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11/30/2000

AGREEMENT

between



CITY OF LIVONIA

and

LSA

LIVONIA POLICE LIEUTENANTS AND SERGEANTS ASSOCIATION

Approved, City of

December 1, 1997 to November 30, 2000

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AGREEMENT BETWEEN THE CITY OF LIVONIA
AND THE
LIVONIA POLICE LIEUTENANTS AND SERGEANTS ASSOCIATION
December 1, 1997 through November 30, 2000

THIS AGREEMENT entered into on this 8th day of December, 1997 between the City of Livonia, a Michigan Municipal Corporation (hereinafter referred to as the Employer or the City), and the Livonia Police Lieutenants and Sergeants Association (hereinafter referred to as the Association).

NOTE: The headings used in this Agreement and Exhibits neither add to nor subtract 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, and the Employees, and Association, 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 Association 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 Association that the City is legally and morally obligated to provide equal opportunity, consideration and treatment of all Employees of the City, and to establish policies and regulations that will insure such equalities of opportunity, consideration and treatment of all persons employed by the City in all phases of the employment process; and

WHEREAS, to this end, basic rights and equities of Employees are established through the City Charter, Ordinances and Resolutions of the City Council, and Rules and Regulations of the Civil Service Commission; and

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

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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 ASSOCIATION

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 Association as the exclusive representative
for the purpose of collective bargaining, in respect to rates of pay,
hours of employment, and other terms and conditions of employment for
the term of this Agreement, of all Employees of the Police Division of
the Department of Public Safety of the Employer and who hold the rank
of Sergeant, Senior Sergeant, Lieutenant or Senior Lieutenant.

2. MANAGEMENT RIGHTS

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

C. The City has the right to schedule overtime work as required,
consistent with the provisions set forth in Article 15.

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

E. The City reserves the right to classify 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,
redress may be sought through the grievance procedure set forth in
Article 7.

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

G. The City reserves the right, in accordance with Article 11 Layoffs to lay off for lack of work or funds, or the occurrence of conditions beyond the control of the City or when such continuation of work would be wasteful and unproductive.

H. No policies and 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 for 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 administering a merit system of employment, 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 division.
- (6) The responsibilities of Department Heads governed by Charter provisions, ordinances and Civil Service rules:
 - (a) to hire, assign, transfer and promote Employees to positions within the agency;
 - (b) to suspend, demote, discharge or take other disciplinary action against Employees;
 - (c) to relieve Employees from duties because of lack of work or lack of funds;

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- (d) to determine the methods, means, and personnel necessary for departmental or agency operations;
 - (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 Insurance and Disability Plan.
- I. The Police Chief may, at his discretion, convene a disciplinary review board consisting of at least two (2) administrative officers with the rank of Captain or higher to review the circumstances in any contemplated disciplinary action against a Sergeant or Lieutenant and, based upon this review, make an advisory recommendation to the Police Chief that the charges are founded or unfounded. Members of the Association assigned to investigate charges against other members of the Association shall not be required to recommend a penalty. Due consideration will be given to the request of the employee in convening such a board, but in any case the final decision shall be that of the Police Chief.

3. ASSOCIATION RESPONSIBILITIES

The Association, 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 shall be performed under State and Local Law for and in the public interest and are essential to the public welfare. The Association, its officers and members, separately or collectively, shall neither cause nor counsel its members, or any of them, either directly or indirectly, to strike, or participate in any interruption to the work, or participate in any work slowdown or otherwise interfere with any of the services of the City of Livonia. The occurrence of any such prohibited acts or actions by the Association shall be deemed a violation of this Agreement. The Association shall not be liable, however, for the

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acts or actions hereinbefore enumerated, not caused or authorized directly or indirectly by the Association. In any event, whether or not the Association is liable for such acts or actions, any Employee who commits any of the acts prohibited in this article may be subject to discharge or other disciplinary action, as may be applicable to such Employee.

- B. That Association business shall not be conducted during working hours or in City work areas, except as otherwise provided for in this Agreement.

4. ASSOCIATION SECURITY

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

- A. At the time this Agreement becomes effective, employees covered by this Agreement and who are members of the Association shall be considered active members, and their voluntary dues deduction authorizations will be honored by the City.
- B. Employees who are members of the Association or are paying dues to the Association at the time this agreement becomes effective, or who subsequently become members or pay dues, will be required as a condition of continued employment to continue paying dues for the duration of the Agreement.
- C. In any case, any Employee who is either a member of the Association or is paying periodic dues to the Association may upon giving written notice to the City and the Association, at least thirty (30) days prior to the expiration of this Agreement, withdraw from the Association and/or terminate the further collection of such fees and dues.
- D. The address and phone number of any Employee shall be kept confidential except as is necessary for law enforcement purposes, at the discretion of the Police Chief or his designee. City paychecks will conform with the provisions of this Article upon the effective date of this Agreement.

5. ASSOCIATION DUES

- A. Payment by Payroll Deduction. In accordance with the provisions of this Agreement relating to Association security (see Article 4 above), those Employees who desire to or are required to tender an initiation fee and periodic membership dues shall sign a written authorization in this regard.

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- B. When Deductions Begin. Payroll deductions under all properly executed written authorizations 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 Association with a list of those 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/she is no longer an Employee of the bargaining unit (by reason of death, quit, discharge, layoff, transfer, or for any other reason). The Association 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. Solicitation Prohibited. Neither the Association nor its members shall intimidate or coerce any Employee with respect to his/her right to work or with respect to Association activity or membership.
- F. Deductions. The City agrees to deduct union membership dues and any special assessment levied in accordance with the Constitution and the By-Laws of the Association.

6. REPRESENTATION

- A. 1. The President and other officers of the Association shall be allowed reasonable time off during working hours without loss of time or pay to conduct negotiations and handle grievance matters, with the approval of the Officer-in-Charge or Police Chief. During 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 Police Division.
- 2. Subject to the operational needs of the Department, the Association shall be allotted a yearly bank (December 1 - November 30) of up to one hundred twenty (120) hours for the President or his designee to attend seminars.

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- B. The City will utilize Police Reserve Officers as it has in the past. In addition, reserve officers may be assigned to other police activities at the discretion of the Police Chief in conjunction with regular Police Officers, who in such cases, will be selected from an advance posted overtime detail. Reserve Officers shall not replace regular Police Officers in their normal assignments. Nothing shall prevent the City without limitations to utilize reserve officers in the event of natural disasters, riots, civil disasters, or emergencies.

7. GRIEVANCE PROCEDURE

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

Step One. The Employee shall take up the grievance verbally with the Officer-in-Charge (Section administrator - Captain or Lieutenant, as appropriate) within ten (10) working days of the date of the grievance. If the grievance is not resolved, he/she shall report the same to the President or appointed committee who shall verbally take up the grievance with the Officer-in-Charge. If the Employee wishes the Association to handle the grievance from the beginning, this may be done. In any case, the Officer-in-Charge shall verbally respond to the last presentation of the grievance within five (5) working days.

Step Two. If the grievance in Step One is not resolved, it shall be reduced to writing and submitted to the Police Chief within seven (7) working days after the oral answer from the Officer-in-Charge in Step One. The Police Chief or designee shall respond in writing within seven (7) working days.

Step Three. If the grievance is not resolved at Step Two of the grievance procedure, the grievance shall be submitted within seven (7) working days to the Labor-Management Committee which shall meet on the grievance within fourteen (14) working days. The Labor-Management Committee shall review all grievances not satisfactorily resolved at Step Two, before being submitted to the Civil Service Commission, or to arbitration as applicable. The Labor-Management Committee shall be composed of representatives from the Union and Management. If the committee mutually decides to settle a grievance, the settlement shall be binding on all parties. If the committee cannot decide to settle a grievance, either party may advance the grievance to the next step of the grievance procedure as provided in the agreement.

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Step Four. If the grievance is not resolved at Step Three of the grievance procedure, the grievance shall be submitted within thirty-five (35) calendar days to the Civil Service Commission which shall meet on the grievance within two (2) weeks after receipt of the grievance. 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 respond within five (5) calendar days after having conducted its hearing with respect to the same. At the Association request, Step Four may be waived with the concurrence of the Civil Service Commission.

Step Five.

