

3193

11/30/96

AGREEMENT



between



CITY OF LIVONIA

and

**LIVONIA FIRE FIGHTERS
UNION**

Local No. 1164

Livonia, City of

December 1, 1993 through November 30, 1996



AGREEMENT BETWEEN
CITY OF LIVONIA
AND
LIVONIA FIRE FIGHTERS UNION

DECEMBER 1, 1993

TO

NOVEMBER 30, 1996

Agreement between the City of Livonia
and the Livonia Fire Fighters Union
December 1, 1993 - November 30, 1996

TABLE OF CONTENTS

SECTION	TITLE	PAGE
	PURPOSE AND INTENT	1
1	RECOGNITION OF UNION	2
2	MANAGEMENT RIGHTS	2
3	UNION RESPONSIBILITIES	5
4	UNION SECURITY	5
5	UNION DUES	5
6	REPRESENTATION	9
7	GRIEVANCE PROCEDURE	10
8	COMPUTATION OF BACK WAGES	15
9	DISCIPLINARY PROCEDURE	15
10	PROMOTIONS	16
11	LAYOFFS	17
12	PERSONAL BUSINESS	17
13	HOLIDAYS	17
14	OVERTIME	18
15	VACATIONS	22
16	SICK LEAVE	24
17	CONVERTING LEAVE BANKS UPON DIVISION TRANSFER	25
18	BEREAVEMENT LEAVE	25
19	SCHEDULE OF HOURS	26
20	BUDDY RELIEF SYSTEM	27
21	TEMPORARY ASSIGNMENTS	27
22	TRANSFERS	28
23	KELLY DAY TRADES	29

Agreement between the City of Livonia
and the Livonia Fire Fighters Union
December 1, 1993 - November 30, 1996

TABLE OF CONTENTS (Continued)

SECTION	TITLE	PAGE
24	HOSPITALIZATION - MEDICAL COVERAGE	30
25	INSURANCE COVERAGE	35
26	ON DUTY INJURY	36
27	LIMITED DUTY	37
28	LONGEVITY PAY	38
29	CLOTHING	39
30	BULLETIN BOARD	40
31	PENSIONS	41
32	SALARY RATES	45
33	FOOD ALLOWANCE	46
34	EDUCATION EXPENSES	46
35	MAINTENANCE OF CONDITIONS	46
36	SAVINGS CLAUSE	47
37	EFFECTIVE DATE, TERMINATION & MODIFICATION	47
38	RESIDENCY	48
39	LOSS OF SENIORITY	48
40	EMT BONUS	48
41	EMPLOYEE FITNESS PROGRAM	49
42	LEGAL EXPENSES	49
43	PAYMENT IN LIEU OF PROMOTION	50
44	EDUCATIONAL BENEFIT	50
45	PERSONNEL ON DUTY	50
	APPENDIX A	A-1
	APPENDIX B	B-1

Agreement between the City of Livonia
and the Livonia Fire Fighters Union
December 1, 1993 - November 30, 1996

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

THIS AGREEMENT entered into on this 13th day of September, 1995,
between the CITY OF LIVONIA, a Michigan Municipal Corporation
(hereinafter referred to as the Employer or the City), and the LIVONIA
FIRE FIGHTERS UNION (hereinafter referred to as the Union).

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

PURPOSE AND INTENT

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

2. MANAGEMENT RIGHTS (Continued)

- 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 retirement plan.
 - 5. The Charter responsibilities of the City in determining the functions and organization of the respective departments or divisions.
 - 6. The responsibilities of Department Heads governed by Charter provisions, ordinances and Civil Service rules.

2. MANAGEMENT RIGHTS (Continued)

- (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 26.2(g)(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) sick leave days 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 and 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.

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):

Agreement between the City of Livonia
and the Livonia Fire Fighters Union
December 1, 1993 - November 30, 1996

5. UNION DUES (Contiued)

1. Those Employees who apply for membership in the Union are required to tender an initiation fee, if any, and periodic membership dues and shall be required to do so by signing 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".

5. UNION DUES (Continued)

AUTHORIZATION FOR PAYROLL DEDUCTION OF DUES

1. For Employees applying for membership in the Union:

BY: _____
Please Print: Last Name First Name Middle Name

CLASSIFICATION: _____ SS# _____

TO: _____

Effective (DATE) I hereby request and authorize you to deduct from my earnings the current initiation fee being charged by the LFFU and effective the same date to deduct from my earnings each month a sufficient amount to provide for the regular payment of the current rate of monthly union dues, as certified by the Union. The amount deducted shall be paid to the Treasurer of the LFFU. This authorization shall remain in effect unless terminated by me, by written notice, to the Union and Employer within thirty (30) days immediately preceding termination of my employment.

This space reserved for
additional information
when required.

Employee's Signature

Street Address

City and State

5. UNION DUES (Continued)

AUTHORIZATION FOR PAYROLL DEDUCTION OF SERVICE CHARGE

2. For Employees who do not apply for membership in the Union and are, therefore, required to pay a service charge under Section 4 of this Agreement:

BY: _____
Please Print: Last Name First Name Middle Name

CLASSIFICATION: _____

TO: _____
Employer

Effective (date) I hereby request and authorize you to deduct from my earnings each month a sufficient amount to provide for the regular payment of the current rate of monthly union dues as certified by the Union. The amount deducted shall be paid to the Treasurer of the LFFU. This authorization shall remain in effect unless terminated by me, by written notice, to the Union and Employer within thirty (30) days immediately preceding termination of my employment.

Employee's Signature

Street Address

City and State

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.

Agreement between the City of Livonia
and the Livonia Fire Fighters Union
December 1, 1993 - November 30, 1996

5. UNION DUES (Continued)

- 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 one (1) hour before the scheduled time of negotiations and one (1) hour after completion of a negotiation session, subject to the operating needs of the 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, 1996, 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

6. REPRESENTATION (Continued)

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 five (5) 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 forty-five (45) 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. 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 Battalion Chief or officer on duty in charge of the unit shall be contacted and the matter 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

7. GRIEVANCE PROCEDURE (Continued)

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 unit head will obtain the record 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 unit head. The unit head 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

7. GRIEVANCE PROCEDURE (Continued)

grievance then, either party may advance the grievance to the next step of the grievance procedure as provided in the agreement.

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.

Election of Remedies

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

The Employee may elect to avail himself of 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 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.

7. GRIEVANCE PROCEDURE (Continued)

- (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. 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. Blank forms will be supplied by the City and

7. GRIEVANCE PROCEDURE (Continued)

available to Employees, upon request, from station supervisors or Union representatives.

- 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.

7. GRIEVANCE PROCEDURE (Continued)

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 Employee may elect to avail himself of 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. 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.

9. DISCIPLINARY PROCEDURE (Continued)

- 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 27.3 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 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 block 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 Block 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. The method of implementing the Block System shall be in accordance with the policy jointly adopted on October 15, 1963,

Agreement between the City of Livonia
and the Livonia Fire Fighters Union
December 1, 1993 - November 30, 1996

10. PROMOTIONS (Continued)

by the Civil Service Commission, Director of Public Safety, Fire Chief, Livonia Fire Fighters Association. The policy is found in the Appendix and includes the standing blocks of the Fire Division.

