

AGREEMENT BETWEEN
CITY OF LIVONIA
AND
LIVONIA FIRE FIGHTERS UNION

DECEMBER 1, 2008
TO
NOVEMBER 30, 2012

TABLE OF CONTENTS

SECTION	TITLE	PAGE
	PURPOSE AND INTENT	1
1	RECOGNITION OF UNION	2
2	MANAGEMENT RIGHTS	2
3	UNION RESPONSIBILITIES.....	4
4	UNION SECURITY	5
5	UNION DUES	5
6	REPRESENTATION.....	6
7	GRIEVANCE PROCEDURE.....	6
8	COMPUTATION OF BACK WAGES.....	11
9	DISCIPLINARY PROCEDURE.....	11
10	PROMOTIONS.....	11
11	LAYOFFS.....	15
12	PERSONAL BUSINESS.....	15
13	HOLIDAYS	15
14	OVERTIME.....	16
15	VACATIONS	19
16	SICK LEAVE	22
17	CONVERTING LEAVE BANKS UPON DIVISION TRANSFER.....	23
18	BEREAVEMENT LEAVE.....	23
19	SCHEDULE OF HOURS	24
20	BUDDY RELIEF SYSTEM.....	24

21	TEMPORARY ASSIGNMENTS.....	25
22	TRANSFERS.....	26
23	KELLY DAY TRADES	26
24	HOSPITALIZATION - MEDICAL COVERAGE.....	27
25	INSURANCE COVERAGE.....	33
26	ON DUTY INJURY	33
27	LIMITED DUTY	34
28	LONGEVITY PAY	35
29	CLOTHING	36
30	BULLETIN BOARD.....	36
31	PENSIONS	37
32	SALARY RATES.....	43
33	FOOD ALLOWANCE	44
34	EDUCATION	44
35	MAINTENANCE OF CONDITIONS.....	44
36	SAVINGS CLAUSE.....	45
37	EFFECTIVE DATE, TERMINATION & MODIFICATION.....	45
38	RESIDENCY	45
39	LOSS OF SENIORITY.....	46
40	EMT BONUS.....	47
41	EMPLOYEE FITNESS PROGRAM.....	48
42	LEGAL EXPENSES.....	48

43	PAYMENT IN LIEU OF PROMOTION.....	48
44	EDUCATIONAL BENEFIT	49
45	PERSONNEL ON DUTY.....	49
46	TRAINING COORDINATOR.....	51
47	PARAMEDICS.....	53

APPENDIX A

**AGREEMENT BETWEEN THE CITY OF LIVONIA
AND THE LIVONIA FIRE FIGHTERS UNION**

THIS AGREEMENT entered into on this 29th day of April, 2009, between the CITY OF LIVONIA, a Michigan Municipal Corporation (hereinafter referred to as the Employer or the City), and the LIVONIA FIRE FIGHTERS UNION, Local 1164 (hereinafter referred to as the Union).

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

Note: The reference in this Agreement to the male gender shall also be considered as reference to the female gender.

PURPOSE AND INTENT

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

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

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

WHEREAS, it is agreed by the City and the Union that the City is legally and morally obligated to provide equal opportunity, 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; to this end, basic rights and equities of Employees are established through the City Charter, Ordinances and Resolutions of the City Council, and the Rules and Regulations of the Civil Service Commission; and

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

1. RECOGNITION OF UNION

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of Michigan of 1947, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining, with respect to rates of pay, hours of employment, and other terms and conditions of employment for the term of this Agreement for all Employees of the Fire Division of the Department of Public Safety of the Employer and who hold a lesser rank than Assistant Fire Chief.

2. MANAGEMENT RIGHTS

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

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

Any changes which may be made in those portions of the Rules and Regulations of the Fire Department which specifically pertain to working conditions shall be by mutual agreement between the Fire Chief and Director of Public Safety and the Union. Any changes which may be made in those portions of the Rules and Regulations of the Fire Department which specifically cover operating requirements of the Fire Department shall be made only after representatives of the Union have had an opportunity to confer with the Fire Chief and the Director of Public Safety on the changes to be made. The decision of the Fire Chief and the Director of Public Safety shall be final with respect to changes in such rules governing operating requirements.

During the term of this Agreement, the historically-recognized duties and assignments of Firefighters will continue to be recognized in making work assignments.

C. The City has the right to schedule overtime work as required, and consistent with the provisions set forth in Section 14.

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

E. The City reserves the right to classify existing 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, he may seek redress through the grievance procedure set forth in Section 7.

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

G. The City reserves the right to lay off for lack of work or funds, or the occurrence of conditions beyond the control of the City, or where such continuation of work would be wasteful and unproductive.

H. No policies nor procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the following authority conferred on City Officials:

1. The Charter responsibility of the Mayor as executive officer for enforcing the laws of the State, City Charter and Ordinances, recommending an annual budget of appropriations, and the efficient performance of all executive departments, among other executive responsibilities defined by the Charter.

2. The Charter responsibility of the City Council as the legislative body for the enactment of ordinances, the appropriation of money and the determination of the City's budget, among other legislative responsibilities defined by the Charter.

3. The Charter responsibility of the Civil Service Commission for adopting rules and regulations and exercising other personnel responsibilities as defined by the Charter.

4. The Charter responsibility of the City Council and the Civil Service Commission in establishing and amending a classification of positions plan, a compensation plan, an insurance and disability plan, and the retirement plan(s).

5. The Charter responsibilities of the City in determining the functions and organization of the respective departments or divisions.

6. The responsibilities of Department Heads governed by Charter provisions, ordinances and Civil Service rules.

(a) to hire, assign, transfer, and promote Employees to positions within the agency;

(b) to suspend, demote, discharge or take other disciplinary action against Employees;

(c) to relieve Employees from duties because of lack of work or lack of funds;

(d) to determine the methods, means, and personnel necessary for departmental or agency budget;

(e) to control departmental or agency budget;

(f) to take whatever actions are necessary in situations of emergency to perform the functions of the department.

7. The responsibilities to administer pay and fringe benefit plans, to provide the necessary surveys, research, rules, regulations, resolutions, and ordinances for this purpose, subject to the authority of the departments and the City Council.

8. The responsibility for administering Charter and Ordinance provisions relating to the Retirement Plan and the Insurance and Disability Plan.

9. The responsibilities to administer a sick leave control program, as governed by Charter provisions, ordinances and Civil Service Rules, except Section 25.2(h)(2) of the Civil Service Rules as to sick leave control, and that, in addition to the Civil Service Rules, the following shall also apply:

After four (4) unexcused sick leave days for the employee's own personal illness (which shall not include sick leave used due to illness in the employee's immediate family) are used in any twelve (12) month period, the City may require the employee to produce a doctor's certificate for current and future use of sick leave by the employee for the employee's own personal illness and the employee may be sent, at the City's option, to the City's physician for examination to determine in the physician's opinion whether the employee is able to return to work. No phone calls shall be made to the home pursuant to this provision. Permission for leave for illness in the immediate family shall be granted only if the Department has knowledge that such illness necessitates the presence of the employee.

3. UNION RESPONSIBILITIES

The Union as a lawful association, composed of Employees in the City's service, having as its primary purpose the improvement of conditions of employment, agrees:

A. That all services performed by Employees included in this Agreement are 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 in any work slowdown or other interference with any of the services of the City of Livonia. The occurrence of any such acts or actions prohibited in this section 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 section may be subject to discharge or other disciplinary action, as may be applicable to such Employee.

B. Union business may be conducted during working hours or in City work areas as provided for in this Agreement under Section 7, Grievance Procedure, for monthly meetings of the Board of Directors and monthly membership meetings. In addition, special meetings may also be conducted, subject to the operational needs of the Department and with the prior approval of the Fire Chief.

4. UNION SECURITY

Each Employee, who on the effective date of this Agreement, is a member of the Union shall, as a condition of employment, maintain his membership in the Union. Each present Employee or an Employee hired on or after the execution of the Agreement, as a condition of employment, at his option, shall become a member of the Union upon completion of the probationary period of the Fire Department, and maintain his membership in the Union, or in lieu thereof pay a service charge in an amount equal to the regular monthly dues of a Union member. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

5. UNION DUES

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

1. Those Employees who apply for membership in the Union are required to tender an initiation fee, as defined by current LFFU By-laws, if any, and periodic membership dues and shall be required to do so by signing an "Authorization for Payroll Deduction of Dues" form.

2. Those Employees who do not make application for membership shall be required to tender periodic fees as a service charge by signing an "Authorization for Payroll Deduction of Service charge."

3. Payroll Deduction Forms. During the life of this Agreement, the Employer agrees to deduct union membership dues or fees as a service charge, levied in accordance with the constitution and by-laws of the Union, from the pay of each Employee who executes or has executed the "Authorization for Payroll Deduction of Dues," or "Authorization for Payroll Deduction of Service Charge" form.

B. When Deductions Begin. Payroll deductions under all properly executed "Authorization for Payroll Deduction of Dues" or "Authorization for Payroll Deduction of Service Charge" forms shall become effective at the time the application is received by the City and shall be deducted from the first pay of the month and each month thereafter.

C. Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to the designated financial officer of the Union with a list for whom dues have been deducted as soon as possible by the 15th day of each following month.

D. Termination of Payroll Deductions. An Employee shall cease to be subject to payroll deductions beginning with the month immediately following the month in which he is no longer an Employee of the bargaining unit (by reason of death, quit, discharge, layoff, transfer, or any other reason). 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.

E. Prohibited Activity. Neither the Union, nor its members, will intimidate or coerce any Employee with respect to his right to work or in respect to Union activity or membership.

6. REPRESENTATION

A. The President and other officers of the Union shall be allowed reasonable time off during working hours, without loss of pay, to conduct negotiations and handle grievance matters, with the approval of the officer-in-charge or the Fire Chief. In negotiations, members of the negotiating team shall be allowed two (2) hours before the scheduled time of negotiations and two (2) hours after completion of a negotiation session, subject to the operating needs of the Fire Division. Reasonable time off without loss of pay shall be granted to members of the negotiating team to confer with their counsel regarding said negotiations, subject to the operating needs of the Fire Division. For the purpose of this section, negotiation shall be defined as that period of time when the Union advises the City in writing of its intention to enter into negotiations for a new Agreement, but in no case earlier than April 1, 2012, and shall extend up to the ratification of the proposed Agreement by the Union membership.

B. The President and other elected officers of the Union elected to attend educational conferences shall be allowed reasonable time off, without pay, subject to the operating needs of the Fire Division and the prior approval of the Fire Chief, to attend such conferences, provided, however, two (2) representatives of the Union may attend the Biennial International Fire Fighters Convention and the Biennial State Fire Fighters Convention without loss of pay, but not to exceed seven (7) twenty-four (24) hour duty days per representative every two (2) years.

7. GRIEVANCE PROCEDURE

A. An Employee or the Union, or both who have a dispute concerning the application, meaning or interpretation of a specific provision of this Agreement may process this dispute in accordance with the procedures herein set forth.

STEP 1

(a) The aggrieved Employee shall notify his station supervisor of the nature of the grievance within twenty (20) calendar days of its occurrence. The Employee shall then be permitted to notify his Union representative and discuss the grievance with him privately. If he wishes to pursue it further, he and/or his representative shall discuss the matter with the station supervisor privately. In any case, where the Employee represents himself, or has a representative who is not a Union Representative, the Union representative shall be notified by the station supervisor and may be present at all discussions without intervention by the Union representative unless

pertaining to contract language. Where no Union representative is available at a station to process a grievance, the City will attempt to provide transportation to the Chief Steward on the shift to the station, if he does not have a car available, with prior approval of the officer-in-charge of his station and subject to the operational needs of the Fire Division. The station supervisor will orally respond to the grievance within six (6) calendar days of the date of presentation of the grievance, not including the date of presentation.

(b) If the grievance is not resolved at the station level, the Station officer shall contact the Battalion Chief or officer on duty in charge of the unit of the issue and the matter will be discussed.

STEP 2

If the grievance is not resolved at Step 1, the Employee may complete and sign a Grievance Initiation Form which shall be submitted to the station supervisor within ten (10) calendar days after the last oral answer in Step 1. The Supervisor will, when possible, write up within ten (10) calendar days after receipt of the form, his decision on the Grievance Disposition Form and give it to the Employee.

STEP 3

If the grievance is not resolved at Step 2, the Employee and/or his representative may send the Grievance Appeal and Disposition Form to the Battalion Chief or the ranking officer-in-charge of the unit within ten (10) calendar days after the last decision in Step 2.

The Battalion Chief or ranking officer in charge will obtain the records of the case up to that point and may hold hearings if he thinks it necessary. The Employee and/or his representative, upon request, may be heard by the Battalion Chief or ranking officer in charge. The Battalion Chief or ranking officer in charge will, when possible, notify the Employee of his decision on the Grievance Disposition Form within ten (10) calendar days of the receipt of the Appeal Form.