- (a) In the event the grievance is not resolved in Steps 1-4, either the City or the Association may appeal the grievance to arbitration by written notice within twenty (20) calendar days after the Civil Service Commission renders its decision. The party requesting the arbitration shall, concurrent with notification to the other party, file a demand for arbitration with the American Arbitration Association in accordance with the applicable rules and regulations of that Association.
 - (b) The approved expenses and fees incident to the services of the arbitrator shall be paid by the parties equally.
 - (c) The arbitrator shall have the authority and jurisdiction to interpret and apply the collective bargaining agreement with respect to the grievance in question, but he shall not have the power to alter or modify the terms of this Agreement.
 - (d) The arbitrator shall submit his decision, in writing, within thirty (30) days after the conclusion of the hearings, and the decision of the arbitrator so rendered shall be final and binding upon the Employees involved, the Union and its members, and the City.
- B. Any grievance not appealed in writing from the decision at any of the first four (4) steps under the Grievance Procedure to the next step within the time prescribed shall be considered settled on the basis of the last decision.
- C. If an Employee during 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.

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- D. Any grievance settlement shall be made in accordance with the terms and spirit of this Agreement.
- E. When one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case.
- F. Representatives designated or selected for the purpose of collective bargaining by the majority of the Police Lieutenants and Sergeants Association, in a unit appropriate for this purpose, shall be the exclusive representatives of all the Employees in such unit for the purpose of collective bargaining with respect to rate of pay, wages, hours of employment, or other conditions of employment, and shall be so recognized by the City of Livonia; provided, that any individual Employee, at any time, may present grievances to the Chief of Police and have the grievance adjusted without intervention of the Association representative, if the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect; and, provided, that the Association representative has been given the opportunity to be present at such adjustment.
- G. When a grievance of any Employee affects a number of Employees and concerns matters which are similar in nature, such a grievance may be submitted in writing directly to the Police Chief, in accordance with Step Two, as a representative grievance, the disposition of which would be applicable to other Employees similarly affected.
- H. Notwithstanding the available steps under the present grievance procedure, in the event of a clear case of emergency, as determined by the Executive Board of the Association, the Employee can submit the grievance directly to the Police Chief who will then decide whether or not to waive the preceding grievance step(s). If the Police Chief waives Step One and/or Step Two of the grievance procedure, he will then submit the grievance in accordance with Step Three of the grievance procedure.

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. With regard to oral or written reprimands, an

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Employee may request the application of the Grievance Procedure for the purpose of reviewing such reprimands. Oral and written reprimands shall be removed from an Employee's records on the second anniversary of their issuance. The foregoing shall not apply to any other form of disciplinary action.

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

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

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

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

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

It is further agreed that when an officer is informed of charges by the Chief's office that the Association shall be notified in writing of the officer's name and that he/she is being charged. The specific charges are not to be mentioned in the notification. The decision of the Chief may be appealed in accordance with the provisions set forth in the Charter of the City of Livonia which, for the information of Employees covered under this Agreement, is as follows:

(CITY CHARTER, CHAPTER V, SECTION 16j)

Any employee or officer in the classified Civil Service may be removed, suspended, or demoted by

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

The charged officer, may appeal such order as described above, through an arbitration proceeding, in lieu of an appeal to the Civil Service Commission. The procedure shall be outlined in Article 7, Section A, Step Five, except that written notice of intent to arbitrate shall be served on the Civil Service Commission office within twenty (20) days of any penalty imposed.

The charged officer may take such other action as provided under the law, should the appeal to the Civil Service Commission be denied.

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

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

- C. Complaints of a Criminal Nature. It is recognized that criminal complaints against Police Officers must be investigated in order

to preserve the integrity of the profession. This investigation shall be carried out in an expeditious and professional manner. Further, the constitutional rights of those involved shall be preserved.

10. PROMOTIONS

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

- A. In the promotional examinations for Lieutenant, Captain and Deputy Chief the following qualifications for entrance to these examinations shall apply during the term of this Agreement.

Lieutenant

This examination is open only to employees of the City of Livonia, who, at the closing date of this examination, are employed in the Police Division of the Department of Public Safety as a Senior Sergeant or have regular status in the classification of Sergeant and, have had at least four (4) years of experience, immediately preceding the closing date of the examination, as Sergeant in the City of Livonia.

Captain

This examination is open only to Employees of the City of Livonia who, at the closing date of this examination, are employed as a Senior Lieutenant or Lieutenant in the Police Division of the Department of Public Safety and have regular status in the classification of Lieutenant.

Deputy Chief

This examination is open only to employees of the City of Livonia who are in the Police Division of the Department of Public Safety, holding the rank of Captain, or at the discretion of the City other supervisory groups within the division. The City agrees to fill the position of Deputy Chief by promotion from within the City only. The City may select, for the position of Deputy Chief, from the top three candidates on the eligible list.

- B. Should the Civil Service Commission consider any changes in the parts and weights for the promotional examination for Lieutenant only, the Association will be advised of any contemplated changes and afforded the opportunity to discuss the matter with the

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Commission before formal action by the Commission. This provision shall not be applicable to any promotions above the rank of Lieutenant.

- C. In promotional examinations for Lieutenant and Captain, full service credit shall be given for City service in classifications at the rank of Police Officer or higher. Employees hired as Police Cadets prior to December 1, 1966, shall receive full credit for such service. Employees hired on or after December 1, 1966, shall receive and be credited for seniority points at the rate of one-quarter (1/4) point per year for each completed year of such service.
- D. In those cases in which an officer has left the Police Division twice or more and returned to the Police Division, prior service will not apply in promotional examinations for Lieutenant and Captain either as to seniority points or qualifications. This provision shall not apply retroactively prior to December 1, 1966.
- E. In the promotional examination for Lieutenant, the average of the last three (3) departmental ratings shall be used. Departmental ratings of individual Employees shall be made in January of each calendar year for the preceding calendar year. Such ratings shall be submitted to the rated Employee for signature, and a copy shall be made available no later than January of each calendar year for the preceding year.

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). Application of the foregoing provision shall not preclude reduction in the number of budgeted positions of Sergeant and/or Lieutenant.

12. SENIORITY AND TRANSFERS

- A. In the event of vacancies in bureaus in the classification of Sergeant or Lieutenant which are planned to be filled by transfer of personnel, the Association shall be advised of the vacancies in writing at least fourteen (14) calendar days prior to the filling of such vacancies. The Employees shall have seven (7) calendar days from the written notice to the Association to indicate their interest in the vacancies, provided that the Police Chief may waive such notice and transfer personnel immediately if operating needs of the Police Division require such action. If assignments in the latter case are to exceed

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thirty (30) days, the notification procedure shall then be followed and reassignments may then be made at the discretion of the Police Chief, based on the procedure outlined above.

- B. In making transfer assignments, consideration will be given to fitness for the assigned duties and responsibilities and seniority. Employees shall have the right to discuss with the Police Chief the basis for such assignments. The decision of the Police Chief in the matter of transfer assignments shall be final and not subject to a grievance procedure, except to the extent that the notification and review procedure outlined herein is not followed.

13. SHIFT SELECTION/PATROL BUREAU

- A. Each year officers assigned to the patrol division may select, on a seniority basis, the shift of their choice to begin February 1st. The procedure for said selection and the terms and conditions governing the selection are set forth in Departmental Memorandum #361 negotiated between the parties.

14. 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, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas, 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 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 a Saturday, Christmas Eve or New Year's Eve will fall on Thursday. Any other holidays granted Citywide by administrative action shall be recognized as an additional holiday under this Agreement.
- B. Employees shall be paid by December 10 for all holidays, whether worked or not, in the preceding fiscal year based on the Employees' pay rate as of November 30, with the total amount of holiday pay based on the number of holidays times the rate of compensation.

15. OVERTIME

- A. An Employee who is required to work beyond a regular shift of eight (8) hours shall receive time-and-a-half in cash in accordance with the schedule under Paragraph F of this Article.