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). If Christmas or New Year's day falls on a Sunday, Christmas Eve or New Year's Eve will fall on Friday; if either day falls on Saturday, Christmas Eve or New Year's Eve will fall 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.

Agreement between the City of Livonia
and the Livonia Fire Fighters Union
December 1, 1993 - November 30, 1996

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 in accordance with the following schedule:

<u>WORKED OVER</u> <u>Hr:Minutes</u>	<u>COUNTS AS</u> <u>Hr: Min.</u>	<u>TIME &</u> <u>A HALF</u> <u>MULTIPLIER</u>	<u>EARNED</u> <u>Hr:Min.</u>	<u>HOURS WITH</u> <u>MINUTES</u> <u>EXPRESSED AS</u> <u>FRACTIONS IN</u> <u>EIGHTHS OF HR</u>
0:00 to 0:14 =	0 : 15	X 1.5 =	0 : 22.5	+3/8
0:15 to 0:29 =	0 : 30	X 1.5 =	0 : 45	+6/8
0:30 to 0:44 =	0 : 45	X 1.5 =	1 : 7.5	1 +1/8
0:45 to 0:59 =	1 : 00	X 1.5 =	1 : 30	1 +4/8
1:00 to 1:14 =	1 : 15	X 1.5 =	1 : 52.5	1 +7/8
1:15 to 1:29 =	1 : 30	X 1.5 =	2 : 15	2 +2/8
1:30 to 1:44 =	1 : 45	X 1.5 =	2 : 37.5	2 +5/8
1:45 to 1:59 =	2 : 00	X 1.5 =	3 : 00	3
2:00 to 2:14 =	2 : 15	X 1.5 =	3 : 22.5	3 +3/8
2:15 to 2:29 =	2 : 30	X 1.5 =	3 : 45	3 +6/8
2:30 to 2:44 =	2 : 45	X 1.5 =	4 : 7.5	4 +1/8
2:45 to 2:59 =	3 : 00	X 1.5 =	4 : 30	4 +4/8
3:00 to 3:14 =	3 : 15	X 1.5 =	4 : 52.5	4 +7/8
3:15 to 3:29 =	3 : 30	X 1.5 =	5 : 15	5 +2/8
3:30 to 3:44 =	3 : 45	X 1.5 =	5 : 37.5	5 +5/8
3:45 to 3:59 =	4 : 00	X 1.5 =	6 : 00	6
4:00 to 4:14 =	4 : 15	X 1.5 =	6 : 22.5	6 +3/8
4:15 to 4:29 =	4 : 30	X 1.5 =	6 : 45	6 +6/8
4:30 to 4:44 =	4 : 45	X 1.5 =	7 : 7.5	7 +1/8
4:45 to 4:59 =	5 : 00	X 1.5 =	7 : 30	7 +4/8
5:00 to 5:14 =	5 : 15	X 1.5 =	7 : 52.5	7 +7/8
5:15 to 5:29 =	5 : 30	X 1.5 =	8 : 15	8 +2/8
5:30 to 5:44 =	5 : 45	X 1.5 =	8 : 37.5	8 +5/8
5:45 to 5:59 =	6 : 00	X 1.5 =	9 : 00	9
6:00 to 6:14 =	6 : 15	X 1.5 =	9 : 22.5	9 +3/8
6:15 to 6:29 =	6 : 30	X 1.5 =	9 : 45	9 +6/8
6:30 to 6:44 =	6 : 45	X 1.5 =	10 : 7.5	10 +1/8
6:45 to 6:59 =	7 : 00	X 1.5 =	10 : 30	10 +4/8
7:00 to 7:14 =	7 : 15	X 1.5 =	10 : 52.5	10 +7/8
7:15 to 7:29 =	7 : 30	X 1.5 =	11 : 15	11 +2/8
7:30 to 7:44 =	7 : 45	X 1.5 =	11 : 37.5	11 +5/8
7:45 to 7:59 =	8 : 00	X 1.5 =	12 : 00	12
8:00 to 8:14 =	8 : 15	X 1.5 =	12 : 22.5	12 +3/8

14. OVERTIME (Continued)

- 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. Pre-scheduled Emergency Medical Technician classroom training on off-duty time shall be compensated at the rate of time-and-one-half for scheduled classroom hours. Employees shall not be paid for periods of absence or tardiness.
- H. Employees attending non-hazardous duty type activities such as parades, voluntary training, etc. relating to Department business will be paid at time-and-one-half based on the appropriate hourly rate for all hours worked.

14. OVERTIME (Continued)

I. 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 J 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 H 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.

14. OVERTIME (Continued)

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.

- J. 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.

- K. 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.

14. OVERTIME (Continued)

- L. The Employer will attempt to equalize overtime within ranks in the Fire Division. Overtime hours will be posted quarterly at the various stations.

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 sub-section 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.

15. VACATIONS (Continued)

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.
- C. Scheduling of vacations shall be for the calendar year from January 1 to December 31, with winter vacations scheduled in the months of January, February, March, October, November, and December, and summer vacations scheduled in the months of April, May, June, July, August and September. Division of vacation days between summer and winter vacations shall be six (6) for Summer and four (4) for Winter for all Employees except Fire Marshal, Senior Fire Prevention Inspector and Fire Prevention Inspector, with scheduling of additional vacation days at the discretion of the department. Division of vacation days between Summer and Winter vacations may be changed upon the request of the Employee with the approval of the Fire Chief subject to the operating needs of the Fire Division. For the classifications of Fire Marshal, Senior Fire Prevention Inspector and Fire Prevention Inspector, division of vacation days between Summer and Winter vacations shall be fifteen (15) for Summer and five (5) for 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.
- 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 vacation day is to be taken at the Fire Chief's or his designee's discretion.

15. VACATIONS (Continued)

At the time of retirement, Employees will be paid only up to the following limits for cash payout purposes and for figuring average final compensation:

- . 28 - 24 hour days for 56-hour Employees
- . 59 - 8 hour days for 40-hour Employees

For 40-hour Employees only, 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.

16. SICK LEAVE

- A. All permanent 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 permanent 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: 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.

16. SICK LEAVE (Continued)

- 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. Employees normally assigned to a forty 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 sick leave days added to their sick leave banks and one day added to their vacation banks 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

18. BEREAVEMENT LEAVE (Continued)

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,

21. TEMPORARY ASSIGNMENTS (Continued)

provided the total hours worked in the higher classification are in excess of:

- 1.. 12 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.

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.

23. KELLY DAY TRADES (Continued)

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 filed in triplicate 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. Effective December 1, 1995, the Employer agrees to pay the full premium for hospitalization-medical coverage for permanent full-time Employees, spouses, and dependent children under 19 years of age, as defined in the present plan; the plan to be the Blue Cross/Blue Shield Preferred Plan which includes MVF-1, Master Medical, Option 5, \$5.00 deductible drug prescription rider. Individuals eligible for hospitalization-medical coverage as provided herein, but who reside outside of the State of Michigan, may participate in the Blue Cross/Blue Shield, MVF-1 Plan, Master Medical, Option 5, \$5.00 deductible drug prescription rider. Retirees shall be provided for as follows:
1. Employees who retire on or after December 1, 1995, below the age of 65, shall be eligible to participate in the hospitalization medical program as defined above. The entire cost of this program will be borne by the City.

