

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

Effective December 1, 2023 to November 30, 2026

CITY OF LIVONIA  
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and the Police Officers Association  
of Michigan

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

THIS AGREEMENT entered into on the 4th day of December 2023, (CR #367-23) between the CITY OF LIVONIA, a Michigan Municipal Corporation (hereinafter referred to as the "Employer" or the "City") and the POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM), (hereinafter referred to as the "Union"), on behalf of its affiliate the POLICE OFFICERS ASSOCIATION OF MICHIGAN/LIVONIA.

ARTICLE 1  
PURPOSE AND INTENT

- 1.1: WHEREAS, the purpose of this Agreement is to set forth terms and conditions of employment, and to promote ordinary and peaceful labor relations for the mutual interest of the City of Livonia in its capacity as an employer, and the employees, the Union, and the People of the City of Livonia; and
- 1.2: WHEREAS, the parties recognize that the interest of the community and the job security of the employees depend upon the employer's success in establishing a proper service to the community; and
- 1.3: WHEREAS, to these ends the employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees; and
- 1.4: WHEREAS, it is agreed by the City and the Union that the City is legally and morally obligated to provide equal opportunity, consideration, and treatment of all employees of the City, and to establish policies and regulations that will insure such equalities of opportunity, consideration, and treatment of all persons employed by the City in all phases of the employment process; and whereas to this end, basic rights and equities of employees are established through the City Charter, Ordinances and Resolutions of the City Council, and Rules and Regulations of the Civil Service Commission; and
- 1.5: WHEREAS, it is further intended that this Agreement and its supplements shall be an implementation of the Charter and Ordinance Authority of the Mayor, Charter, and Ordinance Authority of the City Council, Charter and Ordinance Authority of Department Heads, the Rules and Regulations promulgated by the Civil Service Commission, and the provisions of Act 336 of the Public Acts of Michigan of 1947, as amended.

ARTICLE 2  
RECOGNITION OF UNION

- 2.1: Now therefore, pursuant to and in accordance with all applicable provisions of

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

ARTICLE 3  
MANAGEMENT RIGHTS

- 3.1: The Union recognizes the right of the City to operate and manage its affairs in all respects in accordance with its responsibilities. The powers or authority which the City has not officially abridged, delegated, or modified by this Agreement are retained by the City.
- 3.2: The Union recognizes the exclusive right of the City to establish reasonable work rules, determine reasonable schedules of work, determine, and establish methods, processes, and procedures by which such work is to be performed as well as to set work standards. The City also reserves the right to make work assignments in emergency situations.
- 3.3: The City has the right to utilize part-time dispatchers. Upon notice from the City of its intent to utilize part-time dispatchers, and prior to hiring part-time dispatchers, the parties will bargain on the issue of benefits and working conditions for part-time dispatchers. Part-time dispatchers will receive the same hourly rate as full-time dispatchers.
- 3.4: The City has the right to schedule overtime work as required consistent with the provisions set forth in Article 21.
- 3.5: It is understood by the parties that every incidental duty connected with assignments enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by such employees.
- 3.6: 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, they may seek redress through the grievance procedure set forth in Article 8.
- 3.7: The City reserves the right to discipline or discharge for cause.

- 3.8: The City reserves the right in accordance with Article 12, Layoffs, to lay off for lack of work or funds, or the occurrence of conditions beyond the control of the City or when such continuation of work would be wasteful and unproductive.
- 3.9: No policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the following authority conferred on City Officials:
- A. The Charter responsibility of the Mayor as executive officer for enforcing the laws of the State, City Charter and Ordinances, recommending an annual budget of appropriations, and the efficient performance of all executive departments, among other executive responsibilities defined by the Charter.
  - B. The Charter responsibility of the City Council, as the legislative body, for the enactment of ordinances, the appropriation of money and the determination of the City's budget, among other legislative responsibilities defined by the Charter.
  - C. The Charter responsibility of the Civil Service Commission for administering a merit system of employment, adopting rules and regulations, and exercising other personnel responsibilities as defined by the Charter.
  - D. The Charter responsibility of the City Council and the Civil Service Commission in establishing and amending a classification of positions plan, a compensation plan, an insurance and disability plan, and retirement plan.
  - E. The Charter responsibilities of the City in determining the functions and organization of the respective departments or divisions.
  - F. The responsibilities of Department Heads governed by Charter provisions, ordinances, and Civil Service rules:
    - 1. to hire, assign, transfer, and promote employees to positions within the agency;
    - 2. to suspend, demote, discharge, or take other disciplinary action against employees;
    - 3. to relieve employees from duties because of lack of work or lack of funds;

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

#### ARTICLE 4 UNION RESPONSIBILITIES

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

#### ARTICLE 5 UNION SECURITY

- 5.1: Each current employee or any employee hired on or after the execution of this

Agreement, shall, as a condition of employment, either: become a member of the Union thirty days after the employee's hiring date or the effective date of this Agreement, whichever is later, and maintain membership in the Union; or should the employee not apply for membership in the Union, the employee shall pay a service charge in accordance with Section 5.2.