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- B. An Employee called back to duty, while off duty or on a leave day or a vacation day, shall be paid in cash for a minimum of four (4) hours pay or at time-and-a-half (1-1/2), whichever is greater, except that an Employee called back for appearances in Livonia 16th District Court shall be paid in cash for a minimum of three (3) hours pay or at time-and-a-half (1-1/2), whichever is greater, further subject to the provisions of overtime set forth in Departmental Memorandum #361.
- C. Employees required to make public speaking engagements during on-duty days (between two duty shifts) shall receive compensation time with a minimum of four (4) hours or at time-and-a-half (1-1/2), whichever is greater. When an Employee is scheduled for a speaking engagement while off duty or on a leave day or vacation day, paragraph B will apply.
- D. An employee who is required to attend a training session, up to two and one-half (2-1/2) hours in a calendar week, immediately before or after regular duty hours within the Police Division, shall receive time-and-a-half (1-1/2) in cash or compensatory time for all hours in such training; provided, however, the midnight shift may attend at its option. When employees are called back to duty for training, paragraph B. will apply. Overtime provisions will apply to off site training when actual training time exceeds eight (8) hours per day, including travel time beyond two and one-half (2-1/2) miles of the City limits of Livonia.

No overtime will be paid when employees are assigned a different shift for on-site training purposes unless the actual training time exceeds eight (8) hours per day. On-site to include within the City limits and Radcliff Center or a successor facility of equal distance.

- E. All overtime can be taken in compensatory time in lieu of cash payment 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 Police Division, to take compensatory time, employees may be paid in cash for any excess over fifty (50) hours.

Compensatory time banks will be reduced to fifty (50) hours by June 1, 1999. Employees with banks of fifty (50) plus hours will take any overtime in pay until their bank is reduced to less than fifty (50) hours.

- F. For the purpose of computing compensatory time or the time for determining payment of time-and-a-half, the following schedule

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will apply for fractions of an hour. This shall also be applicable where more than one (1) hour is worked.

- (1) 14 minutes or less = 0
- (2) 15 minutes up to 29 minutes = 30 minutes
- (3) 30 minutes up to 44 minutes = 45 minutes
- (4) 45 minutes up to 59 minutes = 60 minutes

- G. Upon an employee's retirement or separation from service, accumulated compensatory time up to fifty (50) hours shall be paid at a straight time rate or in the case of death to the estate.
- H. To the extent that it is feasible and practicable, the Employer will attempt to equalize overtime in the various bureaus of the Police Division. Overtime hours will be posted quarterly by bureaus.
- I. Where Employees are placed on standby service, the following provisions shall be applicable:
 - (1) Employees on vacation shall receive deferred vacation time equal to the vacation time lost because of standby service provided that no more than eight (8) hours for each day shall apply to vacation time. Use of deferred vacation time at a later date is subject to the operating needs of the Police Division.
 - (2) Employees on standby service on leave days (which are normally two or three days) shall receive 33-1/3% of the time on standby in compensatory time. Employees on standby service between two duty days shall receive 20% of the time on standby in compensatory time.

Note: Computation of compensatory time under (2) above shall be in accordance with the schedule under paragraph F of this article.
 - (3) When Employees are regularly placed on standby (on-call) for a period of seven (7) calendar days as part of their duties, they shall receive twelve (12) hours of compensatory time for such standby. In those cases where the standby is for a weekend (two days), the amount of compensatory time shall be six (6) hours for such standby.
 - (4) When Employees must forfeit deposits because of being placed on standby or called back to duty, the City will pay the Employee up to \$100 if proof is submitted of payment of the

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deposit and the date of payment, and a valid statement is submitted from the proprietor that the deposit for a certain time was forfeited since the policy of the business establishment requires that notice was to be given by a certain date and cancellation was not made until after that date.

- J. The above overtime provisions shall not apply to the preparation for roll call before the start of the regular duty shift and the follow-up at the end of the regular duty shift. Compensatory time, at straight time, for roll call responsibility shall accrue up to a maximum of 76 hours per fiscal year. Effective 12/1/95, compensatory time, at straight time, for roll call responsibility shall accrue up to a maximum of 92 hours per fiscal year. It is understood that this compensatory time will be received only by supervisors assigned to prepare for and conduct roll call duties.
- K. In addition to overtime rates provided above, Employees shall be entitled to keep any subpoena fees they receive.
- L. An off-duty Employee who may be required by circumstances to assume police duties and/or powers shall be covered by all of the terms, conditions and benefits of this Agreement and be paid pursuant to paragraph B of this Article and shall immediately make a report of the event to the Officer-in-Charge on duty.

16. VACATION

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

- A. Vacation days may be combined to provide up to twenty (20) days of vacation subject to approval by the Police Chief.
- B. An employee shall earn credit toward annual vacation with pay in accordance with the following schedule during the term of this Agreement:

<u>Years of Service</u>	<u>Days of Annual Vacation</u>
1 - 5	20 working days
5 - 10	22 working days
10 - 15	24 working days
15 - 20	25 working days
20 or more	27 working days

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- C. Upon separation from service, an Employee shall be paid for earned vacation. In the event of death, the Employee's estate shall be paid the vacation pay.
- D. Employees may, in individual cases, carry over accrued and banked vacation days in excess of thirty (30) days as of January 1st each year upon request to and approval by the Police Chief and the Civil Service Commission. Requests to carry over accrued and banked vacation days of thirty (30) days or less shall be made to and approved by the Police Chief.
- E. Vacation Accrual. Employees with twenty (20) years of continuous service who are within three (3) years of retirement, excluding deferred retirement, and who declare in writing their intention to retire, will be permitted to accrue vacation time up to fifty-nine (59) eight (8) hour days. At the time of retirement, employees will be paid only up to the limit of fifty-nine (59) eight (8) hour days for cash payout purposes and for figuring average final compensation. The foregoing limitation shall not apply to the one (1) bonus vacation day earned in a calendar year by reason of not using sick leave.

17. SICK LEAVE

- A. All permanent full-time Employees shall accumulate sick leave at the rate of one working day for each completed month of service with unlimited accumulation. An Employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement. The accumulated sick leave will be paid in cash to the Employee at the Employee's current rate in the event of termination of active employment for any reason after ten (10) years of service, or duty disability retirement, or in the case of death, it will be paid to the Employee's estate in the following manner:
 - (1) Employees hired by the City prior to December 1, 1983, may accumulate sick leave to a maximum of 289 days for payout purposes. Employees hired by the City on or after December 1, 1983, may accumulate sick leave to a maximum of 107 days for payout purposes. Employees will be reimbursed sixty percent (60%) of their pay rate at the time of such payments.
 - (2) Employees may continue to accumulate sick leave beyond their applicable maximum; however, these days shall not be considered for payout purposes as specified herein.
- B. Serious illness of husband or wife or child shall warrant use of

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sick leave by the Employee after arrangements have been made with his/her immediate supervisor, provided that this is restricted to eight (8) days in the calendar year.

- C. Employees shall be informed by the current status of their sick leave bank by the Police Chief as soon as practically possible after their request for such information.
- D. Employees who do not use more than five (5) days (i.e. 40 hours) 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. This bonus vacation day will not be deemed lost in cases where an Employee's vacation bank is at the maximum of 30 days, but may be held for use in that calendar year.

18. BEREAVEMENT LEAVE

- A. An employee shall be allowed up to ten (10) working days as bereavement leave days not to be deducted from sick leave in the event of death of current 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 Police Chief or designee. Immediate family is defined as follows: Mother, Father, Sister, Brother, Step-Mother, Step-Father, Sister-in-Law (married to Brother), Brother-in-Law (married to Sister), Grandchildren, Mother-in-Law, Father-in-Law, Grandparents of Employee, or a member of the Employee's household. An Employee shall be allowed up to two (2) working days as bereavement leave in accordance with the foregoing provisions for death of Grandparents of the Employee's spouse.
- B. An Employee shall be allowed one (1) working day bereavement leave for the death of a close personal friend. The Employee's request for time off shall include the name of the friend and the location of the funeral. This benefit shall be limited to the death of one (1) friend per contract year.
- C. In the event a Police Officer in the State of Michigan is killed in the line of duty, the Police Chief will give consideration to members of the Livonia Lieutenants and Sergeants Association should a departmental representative or representatives be sent to attend the funeral. Departmental transportation may be provided subject to the operating needs of the department.
- D. In the event of death of a current or retired member of the

Police Division, approval of bereavement leave will be subject to the operating needs of the Department.