STEP 4

This is the same as Step 3, except that the Assistant Fire Chief, or in the absence of the Assistant Fire Chief, the designated officer-in-charge of the Fire Division, would be responsible at this step.

STEP 5

This is the same as Step 4, except that the Fire Chief is responsible at this step. The Employee shall be notified within ten (10) calendar days of the decision of the Fire Chief on the Grievance Disposition form. If such notice is not received within this time, the Employee and/or his representative may go to the next step.

STEP 6

A Labor-Management Committee shall review all grievances not satisfactorily resolved at Step 5, before being submitted to the Civil Service Commission, or in the case of grievances involving disciplinary action, before being submitted to the Civil Service Commission, or to arbitration as applicable. The Labor- Management Committee shall be composed of three (3) representatives from the Union and three (3) representatives of management. Additional members may be added when necessary. The aggrieved will attend the meeting to present the grievance, unless he requests not to be present. 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 then, either party may advance the grievance to the next step of the grievance procedure as provided in the agreement.

Election of Remedies

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

The Union may elect to appeal to the Civil Service Commission or arbitration under Step 8 of this Grievance Procedure. Provided, further, that there shall be no appeal from the Civil Service Commission to arbitration or from arbitration to the Civil Service Commission.

STEP 7

If the grievance is not satisfactorily resolved in Step 6, the grievance shall be referred to the LFFU Grievance Committee who shall take up the grievance with the Civil Service Commission within ten (10) calendar days from the last decision in Step 6. The Civil Service Commission shall meet on the grievance within twenty (20) calendar days after filing of the grievance with the Civil Service Commission. The Employee shall be notified of the date of the meeting and shall be entitled to be heard, call witnesses, and have an informal hearing before the Commission. The Commission shall notify, in writing, all affected parties of its decision as soon as possible, in any event, within ten (10) working days after the final meeting with respect to same.

STEP 8

(a) If the grievance is not satisfactorily resolved by the Civil Service Commission, either party may, within twenty (20) calendar days after the decision of the Civil Service Commission, notify the other, in writing, of its intent to seek arbitration, and the other party shall be obliged to proceed with arbitration in the manner hereinafter provided.

(b) The parties shall attempt to agree upon an impartial arbitrator. If they cannot so agree within seven (7) calendar days of the request for arbitration, the party requesting arbitration shall promptly thereafter file a demand for arbitration with the American Arbitration Association in accordance with the then applicable rules and regulations of the Association.

(c) The expense of the arbitrator, excepting the parties' own expenses, shall be borne equally by the Union and the City.

(d) The arbitrator shall have the authority and jurisdiction to interpret and apply the Collective Bargaining Agreement with respect to the grievance in question, but he shall not have the power to alter or modify the terms of this Agreement.

(e) With respect to arbitration involving the discipline or discharge of Employees, the arbitrator shall determine if the discharge or discipline was for just cause; and he may review the penalty imposed. He shall fully hear and determine the matter and either affirm, modify or revoke such action. He shall have the authority in cases concerning discharge, discipline and/or other matters, if he shall so determine, to order the payment of back wages and compensation for an Employee which the Employee would otherwise have received (less unemployment compensation or other compensation, if any earned elsewhere during the period in question, which compensation is attributable to the discharge, suspension or layoff period in issue, and which would not have been earned otherwise), and/or enter such other further award as may be consistent with the Agreement.

(f) The arbitrator shall submit his decision, in writing, within thirty (30) calendar days after the conclusion of the hearings, and the decision of the arbitrator so rendered shall be final and binding upon the Employee involved, the Union and its members, and the City.

B. GENERAL GRIEVANCE PROCEDURE PROVISIONS

1. The Employee may represent himself or designate a representative. In any case, the official representative of the Union shall be notified and may be present at all discussions of the grievance matter without intervention by the Union representative unless pertaining to contract language. Any supervisor representing the City in a grievance may not represent the Employee.

2. Both the City and Union shall provide a list of authorized personnel for each step in the procedure.

3. Grievances are to be handled during working hours, except with the Civil Service Commission it shall be optional. The parties involved in a grievance shall be paid at their regular rate of pay during working or duty hours.

4. The forms described below will be used in the grievance procedure and can be found on the department network.

a. Grievance Initiation Form. This form will be used by the Employee at Step 2 to reduce the grievance to writing and initiate the written stage of the grievance procedure.

b. Grievance Disposition Form. This form will be used by the immediate supervisor, the Division head, and any other person making a decision on the grievance, to state his decision in writing.

c. Grievance Appeal Form. This form is to be used by the Employee if he wishes to appeal the decision made at Step 2 or higher. If the Employee is not satisfied with the decision at any step, as transmitted in a Grievance Disposition Form, he will submit the Grievance Appeal Form to the appropriate official at the next step who will review all forms submitted in the grievance up to that point.

5. Any grievance shall be considered resolved on the basis of its last decision if there is no appeal in writing within the established time limits. Therefore, any step in the Grievance Procedure may be the last step. Grievances resolved at any step shall not be reversed at the next level of supervision.

6. Any grievance not answered by the City within the time limits established in the Grievance Procedure or modified by mutual agreement shall automatically be advanced to the next step by transmitting copies of the grievance to the proper step.

7. All grievance forms will be in quadruplicate, two (2) for the designated City authority and two (2) for the Union. Where the Employee is representing himself, there should be an extra copy for the Employee.

8. The time elements in the first seven (7) steps can be shortened or lengthened by mutual agreement in writing between the parties.

9. With regard to suspension, demotion and removal, the Union shall be notified in writing by the appointing authority.

10. If an Employee during his hours of employment leaves his assignment without following the procedure outlined above, he shall be deemed to have no grievance and shall be subject to disciplinary action.

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

12. Where one or more involve a similar issue, these grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case.

13. Where 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 Assistant Fire Chief in accordance with Step 4, as a representative grievance, the disposition of which would be applicable to other Employees similarly affected.

In the event of a representative grievance, the Union shall supply the names of all Employees who are similarly situated.

14. The Union may withdraw a grievance without prejudice at any step up to and including the eighth step, when applicable. However, a grievance once withdrawn may not be reinstated.

15. A grievance must be processed through each procedural step set forth in this agreement, except in those cases involving discipline and discharge in which the Union may elect to appeal either to the Civil Service Commission under Step 7 or arbitration under Step 8 of this Grievance Procedure. If response to a grievance is not within the authority of the immediate supervisor, the supervisor should note that fact, sign the disposition form and forward to the next step. Such forwarding is without prejudice to the City's position.

8. COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the Employee would otherwise have earned at his regular rate.

9. DISCIPLINARY PROCEDURE

A. Reprimands. An Employee may, if he so desires, request the application of the Grievance Procedure for the purpose of reviewing oral or written reprimands. Oral or written reprimands shall be removed from an Employee's records on the second anniversary of their issuance. The foregoing provision for the removal of reprimands shall not apply to any other form of disciplinary action.

B. For the information of Employees covered under this Agreement, the portion of the Rules and Regulations of the Civil Service Commission which pertains to notice of disciplinary action is as follows:

"Section 26.4 Notice of Disciplinary Action. In the case of any suspension, demotion, or removal, the regular order in writing from the Appointing Authority, together with the extent of the disciplinary action and the reasons therefore, shall be filed with the Commission immediately and a copy thereof shall be either given personally or by registered mail to the last known address of the affected Employee."

C. PROBATIONARY EMPLOYEES: Discipline or discharge of an employee during the employee's probationary period, whether initial or as extended, as set forth in the Civil Service Rules, shall not be subject to the grievance procedure or appeal to the Civil Service Commission.

10. PROMOTIONS

A. All promotions below the Classification of Assistant Fire Chief, except for promotions to the position of Training Coordinator, shall be in accordance with the provisions of the Charter of the City of Livonia, Chapter V, Section 16, subsection (h) of the Charter of the City of Livonia which provides as follows with respect to the seniority system:

“(h) Status of Employee Upon Adoption of Charter. All persons in the employ of the City or the Township of Livonia in the classified service at the time this Charter shall become effective shall be deemed to have regular status and shall hold their positions without examination. All persons entering the classified service after the adoption of this Charter shall obtain their positions through examinations. All persons in the classified service who are promoted hereafter shall obtain their new positions through examination; except that in the case of the employees of the Fire Department, such promotions shall be made in accordance to the Seniority System, a system whereby all employees are placed in groups of ten in a certain classification depending upon seniority and length of service, and all promotions to a higher classification are first given to the employees in the next lower classification.”

B. Effective upon the execution of the 2005-2008 Collective Bargaining Agreement, the Block System shall no longer be applicable to the LFFU bargaining unit in the form it was adopted on October 15, 1963, by the Civil Service Commission, Director of Public Safety, Fire Chief, Livonia Fire Fighters Association. In its place, based on modifications to the Block System during recent negotiations, the following shall apply:

1. Procedure to Establish Seniority:

Seniority of each individual is to be based on his length of time in service except in the case of where more than one man has been hired on the same day or within a 7-day period and in this case seniority will be determined by their relative scores on the Civil Service examination. If the scores are identical, then the matter will be determined by the date of the individual's application on file with the Civil Service Commission's Rules and Regulations. This is then in accordance with Rule 15 of the Civil Service Commission's Rules and Regulations.

2. The Seniority System:

All bargaining unit members in the Fire Department shall be ranked according to their order of seniority.

3. Promotions:

A. All promotions must be made from the next most senior person on the Seniority List. The top senior bargaining unit member will receive the promotion unless he is by-passed in accordance with paragraph 4 of this provision. A bargaining unit member may waive his right to promotion by a letter being addressed to the Civil Service Commission, however, any waiver being given by the top bargaining unit member shall not prejudice his rights to the next promotion.

B. Promotion after bypass: In the event a previously bypassed individual is promoted, they will assume the position on the Seniority list below those promoted ahead of that person. The employee will not return to the position on the seniority list they held before being bypassed. The employee will assume the next available position.

4. By-Pass Clause:

The by-pass proviso as mentioned in paragraph 3 specifically means that in the event the Chief of the Department does not desire to recommend a bargaining unit member for promotion or classification change due to his lacking certain requirements or experience, then he may by-pass this member. In order to affect a by-pass, he must explain his actions in writing to the Civil Service Commission and the individual affected thereby. The by-passed employee may elect to appeal to the Civil Service Commission or through Article 7, Grievance Procedure, provided, further, that there shall be no appeal from the Civil Service Commission to arbitration or from arbitration to the Civil Service Commission.

5. Demotions:

Any demotions shall be in accordance with Rule 26 of the Civil Service Commission Rules and Regulations. The Fire Chief shall indicate by an order in writing the classification to which the man is to be demoted and the period of time during which he cannot be promoted.

6. Denial of Permanent Appointment:

All men who are promoted to a higher classification shall remain on probation for a period of one year and, in the event they are not permanently appointed, then they shall return to their prior spot on the Seniority List.

7. Bureau or Division Change:

In the event any new divisions are created, the Civil Service Commission will establish the required classifications and pay rates in said division. All transfers or promotions into a new or established division will be made by Fire Department seniority. Upon transferring or being promoted to a new division, the bargaining unit member's classification will be changed to that as established by the Civil Service Commission. A bargaining unit member who elects to accept a transfer or promotion will be placed in and commence accumulating seniority in the new division. The man will remain in probation for a period of one year. In the event he is not permanently appointed, he shall return to his spot on the Seniority List and the time spent on probation will be credited. All promotions in a division will be made from within the division in accordance with #3 Promotions. In the event he is transferred back by his own request after completion of probationary period to his original division, he will accrue his seniority as of the date of his original transfer and will lose seniority for this period while he has remained in the new division.

8. Specialized Classifications:

For the purpose of administering the Seniority System, there are presently two specialized classifications, namely Fire Apparatus Mechanic and Fire Engineer. Promotions to these specialized classifications of Fire Apparatus Mechanic and Fire Engineer would be from the

position of Fire Fighter as determined by seniority. Although promoted to these specialized classifications, employees would continue in the in the classification of Fire Fighter.

9. Promotion to the Classification of Assistant Fire Chief:

Paragraphs 1 - 8 above notwithstanding, the following procedure will be used to fill vacancies in the classification of Assistant Fire Chief:

(A) The City will administer a written qualifying examination for the position of Assistant Fire Chief.

(B) Only employees in the classifications of Senior Captain, Fire Marshal, Training Officer and Battalion Chief will be eligible to compete in the examination for promotion.

(C) The employee with the greatest departmental seniority who passes the qualifying examination with a score of 70% or better will be promoted to fill the position. This provision in no way negates the By-Pass Procedure as found in Paragraph 4 above.

(D) The employee promoted must be familiar with the total operation of the Livonia Fire Department.

(E) The classification of Assistant Fire Chief will be outside of the Union Local 1164 Bargaining Unit. Should an employee in the classification of Assistant Fire Chief be removed from that classification for any reason other than promotion, retirement or discharge, he shall return to the position in the bargaining unit from which he was promoted without penalty or prejudice of any kind, and shall once again be subject to the provisions of Article 4 Union Security of this Agreement.