Agreement between the City of Livonia
and the Livonia Fire Fighters Union
December 1, 1993 - November 30, 1996

24. HOSPITALIZATION - MEDICAL COVERAGE (Continued)

2. Employees who retired on or after December 1, 1987, but on or before November 30, 1995, below the age of 65, shall be eligible to participate in the Blue Cross/Blue Shield Preferred Plan which includes MVF-1, Master Medical, Option 1, \$2.00 deductible drug prescription rider. The entire cost of this program will be borne by the City.
3. Employees who retired on or after December 1, 1978 but on or before November 30, 1987, below the age of 65, shall be eligible to participate in the Blue Cross/Blue Shield, MVF-1 Plan, Master Medical, Option 1, \$2.00 deductible drug prescription rider. The entire cost of this program will be borne by the City.
4. Employees who retired on or before November 30, 1978 below the age of 65 may participate in the Blue Cross/Blue Shield, MVF-1 Plan, Master Medical, Option 1, \$2.00 deductible drug prescription rider at reduced group rates, the entire cost of which will be borne by the retiree.

The respective coverage in A.1., 2., 3., and 4. above, 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.

- B. The City, at its option, may offer Health Maintenance Organizations (HMOs) at City cost in lieu of the hospitalization-medical insurance provided herein. If an employee 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.
- C. The Employer agrees to pay the full premium 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

24. HOSPITALIZATION - MEDICAL COVERAGE (Continued)

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 Retirement Plan Ordinance.

- E. 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.
- 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

24. HOSPITALIZATION - MEDICAL COVERAGE (Continued)

any information requested concerning the proposed administrator. If a dispute arises between the parties concerning the change, the dispute shall be resolved through the negotiation/mediation arbitration procedure set forth in the 1969 PA 312, MCLA 423.231, et seq., with implementation of the proposed change awaiting the final outcome of arbitration.

- 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 permanent full-time Employees, spouses, and dependent children under 19 years of age as follows:

1. During the period 12-1-93 through 11-30-95, Employees may be reimbursed for dental expenses incurred for themselves and family up to \$475.00 for each year, subject to submission of proof of billing and proof of payment for such expenses, with reimbursement to be made according to the following schedule:

- a. Requests for reimbursement shall be submitted between May 1 and May 31, of said year, with reimbursement to be made by the Employer by June 30, of said year.

Agreement between the City of Livonia
and the Livonia Fire Fighters Union
December 1, 1993 - November 30, 1996

24. HOSPITALIZATION - MEDICAL COVERAGE (Continued)

- b. Requests for reimbursement shall be submitted between December 1, and December 31, of said year, with reimbursement to be made by the Employer by January 31, of the next calendar year (within a one month time period from December 31).
2. Effective December 1, 1995, the dental reimbursement will be up to \$500.00 for the period 12-1-95 through 11-30-96 with requests for reimbursement and reimbursement by the Employer to be made in the same manner as outlined above.
3. Effective December 1, 1993, an employee, at any time during the life of the Agreement through November 30, 1996, may use the unused portion of the employee's reimbursement allowance as set forth in the Agreement, meaning that a total of \$1,450 is available to be used at any time during the period December 1, 1993 through November 30, 1996. In addition, the unused portion of the reimbursement provided for in the period December 1, 1992 through November 30, 1993, may be used in the first year of the contract, December 1, 1993 through November 30, 1994.
4. Effective December 1, 1995, the City will provide, for each employee's family only, 50% of the fees for orthodontic services for the prevention and correction of poorly positioned teeth for a lifetime maximum of \$1,000 per family, limited to the employee and spouse and dependents until the end of the year said dependents reach age 19.
5. 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, the portion of this advance payment not accrued will be deducted from his final paycheck or any other funds due him/her.
6. 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.

Agreement between the City of Livonia
and the Livonia Fire Fighters Union
December 1, 1993 - November 30, 1996

24. HOSPITALIZATION - MEDICAL COVERAGE (Continued)

- K. The Employer will provide a psychological services reimbursement program for full-time and permanent 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.

25. INSURANCE COVERAGE

- A. 1. The Employer agrees to pay the full costs of the premium for each full-time permanent 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. Life Insurance shall be according to the following schedule:

<u>Maximum Base Salary Rate</u>	<u>Coverage</u>
\$26,001 - \$28,000	\$29,000
\$28,001 - \$30,000	\$31,000
\$30,001 - \$32,000	\$33,000
\$32,001 - \$34,000	\$35,000
\$34,001 - \$36,000	\$37,000

Agreement between the City of Livonia
and the Livonia Fire Fighters Union
December 1, 1993 - November 30, 1996

25. INSURANCE COVERAGE (Continued)

\$36,001 - \$38,000	\$39,000
\$38,001 - \$40,000	\$41,000
\$40,001 - \$42,000	\$43,000
\$42,001 - \$44,000	\$45,000
\$44,001 - \$46,000	\$47,000
\$46,001 - \$48,000	\$49,000
\$48,001 - \$50,000	\$51,000
\$50,001 - \$52,000	\$53,000
\$52,001 - \$54,000	\$55,000
\$54,001 - \$56,000	\$57,000
\$56,001 - \$58,000	\$59,000
\$58,001 - \$60,000	\$61,000
\$60,001 - \$62,000	\$63,000
\$62,001 - \$64,000	\$65,000
\$64,001 - \$66,000	\$67,000
\$66,001 - \$68,000	\$69,000

- 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 permanent 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

26. ON DUTY INJURY (Continued)

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

27. LIMITED DUTY (Continued)

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 block 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 \$260.00, whichever is less, but not

28. LONGEVITY PAY (Continued)

to exceed \$260.00; 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 \$650.00, whichever is less, but not to exceed \$650.00; 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 \$1,300.00, whichever is less, but not to exceed \$1,300.00; 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 \$1,950.00, whichever is less, but not to exceed \$1,950.00; 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 by separate check and 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.

Agreement between the City of Livonia
and the Livonia Fire Fighters Union
December 1, 1993 - November 30, 1996

29. CLOTHING (Continued)

- 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:
1. During the period December 1, 1993 through November 30, 1996, each Employee shall receive a yearly maintenance and cleaning allowance of three hundred fifty dollars (\$350.00) to be paid in equal portions during the first pay period following December 1st (\$175.00) and June 1st (\$175.00) 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:

30. BULLETIN BOARD (Continued)

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

- A. The City's Retirement Plan Ordinance in effect as of the execution of this agreement, and as amended by Sections 29 of 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. Effective July 20, 1988, an eligible employee's annuity factor, prior to age sixty-five (65) or the age the individual would have been eligible to receive full Social Security benefits, even if the employee began receiving reduced benefits at an earlier date, shall be increased from 2.25% to 2.5% for the first thirty (30) years of service, to a maximum ("cap") of seventy-five percent (75%) of final average compensation.