19. MEDICAL (MATERNITY LEAVE)

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

20. HOSPITALIZATION - MEDICAL COVERAGE

- A. 1. The Employer agrees to pay the premium for hospitalization-medical coverage for permanent full-time employees, spouses and dependent children under 19 years of age; the plan to be the Blue Cross/Blue Shield Preferred Plan, which includes MVF-1 Plan, Master Medical, Option 5, including a \$150.00 annual deductible for an individual plan and a \$300.00 annual deductible for a family plan, \$5.00 deductible Blue Cross/Blue Shield Preferred Rx Plan. The prescription is to be filled by generic drug unless the physician directs the prescription to be "Dispensed As Written".
2. Individuals who reside outside of the State of Michigan, or have dependent children who reside outside of the State of Michigan, may participate in the Blue Cross/Blue Shield, MVF-1, Master Medical, Option 5 including a \$150.00 annual deductible for an individual plan and a \$300.00 annual deductible for a family plan, \$5.00 deductible Blue Cross/Blue Shield Preferred Rx Plan. The prescription is to be filled by generic drug unless the physician directs the prescription to be "Dispensed as Written". Where applicable this coverage shall include the retiree, spouse, and dependent children under nineteen (19) years of age. The entire cost of these programs will be borne by the City.
3. The Employer agrees to pay the full premium for the coverage

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provided under A.1. above for Employees receiving a disability pension under the provisions of the Retirement Plan Ordinance, as amended (Title Two of the City of Livonia Code of Ordinances).

- B. The City, at its option, may offer hospitalization-medical coverage through Health Maintenance Organizations (HMO's) at City cost in lieu of the hospitalization-insurance provided herein. If an employee accepts the option of a provided HMO, it will be deemed that the City has fulfilled its obligation under this section and paragraphs A. and B. herein 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 re-opening date.
- C. Employees who are on the active payroll of the City, covered by a health care plan offered by an employer other than the City, and, can establish such coverage, who do not elect to take hospitalization-medical coverage offered by the City, may, each enrollment year, at the time of the enrollment year receive a \$1,000 payment from the City as payment in lieu of the hospitalization-medical coverage. Once an employee opts out for a given year, the employee will not be able to receive the City's coverage until the next enrollment period, unless the employee loses eligibility for the alternate coverage. If the employee returns to the City's coverage under the conditions just stated, the employee shall pay back pro rata the said \$1,000 payment for each enrollment year that the employee elects to opt out under this provision.
- D. 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.
- E. 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.

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- F. During the term of this Agreement, upon request of the City, the parties agree to reopen the Agreement for the sole purpose of negotiating a change in the third-party administrator from Blue Cross/Blue Shield, so long as the benefits provided remain the same as set forth in this Article. The City agrees to provide the Union with written notice of a proposed change in the third-party administrator at least 90 days before the proposed effective date of such change and shall provide the Union with any information requested concerning the proposed administrator. If a dispute arises between the parties concerning the change, the dispute shall be resolved through the negotiation/mediation arbitration procedure set forth in the 1969 PA 312, MCIA 423.231, et seq., with implementation of the proposed change awaiting the final outcome of arbitration.
- G. Employees who retire on or after December 1, 1993, below the age of 65, shall be eligible to participate in the hospitalization-medical programs; defined as the Blue Cross/Blue Shield Preferred Plan, which include MVF-1 Plan, Master Medical, Option 5, including a \$150.00 annual deductible for an individual plan and a \$300.00 deductible for a family plan, \$5.00 deductible drug prescription rider. The prescription is to be filled by generic drug unless the physician directs the prescription to be "Dispensed As Written". This coverage shall include the retiree spouse, and dependent children under 19 years of age. In the event of death of the retiree, this coverage shall continue for the surviving spouse until the age of sixty-five (65), at which time the coverage in paragraph I. shall become effective. The entire cost of this program will be borne by the City.
- H. Employees who retire on or after December 1, 1997, below the age of 65, shall be eligible, subject to the provisions of Article 32.II.B.2, to participate in the hospitalization-medical programs; defined as the Blue Cross/Blue Shield Preferred Plan, which include MVF-1 Plan, Master Medical, Option 5, including a \$150.00 annual deductible for an individual plan and a \$300.00 deductible for a family plan, \$5.00 deductible Blue Cross/Blue Shield Preferred Rx Plan. The prescription is to be filled by generic drug unless the physician directs the prescription to be "Dispensed As Written". This coverage shall include the retiree spouse, and dependent children under 19 years of age. In the event of death of the retiree, this coverage shall continue for the surviving spouse until the age of sixty-five (65), at which time the coverage in paragraph I. shall become effective. The entire cost of this program will be borne by the City.
- I. 1. The Employer agrees to pay the full premium for complementary coverage provided by Blue Cross/Blue Shield for

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each retiree and spouse as each attains age sixty-five (65), it being understood that they each must have been enrolled immediately prior to reaching age sixty-five (65) with Blue Cross/Blue Shield to be eligible for this coverage at age sixty-five (65). In the event of death of the retiree, this coverage shall continue for the surviving spouse if the surviving spouse is eligible for retirement benefits under Option (a) or (b) of the Defined Benefit Retirement Plan Ordinance or if the retiree was a member of the Defined Contribution Retirement Plan.

2. Retirees who are members of the defined contribution plan are not eligible for hospitalization-medical coverage until the earlier of age fifty (50) with ten (10) years of service or any age with twenty-nine (29) years of service and effective December 1, 1999, any age with twenty-eight (28) years of service.

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

If an employee covered by this provision seeks confidentiality as to its application, the employee shall consult with the Association's designee to effectuate such a result.

- K. 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 - an eye examination by an optometrist and a pair of prescription eyeglasses, if needed. Coverage of the program includes a 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/she shall make this election known to the City in writing. Said Employee shall then be

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entitled to reimbursement in an amount not to exceed \$21 per family 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, reimbursement will be in an amount equal to the City's contribution rate per Employee per year.

- L. Dental. The Employer will provide a dental reimbursement program for permanent full-time employees, spouses, and dependent children under nineteen (19) years of age as follows:
1. For the contract year beginning December 1, 1994, employees may be reimbursed for dental expenses incurred for themselves and family up to four-hundred seventy-five dollars (\$475.00) for the year, subject to submission of proof of billing and proof of payment for such expense. Beginning December 1, 1995, the dental reimbursement maximum will be five hundred dollars (\$500.00) per year. Beginning December 1, 1997, the dental reimbursement maximum will be five hundred twenty-five dollars (\$525.00) per year. Beginning December 1, 1998, the dental reimbursement maximum will be five hundred fifty dollars (\$550.00) per year.
 2. Any unused portion of an employee's annual reimbursement allowance shall accumulate for utilization during the term of this Agreement. Said accumulations shall not exceed the current and the prior year's total.
 3. Reimbursement shall be made as follows:
 - a. Requests for reimbursements provided herein shall be submitted as incurred. Under no circumstances will reimbursement be made for any requests submitted more than thirty (30) days after the fiscal year end.
 - b. Reimbursements shall be made by the Employer within thirty (30) days following the request for reimbursement.
 - c. In cases where payment to a dentist creates an undue hardship, an employee may apply to the Civil Service Department to have the dental benefit paid directly to the dentist. In cases of extreme hardship, employees may apply to the Civil Service Department to utilize up to the maximum accumulation. If an employee receives an advance payment of his/her accumulation and subsequently terminates employment with the City for any reason, prior to the end of the contract year,

a pro-rated adjustment to the reimbursement advanced shall be made, and the balance shall be deducted from any monies otherwise due to the employee.

4. An employee who has been or will be reimbursed for dental expenses by a dental plan other than the City of Livonia Plan or from some other source, will not be eligible to receive reimbursement from the City of Livonia Plan.
 5. Where both husband and wife are working for the City, each person may be reimbursed separately for dental expenses; provided, however, that a spouse who claims a dental reimbursement may not also be claimed as a dependent for this purpose. In addition, dental expenses for dependent children may be claimed by either parent but both may not claim the same child for reimbursement purposes.
 6. 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.
- M. Employees who request hepatitis "B" immunization shall receive same with the cost of this immunization to be paid by the City as provided by the designated City physician or clinic.