10. The City reserves the right to conduct open-competitive examinations to fill vacancies in the classification of Fire Chief.

11. The City will train all members of the bargaining unit to the level of their responsibility including any level that they may assume on an acting basis. To this end, the City shall provide the following minimum levels of training, as prescribed by the Office of Firefighting Training or its predecessor, Michigan Fire Fighters Training Council, or otherwise accepted nationally recognized organization:

Rank	Minimum Level
Engineer	Fire Officer I
Lieutenant	Fire Officer I, II

Captain, Senior Captain,
and Battalion Chief

Fire Officer I, II, III

Successful completion of the foregoing minimum levels of training for each rank is a requirement for promotion to that rank. An employee who has not attained the minimum level of training for a rank may be bypassed for a promotion to that rank.

Training referenced therein may be provided in-house or in courses off the City premises at the discretion of the City. Such training will be paid for by the City, including any time spent in courses for the first course only. However, the City may give consideration, in its sole discretion, to extenuating circumstances.

11. LAYOFFS

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).

12. PERSONAL BUSINESS

All fifty-six (56) hour Employees shall be allowed time for the conducting of personal business without loss of pay or deduction from sick leave, such time not to exceed twenty-four (24) hours in any calendar year. All forty (40) hour Employees shall be allowed time for the conducting of personal business without loss of pay or deduction from sick leave, such time not to exceed sixteen (16) hours in any calendar year. Requests and approval for Personal Business time shall not be for less than one (1) hour. Such time can be taken at any time subject to the operational needs of the department. Such requests shall be made in advance and in writing. The Employee shall not be required to describe the nature of his Personal Business in requesting time off.

13. HOLIDAYS

A. The paid holidays are designated as New Year's Day, President's Day, Memorial Day (last Monday in May), fourth of July, Labor Day, 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 the President of the United States; City Election refers to the regular City Election for the Mayor or members of the City Council of the City of Livonia). For forty (40) hour employees, if Christmas or New Year's Day falls on a Sunday, Christmas Eve or New Year's Eve will be observed on Friday; if either day falls on Saturday, Christmas Eve or New Year's Eve will be observed on Thursday.

B. Employees 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 30th with the total amount of holiday pay based on the number of holidays times 1/10 of the Employee's bi-weekly pay rate.

14. OVERTIME

A. An Employee on a fifty-six (56) hour duty work week who is required to work, or is otherwise held over beyond his regular tour of duty of twenty-four (24) hours for a given duty day shall be paid in cash for overtime at a time and a-half rate. For the purposes of computing compensatory time or the time for determining payment of time-and-a-half, the following schedule will apply for fractions of an hour. This shall also be applicable where more than one (1) hour is worked.

(1)	1 minutes up to 14 minutes	=	15 minutes
(2)	15 minutes up to 29 minutes	=	30 minutes
(3)	30 minutes up to 44 minutes	=	45 minutes
(4)	45 minutes up to 60 minutes	=	60 minutes

B. An Employee on a fifty-six (56) hour duty week who is called back to duty shall be paid in cash at a straight-time rate for actual time on duty plus four (4) hours provided that in no case shall the effective overtime rate be at less than time-and-a-half. The hourly rate shall be computed on the basis of fifty-six (56) duty hours a week. Such call-in payments shall not apply to Employees who work Kelly days as a result of trading Kelly days with other Employees.

C. An Employee who is normally assigned a forty (40) hour week and is required to work beyond eight (8) hours in one day or forty (40) hours in one week shall be compensated for overtime at a time-and-a-half rate, based on the hourly rate for a forty (40) hour week.

D. An Employee who is normally assigned a forty (40) hour week and is called back to duty shall be compensated at a straight-time rate for actual time at work plus four (4) hours provided that in no case shall the effective overtime rate be at less than time-and-a-half. The hourly rate shall be computed on the basis of a forty (40) hour week.

E. For Employees who are normally assigned a forty (40) hour week, 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, at the request of the Employee. Compensatory time may be accumulated up to a maximum of fifty (50) hours. If it is not possible, because of operating needs of the Fire Division, to take compensatory time, Employees may be paid in cash for any excess over fifty (50) hours.

F. Upon an Employee's retirement or separation from service, his accumulated compensatory time shall be paid to him at a straight time rate, or to his dependents if designated, or his estate in case of death.

G. i. Employees required by the City to attend off duty type activities, relating to department business will be paid at time-and-one-half based upon the appropriate hourly rate for all hours worked.

ii. Employees voluntarily attending training which is not required by the City, may request reimbursement for the cost of tuition or registration fees for such training or for other reasonable expenses associated with the training, prior to the actual training, through a written request to the Chief of the Department. The Chief, in his sole discretion, may determine to reimburse the employee for the cost of tuition or registration fees for the training or for other reasonable expenses associated with the training submitted in accordance with Department policy. The determination that the City will reimburse the employee must be in writing and signed by the Chief. Employees attending such voluntary training will not be paid wages for time spent, except that at the discretion of the Department, and manpower permitting, the employee may be released from his duty assignment for a given period of time to attend. The City reserves the right to deny any request for reimbursement of tuition or registration fees for any voluntary training or for other reasonable expenses associated with the training which the City does not require the employee to attend.

H. OVERTIME COMPENSATION PURSUANT TO PUBLIC ACT 604 OF 1978:

Pursuant to Public Act 604 of 1978, a 56-hour Employee shall receive an additional hour of pay at the regular straight-time rate for every scheduled hour worked in excess of 216 hours in each 28-day cycle of an 84-day period. Anything to the contrary notwithstanding, the overtime payments of this provision shall not apply to the following:

1. An Employee on a fifty-six (56) hour duty week who is required to work, or is otherwise held over, beyond the regular tour of duty of twenty-four (24) hours. In such case, Paragraph A of this Section shall apply.
2. An Employee on a fifty-six (56) hour duty week who is called back to duty. In such case, Paragraph B of this Section shall apply.
3. An Employee on a fifty-six (56) hour duty week who has pre-scheduled Emergency Medical Technician classroom training on off-duty time. In such case, Paragraph G of this Section shall apply.
4. An Employee on a fifty-six (56) hour duty week who is called upon to testify as a witness in any judicial proceeding in his or her official capacity as an Employee of the City with the Fire Division of the Department of Public Safety on a day on which he is not on duty. In such case, Paragraph I of this Section shall apply.
5. An Employee on a fifty-six (56) hour duty week who is not on duty because of vacation days, personal sick leave, family illness leave, personal business days, personal emergency leave, or any other time not worked.
6. Kelly Day trades, i.e., Kelly Day trades will be treated as if the trades did not occur.
7. An employee attending non-hazardous duty type activities related to Department business. In such a case, Paragraph G of this Section shall apply.

Duty-related time except as outlined above shall be credited and shall include:

1. Duty-related injury or illness.
2. Bereavement leave for spouse, children, step-children, mother, father.
3. Other duty-related time as assigned which is not covered by one (1) to six (6) above. This shall include time of duly-elected Union officers while conducting Union business while on duty and within the City limits and available for firefighting.

Should the foregoing provision relative to duty-related time adversely affect reimbursement from the State of Michigan then these provisions shall be subject to immediate negotiations between the parties.

I. In the event an Employee is called upon to testify as a witness in any judicial proceeding in his official capacity as an Employee of the City with the Fire Division of the Department of Public Safety on a day on which he is not on duty, he shall be paid in cash for a minimum of four (4) hours pay or at time-and-a-half for all hours worked, whichever is greater, provided, further:

1. When an Employee is called to testify in the Livonia 16th District Court, he shall be paid in cash for a minimum of three (3) hours pay or at time-and-a-half for all hours worked, whichever is greater.

2. The hourly rate shall be computed on the basis of a forty (40) hour duty week.

3. This provision shall not apply to any section or proceeding which comes under the general category of a labor and/or grievance dispute.

4. An Employee who serves on jury duty or is required to appear in court on a subpoena (except where the Employee has an interest in the case) will be paid his regular pay.

5. Jury duty and duty while appearing on a subpoena during a regular workday may be considered as time worked.

J. For the purpose of computing compensatory time or the time for determining payment of time-and-a-half for A, B, C, D and E above, the schedule in Section 14.A. shall apply.

K. The Employer will attempt to equalize overtime within ranks in the Fire Division. Overtime hours will be posted quarterly at the various stations. An updated monthly list of overtime hours will be posted for all members at the station or made available on the overtime scheduling software. The list shall continue to remain in effect from contract to contract not from calendar year to calendar year.

15. VACATIONS

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

A. The following vacation schedule shall apply to all classifications except as noted in subsection B below:

1. Nine (9) 24-hour duty days off per year up to the completion of five (5) years of continuous service.
2. Ten (10) 24-hour duty days off per year upon the completion of five (5) years of continuous service and up to the completion of ten (10) years of continuous service.
3. Eleven (11) 24-hour duty days off per year upon the completion of ten (10) years of continuous service.
4. Twelve (12) 24-hour duty days off per year upon the completion of fifteen (15) years of service.
5. Thirteen (13) 24-hour duty days off per year upon the completion of twenty (20) years of service.
6. Kelly days shall not be taken out of the vacation bank in computing vacation days.

B. For the classifications of Fire Prevention Inspector, Senior Fire Prevention Inspector, Fire Marshal, and other Employees of the Fire Division regularly assigned to a 40 hour work week, the following vacation schedule shall apply:

1. Twenty (20) working days each per year up to the completion of five (5) years of continuous service.
2. 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 twenty (20) working days to provide twenty-two (22) working days off.
3. Upon completion of ten (10) years of service, four (4) additional days to provide twenty-four (24) working days off.
4. Upon the completion of fifteen (15) years of service, five (5) additional days to provide twenty-five (25) working days off.
5. Upon the completion of twenty (20) years of service, seven (7) additional days to provide twenty-seven (27) working days off.

Agreement between the City of Livonia
and the Livonia Fire Fighters Union
December 1, 2008 - November 30, 2012

C. 1. Scheduling of vacation days will be divided into winter picks and summer picks. Winter months will include January, February, March, October, November and December. Summer months will include April, May, June, July, August and September.

2. Vacation days will be chosen in order by station seniority. Winter picks will begin with the station commander on November 1st. Winter picks will be submitted by December 15th. Summer picks will begin with the station commander on Dec. 1st. Summer picks will be submitted by Jan. 15th. (Intent: employee will pick their winter picks at the station they are assigned to as of Nov. 1st. Employee will pick their summer picks and 3rd picks at the station they are assigned to as of Dec. 1st.)

3. All members will be notified by the station officer, first verbally, of the time that you must select your days. The station officer will also send an email notifying the employee that it is their turn to select their vacation picks and the deadline. Each member, upon notification, will have 4 calendar days to select your days. If you are unable to personally select your days, you can fill them by proxy. (Intent: another individual. ex: co-worker, spouse, etc ...) The station officer will also make an attempt to remind the employee either in person, via phone and message, or an email stating that the employee has until the end of the shift to select their vacation days before they are skipped.

4. If a member cannot request his/her vacation requests in the allotted 4 calendar days by any means, that member will be skipped for that pick only. The next pick will start the process of notification as normal and each member will be allotted the same 4 calendar days for each pick afterwards. The person who was skipped may select vacation days between the time they were skipped and their next pick. They cannot select vacation days that someone has already chosen.

5. The total of the first 2 vacation picks, winter and summer, will not exceed 10 vacation days. The maximum days for winter picks are 6 consecutive (24 hour shifts) days. The maximum days for summer picks are 6 consecutive (24 hr shifts).

6. First and second vacation picks, for either winter or summer, can be in any combination of 6 days or less. (Intent: 6 winter leaving 4 for summer, 5 winter leaving 5 for summer, and 4 winter leaving 6 for summer).

7. After first and second vacation picks are complete in the station, the station officer will notify all members with vacation time available, by station seniority, to select a third pick. The third pick will be a one time selection not to exceed 2 consecutive (24 hr shifts) to be used in either winter or summer months.

8. All vacation days regardless of pick or month, if consecutive, must be a full 24 hr shift. Any partial vacation day will nullify status of being consecutive. (Intent: partial vacation days will nullify the remainder of consecutive vacation requests of that pick.

9. After completing all vacation selections for all members, the schedule will be posted for all members to see on the network, telestaff or the station bulletin boards.

10. For the classifications of Fire Marshal, Senior Fire Prevention Inspector and Fire Prevention Inspector, division of days between Summer and Winter vacations shall be fifteen (15) for Summer and five (5) for the Winter, with scheduling of additional vacation days at the discretion of the department.

D. Vacation periods shall be scheduled at the convenience of the department, with due consideration to the Employee. Scheduling of vacations shall be by stations with senior Employees receiving preference for available vacation periods. Vacations may be taken in increments of one (1) hour or more, and such approval will follow the same guidelines as a request for personal business. When twenty-two (22) personnel are on duty, a maximum of one (1) vacation hour may be requested at a time. Twenty-four (24) hour vacation day requests shall take precedence over vacation day requests of less than twenty-four (24) hours.