31. PENSIONS (Continued)

- C. Effective July 20, 1988, an eligible Employee's annuity factor, at age sixty-five (65) or the age the individual would have been eligible to receive full Social Security benefits, even if the employee began receiving reduced benefits at an earlier date, shall revert to 2.25% for the first thirty (30) years of service and 1% for each additional year of service thereafter.
- D. Effective December 1, 1988, each Employee's retirement contribution shall be increased by 1.2% to 3.70%. The City's retirement contribution for each Employee shall be increased by 0.96%.
- E. Effective December 1, 1993, each employee's contribution shall be decreased by .5% to 3.2%. Effective June 1, 1994, each employee's contribution shall be decreased by .5% to 2.7%.
- F. The City, at no cost to itself, agrees to the institution of a pension "pick-up" plan for Employees, which will allow Employees to realize increased disposable income by deferring payment of withholding taxes on their pension contributions in accordance with the applicable provisions of the Internal Revenue code; provided that the Internal Revenue Service approves such a "pick-up" and that the retroactivity thereof will be December 1, 1987 conditioned upon IRS approval; and provided further that the pick-up approved by the Internal Revenue Service will be limited solely to the Fire Fighters. If the Internal Revenue Service does not approve a "pick-up" limited solely to the Fire Fighters, the said "pick-up" will not be applicable. The "pick-up" plan as set forth herein shall be instituted as follows:
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. The effective date of this provision shall be December 1, 1987, provided that the implementation of this provision shall begin within a reasonable time period after the City has received notification from the Internal Revenue Service pursuant to applicable provisions of the United States Internal Revenue Code. These employee contributions so picked-up shall not be included in gross income for tax

31. PENSIONS (Continued)

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.
- G. 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, 1993 - November 30, 1996

31. PENSIONS (Continued)

H. Employees who retire on or after December 1, 1993 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.

Agreement between the City of Livonia
and the Livonia Fire Fighters Union
December 1, 1993 - November 30, 1996

32. SALARY RATES

A. ANNUAL AND BI-WEEKLY SALARY RATES

	EFFECTIVE INCREASE	12/1/93 2.0%	6/1/94 1.5%	12/1/94 3.0%	12/1/95 3.0%
FIREFIGHTER	MINIMUM	27,996.80	28,412.80	29,265.60	30,139.20
	BI-WEEKLY	1,076.80	1,092.80	1,125.60	1,159.20
	STEP 2	28,912.00	29,348.80	30,222.40	31,137.60
	BI-WEEKLY	1,112.00	1,128.80	1,162.40	1,197.60
	STEP 3	29,931.20	30,388.80	31,304.00	32,240.00
	BI-WEEKLY	1,151.20	1,168.80	1,204.00	1,240.00
FIREFIGHTER	STEP 4	33,134.40	33,633.60	34,652.80	35,692.80
	BI-WEEKLY	1,274.40	1,293.60	1,332.80	1,372.80
FIREFIGHTER	MAXIMUM	39,603.20	40,206.40	41,412.80	42,660.80
	BI-WEEKLY	1,523.20	1,546.40	1,592.80	1,640.80
ASSISTANT DRIVER	MAXIMUM	41,641.60	42,265.60	43,534.40	44,844.80
	BI-WEEKLY	1,601.60	1,625.60	1,674.40	1,724.80
FIRE ENGINEER	MAXIMUM	43,638.40	44,283.20	45,614.40	46,987.20
	BI-WEEKLY	1,678.40	1,703.20	1,754.40	1,807.20
FIRE LIEUTENANT AND FIRE INSPECTOR	STEP 4	45,926.40	46,612.80	48,006.40	49,441.60
	BI-WEEKLY	1,766.40	1,792.80	1,846.40	1,901.60
FIRE LIEUTENANT AND FIRE INSPECTOR	MAXIMUM	47,548.80	48,256.00	49,712.00	51,209.60
	BI-WEEKLY	1,828.80	1,856.00	1,912.00	1,969.60
FIRE CAPTAIN AND SENIOR INSPECTOR	STEP 4	50,523.20	51,272.00	52,811.20	54,392.00
	BI-WEEKLY	1,943.20	1,972.00	2,031.20	2,092.00
FIRE CAPTAIN AND SENIOR INSPECTOR	MAXIMUM	52,312.00	53,102.40	54,704.00	56,347.20
	BI-WEEKLY	2,012.00	2,042.40	2,104.00	2,167.20
SENIOR CAPTAIN	STEP 4	54,267.20	55,078.40	56,721.60	58,427.20
	BI-WEEKLY	2,087.20	2,118.40	2,181.60	2,247.20
SENIOR CAPTAIN	MAXIMUM	56,243.20	57,096.00	58,801.60	60,569.60
	BI-WEEKLY	2,163.20	2,196.00	2,261.60	2,329.60
BATTALION CHIEF, FIRE MARSHALL AND TRAINING OFFICER	STEP 4	58,073.60	58,947.20	60,715.20	62,545.60
	BI-WEEKLY	2,233.60	2,267.20	2,335.20	2,405.60
BATTALION CHIEF, FIRE MARSHALL AND TRAINING OFFICER	MAXIMUM	60,132.80	61,027.20	62,857.60	64,750.40
	BI-WEEKLY	2,312.80	2,347.20	2,417.60	2,490.40

Agreement between the City of Livonia
and the Livonia Fire Fighters Union
December 1, 1993 - November 30, 1996

32. SALARY RATES (Continued)

- B. Effective December 1, 1987, 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.

33. FOOD ALLOWANCE

During the term of this Agreement, each Employee shall receive a food allowance of nine hundred dollars (\$900.00) 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 EXPENSES

- 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.

35. MAINTENANCE OF CONDITIONS (Continued)

- 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, 1993 and shall continue in full force and effect until November 30, 1996.

- A. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date of November 30, 1996, 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, 1996, 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.

Agreement between the City of Livonia
and the Livonia Fire Fighters Union
December 1, 1993 - November 30, 1996

37. EFFECTIVE DATE, TERMINATION AND MODIFICATION (Continued)

- C. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail, if to the Union at Fire Headquarters, 12300 Middlebelt Road, Livonia, Michigan 48150, and if to the Employer, addressed to City Council and the Civil Service Commission, City Hall, 33000 Civic Center Drive, Livonia, Michigan 48154, or to any such address as the Employer may make available.

38. RESIDENCY

Section 10.3 Residence Requirement of the Rules and Regulations of the Civil Service Commission of the City of Livonia shall remain in full force and effect during the life of the collective bargaining contract. "Residence" shall continue to be defined as set forth in Rule 3 of said Rules and Regulations.

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 of nine hundred dollars (\$900.00).

40. EMT BONUS (Continued)

- B. All Employees in the Inspection Division who have received their State Inspector Certificate will receive a yearly bonus equal to the EMT Bonus set forth in Paragraph A, above 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 following 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.

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 for the period December 1, 1993 - November 30, 1996. 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.