21. 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 pay the premium for an additional forty (40) weeks of weekly sickness and accident benefits at the rate of \$100 a week.
- B. Each Employee shall have double indemnity life insurance provided by the City according to the following schedule:

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<u>Maximum Base Salary Rate</u>	<u>Coverage</u>
\$47,001 - \$49,000	\$50,000
\$49,001 - \$51,000	\$52,000
\$51,001 - \$53,000	\$54,000
\$53,001 - \$55,000	\$56,000
\$55,001 - \$57,000	\$58,000
\$57,001 - \$59,000	\$60,000
\$59,001 - \$61,000	\$62,000
\$61,001 - \$63,000	\$64,000
\$63,001 - \$65,000	\$66,000
\$65,001 - \$67,000	\$68,000
\$67,001 - \$69,000	\$70,000

- C. 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.
- D. Effective December 1, 1991, retirees who retire on or after that date shall receive life insurance in the amount of three thousand five hundred (\$3,500.00) dollars. The City, at its option, may fund said insurance either through an insurance carrier or self-funded.

22. WORKERS' COMPENSATION

- A. Each Employee will be covered by the applicable Workers' Compensation laws and the Employer further agrees that an Employee who is eligible for Workers' Compensation will receive, in addition to his Workers' Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Workers' Compensation and his regular pay based on a forty (40) hour work week. In no case will the Employee's pay after withholding taxes (with no change in deductions) plus the Workers' Compensation payment, be more or less than the salary after taxes he/she would have received if he/she were not on Workers' Compensation. (See 32.H.).

No deduction shall be made from the Employee's sick leave bank from the initial time off because of on-the-job injury until the time and date the Employee is considered able to return to work by the City Physician or the doctor treating the injury at a hospital or clinic to which the Employee is sent, pursuant to Article 22(B). 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 necessary, to require that the Employee be examined by the City Physician before an extension can be granted. Should there be a difference of opinion between the City Physician and the Employee's physician, the Employee may request that such difference be resolved by the grievance procedure under Article 7, Grievance Procedure.

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

23. LONGEVITY PAY

- A. Longevity pay, within the meaning of this Article, is not a part of the base salary of an Employee, but is a payment for length of service or seniority for the purpose of retaining and rewarding 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 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 herein 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

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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. Based on sub-section A, the maximum longevity payments provided for herein are as follows:

<u>Years of Service</u>	<u>Maximum Annual Longevity Payments</u>
5 - 7	\$ 260.00
7 - 14	\$ 650.00
14 - 21	\$1,300.00
21 plus	\$1,950.00

- C. 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.
- D. Upon the separation of an reason, longevity will be in the event of death, to Employee from the City service for any prorated and paid to the Employee, or, his/her estate.

24. LIMITED DUTY

Employees who through injury or illness are unable to perform their assignments may, for a temporary period, be assigned duties consistent with their physical condition at the discretion of the Police Chief.

25. CLOTHING

- A. The City will furnish and replace uniforms as necessary, and will repair or clean uniforms which are damaged or excessively soiled in the line of duty.
- B. Employees assigned to plain-clothes work shall be compensated by cash disbursement for uniform allowance at the rate of \$375.00

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for each fiscal year, provided that these assignments entail wearing civilian clothes more than 50% of the time. Employees whose assignments entail wearing civilian clothes 50% or less of the time shall be compensated at the rate of \$187.50 for each fiscal year. Based on the foregoing provisions, the following personnel are eligible for uniform allowance in the amounts specified. Should these assignments no longer entail plain-clothes work, then the personnel affected will no longer be eligible for uniform allowance:

Lieutenants and Sergeants assigned to plain-clothes work in the Detective Bureau, Special Services Bureau, and Administration	\$375.00
Lieutenants and Sergeants assigned to plain-clothes work in the Intelligence Bureau	\$375.00
Lieutenants and Sergeants assigned to plain-clothes work in the Youth Bureau	\$375.00
Lieutenants and Sergeants assigned to plain-clothes work in the Traffic Bureau	\$187.50
Lieutenants and Sergeants assigned to plain-clothes work in Central Records or Computer Services	\$187.50

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

<u>PAYMENT</u> <u>DUE</u>	\$375.00 <u>ALLOWANCE</u>	\$187.50 <u>ALLOWANCE</u>
December 1	\$ 75.00	\$ 37.50
February 1	112.50	56.25
June 1	187.50	93.75

D. In the event the Employee does not complete the assignment for a full contract year for any reason, there shall be a prorated adjustment made to the allowance, and the balance shall be deducted from any monies otherwise due to the Employee.

E. Each Employee shall receive a yearly maintenance and cleaning allowance as listed below. 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 1 (\$175.00) and June 1 (\$175.00) of

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said year. Effective December 1, 1996, each employee shall receive a yearly maintenance and cleaning allowance of four hundred dollars (\$400.00) to be paid in equal portions during the first pay period following December 1 (\$200.00) and June 1 (\$200.00) of said year. Inasmuch as the foregoing payments listed within this subsection E are advanced payments, employees who separate from employment with the City for any reason will have a prorated amount deducted from his final paycheck for each week not employed between the time of his termination and the effective date for the next cleaning payment.

26. PAYMENT OF REGULAR AND OVERTIME CHECKS

- A. During the term of this Agreement, the Employer will pay regular checks based on the following schedule of payments:
- (1) Payment of regular checks to the afternoon shift by 11:00 P.M. on the second Thursday of the pay period.
 - (2) Payment of regular checks to the midnight shift by 7:00 A.M. on the second Friday of the pay period.
- B. During the term of this Agreement, the Employer will provide payment of overtime checks in the pay period following the pay period during which such overtime is incurred.

27. INVESTIGATOR ALLOWANCE

The Employer will provide a separate petty cash allowance of \$175 to the Police Division in order that Employees assigned to investigative duties may be immediately reimbursed for such miscellaneous expenses as parking, phone calls, etc.

28. TIME OFF WITHOUT PAY TO ATTEND CONFERENCES

Association officers may be allowed reasonable time off without pay, subject to the operating needs of the Police Division and with the prior approval of the Police Chief or his designee, to attend conventions or educational conferences.

29. PERSONAL BUSINESS

Personal business, not to exceed sixteen (16) hours in any calendar year, shall be allowed Employees without loss of pay or deduction from sick leave. Personal business can be taken at any given time, in increments of at least two (2) hours, subject to the operating needs of the department. Such requests shall be made in advance and in writing.

30. LUNCH TIME

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

31. BULLETIN BOARD

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

- (1) Recreational and social affairs of the Association
- (2) Association meetings
- (3) Association elections
- (4) Reports of Association Committees
- (5) Rulings or policies of the Association

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

32. RETIREMENT

I. DEFINED BENEFIT PLAN

The following provisions shall be applicable to employees participating in the defined benefit plan as set forth in the City of Livonia Retirement Ordinance. Only employees who are members of the bargaining unit at the time of the signing of this Agreement, or employees who are promoted into this bargaining unit and who are, at the time of their promotion, already participating in the defined benefit plan, are eligible to participate in the defined benefit plan. These provisions shall not apply to employees hired directly into the bargaining unit after the signing of this Agreement or employees who are promoted into this bargaining unit who have previously elected to participate in the defined contribution plan as set forth in

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Section 32.II. below, and the City Retirement Ordinance as amended by the City.

A. Employees participating in the defined benefit plan shall receive pension benefits as provided by the City of Livonia Retirement Ordinance existing as of December 1, 1991 which the parties hereby adopt by reference as though set forth in full herein. Provided, however, said Retirement Ordinance and pension benefits received by employees shall be modified and supplemented by the following provisions which shall supersede any ordinance.