E. Upon separation from service, an Employee shall be paid for his earned vacation. In the event of death, the Employee's beneficiary, if designated, or his estate shall be paid the vacation pay.

F. Employees who are within three (3) years of retirement (except deferred retirement), who declare their intention in writing to the Fire Chief, will be permitted to accrue vacation days in excess of the maximum annual carry-over limit.

G. Employees may select random vacation days upon agreement with the Fire Chief or his designee; provided, however, that the date selected will not be guaranteed and may be revoked any time up to fourteen (14) days before the vacation day is to be taken at the Fire Chief's or his designee's discretion.

Employees may accumulate their vacation days not to exceed eighteen (18) twenty-four (24) hour days for fire suppression employees. Vacation days accrued in excess of eighteen (18) days will be deemed lost; provided, however, that bonus vacation days earned by an employee for not taking more than fifty-six (56) hours of sick leave in a year and vacation days earned on June 1st or later of each calendar year by virtue of years of service shall not be deemed lost.

i. Fifty-six (56) hour employees 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 twenty-eight (28) twenty-four (24) hour days. At the time of retirement, fire fighters will be paid only up to the limits of twenty-eight (28) twenty-four (24) hour days for cash payout purposes and for figuring average final compensation. The foregoing limitations shall not apply to the one (1) bonus vacation day earned in a calendar year by reason of not using sick leave. Bonus days paid at retirement may include days earned in the three (3) calendar years prior to retirement if not utilized and if the fire fighter completes the calendar year in the year he retires. In no event shall the fire fighter receive more than thirty-one (31) twenty-four (24) days for cash payout purposes and for figuring final average compensation.

ii. Forty-hour (40) employees 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, fire fighters will be paid only up to the limits of fifty-nine (59) eight (8) hour days for cash payout purposes and for figuring average final compensation. The foregoing limitations 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 days earned in the three (3) calendar years prior to retirement if not utilized and if the fire fighter completes the calendar year in the year he retires. In no event shall the fire fighter receive more than sixty-eight (68) eight (8) hour days for cash payout purposes and for figuring final average compensation.

16. SICK LEAVE

A. All regular full-time Employees on a fifty-six (56) hour duty week shall accumulate sick leave at the rate of eighteen (18) hours for each completed month of service with unlimited accumulation. All regular full-time Employees on a forty (40) hour week 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 in the event of: (a) termination of active employment for any reason after ten years of service; (b) duty disability retirement to any employee (regardless of years of service); (c) in the case of death it will be paid to the Employee's beneficiary or estate, subject to the maximum accumulation provided, based upon the Employee's rate of pay and rate of accumulation at time of termination.

Payment will be made in the following manner:

1. Twenty-four (24) hour Employees may accumulate sick leave to a maximum of 135 twenty-four hour duty days for payout purposes, except for employees hired on or after December 1, 1983, the maximum for payout purposes is 50 twenty-four hour duty days. Payment will be made based upon 60% of hourly rate at time of termination.

2. Forty (40) hour employees may accumulate sick leave to a maximum of 289 eight hour days for payout purposes, except for Employees hired on or after December 1, 1983, the maximum for payout purposes is 107 eight hour days. Payment will be made based upon 60% of hourly rate at time of termination.

3. Employees may continue to accumulate sick leave days beyond the applicable cap, however, these days shall not be considered for payout purposes specified herein.

B. Serious illness of spouse or child shall warrant use of sick leave by the Employee, after arrangements have been made with his immediate supervisor, provided that this is restricted to eight (8) working days in a calendar year for Employees on a forty (40) hour week. For Employees on a fifty-six (56) hour duty week, the limit is four (4) 24-hour duty days in a calendar year.

C. Sick leave usage will be figured on a last in/first out basis.

D. 1. Employees normally assigned to a forty (40) hour work week who do not use more than five (5) days of their sick leave banks during the preceding calendar year shall have three (3) additional vacation leave days added to their vacation banks and one (1) sick leave day added to their sick leave bank for the following calendar year.

Employees normally assigned to a fifty-six (56) hour work week who do not use more than fifty-six (56) hours of their sick leave banks during the preceding calendar year shall have one (1) additional twenty-four (24) hour vacation day added to their vacation banks and eight (8) hours sick leave time added to their sick leave bank for the following calendar year.

17. CONVERTING LEAVE BANKS UPON DIVISION TRANSFER

Employees that transfer from the fire suppression division to another division, or from any other division to fire suppression shall have their leave banks converted using the following formula:

A. Transfer from fire suppression to another division:

$$\frac{\text{Employees bank hours} \times 40}{\text{Fire suppression work week hours}}$$

B. Transfer from another division to fire suppression:

$$\frac{\text{Employees bank} \times \text{Fire suppression work week hrs.}}{40}$$

18. BEREAVEMENT LEAVE

A. An Employee on a fifty-six (56) hour duty week shall be allowed up to three (3) 24-hour duty days as bereavement leave days not to be deducted from sick leave in the event of death of the spouse, children or step-children. An Employee shall be allowed, as necessary, up to two (2) 24-hour duty days as bereavement leave days not to be deducted from sick leave for a death in the immediate family, subject to approval by the department or division head. Immediate family is defined as follows: Mother, Father, Sister, Step-Mother, Step-Father, 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, as necessary, one (1) 24-hour duty day as bereavement leave in accordance with the foregoing provisions for death of Grandparents of the Employee's spouse. An Employee shall be allowed eight (8) hours bereavement leave per calendar year for the death of a close personal friend.

B. An Employee on a forty (40) hour week shall be allowed up to five (5) working days as bereavement leave days not to be deducted from sick leave in the event of death of the spouse, children or step-children. An Employee shall be allowed up to four (4) working days as

bereavement leave days not to be deducted from sick leave for a death in the immediate family, subject to approval by the Fire Chief or his designee. Immediate family is defined as follows: Mother, Father, Sister, Step-Mother, Step-Father, 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 on a forty (40) hour work week 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. An Employee shall be allowed eight (8) hours bereavement leave per calendar year for the death of a close personal friend.

19. SCHEDULE OF HOURS

A. Duty hours of Employees in the Fire Fighting Division shall be in accordance with Chapter V, Section 16, subsection (b) (2) of the City Charter which reads as follows relative to duty hours and scheduling:

“(b) (2) ... the work week of the uniformed members of the Fire Fighting Division of the Fire Department shall include a leave of absence for each member of one day of 24-hours off-duty in every 48 hours and an additional 24 consecutive hours off-duty in each six day period (said additional consecutive hours to be joined with proximate regular leave days so as to afford a leave period of 72 consecutive hours).”

B. For Employees in the Fire Prevention Bureau, the regular and normal work week shall consist of a five-day, 40-hour week, extending from Monday through Friday inclusive, with a maximum of eight (8) hours in any one day and a maximum of forty (40) hours in any one week.

C. Radio watch shall terminate at 11:00 P.M.

20. BUDDY RELIEF SYSTEM

Unit changes shall be made daily at 8:00 A.M.

A. Members shall be allowed one hour after 8:00 A.M. to report for duty at their assigned station without penalty, provided a member from the opposite unit of comparable rank or grade is willing to remain on duty until his arrival. The station commander shall be immediately notified of any delay in relief, and also when the relief is finally made. Any member who fails to report by 9:00 A.M. shall be subject to the existing tardiness rule, unless the Shift Commander has been contacted and proper arrangements have been made.

B. The Station Commander shall supervise the unit change procedure and be responsible for its proper operation. Under the supervision of the Station Commander, members may be released from duty at 7:00 A.M., provided, that such members relief is ready for duty. In addition, members may be allowed up to a maximum of 8 hours off with a relief and approval of the Station Commander. If any additional time off is needed, it must be requested through the Shift Commander.

C. If circumstances allow, officers shall relieve officers; engineers and/or drivers shall relieve engineers and/or drivers; pipemen shall relieve pipemen. If the officer in charge at the station shall authorize it, senior men in the next lower classification may relieve a member in the next higher rank. Members in a higher classification shall not be permitted to relieve a member in a lower classification unless the individual in the lower classification shall be qualified, as determined by the Station Commander, to assume the responsibility of the higher classification and return the time involved.

D. Repayment of any relief time shall be the sole responsibility of the members involved in the relief.

E. Shift Commanders are authorized to remedy any abuse of this procedure with the right to deprive members of any and all privileges granted herein.

21. TEMPORARY ASSIGNMENTS

A. In those cases where temporary assignments are made by the Fire Chief for the purpose of filling a vacancy, such assignments shall be made to the senior Employee who meets the requirements for such jobs. All bargaining unit employees assigned to perform work of a higher classification shall be paid the minimum rate of the higher classification or one step above his current rate, whichever is greater, retroactive to the first hour worked, provided the total hours worked in the higher classification are in excess of:

1. 8 hours per workday for 56 hour Employees.

2. 4 hours per workday for 40 hour Employees.

3. The Employee shall continue to receive the higher rate for all hours worked in the higher classification until he is returned to his regular classification.

This shall be applicable to the following classifications:

1. Firefighter to Assistant Driver (Assistant Drivers are Firefighters who are regularly assigned to drive in the place of Fire Engineers because of time off).

2. Fire Engineer to Fire Lieutenant.

3. Fire Captain to Senior Captain.

4. Fire Prevention Inspector to Senior Fire Prevention Inspector.

5. Senior Fire Prevention Inspector to Fire Marshal.

It is understood that the Fire Chief will make temporary assignments on the basis of shift seniority whenever the assignment can be prescheduled at the time the monthly work schedule is prepared. In unpredicted situations, the Fire Chief may utilize senior Employees at the station level for temporary assignments.

B. In the event a vacancy occurs by reason of a serious illness or injury it is understood that the Fire Chief, whenever possible, intends to make a temporary assignment to the position, provided, however, where an additional appropriation is necessary to make such temporary assignment, the approval of the Mayor and Council shall be necessary.

C. In the event that a detail or a temporary assignment to a higher classification is needed to fill a vacancy, it will be filled by the senior employee on duty who is not already performing at or above the level of the vacancy.

22. TRANSFERS

Where possible, Employees shall be given at least ten (10) calendar days notice in the event of transfer. In the event of a transfer, due consideration must be given to seniority in making such transfers. In the event an Employee is denied such transfer, the Employee may request the reason or reasons for such denial.

23. KELLY DAY TRADES

A. Employees shall have the right to trade Kelly Days as follows:

1. Station Commanders may authorize Kelly Day Trades within a station between:
 - a. Employees of the same rank
 - b. Captains and Lieutenants
 - c. Engineers and Assistant Drivers
2. In the event the station commander denies a request for a Trade, he shall be required to forward the request through the chain of Command for review and consideration.
3. Shift Commanders may authorize Kelly Day Trades as follows:
 - a. Between Stations.
 - b. Between Employees of different ranks (between or within stations). Kelly changes with the officers classification and the Firefighter classification will be permitted only when proper supervisory personnel is available.
 - c. Employee with himself. An employee may trade a Kelly Day with himself subject to the following provisions:

Both days must be mutually agreed to between the Fire Chief or his designee and Employee. Each trade must be worked and/or taken off within a ninety (90) day period.

Day must be physically worked by employee to satisfy payback requirement. If, for any reason, employee is unable to work payback day, and an alternate day cannot be mutually agreed to, employer shall assign payback day.

This provision is subject to the same manpower guidelines that govern random vacation days.

At no time will more than a total of three days be owed either the employee or the City as a result of administrative Kelly Day trades.

In the event that administrative Kelly Days result in an obligation of the City, pursuant to the Fair Labor Standards Act or the Michigan Minimum Wage Law of 1964, or regulations thereon, to pay overtime, the Union will indemnify the City by reimbursing the City the amount it has paid or must pay in overtime.

4. The Chief of the Department may authorize Kelly Day Trades between Senior Captains and Battalion Chiefs or between Battalion Chiefs.

5. All requests for Kelly Day Trades will be transmitted through the proper Chain of Command on the forms provided for this purpose. Requests will be submitted no later than ten (10) calendar days prior to the change. This ten (10) day requirement may be waived at the discretion of the Shift Commander.

6. The provisions of Section 20 of the Agreement shall not apply to Kelly Day Trades under this provision.

7. In the event an Employee's right to trade Kelly Days is denied, he shall have the right to invoke the grievance procedure as provided herein to review whether said denial was arbitrary and unreasonable.

B. To the extent possible, subject to the operating needs of the Fire Division, Employees shall not be required to work Kelly Days.