42. LEGAL EXPENSES (Continued)

- 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 pursue and complete a course of study in Fire Science at an accredited school by earning an Associate Degree or a Bachelor of Arts or Science degree in Fire Science, the City will provide an annual payment to said Employee, on November 30 of each year, in accordance with the following schedule:

AA Degree \$500.00

BA/BS Degree \$750.00

- 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,

45. PERSONNEL ON DUTY (Continued)

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

An individual who has been temporarily assigned to a higher classification on a prescheduled basis shall be considered as being in the higher classification for purposes of determining whether the above twenty-one (21) personnel provision has been applied.

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. A vacancy in the Shift Commander position will be filled, if possible, from the classifications of Battalion Chief, Senior Captain, or Captain. A vacancy in an officer's position will be filled, if possible from the classifications of Senior Captain, Captain, or Lieutenant. A vacancy in the Engineer or Assistant Driver classifications will be filled, if possible, from those classifications. A vacancy in the Fire Fighter classification will be filled from that classification. An attempt will be made to equalize call-in overtime within the classification groupings set forth above.

45. PERSONNEL ON DUTY (Continued)

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.

- C. When the City calls back personnel pursuant to this Section 43., said call back shall be pursuant to the call back procedure set forth in Appendix B.

Agreement between the City of Livonia
and the Livonia Fire Fighters Union
December 1, 1993 - November 30, 1996

The Union acknowledges that the Union Local 1164 Bargaining team approved this Agreement on June 26, 1995.

The City acknowledges that the Civil Service Commission of the City of Livonia approved this Agreement on 8/30/95.

The City acknowledges that the City Council of the City of Livonia approved this Agreement on 9/13/95.

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

CITY OF LIVONIA, a Michigan
Municipal Corporation

By: Michael A. Riest
Its President

By: Robert D. Bennett
Robert D. Bennett, Its Mayor

By: Alan W. Bannock
Its Vice-President

By: Joan McCotter
Joan McCotter, Its City Clerk

By: Paul J. DeNapoli
Its Secretary

CIVIL SERVICE COMMISSION

By: James B. Montgomery
Its Treasurer

By: Robert F. Biga
Robert F. Biga, Chairman

By: Ronald E. Campau
Ronald E. Campau, Commissioner

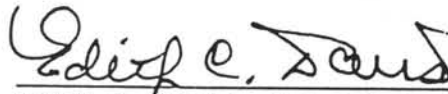
By: Charlotte S. Mahoney
Charlotte S. Mahoney, Commissioner

Agreement between the City of Livonia
and the Livonia Fire Fighters Union
December 1, 1993 - November 30, 1996

REVIEWED AND APPROVED FOR
ACCURACY AND FORM.



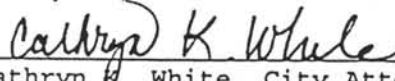
Ronald J. Engle, Fire Chief



Edith C. Davis, Personnel Director



Michael T. Slater, Finance Director



Cathryn G. White, City Attorney



George T. Roumell, Jr., Attorney

THE FOLLOWING APPENDIX

IS INCORPORATED AND MADE A PART OF THIS AGREEMENT

Agreement between the City of Livonia
and the Livonia Fire Fighters Union
December 1, 1993 - November 30, 1996

APPENDIX A
THE BLOCK SYSTEM
Jointly Adopted by
Fire Chief Calvin Roberts,
Representatives of the Livonia Fire Officers Association,
and Representatives of the Livonia Fire Fighters Association
and
The Civil Service Commission
on
October 15, 1963

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 Block System:

All of the men in the Fire Department, as of the date of the adoption of the Charter Amendment, were placed in Blocks of ten according to their classification and their relative order of seniority.

3. Promotions:

All promotions must be made from the next lowest classification and by way of seniority from the next block in said classification. The top man in that block will receive the promotion unless he is by-passed in accordance with paragraph 4 of this outline. A man may waive his right to promotion by a letter being addressed to the Civil Service Commission, however, any waiver being given by the top man in a particular block shall not prejudice his rights to the next promotion.

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

APPENDIX A (Continued)
THE BLOCK SYSTEM

desire to recommend a man for promotion or classification change due to his lacking certain requirements or experience, then he may by-pass this man. In order to effect a by-pass, he must explain his actions in writing to the Civil Service Commission and the individual affected thereby. The man shall have the right of appeal through the Commission and any decision of the Civil Service Commission shall be binding.

A man who is by-passed shall remain in the original Block and shall always be first considered for any promotion to a higher classification each time he may be by-passed thereafter in accordance with this clause.

Notwithstanding the by-pass provision, all men in the highest Block must be promoted before promotions from the next lowest Block may be affected.

5. Demotions:

Any demotions shall be in accordance with Rule 27 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. Upon being demoted to this classification, the Employee shall return to his original block and position in the block for this classification. The classification to which demoted and the period of time during which a man cannot be promoted are subject to the affirmation, modification or revocation by the Civil Service Commission if there is an appeal from the Order. This is in accordance with Rule 27 cited above.

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 original Block and Classification.

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

APPENDIX A (Continued)
THE BLOCK SYSTEM

seniority. Upon transferring or being promoted to a new division, the man's classification will be changed to that as established by the Civil Service Commission. A man who elects to accept a transfer or promotion will be placed in a new block 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 the Block and classification from which he was transferred or promoted and the time spent on probation will be credited to the classification returned to. 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 Block 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 Fireman as determined by seniority in the Fireman Blocks. Although promoted to these specialized classifications, employees would continue in the Fireman Blocks with the same seniority positions they had as Fireman. The Fireman Blocks shall henceforth have the following designation: Fireman (including Fire Apparatus Mechanic and Fire Engineer positions).

9. Promotion to the Classification of Training Officer:

Promotions to the classification of Training Officer shall be based upon the provisions of the Block System and the following provisions shall apply:

- (A) Personnel holding classification of Training Officer shall be eligible for promotion to Assistant Chief, Battalion Chief, or Senior Captain provided they meet the current seniority requirements for the position.
- (B) Persons holding the position of Training Officer may only transfer to the position of Battalion Chief based upon their seniority in the "Block System".

APPENDIX A (Continued)
THE BLOCK SYSTEM

10. Promotion to the Classification of Assistant Fire Chief:

Paragraphs 1 - 9 above notwithstanding, the following procedure will be used to fill vacancies in the classification of Assistant Fire Chief effective December 1, 1981.

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

APPENDIX B

In Accordance with the Agreement between the City of Livonia
and the Livonia Fire Fighters Union

OVERTIME CALL-BACK PROCEDURES TO COMPLY
WITH SECTION 45 OF AGREEMENT

The procedure set forth below shall be used when the
manpower on duty falls below twenty-one (21) persons, and there is an
obligation pursuant to Section 45 to call-back employees to return to
twenty-one (21).

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-back payments shall not apply to employees who work Kelly days as
a result of trading Kelly days with other employees.