B. 1. Retirement. Employees who are fifty (50) and have ten (10) years of service with the City of Livonia or at any age, with 29 years of police service at a rank of Police Cadet or higher may retire at full pension benefits as provided in the City Pension Ordinance. Any Employee may retire prior to age fifty (50) provided that the Employee has ten (10) years of service with the City and is at least forty-eight (48) years old. Employees electing early retirement (i.e., retirement prior to age fifty (50) with less than thirty (30) years of service) shall have their pension amount computed and based on actual years of service, with that dollar amount then reduced by one-half (1/2) percent per month remaining to age fifty (50), as follows:

<u>Age</u>	<u>% of Full</u>
<u>(Years, Months)</u>	<u>Retirement</u>
49 11	99.50
49 10	99.00
49 9	98.50
49 8	98.00
49 7	97.50
49 6	97.00
49 5	96.50
49 4	96.00
49 3	95.50
49 2	95.00
49 1	94.50
49 0	94.00
48 11	93.50
48 10	93.00
48 9	92.50
48 8	92.00
48 7	91.50
48 6	91.00
48 5	90.50
48 4	90.00

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48	3	89.50
48	2	89.00
48	1	88.50
48	0	88.00

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

2. Retirement. Effective December 1, 1999, employees who are fifty (50) years of age and have ten (10) years of police service with the City of Livonia, or at any age with 28 years of police service with the City of Livonia, at a rank of Police Cadet or higher may retire at full pension benefits as provided in the City Pension Ordinance. Any employee may retire prior to age fifty (50) provided that the employee has ten (10) years of service with the City and is at least forty-eight (48) years old.

Effective December 1, 1999, employees electing early retirement (i.e., retirement prior to age fifty (50) (with less than twenty-eight (28) years of service) shall have their pension amount computed and based on actual years of service, with that dollar amount then reduced by one-half (1/2) percent per month remaining to age fifty (50), as follows:

Age (Years, Months)	% of Full Retirement
49 11	99.50
49 10	99.00
49 9	98.50
49 8	98.00
49 7	97.50
49 6	97.00
49 5	96.50
49 4	96.00
49 3	95.50
49 2	95.00
49 1	94.50
49 0	94.00
48 11	93.50
48 10	93.00
48 9	92.50
48 8	92.00
48 7	91.50
48 6	91.00
48 5	90.50
48 4	90.00

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48	3	89.50
48	2	89.00
48	1	88.50
48	0	88.00

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

- C. Duty Disability Retirement. Pursuant to the Retirement Ordinance, employees whose disabilities arise in the course of employment and who, because of such disabilities, are totally and permanently incapacitated for duty in the police division, shall be eligible for duty disability retirement.
- D. Non-Duty Disability Retirement. The maximum number of years applicable for determining an eligible employee's non-duty disability retirement pension payout rate pursuant to the Retirement Ordinance shall be based on the following schedule:

<u>Actual Years of Service</u>	<u>Maximum Years Applicable</u>	<u>Maximum Pension Payout Rate Allowed</u>
10 to 15	20	50.00%
16 to 20	25	62.5%
over 20	29, or actual service, if greater	75.00%

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

- E. Duty Death Benefits. The surviving spouse, or other person, if applicable, of an employee whose death is totally duty related, may apply, pursuant to Section 2.96.280 of the Retirement Ordinance, for duty death benefits.
- F. Employee Contribution. The employee contribution to the retirement system shall be 5.21% of compensation as defined by Retirement Ordinance Section 2.96.050 Paragraph 7.
- G. 1. An eligible employee's annuity factor shall be 2.586% for the first twenty-nine (29) years of service, to a maximum ("cap") of seventy-five (75%) percent of final average compensation. Effective December 1, 1999, the annuity factor shall be 2.679% for the first twenty-eight (28) years of service, to a maximum ("cap") of seventy-five (75%) percent of final average compensation.

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2. There will be no reduction in pension benefits at age eligible for full Social Security.
- H. An employee who is absent because of a duty-related illness or injury and is in receipt of Workers' Compensation shall, for purposes of figuring average final compensation, be considered to have worked an 8-hour day for each day absent. The employee shall have deducted from his or her salary supplement an amount equal to the amount which would be deducted as a pension contribution in total dollars if the employee had worked.
- I. Pension Pick-Up Plan. The City, at no cost to itself, agrees to the institution of a pension "pick-up" plan for employees, which will allow the 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 Codes; provided that the Internal Revenue Service provides such a "pick-up" and that the retroactivity thereof will be December 1, 1988 conditioned upon IRS approval; and provided further that pick-up is approved by the Internal Revenue Service. The "pick-up" plan as set forth herein shall be instituted as follows:
1. The City shall pick-up the employee contributions required of 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 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. This provision shall begin within a reasonable time period after the City has received notification from the Internal Revenue Service pursuant to applicable provisions of the United States Revenue Code. These employee contributions so picked-up shall not be included in gross income for tax purposes until such time as they are distributed by refund or benefit payment. The City shall provide a revised W-2 form to reflect all of the above changes, as soon as practicable after IRS approval.

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3. With respect to the Plan Amendment and the "pick-up" of employee pension contributions set forth, 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 compensation as defined by Retirement Ordinance 296.050 Section 7 including any applicable labor agreement provisions 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.

- J. Any Workers' Compensation benefits received by an employee for an "on duty injury," as described in Article 22.A. shall (where applicable) be figured in said employee's final average compensation. An employee in receipt of on-duty injury benefits, pursuant to Article 22, 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

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the employee would have received had the employee not been injured, instead of based upon the workers' compensation and supplemental benefits actually received.

- K. The Association, at its own cost, may conduct an actuarial study regarding buy-back of prior police service with another police department. Based upon the cost set forth in said actuarial study, members may purchase buy-back to a maximum of three (3) years providing entire cost for such buy-back is borne by the employee. There will be no annuity payout on buy-back, and said buy-back time will not count towards vesting requirement.
- L. Employees who retire after December 1, 1991 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.
- M. Effective December 1, 1997, the parties agree that pension will not be the subject of bargaining through December 1, 2002.

II. DEFINED CONTRIBUTION PLAN

The following provisions shall be applicable to employees participating in the defined contribution plan. The provisions shall apply to all employees who are members of the bargaining unit at the time of the signing of this Agreement, employees hired directly into the bargaining unit after the signing of this Agreement, and employees who are promoted into this bargaining unit and who are, at the time of their promotion, already participating in the defined contribution plan. These provisions

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shall not apply to employees who are members of the bargaining unit at the time of the signing of this Agreement, who have elected to continue to participate in the defined benefit plan, as set forth in Article 32.I., above, and the City Retirement Ordinance, as amended by the City, and employees who are promoted into the bargaining unit after the signing of this Agreement and who are, at the time of their promotion, participating in the defined benefit plan.

- A. 1. Employees eligible to participate in the defined contribution plan, at the employee's sole option may make a one-time irrevocable election to participate in a defined contribution plan rather than a defined benefit pension plan, with the City contributing an amount equal to 13% of the employee's wages to said plan and the employee contributing an amount equal to 5.21% of the employee's wages. The employee is permitted to contribute additional amounts up to the maximum allowed by law. The employee shall be eligible to make this one-time irrevocable election to participate in the defined contribution plan on the following dates:

June 1, 1998
October 3, 1998
February 6, 1999
May 29, 1999
October 2, 1999

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

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value of any withdrawn amounts shall be calculated as though they remained in the plan and accrued income or value at the applicable rate of the remainder of the employee's assets in the plan.

3. Health care provisions for employees who retire and have elected to participate in the defined contribution plan shall be the same as the health care retirement benefits provided for in the defined benefit plan.
 4. Retirees who are members of the defined contribution plan are not eligible for hospitalization-medical coverage until the earlier of age fifty (50) with ten (10) years of service or any age with twenty-nine (29) years of service and effective December 1, 1999, any age with twenty-eight (28) years of service.
- B.
1. For employees hired directly into the bargaining unit after the signing of this Agreement, the pension provided for employees following their six (6) month probationary period will be a defined contribution pension plan with the City contributing an amount equal to 9% of the employee's wages and the employee contributing an amount equal to 5.21% of the employee's wages, with vesting after four (4) years of employment. The employee is permitted to contribute additional amounts up to the maximum allowed by law.
 2. The health care benefit paid for employees hired by the City into any bargaining unit after the signing of this Agreement, upon retirement, shall be as follows:

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

For employees retiring after 15 years of service and who are at least 50 years of age at retirement, the City will pay 60% of the payments towards premiums.

For employees retiring after 20 years of service and who are at least 50 years of age at retirement, the City will pay 75% of the payments toward premiums.

For employees retiring after 25 years of service and who are at least 50 years of age at retirement, or if the employee retires with 29 years of service, or effective December 1, 1999 with 28 years of service,

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at any age, the City will pay 100% of the payments
towards premiums.