24. HOSPITALIZATION - MEDICAL COVERAGE

A. 1. The Employer agrees to pay the full premium for hospitalization-medical coverage for regular full-time Employees, spouses, and dependent children under 19 years of age. The healthcare plan to be provided shall be the Community Blue PPO Option 2, with annual deductibles of \$100.00 per member, \$200.00 per family in-network waived if services provided in a PPO's physician's office; maximum annual percent co-pay of \$500.00 per member, \$1,000.00 per family. Effective December 1, 2010, the maximum annual co-pay should be increased to \$750.00 per member and \$1,250.00 per family. The plan shall include a \$10.00

Agreement between the City of Livonia
and the Livonia Fire Fighters Union
December 1, 2008 - November 30, 2012

office visit co-pay and a \$25.00 emergency room co-pay, waived if admitted to the hospital. Effective December 1, 2009, the emergency room co-pay shall be increased to \$50.00 and effective December 1, 2010, the office visit co-pay shall be \$20.00. 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. Effective December 1, 2010, the RX deductible drug prescription rider shall be a \$10 co-pay for generic drugs, a \$25 co-pay for formulary brand name drugs and a \$40 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."

2. Effective December 1, 2009, employees agree to contribute the following amounts per month for health care costs.

Single Coverage:	\$30
Two-Person Coverage:	\$35
Family Coverage:	\$40

Employees hired prior to April 29, 2009 shall not pay these contribution rates upon retirement.

3. Subject to the provisions of Article 31.II.B.2., employees who retire on or after December 1, 2005, below the age of 65, shall be eligible to participate in the hospitalization medical program as defined above, including the RX deductible drug prescription rider with 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 entire cost of the program will be borne by the City and shall include the retiree, spouse, and dependent children under 19 years of age. In the event of death of the retiree, this coverage shall continue for the surviving spouse until age 65, at which time coverage in paragraph D shall become effective. The plan shall include a \$10.00 office visit co-pay and an emergency room charge of \$25.00 which will be waived if admitted to the hospital.

4. Employees below the age of 65, who retire on or after December 1, 2009, but prior to December 1, 2010, shall have the same health care benefits as provided to retirees in Section A.3., above, except that the emergency room co-pay shall be \$50.00.

5. Employees below the age of 65, who retire on or after December 1, 2010, shall have the same health care benefits provided to retirees in Section A.4., above, except that the office visit co-pay shall be \$20.00, the RX drug prescription co-pay shall be \$10.00 for generic drugs, \$25.00 for formulary brand name drugs and \$40.00 for non-formulary brand name drugs, and the maximum annual percent co-pay shall be \$750.00 per member and \$1,250.00 per family.

6. Employees hired on or after April 29, 2009 shall have the same health care benefits as active employees upon retirement, and shall pay all premium sharing as provided in Section A.2., above.

7. For the purposes of this Article, only the spouse of record at the time of retirement shall be eligible for medical benefits or survivor medical benefits, provided that if the spouse at

Agreement between the City of Livonia
and the Livonia Fire Fighters Union
December 1, 2008 - November 30, 2012

the time of retirement dies while still married to the retiree, one additional spouse shall be entitled to insurance pursuant to this provision. Spouses not eligible under this provision may elect to be covered at the full expense of the retiree, based on the rates in effect.

8. For employees who retire prior to December 1, 2005 the retiree health care benefits are as set forth in 2002 – 2005 CBA.

B. The City, at its option, may offer Health Maintenance Organizations (HMOs) at City cost in lieu of the hospitalization-medical insurance provided herein, as currently provided, except as changed by the provisions of this paragraph. If an employee or retiree who retired after December 1, 2002 accepts the option of a provided Health Maintenance Organization (HMO), it will be deemed that the City has fulfilled its obligation under this section and paragraphs A above & C hereunder for hospitalization-medical coverage and the specific benefits therein provided. Once an employee has selected an offered hospitalization-medical coverage option, no change can be made until the next reopening date. All employees and their families, as well as retirees who retired after December 1, 2005, so covered in a Health Maintenance Organization, shall pay a \$10.00 co-pay for generic drugs, a \$20.00 co-pay for brand name drugs and a \$30.00 co-pay for non-formulary brand drugs. Effective December 1, 2010, the prescription co-pays shall be increased to \$10 for generic drugs, \$25 for formulary brand name drugs and \$40 for non-formulary brand name drugs. The prescription is to be filled by the generic drug unless the physician directs the prescription to be "dispensed as written" and shall include the retiree, spouse, and dependent children under 19 years of age. In the event of death of the retiree, this coverage shall continue for the surviving spouse until age 65, at which time coverage in paragraph D shall become effective. The plan shall include a \$10.00 office visit co-pay and an emergency room charge of \$25.00 which will be waived if admitted to the hospital. Effective December 1, 2009, the emergency room charge shall be increased to \$50.00, and effective December 1, 2010, the office visit co-pay shall be \$20.00.

C. The Employer agrees to pay the same amount of the employee's premium, as would be paid for a non-disabled retiree for the coverage provided under A and B above and I and J below for Employees receiving a disability pension under the provisions of the Retirement Plan Ordinance, as amended.

D. The Employer agrees to pay the full premium for M-65 coverage provided by Blue Cross/Blue Shield for each retiree and spouse as each attains age 65, it being understood that they each must have been enrolled with Blue Cross/Blue Shield to be eligible for this coverage at age 65. In the event of death of the retiree, this coverage shall continue for the surviving spouse if the surviving spouse is eligible for retirement benefits under option (a) or (b) of the Defined Benefit Retirement Plan Ordinance or if the retiree was a member of the Defined Contribution Retirement Plan.

E. 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 his/her eligibility for the alternate coverage. If the employee returns to the City's coverage under the conditions just stated, the employee shall pay back pro rata the said \$1,000 payment provided herein. The \$1,000 will be paid for each enrollment year that the employee elects to opt out under this provision.

2. If, in any year of this Agreement, the number of bargaining unit members electing to opt-out pursuant to this provision is greater than the number of employees who elected to opt-out during the 1999-2000 fiscal year by a number equal to or greater than the number of bargaining unit members who elected to opt-out during the 1999-2000 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 \$1,000.00 to \$3,000.00 for that particular year only.

For example, if there were no members who opted out in the 1999-2000 fiscal year, and there are 84 members of the bargaining unit on the day such opt-out decision must be made, there will have to be 0 (number of 1999-2000 opt-outs) + 8 (10% of 84) for a total of 8 opt-outs for the opt-out amount to be increased in that particular year.

Any employee shall have the right to revoke their declaration to opt-out within seven (7) days of the date of said declaration, 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.

F. 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.

G. 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.

H. 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

Agreement between the City of Livonia
and the Livonia Fire Fighters Union
December 1, 2008 - November 30, 2012

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.

I. The Employer will provide a group optical program for the Employee, spouse, and dependent children under 19 years of age as follows:

Once every two (2) years for each person - an eye examination by an optometrist and a pair of prescription eyeglasses, if needed. Coverage of the program includes basic frame selection and bi-focal selections of KRYPTOK or D.S. SEG, 22 mm. Should an eye examination for children under seven (7) 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, he shall make his election known to the City in writing. Said Employee shall then be entitled to reimbursement in an amount not to exceed \$21 per family per year. The present rate per Employee with respect to said group program is \$21 per year. In the event the City's contribution for each Employee in the above group optical program exceeds \$21 and the Employee chooses not to participate in said group optical program, he shall be entitled to reimbursement in an amount equal to the City's contribution rate per Employee per year.

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

1. For the contract year beginning December 1, 2008, the dental reimbursement maximum will be seven hundred dollars (\$700.00) per year.

Reimbursement shall be made as follows:

a. Requests for reimbursements provided herein shall be submitted as incurred. Under no circumstances will reimbursement be made for any requests submitted more than thirty (30) days after the fiscal year end.

b. Reimbursements shall be made by the Employer within thirty (30) days following the request for reimbursement.

2. Any unused portion of any employee's annual reimbursement allowance shall accumulate for utilization for a period of five (5) years.

3. Effective December 1, 2008, the City will provide, for each employee's family only, 50% of the fees for orthodontic services for the prevention and correction of poorly

positioned teeth for a lifetime maximum of \$1,500 per family, limited to the employee and spouse and dependents until the end of the year said dependents reach age 19, provided that at least \$500.00 of this amount must be for services rendered after December 1, 2008.

4. In cases where payment to a dentist creates an undue hardship, an Employee may apply to the Civil Service Department to have his dental benefit paid directly to his dentist. In cases of extreme hardship, Employees may apply to the Civil Service Department to utilize up to the appropriate annual maximum reimbursement. If an Employee receives an advance payment and subsequently terminates employment with the City for any reason, prior to the end of the contract year, a prorated 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.

5. 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.

6. Employees may request to receive an advance on the reimbursement to prepay for dental insurance. Should an employee prepay for dental insurance and subsequently terminate employment prior to the end of the year, the employee shall pay back a proportionate amount of the amount prepaid.

K. The Employer will provide a psychological services reimbursement program for full-time and regular Employees. Said program shall reimburse employees for 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 Association's designee to effectuate such a result.

L. During the terms of this Agreement, any Employee who requests Hepatitis "B" immunizations shall receive them in accordance with generally accepted medical practices. The City shall pay the cost of this benefit as provided by the designated City physician or clinic.

M. Retirees of the City who are entitled to health insurance shall be provided the HCB (hospice care benefit) and SOCT (specified oncology clinical trials) Riders, subject to the provision of Article 24 D.

25. INSURANCE COVERAGE

A. 1. The Employer agrees to pay the full costs of the premium for each full-time regular Employee for the program of life, accident and indemnity insurance in effect at the time of this Agreement, which provides life insurance, accidental death, dismemberment and loss of sight insurance and weekly sickness and accident benefits up to \$42 a week to a maximum of twelve (12) weeks.

2. The Employer agrees to provide an additional forty (40) weeks of weekly sickness and accident benefits at the rate of \$100 a week.

B. 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 (\$1,000.00) dollars in coverage.

C. In case of accidental death which occurs while on duty or off duty, double indemnity shall apply. In addition, double indemnity shall apply if an Employee suffers death in the performance of his duties.

D. If a regular Employee is laid off, the Employer shall continue to pay premiums for a period not to exceed sixty (60) days from the cessation of active employment.

26. ON DUTY INJURY

A. Each Employee will be covered by the applicable Workers' Compensation Laws, and the Employer further agrees that an Employee being eligible for Workers' Compensation will receive, in addition to his Workers' Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Workers' Compensation and his regular weekly income based on fifty-six (56) hours (in the case of Employees in Fire Prevention, forty (40) hours). Under no circumstances 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 would have received if he were not on worker's compensation. 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 by the City. Should the Employee not return to work by the specified date and time, any further time off shall be deducted from his sick leave bank. 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 it is considered 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 Section 7, Grievance Procedure.

B. The Fire Division shall maintain a list of hospitals to be agreed upon between the Union and the Fire Chief. Each employee shall designate a hospital from said list to which he will be sent for initial treatment only 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.

27. LIMITED DUTY

The Chief of the Department shall have the sole discretion as to the number of limited duty positions the Department may have at any particular time, or whether there are any limited duty positions. Likewise, employees whose limited duty status comes about because of a duty related injury shall have preference for the available limited duty positions, as determined by the Chief, and the Chief in such situations may remove from limited duty an employee whose injury or illness is non-duty related to place an employee whose injury or illness is duty related in said position in the available limited duty position.

Employees who, through injury or illness, are unable to perform their assignment, may for a temporary period not to exceed five (5) years, be assigned to duties consistent with their physical condition at the discretion of the Fire Chief. The hours and schedule of such assignments shall be at the option of the City, but shall be consistent with the assignment of duties performed by any personnel assigned to or employed by the Fire Division of the Department of Public Safety; provided, however, this provision is not intended to replace persons in other bargaining units. Employees so assigned will be paid at the rate of the classification the employee held at the time of being assigned limited duty hereunder. Any promotion to which the employee would otherwise have been entitled, by virtue of the employee's place in the seniority system, that may have occurred during said limited duty time will be forthwith, upon return to full duty, granted the employee. Any employees, who in the meantime have been promoted in place of, or as a result of, the employee on limited duty, shall revert back to their previous classification. Mutually agreed upon exceptions may be made as to the above time frame.

In the General Orders that the Chief has issued for light duty assignments, one such assignment has been to drive vehicles. It is the intention of the Department that an assignment to drive a vehicle will be consistent with the medical limitations of the individual. It is not the Department's intention to have light duty personnel drive vehicles routinely on emergency runs, but there may be exceptions. In no event will the exception be implemented if inconsistent with the individual's medical limitation.

Employees who are injured on the job, and who have medical certification that they can return to work, on limited duty, must do so after three (3) calendar days of the date of certification that they may return. Employees who are on limited duty, who then are available to return to full 24-hour duty, shall have one (1) calendar day between the end of the employee's eight hour duty and the return to a 24-hour schedule. Employees may be on limited duty at the discretion of

the Department on either eight hour shifts or 24-hour shifts. If the employee is on limited duty on a 24-hour shift, and is authorized to return to full duty, the return to full duty will be the employee's next regular scheduled shift.