1. Beginning with the initial date of the 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, who had indicated a
desire to work overtime pursuant to the provisions of Paragraph 3
below, subject to the provisions of Paragraph 15 below.
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.
2. It will be the responsibility of each Shift Commander to
establish similar call-back lists for the respective shift and to
call back the appropriate employees when required, consistent
with the provisions of Section 45, to maintain a strength of
twenty-one (21) employees on duty.
3. Personnel desiring to work overtime must signify this in writing
to their Shift Commander and arrange to be included on the
overtime eligibility list, which shall be compiled at the
beginning of each contract year. If an individual, who has not
indicated a desire to work overtime and to be placed on the
overtime eligibility list in an earlier contract year after being
given the opportunity to do so, subsequently indicates a desire

APPENDIX B (Continued)
OVERTIME CALL-BACK PROCEDURES TO COMPLY
WITH SECTION 45 OF AGREEMENT

- to be placed on the overtime eligibility list, such individual shall be placed on the eligibility list with the placement being based upon being charged the average number of overtime hours worked by employees on the individual's shift since the beginning of the contract.
4. Call-backs will be made from employees on Kelly Days on the day on which the overtime is to be worked. If there are no available employees on the shift who are on Kelly days, then the call-back will be from an employee on the other shift, provided that as a result of acceptance of said call-back, the employee is not scheduled for three consecutive days of work. If there are no eligible employees for the call-back or if no eligible employee accepts the call-back, regardless of the application of Section 43, the City shall place equipment out of service.
 5. Any personnel accepting overtime must report for work within one (1) hour from the time notified.
 6. 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.
 7. Overtime will start from sign-in time at the assigned station.
 8. When an employee works a turn, he will be charged for the overtime hours worked.
 9. If an employee refuses to work a turn when called, the employee will be charged for the overtime hours that the employee would have worked if the employee had responded to the given call-back.
 10. No mileage will be paid for any call-back.
 11. A yearly cap of 1,100 hours worked only will be used. The yearly cap will be calculated from a December 1 to November 30 basis. There will be no carryover of the yearly cap from one contractual year to another. When this limitation is expended, the Department will revert to placing equipment out of service.
 12. Minimum manning call-back overtime shall not be considered or included in the computation of Act 604 overtime.

Agreement between the City of Livonia
and the Livonia Fire Fighters Union
December 1, 1993 - November 30, 1996

APPENDIX B (Continued)
OVERTIME CALL-BACK PROCEDURES TO COMPLY
WITH SECTION 45 OF AGREEMENT

13. 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 call-back overtime for this period.
14. If an employee is not called back based upon the employee's accumulated overtime hours, said employee will be given the next call-back overtime opportunity and shall not be paid for the missed overtime.
15. An individual who is hired while the overtime eligibility list referred to above is in effect shall be eligible for said overtime and shall be placed on said list if they so signify in writing to their shift commander, with their placement being based upon being charged the average number of overtime hours worked by employees on the respective shift.
16. These procedures and the provisions of Paragraph 12, which are provided for in Section 45 of the parties' applicable Agreement, shall become effective December 1, 1991. For the purposes of Paragraph 2 above, the overtime lists for the 1993-96 contract period will become effective December 1, 1991, provided that the position of the employees on the call-back list shall be based upon the accumulated charged overtime hours charged since December 1, 1990. If there are no charged hours, then the senior employee will be called back first.
17. The City shall have no retroactivity obligation prior to the date the Agreement is signed as to the call-back of officers.

STATUS OF BLOCK SYSTEM
AS OF JUNE 30, 1995

BATTALION CHIEF

BLOCK 1

1. Schaffer, Charles
2. Clark, Wilfred
3. Folsom, Donald-E.
4. Theisen, Gerald
5. (Ward, Carl)
6. Hoyt, Harold
7. Keenig, William
8. Klein, Richard
9. Day, Robert
10. Gatterall, Joseph

BLOCK 2

1. Davis, Robert
2. Letourneau, Millard
3. Kuesera, John
4. Walley, Harold-Dale
5. Gowden, James
6. Buehholz, Bruce
7. Schwartz, Thomas
8. Raee, Richard
9. Wilson, Hanson
- 10.

BLOCK 1

1. Ward, Carl
- (Jaekman, George)
- (Hoyt, Harold)
- Scott, Arthur
- Donnelly, Donald
- Hewell, Francis
- Eddleman, Billy-Ray
- Ther, Jaek-W.
- Rynicki, Robert
- 10.

TRAINING OFFICER

FIRE MARSHAL

BLOCK 1

1. Perry, Farvard
2. (Bunk, John)
3. Kovarik, Theodore
4. Sawyer, Aiden
5. Gardner, Phillip
6. Klirger, Arnold
7. Whitehead, Rockney
- 8.
- 9.
- 10.

SENIOR CAPTAIN

BLOCK 1

1. (Theisen, Gerald)
2. (Ward, Carl)
3. (Jaekman, George)
4. -Arnold, Bruce
5. (Hoyt, Harold)
6. (Keenig, William)
7. (Scott, Arthur)
8. (Klein, Richard)
9. -Harley, Alexander
10. Komos, Joseph

BLOCK 2

1. (Day, Robert)
2. Hyduk, Richard
3. Glaney, Richard
4. Abraham, Ronald
5. (Gatterall, Joseph)
6. (Davis, Robert)
7. (Letourneau, Millard)
8. (Kuesera, John)
9. (Walley, Harold-Dale)
10. Waldeck, Louis-L.

BLOCK 3

1. (Eddleman, Billy-Ray)
2. (Gowden, James)
3. Cox, Richard-Sr.
4. McMahon, Jerome
5. (Buehholz, Bruce)
6. (Schwartz, Thomas G.)
7. Szesak, Dennis---
8. (Raee, Richard)
9. (Wilson, Hanson)
10. DeWachter, Ronald

BLOCK 4

1. Kenny, Kenneth

CAPTAIN BLOCKS

BLOCK 1

1. (Peffy, Faffard)
2. (Schaffery, Charles)
3. (Clark, Wilfred)
4. New, Emerson
5. (Folsom, Donald)
6. (Theisen, Gerald)
7. (Ward, Carl)
8. (Jackman, George)
9. Sarinopoulos, Ar
10. Keene, Jack

BLOCK 2

1. (Arnold, Bruce)
2. Matthews, James
3. Rohder, Kenneth
4. (Hoyt, Harold)
5. (Keenig, William)
6. (Seott, Arthur)
7. (Klein, Richard)
8. Maynard, Donald
9. (Harley, Alexander)
10. Kytter, Winston

BLOCK 3

1. Ramin, Donald
2. Nelson, John
3. McGehee, Glenn
4. Wagensehutz, Charles
5. Garseadden, Donald
6. (Kemos, Joseph)
7. (Day, Robert)
8. (Hyduk, Richard)
9. (Donnelley, Donald)
10. Keene, Donald

BLOCK 4

1. Gross, Wallace
2. Baggett, James
3. (Glancy, Richard)
4. Wilson, William
5. Burke, Barry *
6. Brandemuhl, Alan, Sr
7. (Abraham, Ronald)
8. Viek, Kenneth
9. (Gatterally, Joseph)
10. Ridner, Robert