- C. Employees electing to participate in the defined contribution plan who had been participating in the defined benefit plan shall have the actuarially-determined present value of accrued benefits for the defined benefit plan transferred over into the defined contribution plan, and shall be immediately vested.
- D. The term "wages" as used in Article 32.II.A and B above shall mean wages plus other compensation as defined in Section 2.96.050 of the City's Retirement Ordinance.
- E. If an employee becomes ill or disabled and is unable to perform the work of his classification, the Employer will make its best effort to find work for said employee which the employee is capable of performing, taking into consideration the employee's medical condition and the advice of the City Physician and the employee's physician, provided, however, that this provision is not in conflict with the City's Retirement Ordinance.
- F. Effective upon the signing of this Agreement, 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 codes. The "pick-up" plan as set forth herein shall be instituted as follows:
 - 1. The City shall pick up the employee contributions required of 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 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 employee contributions so picked-up shall not be included in gross income for tax purposes until such time as they are distributed by refund or benefit payment.

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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 contribution made before and after the plan amendment. This is necessary in order to determine the extent to which a pension plan distribution is taxable income to the 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. Effective December 1, 1997, the parties agree that pension will not be the subject of bargaining through December 1, 2002.

33. SALARY RATES

Effective December 1, 1996, Police Sergeants who have at least four (4) years in rank shall be advanced to the classification of Senior Sergeant. Police Lieutenants who have at least two (2) years in rank

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shall be advanced to the classification of Senior Lieutenant. Once qualified, an employee shall continue to receive the pay of the higher classification.

Immediately upon reaching said qualification date, the employee shall begin receiving the pay rate for that rank.

Effective December 1, 1997 through November 30, 1998 - 3.0%

		<u>MINIMUM</u>	<u>MAXIMUM</u>
Sergeant	Annual	\$52,956.80	\$54,891.20
	Biweekly	\$ 2,036.80	\$ 2,111.20
	Hourly	\$ 25.46	\$ 26.39
Senior Sergeant	Annual		\$57,636.80
	Biweekly		\$ 2,216.80
	Hourly		\$ 27.71
Lieutenant	Annual	\$58,281.60	\$60,382.40
	Biweekly	\$ 2,241.60	\$ 2,322.40
	Hourly	\$ 28.02	\$ 29.03
Senior Lieutenant	Annual		\$63,398.40
	Biweekly		\$ 2,438.40
	Hourly		\$ 30.48

Effective December 1, 1998 through November 30, 1999 - 3.0%

		<u>MINIMUM</u>	<u>MAXIMUM</u>
Sergeant	Annual	\$54,537.60	\$56,534.40
	Biweekly	\$ 2,097.60	\$ 2,174.40
	Hourly	\$ 26.22	\$ 27.18
Senior Sergeant	Annual		\$59,363.20
	Biweekly		\$ 2,283.20
	Hourly		\$ 28.54
Lieutenant	Annual	\$60,028.80	\$62,192.00
	Biweekly	\$ 2,308.80	\$ 2,392.00
	Hourly	\$ 28.86	\$ 29.90
Senior Lieutenant	Annual		\$65,291.20
	Biweekly		\$ 2,511.20
	Hourly		\$ 31.39

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Effective December 1, 1999 through November 30, 2000 - 3.0%

		<u>MINIMUM</u>	<u>MAXIMUM</u>
Sergeant	Annual	\$56,180.80	\$58,240.00
	Biweekly	\$ 2,160.60	\$ 2,240.00
	Hourly	\$ 27.01	\$ 28.00
Senior Sergeant	Annual		\$61,152.00
	Biweekly		\$ 2,352.00
	Hourly		\$ 29.40
Lieutenant	Annual	\$61,838.40	\$64,064.00
	Biweekly	\$ 2,378.40	\$ 2,464.00
	Hourly	\$ 29.73	\$ 30.80
Senior Lieutenant	Annual		\$67,246.40
	Biweekly		\$ 2,586.40
	Hourly		\$ 32.33

34. GUN ALLOWANCE

- A. Each employee shall receive a gun allowance to be paid by December 10 of each year for proficiency with a firearm. Gun allowance shall be nine hundred dollars (\$900.00).
- B. Any employee whose employment with the City is terminated for any reason prior to completing a contract year shall have the allowance provided herein adjusted on a prorated basis, with the balance to be deducted from any monies otherwise due the Employee.
- C. In order to be eligible for the above gun allowance, an officer must achieve passing scores (70% or better) in a gun use proficiency test, as presently established by the Department and taken at a minimum of twice a year.

35. LEGAL EXPENSES

- A. The Employer will continue during the term of this Agreement to provide the Professional Liability insurance coverage currently in force. In the event the City is unable to provide the insurance policy provided for above, and/or the coverage under said policy is not wholly sufficient to fully cover a member of the Association for good faith actions taken by him or her in the official line of duty, the City will provide legal counsel and pay any costs and judgments that arise out of lawsuits filed

against a member of the bargaining unit alleging any act committed while said member was in the good faith performance of his or her duties. This would include an off-duty Employee who may be required by circumstances to assume police duties and/or powers.

- B. A contrary determination by the City is not final and binding as to good faith, but is subject to review by an arbitrator under Article 7 of this Agreement. Such review shall be initiated pursuant to Section 7.A., Step 5. In reviewing the City's action(s) under this Article, the arbitrator may consider, if raised, whether or not an officer's actions were consistent with the police division's policies, rules, and regulations.

36. EDUCATIONAL EXPENSES

- A. Any books and tuition costs incurred by members of the bargaining unit which are not covered by the Law Enforcement Education Program shall be reimbursed to the Employee by the City upon submission of proper documentation for all courses related to a Criminal Justice Program at an accredited college or university. Employees, as of 3-11-96, affected by the prior Associates Degree cutoff date of 3-20-80 shall be reimbursed for advanced degrees as stated in this paragraph, effective winter term January 1, 1996.
- B. Employees promoted into the bargaining unit after 3-11-96 shall be eligible to be reimbursed only for costs directly related to obtaining a Bachelors Degree in Criminal Justice at an accredited college or university.

37. EDUCATIONAL PREMIUM/INCENTIVE

- A. All members of this bargaining unit shall receive an educational premium of \$900.00 annually, which shall be payable by December 10 of each year during the term of this Agreement.
- B. Employees who hold an earned Bachelor's Degree in Criminal Justice from an accredited college or university by the prior fiscal year, shall be eligible to receive an annual educational premium of \$750.00 which shall be paid by December 10th of each year.

38. MERIT COMPENSATION

Qualified Employees of this bargaining unit will be entitled to

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additional compensation annually, based upon the following:

- (1) Seniority, for purposes of this Section, will be the time determined from Member's continuous service date as a sworn Officer and Cadet.
- (2) a. In order to be eligible for this benefit, the Employee must complete his service requirement of 22 years in service, or three (3) years in grade, by April 8. Those who qualify for merit compensation will be paid the following July as follows:

Sergeants/Senior Sergeants	\$2250 annually
Lieutenants/Senior Lieutenants	\$2475 annually

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- b. In an employee's final year of employment, only, the merit compensation provided for in Section 2(a), above, will be as follows:

Sergeants/Senior Sergeants	\$5000 annually
Lieutenants/Senior Lieutenants	\$5000 annually

Employees who retire before December 1 shall be reimbursed the difference between the previous year's merit compensation and \$5,000.00 at the time of retirement. Employees who retire December 1 or beyond shall receive the \$5,000.00 merit compensation at the time of retirement.

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- (3) Each year, the payment will be made in a lump sum on the first Friday in July.
- (4) This compensation will continue on an annual basis. Once qualified an Employee would continue to receive compensation. Immediately upon promotion, merit pay received would cease and the Employee must again qualify as set forth above.
- (5) Employees who qualify for merit compensation and are promoted prior to receiving any merit compensation payment, shall receive a prorated benefit computed monthly from the month in which notified of having qualified to and including the month in which the promotion takes effect.
- (6) Where an employee is promoted or retires after the payment date, said employee will retain the entire amount paid for that year.
- (7) All compensation under this Section will be included as average

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final compensation for purposes of retirement.