28. LONGEVITY PAY

A. Longevity pay, within the meaning of this section, 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 faithful Employees for their City service. In recognition of this, Employees shall receive longevity pay based on the following years of service:

1. Upon completion of five (5) years of service, and not more than seven (7) years of service, an Employee shall receive 1% of his base rate or \$300.00, whichever is less, but not to exceed \$300.00; 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 A.2. shall be in lieu of the longevity pay provided here and not in addition thereto.

2. Upon completion of seven (7) years of service, and not more than fourteen (14) years of service, an Employee shall receive 2-1/2% of his base rate or \$750.00, whichever is less, but not to exceed \$750.00; such pay to commence and accrue from the payroll period in which the Employee's 7th anniversary date occurs.

3. Upon completion of fourteen (14) years of service, and not more than twenty-one (21) years of service, an Employee shall receive an additional 2-1/2% of his base rate or \$1,500.00, whichever is less, but not to exceed \$1,500.00; such pay to commence and accrue from the payroll period within which his 14th anniversary date occurs.

4. Upon completion of twenty-one (21) years of service, an Employee shall receive an additional 2-1/2% of his base rate or \$2,250.00, whichever is less, but not to exceed \$2,250.00; such pay to commence and accrue from the payroll period within which his 21st anniversary date occurs.

B. 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 fifth year of service in the fiscal year preceding the payment in December. To be eligible for additional longevity payments, Employees must have completed the 7th, 14th or 21st year in the fiscal year preceding the payment in December.

C. 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 death, to his heirs or estate.

29. CLOTHING

A. Employees, upon initial employment in the Fire Department, shall receive four (4) work uniforms. Uniforms will be replaced as necessary based upon fair wear and tear upon turning the worn or damaged uniform in to the Department. Each member of the Fire Department will receive two (2) t-shirts per year or as needed and one (1) sweatshirt per year or as needed.

B. Each employee of the Fire Prevention Bureau shall receive an annual clothing allowance of Three Hundred Seventy-Five Dollars (\$375.00) to be paid in the first pay period following December 1st. Members of the Fire Marshal Division shall also be furnished a fire helmet, a fire fighting coat, one pair of fire fighting boots and two pair of coveralls. In addition, members of the Fire Marshal Division shall receive one (1) work uniform to be replaced as necessary based upon fair wear and tear upon turning the worn or damaged uniform in to the Department.

C. The City shall provide every member of the Fire Fighting Division with the following:

1. One helmet with shield.
2. One Bunker coat.
3. One pair of Bunker pants.
4. One pair of Bunker boots.
5. One protective hood.
6. One pair of protective gloves.

D. There will be three (3) self contained breathing apparatus per each piece of equipment: namely, engines, rescue, heavy duty rescue and tower. Battalion Chief's vehicle shall have one (1) breathing apparatus per unit.

E. Each Employee shall receive a yearly maintenance and cleaning allowance of five hundred fifty dollars (\$550.00) to be paid in equal portions during the first pay period following December 1st (\$275.00) and June 1st (\$275.00) of said 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 his/her final paycheck based upon each week not employed between time of termination and the effective date for the next clothing allowance payment.

30. BULLETIN BOARD

A. The City shall provide a location in each Fire Station for a bulletin board of the Union in an area acceptable to the Union and subject to approval by the Fire 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:

1. Recreational and social affairs of the Union

2. Union meeting
3. Union elections
4. Reports of Union Committees
5. Rulings and/or policies of the Union

B. Notices and announcements shall not contain anything political or controversial, or anything reflecting upon the City, any of its Employees, or any labor organizations among its Employees; and no material, notices, or announcements which violate provisions of this section shall be posted.

C. Any Union-authorized violations of this section shall entitle the City to cancel immediately the provisions of this section and remove the bulletin board.

31. PENSIONS

I. GENERAL PROVISIONS

The following provisions shall apply to sections 31.II and 31.III

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

B. 1. The City shall pick up the Employee contributions required of Fire Department employees for all compensation earned after the effective date of this provision. The contributions, so picked-up, shall be treated as Employer contributions in determining tax treatment under the United States Internal Revenue Code. Employee contributions picked-up by the City, pursuant to this provision, shall be treated for all other purposes, in the same manner and to the same extent, as Employee contributions made prior to the effective date of this provision.

2. These employee contributions so picked-up shall not be included in gross income for tax purposes until such time as they are distributed by refund or benefit payment. The City shall provide a revised W-2 form to reflect all of the above changes, as soon as practicable after IRS approval.

3. With respect to the Plan Amendment and the "pick-up" of employee pension contributions set forth above, it is expressly understood and agreed as follows:

a. The plan amendment is being adopted only for the purpose of allowing employees to take advantage of IRS Code provisions which permit governmental employees to tax shelter their pension plan contributions.

b. The actual current and future gross salary of the employees will not be affected by the plan amendment.

c. Employee contributions will be withheld from actual gross salary and paid to the plan.

d. Actual gross salary will continue to serve as the basis for determining the amount of salary related fringe benefits, including retirement benefits.

e. Taxable gross salary (salary reported on form W-2) for the employees will be equal to actual gross less the employee contribution to the pension plan.

f. The City will maintain information which will permit identification of the amount of employee contributions made before and after the plan amendment. This is necessary in order to determine the extent to which a pension plan distribution is taxable income to the employee at the time the distribution is received.

g. The plan amendment is being accomplished by local agreement rather than a change in State law.

C. The term "wages" as used in Article 31.II.A and B above shall mean wages plus other compensation as defined in Section 2.96.050 of the City's Retirement Ordinance.

D. 1. Effective for employees who retire after April 29, 2009, deferred defined benefit retirees will have medical benefits the same as those in effect for active employees at the time that they start receiving medical benefits.

2. Effective for employees who retire after April 29, 2009, deferred defined contribution retirees will have medical benefits the same as those in effect for active employees at the time they are eligible to receive medical benefits at the earliest full retirement date.

3. Percentage caps for those who retire at less than full retirement age remain in effect.

II. DEFINED BENEFIT PLAN

The following provisions shall be applicable to employees participating in the defined benefit plan as set forth in the City of Livonia Retirement Ordinance. Only employees hired prior to July 1, 1998 are eligible to participate in the defined benefit plan. These provisions shall not

Agreement between the City of Livonia
and the Livonia Fire Fighters Union
December 1, 2008 - November 30, 2012

apply to employees hired prior to July 1, 1998 who have elected to participate in the defined contribution plan as set forth in Article 31.II. below, and the City Retirement Ordinance as amended by the City, or to employees hired on or after July 1, 1998.

A. The City's Retirement Plan Ordinance in effect as of the execution of this agreement, and as amended by prior collective bargaining agreements between these parties, which amendments are specifically incorporated herein, shall govern the employees' retirement program. It is understood that the City is in the process of revising the Retirement Plan Ordinance to incorporate the aforesaid amendments and amendments affecting other bargaining units and employees. Any such revisions, or any future revisions, affecting the members of the Livonia Fire Fighters Union's bargaining unit shall not take effect without prior agreement of the Livonia Fire Fighters Union.

B. Retirement. Employees who are fifty-two (52) years of age and have ten (10) years of fire fighter service with the City of Livonia, or at any age with 27 years of service with the City of Livonia, may retire at full pension benefits as provided in the City Pension Ordinance. Any employee may retire at a reduced pension as provided in the following paragraph prior to age fifty-two (52) provided that the employee has ten (10) years of service with the City and is at least fifty (50) years old. There shall be no benefit reduction at full Social Security age.

Employees electing early retirement (i.e., retirement prior to age fifty-two (52) (with less than twenty-seven (27) years of service) shall have their pension amount computed and based on actual years of service, with that dollar amount then reduced by one-half (½) percent per month remaining to age fifty-two (52), as follows:

<u>Age</u> <u>Years, Months</u>		<u>%of Full</u> <u>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

Agreement between the City of Livonia
and the Livonia Fire Fighters Union
December 1, 2008 - November 30, 2012

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.

C. **Duty Disability Retirement.** Pursuant to the Retirement Ordinance, employees whose disabilities arise in the course of employment and who, because of such disabilities, are totally and permanently incapacitated for duty, including light duty, in the fire department, shall be eligible for duty disability retirement.

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

<u>Actual Years of Service</u>	<u>Maximum Years Applicable</u>	<u>Maximum Pension Payout Rate Allowed</u>
10 to 15	20	50.00%
16 to 20	25	62.5%
over 20	30, or actual service, if greater	75.00%

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

E. **Duty Death Benefits.** The surviving spouse, or other person, if applicable, of an employee whose death is totally duty related, may apply, pursuant to Section 2.96.280 of the Retirement Ordinance, for duty death benefits.

F. An eligible employee's annuity factor shall be 2.8% for the first thirty (30) years of service, to a maximum ("cap") of seventy-five percent (75%) of final average compensation.

G. Employee's contribution shall be 3.56%.

H. An employee in receipt of on-duty injury benefits pursuant to Article 25, shall have the wage component of final average compensation for pension purposes computed for the period that the employee is in receipt of such benefits based upon the gross biweekly salary rate that the employee would have received had the employee not been injured, instead of based upon the workers' compensation and supplemental benefits actually received.

Agreement between the City of Livonia
and the Livonia Fire Fighters Union
December 1, 2008 - November 30, 2012

I. Employees who retire on or after December 1, 1993 but on or before March 20, 2008 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.

J. Employees who retire after March 20, 2008, but prior to December 1, 2008, shall be entitled to the following additional increases:

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.

K. Employees 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.

III. DEFINED CONTRIBUTION PLAN

A. The following provisions shall be applicable to employees participating in the defined contribution plan. The provisions shall apply to all employees hired July 1, 1998 or later and all employees hired prior to July 1, 1998 electing to participate in the defined contribution plan. These provisions shall not apply to employees hired prior to July 1, 1998 who have elected to continue to participate in the defined benefit plan, as set forth in Article 31.I. above and the City's Retirement Ordinance, as amended by the City.

1. For employees 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 employee's wages to said plan and the employee contributing an amount equal to 3.56% of the employee's wages. The employee is permitted to contribute additional amounts up to the maximum allowed by law.

2. Participants in the defined contribution plan shall also participate in a disability plan equivalent to the defined benefit disability plan as set forth in the City Retirement Ordinance. The City's liability for the disability benefit shall be offset (1) by any amount which may be payable pursuant to the Workers' Compensation Act, if applicable, and (2) by the lifetime annuity value of the employee's 401(a) defined contribution retirement account, determined as of the effective date of the employee's disability-related separation from service. Defined contributions shall include all contributions and income accumulated in the plan account whether derived by the contributions made by the employee or employer, including any amounts transferred into the plan, but excluding voluntary employee contributions. The defined contribution will also include any amounts withdrawn from the 401(a) Plan or leveraged or levied by the employee for any reason, regardless of whether it was by court order or voluntary decision. The value of any withdrawn amounts shall be calculated as though they remained in the plan and accrued income or value at the applicable rate of the remainder of the employee's assets in the plan.

3. Health care provisions for employees 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.

4. Retirees who are members of the defined contribution plan are not eligible for hospitalization-medical coverage until age 52 with 10 or more years of service or at any age with 27 years of service.

B. 1. For employees hired on July 1, 1998 or later, the pension provided for employees following the first six (6) months of their employment will be a defined contribution pension plan with the City contributing an amount equal to 11% of the employee's wages and the

employee contributing an amount equal to 3.56% of the employee's wages, with vesting after four (4) years of employment. The employee is permitted to contribute additional amounts up to the maximum allowed by law.

2. The health care benefit paid for employees hired by the City on July 1, 1998 or later, upon retirement, shall be as follows:

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

For employees 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 employees retiring after 25 years of service and who are at least 52 years of age, or if an employee retires after December 1, 1999, with 27 years of service regardless of age, the City will pay 100% of the payments towards premiums.

C. Upon receipt of the November 30, 2008 actuary valuation, a committee will be established at the request of either party to discuss any possible changes to the pension of current DC members. Neither party is required to re-open this agreement.

32. SALARY RATES

A. The salary rates in effect for this Agreement shall be as provided in Appendix A attached hereto, and shall represent the following salary modifications:

Effective December 1, 2008	3%
Effective December 1, 2009	2%
Effective December 1, 2010	1%
Effective December 1, 2011	1%

B. Employees in the Firefighter classification with more than twelve (12) years service in said classification shall be paid a wage rate of five percent (5%) above those rates listed.

C. 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.

D. Wage increases in Section A shall only be retroactive for employees who were on the payroll at the time of contract settlement.

33. FOOD ALLOWANCE

Each Employee shall receive a food allowance of One Thousand (\$1,000.00) dollars to be paid by December 10th for the following fiscal year. Employees leaving City employment before the end of the fiscal year, shall reimburse the City on a prorated basis for food allowance monies received.

