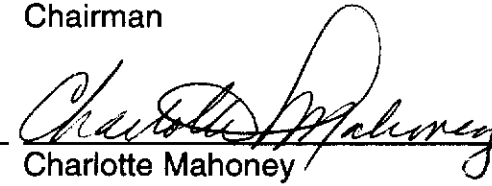
LIVONIA POLICE OFFICERS  
ASSOCIATION

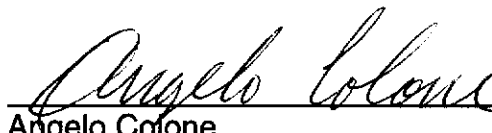
  
Thomas K. Funke  
Its President

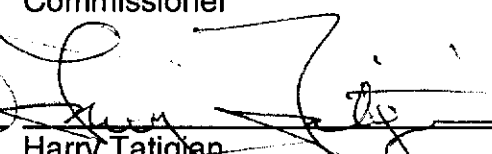
CIVIL SERVICE COMMISSION

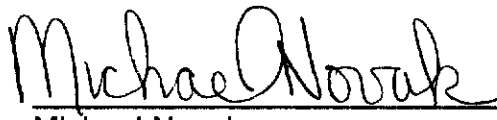
  
Ronald E. Campau  
Chairman

  
Timothy Larion  
Its Vice President

  
Charlotte Mahoney  
Commissioner

  
Angelo Colone  
Its Secretary

  
Harry Tatigian  
Commissioner

  
Michael Novak  
Its Treasurer

LETTER OF UNDERSTANDING

In connection with implementation of the parties' 2006-2010 Collective Bargaining Agreement, the parties agree that due to a misunderstanding in the new educational reimbursement language, the following police officers, despite language to the contrary in the agreement, shall not have to repay the City for Masters level courses taken from the date of ratification to May 26, 2009, in the event the police officer retires from the City within five (5) years of the date of such course work:

Joseph Boitos, Angelo Cologne, Mark Desantis, Brian Kahn, Nicholas Kerchoff and  
Harold Higgins III

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MICHIGAN

  
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Business Agent

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