39. JURY DUTY

An employee who serves on jury duty will be paid his regular pay and keep the fees received as a juror. Jury duty may be considered as time worked. Employees on the afternoon and midnight shifts required to serve on jury duty shall have the time so served considered as a day worked.

40. GENERAL ARTICLE

A. Residence Requirements

1. Employees shall be required to reside within the City of Livonia. However, an Employee because of emergency or documented hardship may, at the discretion of the Civil Service Commission, be granted a waiver of the residency requirement by the Civil Service Commission.

Such waiver shall be of such a period and duration as is necessary under the circumstances applicable to each case; provided, however, that such waiver shall not be unreasonably denied. The following criteria, by way of example but not limitation, shall be utilized in determining hardship:

- (1) Financial reasons
- (2) Health reasons
- (3) Anticipated retirement
- (4) Condemnation of home

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

B. Professional Dues

The Police Division shall pay professional dues for membership in the following professional organizations. Renewal for individual membership is subject to an annual review of attendance by the Police Chief. Employees not having adequate attendance will not have their membership dues paid by the City.

Wayne County Corporals, Sergeants &
Lieutenants Associations

Wayne County Detectives Association

Michigan Association of Polygraph Examiners

Michigan-Ontario Youth Officers Association

Traffic-Safety Association

American Association of Police Polygraphists

American Polygraph Association

C. Out of Grade Pay.

When an employee in one classification assumes a position of a higher classification along with all the functions and responsibilities of said higher classification, including all command responsibilities, for a period of ten (10) consecutive days or more worked by the upgraded employee exclusive of regular leave days, then that employee shall be entitled to be paid retroactive to the first day of said assumption at the rate of pay of the higher classification, at the fourth level. If the foregoing conditions are not met, then the individual is not entitled to the "out of grade pay."

In the event an employee takes a vacation, compensatory time, personal business, sick leave or any other leave allowed under the parties contract during the period of the upgrade, the upgraded employee will be paid at his regular classification rate of pay and not the out of classification rate of pay.

41. 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 this Agreement. No Employee shall suffer a reduction in benefits as a consequence of the execution of this Agreement.
- 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 this Agreement.
- C. This Agreement shall supersede any rules, regulations, or policy statement inconsistent herewith. Insofar as any provisions of this Agreement shall conflict with any ordinance or resolution of the City, appropriate amendatory or other action shall be taken

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to render such ordinance or resolution compatible with the terms
of this Agreement.

42. RATIFICATION

The Association acknowledges that the Employees of the bargaining unit upon the recommendation made by the officers of the Livonia Police Lieutenants and Sergeants Association ratified this Agreement on November 20, 1997.

43. 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.

44. TERMINATION AND MODIFICATION

- A. The provisions of this Agreement shall be effective as of 11:59 P.M., November 30, 1997 and shall continue and remain in full force and effect to and including November 30, 2000, and thereafter for successive periods of one (1) year unless either party shall, on or before August 1st of each year hereunder, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement in whole or in part. A notice of desire to modify, alter, renegotiate, change or amend, or any combination thereof, shall have the effect of terminating this Agreement on the expiration date hereunder. The parties agree, however, that the terms, conditions and benefits of this Agreement shall continue until such time as the parties shall execute and ratify a new Agreement.
- B. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail, if to the Association, addressed to the President and Secretary of the Association, c/o Livonia Police Station, 15050 Farmington,

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December 1, 1997 to November 30, 2000

Livonia, Michigan 48154; or if to the Employer, addressed to City Council and the Civil Service Commission, City Hall, 33000 Civic Center Drive, Livonia, Michigan 48154; or to any such address as the Association or the Employer may make available to each other.

45. EFFECTIVE DATE

This Agreement shall become effective commencing December 1, 1997, upon the date of execution of the Agreement except for those provisions which are herein specified as becoming effective at another date.

In WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly Authorized Representative on this 8th day of December, 1997.

LIVONIA POLICE LIEUTENANTS
AND SERGEANTS ASSOCIATION

CITY OF LIVONIA, A Michigan
Municipal Corporation

By: Barry Sherman
Barry Sherman
President

By: Jack E. Kirksey
Jack E. Kirksey
Mayor

By: Todd A. Bredin
Todd Bredin
Vice President

By: Joan McCotter
Joan McCotter
City Clerk

By: Thomas E. Maher
Thomas Maher
Secretary

CIVIL SERVICE COMMISSION

By: Mark LaBerge
Mark LaBerge
Treasurer

By: Ronald E. Campau
Ronald E. Campau
Chairman

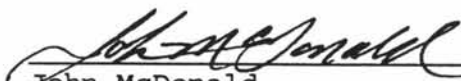
By: Harry A. Tatigan
Harry Tatigan
Commissioner

By: Charlotte Mahoney
Charlotte Mahoney
Commissioner

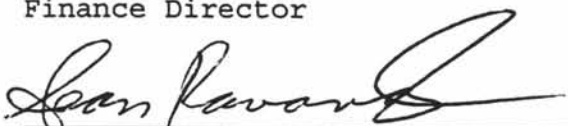
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Reviewed and Approved for
Accuracy and Form:


Michael Murray, Police Chief


John McDonald,
Deputy Police Chief


Michael T. Slater,
Finance Director


Sean Kavanagh, City Attorney


George T. Roumell, Jr. Attorney

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Livonia Police Lieutenants and Sergeants Association
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ATTACHMENT A

LETTER OF AGREEMENT
BETWEEN
CITY OF LIVONIA
and
LIVONIA LIEUTENANTS AND SERGEANTS ASSOCIATION

During negotiations for the 1988-1991 Collective Bargaining Agreement, the Livonia Lieutenants and Sergeants Association have requested compensation for obtaining an Associate Degree. The City resisted said request on the grounds that the obtaining of an Associate Degree was a condition of employment as a Police Officer in the City of Livonia, The Association pointed out that its members became Police Officers before the obtaining of an Associate Degree in Criminal Justice was a requirement to become a Police Officer in Livonia. On this basis only, for those officers in the Lieutenants and Sergeants Association bargaining unit, it is agreed to pay a \$500 educational incentive each year of the contract for those officers who became employed at a time when having an Associate Degree in Criminal Justice was not required from an accredited college or university. It was agreed between the parties that such a requirement became effective on or about April 19, 1974.

Therefore, the City does agree to pay an educational incentive for those officers holding an earned Associate Degree in Criminal Justice from an accredited college or university by the prior fiscal year. The amount of \$500 will be paid by December 10 each year of the

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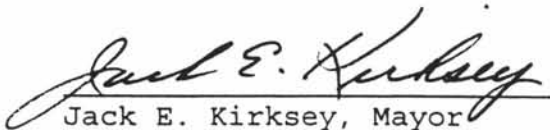
contract, provided said officers are now or will become members of the
Livonia Lieutenants and Sergeants Association by November 30, 1989,
based on the following conditions:

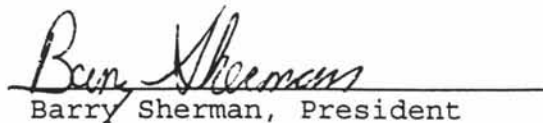
1. The payment for an Associate Degree from an accredited college or university will be only if the Associate Degree was obtained in Criminal Justice and the officer was employed prior to April 19, 1974 when the attainment of such a Degree was not a condition of employment to be employed as a Police Officer in Livonia.
2. This benefit shall not be available to any officer who is in the bargaining unit or will become a member of the bargaining unit by November 30, 1989 who, as a condition of his employment, namely, having been employed After April 19, 1974, was required to obtain at least an Associate Degree in Criminal Justice from an accredited college or university.
3. This benefit shall not be available to any officer who entered the Livonia Lieutenants and Sergeants Association bargaining unit on or after November 30, 1989.
4. It is understood that if an officer receives an educational incentive for obtaining a Bachelors Degree from an accredited college or university, the officer will not be entitled to an incentive for an Associate Degree.

IN WITNESS WHEREOF, the undersigned parties have caused this
Letter of Agreement to be executed on this 8th day of December,
1997.

CITY OF LIVONIA:

LIVONIA LIEUTENANTS AND
SERGEANTS ASSOCIATION:


Jack E. Kirksey, Mayor


Barry Sherman, President


Todd Bredin, Vice President

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Thomas Maher, Secretary


Mark LaBerge, Treasurer

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