34. EDUCATION

A. The City will reimburse for tuition and textbooks for Firefighters taking job related courses or courses offered in the Firefighting curriculum in accredited local schools and colleges for courses related directly to firefighting and other job related work or be part of a recognized Fire Fighting Degree curriculum, and core courses in the Open Learning Fire Service Program at the University of Cincinnati, as approved by the United States Fire Administration. A list of approved courses will be posted at each fire station. Questions regarding specific courses not listed and/or announcement of planned participation in this program should be in writing and addressed to the Chief of the Department.

B. All courses must be pre-approved by the Chief of the Department.

C. Reimbursement for books and tuition will be made to the Employee only after completion of the course(s) and when a grade of "C" or better is attained. The Employee must furnish proof of passing grade and receipts in order to be reimbursed.

D. Any course which is paid in whole or in part by any other governmental unit or agency shall have that amount deducted from the total cost and the City shall pay the difference.

E. Disputes arising from denial of approval for course work shall be resolved through the Grievance Procedure.

35. MAINTENANCE OF CONDITIONS

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

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

C. This Agreement will 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.

36. SAVINGS CLAUSE

If any article or section of this Agreement, or any appendixes or supplements thereto, 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.

37. EFFECTIVE DATE, TERMINATION AND MODIFICATION

This Agreement shall extend from December 1, 2008 and shall continue in full force and effect until November 30, 2012.

A. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date of November 30, 2012, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to the termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

B. If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date of November 30, 2012, or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. Any amendments that may be agreed upon shall become a part of this Agreement without modifying or changing any of the other terms of this Agreement.

C. Notice of termination or modification shall be in writing and shall be sufficient if sent by E-mail and certified mail, to the LFFU at Fire Headquarters, 14910 Farmington Rd., Livonia, Michigan, 48154, and 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 address as the Employer may make available.

38. RESIDENCY

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 twenty (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:

The person's spouse is employed by another public employer.

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 twenty (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 those 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.

39. LOSS OF SENIORITY

An Employee shall lose his seniority for the following reasons:

- A. He quits.
- B. He is discharged and the discharge is sustained.
- C. He is absent for two (2) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the Employee, at his last known address, that he has lost his seniority, and his employment has been terminated.
- D. He does not return to work when recalled from layoff.
- E. Return from sick leave or leaves of absence will be treated the same as "C" above.
- F. He retires.
- G. In the application of the provisions of this article, due consideration will be given to extenuating circumstances.

40. EMT BONUS

A. During the term of this Agreement, all Employees who are State Licensed Basic Emergency Medical Technicians will receive an EMT Bonus. Employees hired after December 1, 1999 shall not be entitled to any EMT Bonus. Any employee receiving a Paramedic Bonus pursuant to Article 47 shall not be entitled to any EMT Bonus, provided that any such employee, hired prior to December 1, 1999, who receives their Paramedic license during a contract year, shall be entitled to a pro-rated EMT Bonus based on the percentage of the year in which the employee maintained an EMT license prior to obtaining a Paramedic license.

Effective Date	Payment
December 1, 2008	\$925.00
December 1, 2009	\$950.00
December 1, 2010	\$975.00
December 1, 2011	\$1,000.00

B. All Employees in the Fire Prevention Division who have received their State Inspector Certificate will receive a yearly bonus equal to the EMT Bonus set forth in Paragraph A, above, in lieu of the EMT Bonus, and subject to the provisions contained in Paragraphs C and D, below:

C. Employees who, through no fault of their own, are not State Licensed Basic Emergency Medical Technicians on the various effective dates will be paid as though they were certified.

D. Payments shall be made by December 10th for the current fiscal year. Employees leaving City employment before the end of the fiscal year, shall reimburse the City on a prorated basis for EMT bonus monies received.

E. All members of the bargaining unit in the Fire Suppression Division must maintain a Michigan Basic Emergency Medical Technician license. The Department will continue offering the continuing education necessary for these members to maintain such license. The failure of a member to maintain such license, except if it is through no fault of the member, shall be cause for termination.

F. Should a member lose his license through no fault of his own, the City will pay all expenses of retraining including tuition, books, initial testing and one retest, and overtime needed to attend classes at a provider selected by the Employer. The employee will be released from duty to attend class if necessary.

Should it become necessary to attend EMT training or parts thereof a second time due to failure, the City will pay books, tuition and an initial test, and give employee necessary time off to attend classes. In such a case, the employee will not get overtime for attending class on normally scheduled off days.

Should an employee be required to attend EMT training or parts thereof a third time, all costs, tuition and books will be borne by the employee. The City will not afford the employee time off to attend classes, but rather they shall either take authorized leave time or make a trade with another employee.

The Department, at its discretion, may place the employee on 40 hours while attending the above-referenced classes.

If the employee fails to attend classes as set forth above, this shall be brought to the attention of the Union and may subject the employee to discipline.

Should an employee not be able to obtain state licensure (EMT), the employee may be subject to discipline up to and including termination.

41. EMPLOYEE FITNESS PROGRAM

The City shall provide a corporate health club membership at a mutually agreed upon facility for all uniformed Fire Department personnel. Employees are required to sign in at the desk on a sheet provided for this purpose.

42. LEGAL EXPENSES

A. The Employer will, during the term of this Agreement, provide Professional Liability insurance, as provided to members of the Livonia Police Officers Association. 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 Union 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 or her duties. This would include an off-duty employee who may be required by circumstances to assume firefighting duties and/or powers.

B. 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 7 of this Agreement. Such review shall be initiated pursuant to Section A, Step 8. In reviewing the City's action(s) under this Article, the arbitrator may consider, if raised, whether or not an Employee's actions were consistent with the Fire Department's policies, rules, and regulations.

43. PAYMENT IN LIEU OF PROMOTION

A. Any Employee who voluntarily signs a waiver of any and all future promotional opportunities shall receive on November 30 of each year the following payment in lieu of promotion, provided, said Employees have already served at least five (5) years in their current classification:

\$1,800.00 for over 20 years, but less than 25 years of total service with the Livonia Fire Department;

\$1,980.00 for over 25 years of total service with the Livonia Fire Department.

B. Employees in the classifications of Battalion Chief, Fire Marshal or Training Officer are not eligible for payment in lieu of promotion as set forth in this Article, 43.

44. EDUCATIONAL BENEFIT

A. Should an Employee earn an Associate Degree in Fire Science or Emergency Medical Service at an accredited school or earn any Bachelor's degree, provided that the Bachelor's degree is earned from an accredited college or university, the City will provide an annual payment to said Employee, on November 30 of each year, in accordance with the following schedule:

AA Degree	\$900.00
BA/BS Degree	\$1,650.00

B. The benefit payment provided in Paragraph A, above, shall only be paid to those Employees who have completed their degree studies prior to the November 30 date.

45. PERSONNEL ON DUTY

A. Effective upon the approval of the contract by the City Council and Civil Service Commission, whenever personnel in the Fire Fighting Division falls below twenty-one (21) employees on duty, additional personnel will be called in to bring the level to twenty-one (21), up to a maximum of one-thousand one-hundred (1,100) straight-time hours (1,650 hours at time and one-half) per fiscal year. Once said one-thousand one-hundred (1,100) straight time hours maximum is reached in a given fiscal year, the City shall have no obligation to call back employees in the Fire Fighting Division. In the event the number of personnel on duty in the Fire Fighting Division falls below twenty-one (21) employees and said one-thousand one-hundred (1,100) straight time hours have been reached, the City may elect to put equipment out of service.

B. When the provisions in Section 45.A. are applicable, the twenty-one (21) personnel on duty in the Fire Division shall consist of the following:

Station 1:

One Shift Commander
One Station Commander
Two Engineers or Assistant Drivers

One Fire Fighter

Station 3, 4, 5, and 6:

One Station Commander
One Engineer or Assistant Driver
Two Fire Fighters

1. Beginning with the initial date of applicable contract, an overtime list will be established according to seniority, with the most senior employee being placed at the top of the list and the least senior employee at the bottom of the list. Thereafter, position rotation on the call-back list shall be based upon accumulated charged overtime hours with eligibility for call-back being first offered to the employee with the least accumulated Department overtime hours on said list. Accumulated hours charged will be based upon the overtime accumulated beginning with the first date of the applicable contract period and ending with the expiration date of the contract.

In the event that manpower is needed and call-in overtime is required, the Shift Commander or the scheduling software will begin calling members of the unit on duty who are on Kelly, with the members having the least amount of overtime being called first. If the on duty unit list is exhausted and personnel are not available to fill said vacancy, then members of the opposite unit Kelly with the least amount of overtime hours will be called to fill the need. In the event that no one on that unit has agreed to fill that vacancy, the Chief of the Department or their designee will continue to attempt to find an individual to fill the vacancy or will place equipment out of service. In the event that more than one member is called in to duty under the provisions of this section and one is relieved early, the first member called in will be the last one asked to leave.

In the event that a member was not called and was the next eligible for overtime consideration, the Shift Commander will notify that affected member and place that member at the top of the call-in list on their respected unit. The member will be called first on the occasion of the next available call-in opportunity and shall remain at the top of the call-in list until verbal acceptance or denial.

In all cases, rank and classification will be recognized as in the past. No Officer will be utilized in the capacity of an Engineer or Driver for the purpose of meeting the requirements of the call-in requirements of this section.

In the event that a Temporary assignment to a higher classification is required after a call-in has taken place, in order to insure that the twenty-one (21) personnel provision has been applied, the senior employee of the shift who meets the requirements shall receive the temporary assignment. All prescheduled upgrades, which are no longer necessary because of a call-in, will no longer be recognized for that workday, unless that member works in that capacity. In such case, the employee will be compensated according to the provisions of the agreement. In the event no one is eligible for an upgrade, calls will be made from the ranks that are eligible by the lowest hours.

In this case, the City accepts the fact that manpower will be over twenty-one (21) or minimum manning for daily staffing. If this provision is utilized, staffing will still be considered consistent at twenty-one (21).

2. When an employee works a turn, he will be charged only for the overtime hours worked. If an individual is called for overtime to fill said vacancy and declines to accept offer of overtime, said employee will not be charged hours towards the employee's overtime bank.

3. Any personnel accepting overtime must report for work within one (1) hour from the time notified.

4. Any employee who fails to report after accepting overtime work within one (1) hour of notification shall be dropped from the overtime call-back list and shall not be eligible for overtime for the remainder of the contract year.

5. Overtime will start from sign-in time at the assigned station.

6. No mileage will be paid for any call-back.

7. Minimum manning callback overtime shall not be considered or included in the computation of Act 604 overtime.

8. Any employee owing the Department an Administrative Kelly Day will be given credit for the Kelly day pay back if no pay back date is on record. The employee will not be paid callback overtime for this period.

For the purposes of planning, a schedule will be made available by the Shift Commander, two (2) shifts prior to the unit workday.

Each unit shall establish a similar overtime list for call-in purposes. All classifications shall be entitled to call-in overtime. Vacancies will be filled insofar as is possible, from among off-duty personnel on the same unit.

In the event that a Temporary assignment to a higher classification is required, after a call-in has taken place, in order to insure that the twenty-one (21) personnel provision has been applied, the senior employee on the shift who meets the requirements shall receive the temporary assignment.

46. TRAINING COORDINATOR

A. The Training Coordinator will be responsible for coordinating, instructing and presenting the emergency medical program and for providing initial and ongoing training for EMT and Paramedic personnel and will be responsible for administering and presenting the Advanced Life Support program, including quality assurance for program and personnel. Responsibilities also include coordinating, instructing and presenting fire suppression, prevention and related training. The Training Coordinator will work under the command of the Fire Chief. The Training Coordinator will have command authority over all training issues. The Training Coordinator will not have direct command over fire fighting and fire prevention personnel unless involved in training.

B. This position will be offered to personnel without regard to education who have at least five (5) years of Livonia Fire & Rescue seniority. Personnel who possess an Associate's degree in fire science or in an emergency medical curriculum will receive an extra two points added to their score and personnel who possess a Bachelor's degree in fire science or an emergency medical curriculum will have four points added to their score.

C. The Training Coordinator shall be required, as a condition of employment in this classification, to obtain and maintain Fire Service Instruction certification as prescribed by the Fire Fighters Training Council, as well as EMT-Paramedic licensure and EMS Instructor/Coordinator licensure, as prescribed by the State of Michigan. The successful candidate will be required to secure and maintain fire service instruction certification and licensure as a paramedic and as a licensed EMS Instructor/Coordinator within 2 years from appointment, and will remain on probation for one year or until securing fire service instruction certification and licensure as a paramedic and as a licensed EMS Instructor/Coordinator, whichever is later. Failure to meet certification and licensure requirements shall result in the removal of the candidate from the Training Coordinator position unless the two year time limit is extended by the Employer, who shall have the sole authority to extend such period.

D. The Employer will provide on-duty or overtime pay necessary to secure these required licenses and certifications. The Employer will pay all tuition and related costs associated with securing these required licenses and certifications. The Employer will provide ongoing education and training needed to maintain these required licenses and certifications.