BLOCK 5

1. (Davis, Robert)
2. Sprader, Richard
3. (Letourneau, Millard)
4. (Howell, Francis)
5. (Kuesera, John)
6. (Walley, Harold)
7. (Waldoek, Louis, Sr)
8. (Eddlemont, Billy-Ray)
9. Deiehart, Victor **
10. Buehfinck, Alvin **

BLOCK 6

1. (Gowder, James)
2. (Gox, Richard, Sr)
3. (McMahon, Jerome)
4. (Buehholz, Bruce)
5. (Schwartz, Thomas)
6. Gox, Richard, Jr **
7. (Szezak, Dennis)
8. (Thor, Jack, W)
9. (Raeer, Richard)
10. (Wilson, Hanson)

BLOCK 7

1. (DeWachter, Ronald)
2. Selamina, Richard
3. (Rynicki, Robert)
4. (Kenny, Kenneth)
5. Beach, Vernard H.
6. Urban, James
7. (Williamson, Joel)
8. James, Dennis
9. Campbell, Harry
10. Henzi, Eugene

BLOCK 8

1. Gyorke, Thomas
2. Smoter, David
3. Roberts, Charles
4. Hurley, Raymond
5. Horgan, Kenneth P.
- 6.
- 7.
- 8.
- 9.
- 10.

SENIOR INSPECTOR

1. (Bunk, Jehn)
2. Newstead, Robert
3. (Kovarik, Theodore)
4. (Sawyer, Alden)
5. Burke, Barry
6. (Gardner, Phillip)
7. (Klinger, Arnold)
8. (Whitehead, Rockney)
9. Williamson, Joel
- 10.

FIRE INSPECTOR BLOCK

BLOCK 1

1. (Newstead, Robert)
2. (Kovarik, Theodore)
3. (Sawyer, Alden)
4. (Komes, Joseph)
5. (Donnelley, Donald)
6. (Abraham, Ronald)
7. (Burke, Barry)
8. (Gardner, Phillip)
9. (Klinger, Arnold)
10. (Whitehead, Rockney)

BLOCK 2

1. (Williamson, Joel)
2. Corcoran, James
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

LIEUTENANT BLOCKS

BLOCK 1

1. (Peffer, Farfard)
2. (Schaffery, Charles)
3. (Clark, Wilfred)
4. (New, Emerson)
5. (Folsom, Donald)
6. (Theisen, Gerald)
7. (Ward, Carl)
8. (Jaekman, George)
9. (Sarinopoulos, Anthony)
10. (Keene, Jaek)

BLOCK 2

1. (Arnold, Bruce)
2. (Matthews, James)
3. (Rehder, Kenneth)
4. (Heyt, Harold)
5. (Keenig, William)
6. (Scott, Arthur)
7. (Kovarik, Theodore)
8. (Klein, Richard)
9. (Maynard, Donald)
10. (Harley, Alexander)

BLOCK 3

1. (Kyte, Winston)
2. (Ramin, Donald)
3. (Nelson, John)
4. (Sawyer, Alder)
5. (McGhee, Glenn)
6. (Wagenschutz, Charles)
7. (Garseadden, Donald)
8. (Komesy, Joseph)
9. (Day, Robert)
10. (Hyduk, Richard)

BLOCK 4

1. (Donnelley, Donald)
2. (Keene, Donald)
3. (Cross, Wallace)
4. (Baggott, James)
5. (Glancy, Richard)
6. (Wilson, William)
7. (Burke, Barry)
8. (Brandemihly, Alary-Sfr)
9. (Abraham, Ronald)
10. (Viek, Kenneth)

BLOCK 5

1. (Gatterall, Joseph)
2. (Ridner, Robert)
3. (Davis, Robert)
4. (Sprader, Richard)
5. (Letourneau, William)
6. (Howell, Francis)
7. (Kuesera, John)
8. (Walley, Harold)
9. (Waldeck, Louis-Sfr)
10. (Gardner, Phillip)

BLOCK 6

1. (Eddleman, Billy-Ray)
2. (Deichert, Vietor)
3. (Buehfiner, Alvin)
4. (Gowder, James)
5. (Gox, Richard-Sfr)
6. (McMahon, Jerome)
7. (Klingert, Arnold)
8. (Buehholz, Bruce)
9. (Schwartz, Thomas)
10. (Gox, Richard-Sfr)

BLOCK 7

1. (Szezak, Dennis)
2. (Ther, Jaek)
3. (Race, Richard)
4. (Wilson, Hanson)
5. (DeWachter, Ronald)
6. (Gelomin, Richard)
7. (Rynicki, Robert)
8. (Kenneth, Kenny)
9. (Beach, Vernard)
10. (Urban, James)

BLOCK 8

1. (Whitehead, Rockney)
2. (Williamson, Joel)
3. (James, Dennis)
4. (Campbell, Harry)
5. (Henzi, Eugene)
6. (Gyorke, Thomas)
7. (Smoter, David)
8. (Roberts, Charles)
9. (Hurley, Raymond)
10. (Horgan, Kenneth)

BLOCK 9

1. Howell, Robert D.
2. Carlton, Michael
3. Kerby, Stephen
4. McDonald, Douglas
5. Keith, Thomas
6. (Corcoran, James)
7. Arnold, Gregg
8. Marson, Johnny
9. Schlacht, Bernard
10. Griffiths, Thomas J.

BLOCK 10

1. Theisen, David G.

FIREFIGHTER BLOCKS

(Including Fire Engineer and Assistant Driver Positions)

BLOCK 1

1. (Sehaffery-G)
2. (Clark-W)
3. (Newy-B)
4. (Folsom-D)
5. (Theisen-G)
6. (Ward-B)
7. (Jaekmar-G)
8. (Sarinopoulos-A)
9. (Keene-J)
10. (Arnold-B)

BLOCK 2

1. (Matthews-J)
2. (Burton-F)
3. (Rehder-K)
4. (Hoyt-H)
5. (Keenig-W)
6. (Seott-A)
7. (Kovarik-T)
8. (Klein-R)
9. (Maynard-D)
10. (Harley-A)

BLOCK 3

1. (Kyte-W)
2. (Raminy-D)
3. Stewart-P
4. (Neison-J)
5. (Bunk-J)
6. (Sawyer-A)
7. (Newstead-R)
8. (McGhee-G)
9. (Wagenschutz-G)
10. (Garseeden-D)

BLOCK 4

1. Tewlesten-A
2. (Kemos-J)
3. (Day-R)
4. (Hyduk-R)
5. (Donnelley-D)
6. (Keene-D)
7. (Gross-W)
8. (Baggott-J)
9. (Glaney-R)
10. Buediker-D

BLOCK 5

1. Baggott-G
2. (Wilson-W)
3. (Burke-B)
4. Kievit-R
5. Buekley-B
6. (Richards-D)
7. (Brandemihl-A)
8. (Abraham-R)
9. Kamini-J
10. (Viek-K)

BLOCK 6

1. (Gatterally-T)
2. Keehler-R
3. (Ridner-R)
4. Hulett-W
5. Glaney-B
6. (Davis-R)
7. Proctor-D
8. (Spradery-R)
9. (Lefouneau-M)
10. (Howell-F)

BLOCK 7

1. Fitzpatrick-R
2. Wisery-W
3. (Kuesera-J)
4. Furmanek-G,FS-*
5. (Walley-H)
6. (Waldock-B)
7. Burns-D
8. Wagenschutz-R
9. (Gardner-P)
10. Mergan-R

BLOCK 8

1. (Davis-R)
2. (Eddlemor-B)
3. (Deieherly-V)
4. (Buehfirk-A)
5. Beraghan-A
6. (Gowden-J)
7. (Gony-R,SS-F)
8. Buehholzy-A
9. (McMahon-J)
10. (Klinger-A)

BLOCK 9

1. (Buehholzy-B)
2. (Schwartz, T.)
3. Vourek-J
4. Witkowski-B
5. (Gony-R,SS-JF)
6. Martini-D
7. (Szesak-D)
8. (Ther-J)
9. (Rae-R)
10. (Wilson, H.)

BLOCK 10

1. Parmenter-R
2. (DeWachter, R.)
3. Shaner-R
4. (Golman-R)
5. (Rynicki, R.)
6. Lefler-B
7. Laurie-G
8. Biles-G
9. (Kenny, K.)
10. (Beach, V.)

BLOCK 11

1. Rautola-D
2. (Urban, J.)
3. (Whitehead, R.)
4. (Williamson, J.)
5. Maey-D
6. (James, D.)
7. Vanneste-W
8. (Campbell, H.)
9. (Henzi, E.)
10. (Gyorke, T.)

BLOCK 12

1. Jetkey-D
2. Fusiky-JF
3. Biskner-P
4. Gagley-P
5. (Smoter, D.)
6. (Roberts, C.)
7. Fuller-G
8. Sutley-R
9. Kreski-G
10. (Hurley, R.)

FIREFIGHTER BLOCK (cont'd)

BLOCK 13

1. Keith, T- <
2. (Horgan, K.)
3. (Howell, R.)
4. (Carlton, M.)
5. (Kerby, S.)
6. (McDonald, D.)
7. (Keith, T.) <
8. (North, M) - FE - **
9. (Corcoran, J.)
10. (Guerrin, J)

BLOCK 14

1. (Arnold, G.)
2. (Marson, J.)
3. (Schlacht, B.)
4. (Griffiths, T., III)
5. (Theisen, D.)
6. Ranck, J. FE
7. Beckerleg, R. FE
8. Waldo, L., Jr. FE
9. MacDonald, B. FE
10. Werlinger, R. FE

BLOCK 15

1. Tromblay, R. FE
2. (Graham, J) - AFE
3. Bedene, G
4. Pietraz, J. FE
5. Brandemuhl, A., Jr. FE
6. Willy, J
7. Dufour, J - T
8. Lytle, J
9. Gatterahl, J
10. DeNapoli, P. FE

BLOCK 16

1. Maple, M. FE
2. Walker, A. AFE
3. Riesterer, M. AFE
4. Rivard, C. AFE
5. Legree, F
6. Simmons, R. AFE
7. Baier, D
8. Scott, A. AFE
9. Fabiani, R
10. Bias, T. AFE

BLOCK 17

1. Smilnak, J. AFE
2. Sutliff, R. AFE
3. Merciez, T. AFE
4. Marken, W. AFE
5. Vincent, J. AFE
6. MacDonald, D. AFE
7. (Great, R)
8. (Reister, R)
9. Jones, B
10. LaForest, D.

BLOCK 18

1. Holt, T.
2. Montgomery, J.
3. Jones, K.
4. Miencier, B.
5. Rybinski, R.
6. Kiurski, T.
7. Donnelley, D.
8. Szweczyk, F.
9. Brophy, J.
10. Riesterer, M. J.

BLOCK 19

1. Lee, D.
2. Fesler, E.
3. Christy, B.
4. Egged, J.
5. Graham, S.
6. Eizen, G.
7. Harmon, A.
8. Unruh, J.
9. Conti, J.
10. Covalle, J.

BLOCK 20

1. Whitehead, S.
2. Scheske, G.
3. Orzech, J.
4. Pilate, K.
5. Kelly, M.
6. Unsworth, J.
7. BO, K.
8. Clark, T.
9. Bostator, D.
10. Rottman, D.

BLOCK 21

1. Maurier, M.
2. DeFiore, J.
3. Fedewa, D.
4. Magda, M.
5. Ream, M
6. McGuffin, M.
7. Bailey, M.
- 8.
- 9.
- 10.

LEGEND

- () Promotion or Lateral Transfer
 ---- Termination
 * Voluntary Demotion
 ** Waived Promotion
 < Terminated Reinstated
 { } Recalled to previous position
 + Bypassed by Chief

Agreement between the City of Livonia
and the Livonia Fire Fighters Union
December 1, 1993 - November 30, 1996

INDEX

SECTION	TITLE	PAGE
18	BEREAVEMENT LEAVE	25
20	BUDDY RELIEF SYSTEM	27
30	BULLETIN BOARD	40
29	CLOTHING	39
8	COMPUTATION OF BACK WAGES	15
17	CONVERTING LEAVE BANKS UPON DIVISION TRANSFER	25
9	DISCIPLINARY PROCEDURE	15
34	EDUCATION EXPENSES	46
44	EDUCATIONAL BENEFIT	50
37	EFFECTIVE DATE, TERMINATION & MODIFICATION	47
41	EMPLOYEE FITNESS PROGRAM	49
40	EMT BONUS	48
33	FOOD ALLOWANCE	46
7	GRIEVANCE PROCEDURE	10
13	HOLIDAYS	17
24	HOSPITALIZATION - MEDICAL COVERAGE	30
25	INSURANCE COVERAGE	35
23	KELLY DAY TRADES	29
11	LAYOFFS	17
42	LEGAL EXPENSES	49
27	LIMITED DUTY	37
28	LONGEVITY PAY	38
39	LOSS OF SENIORITY	48
2	MANAGEMENT RIGHTS	2
35	MAINTENANCE OF CONDITIONS	46

Agreement between the City of Livonia
and the Livonia Fire Fighters Union
December 1, 1993 - November 30, 1996

INDEX (Continued)

SECTION	TITLE	PAGE
26	ON DUTY INJURY	36
14	OVERTIME	18
43	PAYMENT IN LIEU OF PROMOTION	50
31	PENSIONS	41
12	PERSONAL BUSINESS	17
45	PERSONNEL ON DUTY	50
10	PROMOTIONS	16
	PURPOSE AND INTENT	1
1	RECOGNITION OF UNION	2
6	REPRESENTATION	9
38	RESIDENCY	48
32	SALARY RATES	45
36	SAVINGS CLAUSE	47
19	SCHEDULE OF HOURS	26
16	SICK LEAVE	24
21	TEMPORARY ASSIGNMENTS	27
22	TRANSFERS	28
5	UNION DUES	5
3	UNION RESPONSIBILITIES	5
4	UNION SECURITY	5
15	VACATIONS	22
	APPENDIX A	A-1
	APPENDIX B	B-1