E. Applicants for the position will be required to apply in the manner prescribed by the Civil Service Commission. Each candidate will be given a qualifying written examination, as determined by the Civil Service Commission. The City will then utilize an assessment selection process for seven candidates or less, if there are not seven candidates, who receive the highest score on the qualifying examination. Final score will consist of 50% written competitive exam and 50% assessment center rating. A quarter point for each year of service will then be added to the score. As to the position of Training Coordinator set forth herein, the Training Coordinator will be selected from the top three (3) scoring applications by a panel consisting of the Mayor, the Fire Chief, and President of the Union, with the Mayor having the final authority of selection.

F. The successful candidate will be promoted one step above their current pay scale upon assuming the duties of the Training Coordinator, provided that the minimum entry level pay scale will be equivalent to that of a Fire Lieutenant. After completing probation, plus meeting the licensing and certification requirements, the successful candidate will be subject to an annual performance review. If the Training Coordinator is rated satisfactory, they will receive an increase in their pay scale to the next step above their current rate. If the Training Coordinator is rated superior, then at the discretion of the Fire Chief in any three year period, they may receive a double step increase in their pay scale. The terminal pay scale of the Training Coordinator shall be equivalent to the pay of Battalion Chief. The Training Coordinator position will have no rank designation ever affiliated with its designation.

G. The Training Coordinator shall be in the administrative division.

H. Conduct of Examinations

1. All examinations shall be impartial and shall relate to those matters which will test fairly the candidate to discharge the duties of Training Coordinator.

2. The City shall provide a statement of the areas to be covered by each examination, including appropriate materials at station libraries on which examination contents are based.

3. Within reason, the City shall maintain a library at each station to make references available for Union employees.

4. Oral examination questions shall be in keeping with the knowledge and requirements for the position as well as background questions.

5. The same oral examination questions shall be given to each candidate.

6. The City and the Union agree to work with the Civil Service Commission and otherwise to take such steps as are required to assure that adequate and timely notice of all written and oral promotional examinations is given to employees in order to give such employees time to prepare for such examination.

Such notice shall provide the date, time, place, general format, and length of the examination.

7. The Department shall establish an eligible list for promotion, upon which list the names of successful candidates shall be placed in the order of their relative excellence in the respective examination.

8. All applicants will be notified of their final score and relative standing. The period of eligibility of the promotional list shall be for two (2) years.

9. Examination papers shall be so handled as to ensure that the candidate's identification of each examination paper is not available until they have all been marked.

47. PARAMEDICS

A. General Provisions

1. The Union recognizes the exclusive right of the City to determine whether to offer an advanced life support service.

2. "Paramedic" shall refer to a Michigan State Licensed EMT-P who also meets all State and HEMS requirements, including Advanced Cardiac Life Support Certification (ACLS).

B. Wages/Daily Paramedic Assignments

Agreement between the City of Livonia
and the Livonia Fire Fighters Union
December 1, 2008 - November 30, 2012

1. Any member of the Department licensed as a paramedic shall receive an annual ALS bonus of \$2,300.00 in lieu of the EMT bonus provided in Article 40, above, irrespective of how much time, if any, is spent assigned and performing as a paramedic. Employees who obtain their paramedic license during the year shall receive a pro-rated ALS bonus. Effective December 1, 2008, the ALS bonus shall be increased as follows:

Effective Date	Bonus Amount
December 1, 2008	\$2,500.00
December 1, 2009	\$2,600.00
December 1, 2010	\$2,800.00
December 1, 2011	\$3,000.00

Payments shall be made by December 10th for the current fiscal year. Employees who do not maintain a paramedic license for the entire year shall receive a pro-rated bonus based upon the percentage of the year in which the employee maintained a paramedic license. Employees leaving City employment before the end of the fiscal year shall reimburse the City on a pro-rated basis for paramedic bonus monies received.

2. Paramedic Scheduling:

a. Station Scheduling:

When more than two (2) paramedics are on duty at a station and station staffing is above four (4) personnel, the paramedic on duty with the highest Department seniority will have the option to defer riding on the ALS unit. Likewise, the senior paramedic on duty shall retain the right to "bump" a junior paramedic from the ALS unit. Senior paramedics will retain these rights within their assigned station.

Except in an emergency situation, a member of the department who is assigned as an Engineer, Battalion Chief, Senior Captain or Captain on a given day shall not be eligible to be assigned as a daily paramedic while so assigned.

C. On-Going Education and Training

On-going education and training necessary to maintain EMT and paramedic licensure will be provided by the City for all department personnel. Education and training will be provided as in the past.

D. New Hires

All new hires will be required to be licensed paramedics.

E. Tactical Emergency Medical Services (TEMS)

1. No bargaining unit member shall lose any benefit when a member of the TEMS team is activated. Any call in overtime in connection with the TEMS team shall not be counted against the call in overtime bank.

2. No bargaining unit member participating on the TEMS Team shall be allowed to carry a firearm.

48. PAYROLL DEDUCTION AND DIRECT DEPOSIT

A. Payroll Deduction

In the event the Livonia Firefighters Union chooses to enroll in a group type plan to benefit its members, it will be discussed with the City of Livonia, and if mutually agreed upon, payroll deduction will be utilized.

B. Direct Deposit

The Employer will pay wages and other taxable compensation by Automated Clearing House (ACH) direct deposit. Payments deposited in the employees' accounts will be available for use by 8:30 a.m. on the date payment is due. 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.

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

LIVONIA FIRE FIGHTERS UNION

By: David A. Bartlett
Its President

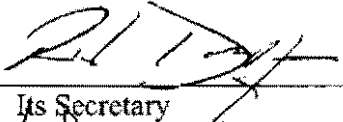
By: Dir. Min
Its Vice-President

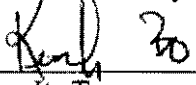
CITY OF LIVONIA, a Michigan
Municipal Corporation

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

By: Linda Grimsby
Linda Grimsby, Its City Clerk

Agreement between the City of Livonia
and the Livonia Fire Fighters Union
December 1, 2008 - November 30, 2012

By: 
Its Secretary

By: 
Its Treasurer

CIVIL SERVICE COMMISSION

By: 
Ronald E. Campau, Chairman

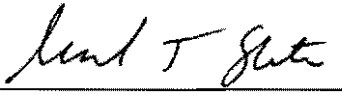
By: 
Harry C. Tatigian, Commissioner

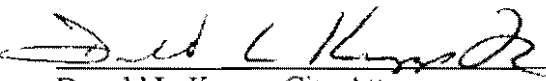
By: 
Charlotte S. Mahoney, Commissioner


REVIEWED AND APPROVED FOR
ACCURACY AND FORM.


Shadd Whitehead, Fire Chief


Robert Biga, Human Resources Director


Michael T. Slater, Finance Director



Donald L. Knapp, City Attorney


Gregory T. Schultz, Attorney

LETTER OF UNDERSTANDING

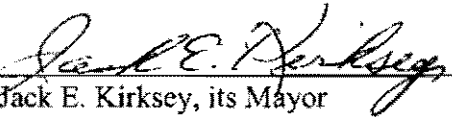
Prior to execution of 2008-20012 CBA, the parties made significant modifications to the form of the agreement through contract clean-up. During that clean-up process it was not the purpose to change the spirit or intent of the contract.

LIVONIA FIREFIGHTERS UNION

By: 

Dave Bostater, Its President

CITY OF LIVONIA, a Michigan
Municipal Corporation

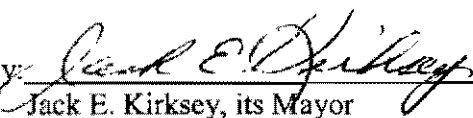
By: 

Jack E. Kirksey, its Mayor

LETTER OF UNDERSTANDING

With respect to all members, the City has the sole discretion to determine which employees shall have use of a City-owned vehicle and the extent of such use including whether an employee shall be allowed to take a vehicle home overnight. No employee shall be entitled to take a City-owned vehicle home unless the Fire Chief specifically authorizes the employee to take the vehicle home, and in any event, the vehicle shall only be used for City business and not for personal use.

By 
Dave Bostater, Its President

By 
Jack E. Kirksey, its Mayor

LETTER OF UNDERSTANDING

Following discussions between the parties regarding the food allowance provision of Article 33 of the Collective Bargaining Agreement, the parties agreed as follows:

Effective December 10, 2009, the food allowance in the amount of \$1,000.00 due to each employee as provided in Article 33 of the Collective Bargaining Agreement will be paid in the form of gift cards for departmental use rather than in the form of checks to individual employees. The food allowance article of the Collective Bargaining Agreement is being temporarily modified by this LOU and remains in full force and effect after the expiration of this LOU. These cards are to be used for the sole purpose of purchasing meals that will be consumed on the City premises for the convenience of the employer, due to the emergency on-call nature of a firefighter's duties. The gift cards are not to be used for any purpose other than providing meals to on-call emergency responders while on the employer's premises.

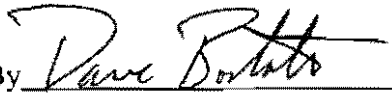
Gift cards will be from food retailers based on mutual agreement of the parties, with preference given to retailers located in the City of Livonia.

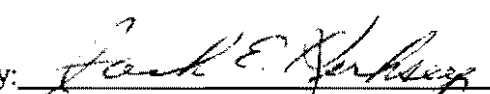
On or about November 1 of each year, the City will perform an accounting to determine if vacancies or other personnel actions within the Department created an overpayment or underpayment in the annual disbursement of Food Allowance. To the extent the November accounting determines that any overpayment or underpayment was made, such amount will be deducted from (if an overpayment was made) or added to (if an underpayment was made) the amount of gift cards distributed for the following year.

This procedure will be implemented in the 2009-2010 fiscal year and continue until November 30, 2012 to permit a sufficient trial period at which time it will be evaluated to determine if it should continue.

LIVONIA FIREFIGHTERS UNION

CITY OF LIVONIA, a Michigan
Municipal Corporation

By 
Dave Bostater, Its President

By: 
Jack E. Kirksey, its Mayor

**CITY OF LIVONIA - CIVIL SERVICE DEPARTMENT
LFFU ANNUAL ANND BI-WEEKLY SALARY RATES
12/1/2008 THRU 11/30/12**

		3%		2%		1%		1%	
		12/1/2008		12/01/09		12/01/10		12/01/11	
		BIWEEKLY	ANNUAL	BIWEEKLY	ANNUAL	BIWEEKLY	ANNUAL	BIWEEKLY	ANNUAL
FIREFIGHTER	MINIMUM	1,668.80	43,388.80	1,702.40	44,262.40	1,719.20	44,699.20	1,736.00	45,136.00
	STEP 2	1,724.80	44,844.80	1,759.20	45,739.20	1,776.80	46,196.80	1,794.40	46,654.40
	STEP 3	1,786.40	46,446.40	1,822.40	47,382.40	1,840.80	47,860.80	1,859.20	48,339.20
	STEP 4	1,978.40	51,438.40	2,017.60	52,457.60	2,037.60	52,977.60	2,057.60	53,497.60
	MAXIMUM	2,364.00	61,464.00	2,411.20	62,691.20	2,435.20	63,315.20	2,459.20	63,939.20
FIREFIGHTER	MAXIMUM	2,484.00	64,584.00	2,533.60	65,873.60	2,559.20	66,539.20	2,584.80	67,204.80
(MORE THAN 12 YRS OF SERVICE)									
ASSISTANT DRIVER	MAXIMUM	2,484.00	64,584.00	2,533.60	65,873.60	2,559.20	66,539.20	2,584.80	67,204.80
FIRE ENGINEER	MAXIMUM	2,604.00	67,704.00	2,656.00	69,056.00	2,682.40	69,742.40	2,709.60	70,449.60
FIRE LIEUTENANT AND	STEP 4	2,737.60	71,177.60	2,792.00	72,592.00	2,820.00	73,320.00	2,848.00	74,048.00
FIRE INSPECTOR	MAXIMUM	2,837.60	73,777.60	2,894.40	75,254.40	2,923.20	76,003.20	2,952.80	76,772.80
FIRE CAPTAIN AND	STEP 4	3,013.60	78,353.60	3,073.60	79,913.60	3,104.00	80,704.00	3,135.20	81,515.20
SENIOR INSPECTOR	MAXIMUM	3,120.80	81,140.80	3,183.20	82,763.20	3,215.20	83,595.20	3,247.20	84,427.20
SENIOR CAPTAIN AND	STEP 4	3,237.60	84,177.60	3,302.40	85,862.40	3,335.20	86,715.20	3,368.80	87,588.80
TRAINING COORDINATOR	MAXIMUM	3,354.40	87,214.40	3,421.60	88,961.60	3,456.00	89,856.00	3,490.40	90,750.40
BATTALION CHIEF,	STEP 4	3,467.20	90,147.20	3,536.80	91,956.80	3,572.00	92,872.00	3,608.00	93,808.00
FIRE MARSHALL	MAXIMUM	3,585.60	93,225.60	3,657.60	95,097.60	3,694.40	96,054.40	3,731.20	97,011.20

Appendix A