- 5.2: Any present or future employee who is not a Union member and who does not make application for membership, shall, as a condition of employment, pay to the Union each month, a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly dues.
- 5.3: The Police Division shall furnish the Union with an annual list containing the name, address, telephone number, and continuous service date for each rank attained for each employee in the bargaining unit.
- A. The foregoing information shall be furnished to the Union for each new hire within five days after hire.
- B. A copy of change of address or telephone number shall be provided to the Union.
- 5.4: The address and phone number of any employee shall be kept confidential except as is necessary for law enforcement purposes, at the discretion of the Police Chief or their designee. City paychecks will conform to this Article.

## ARTICLE 6 UNION DUES

- 6.1: Deductions. The City agrees to deduct Union membership dues or service fees levied in accordance with the Constitution and By-Laws of the Union.
- 6.2: Payment by Payroll Deduction. In accordance with the provisions of this Agreement relating to Union Security (see Article 5, above), those employees who are required to tender an initiation fee and periodic membership dues or service fee shall be required to do so by signing a written authorization in this regard.
- A. The Employer agrees to give to each new employee at the time of hiring, the current Union authorized payroll deduction forms (dues and service charge) by which the employee shall comply with Section 6.1 above, and 6.2 herein.
- B. Those employees who apply for membership in the Union are required to tender an initiation fee, if any and periodic membership dues and shall be required to do so by signing the "Authorization for Payroll Deduction of

Union Dues" form.

- C. Those employees who do not make application for membership shall be required to tender periodic fees as a service charge by signing the "Authorization for Payroll Deduction of Union Service Charge."
  - D. During the life of this Agreement, the employer agrees to deduct Union membership dues or fees as a service charge, levied in accordance with the Constitution and By-Laws of the Union, from the pay of each employee who executes or has executed the "Authorization for Payroll Deduction of Union Dues" or "Authorization for Payroll Deduction of Union Service Charge."
- 6.3: When Deductions Begin. Payroll deductions under all properly executed written authorizations shall become effective at the time application is received by the City and shall be deducted from the first pay of the month and each month thereafter.
- 6.4: Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to the designated financial officer of the Union with a list for whom dues have been deducted within 15 calendar days after the deduction is made.
- 6.5: Termination of Payroll Deductions. An employee shall cease to be subject to payroll deductions beginning with the month immediately following the month in which the employee is no longer an employee of the bargaining unit. The Union will be notified by the employer of the names of such employees following the end of each month in which the termination took place.
- 6.6: Solicitation Prohibited. Neither the Union nor its members shall intimidate or coerce any employee with respect to the employee's right to work or in respect to Union activity or membership.

## ARTICLE 7 REPRESENTATION

- 7.1: The President of the Union shall be assigned to a day shift with Saturday and Sunday as leave days.
- 7.2: Insofar as possible, the City will endeavor not to transfer the Union shift representatives during the term of their office. However, this shall not apply to the annual training transfers.
- 7.3: The President and other officers of the Union shall be allowed reasonable time off during working hours without loss of time or pay to conduct negotiations,

attend scheduled Union meetings, and handle grievance matters, with the approval of the Officer-In-Charge or Police Chief. During negotiations, members of the negotiation team shall be allowed one hour before the scheduled time of negotiations and one hour after completion of a negotiation session, subject to the operating needs of the Police Division.

- 7.4: The Union President shall be allotted up to eight hours per week with pay to transact official Union business. Official Union business shall not include social affairs or fund-raising activities. The hours provided herein shall not exceed 32 hours in any one month and shall lapse if not used in any one month. These hours may be used only by the President of the Union, who may appoint a designee (who is a member of the Union) to act in their place. This privilege shall not be abused. Subject to the operating needs of the Department, up to two members shall be allowed to utilize this time to attend labor seminars.
- 7.5: Requests for time off under Sections 7.3 and 7.4, where possible, shall be requested at least 48 hours in advance (Monday through Friday). If more notice is possible, this shall be done.

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

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

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

## ARTICLE 8 GRIEVANCE PROCEDURE

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

Step One. The employee shall take up the grievance verbally with the Officer-in-Charge within 10 working days of the date of the grievance. If the grievance is not resolved, they shall report the same to the President or appointed committee who shall verbally take up the grievance with the Officer-in-Charge. If the employee wishes the Union to handle the grievance from the beginning, this may be done. In any case, the Officer-in-Charge shall verbally respond to the last presentation of the grievance within three 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 working days after the oral answer from the Officer-in-Charge in Step One. The Police Chief or their designee shall respond in writing within seven working days. In the event that the grievance is verbally resolved, this resolution shall be confirmed in writing to the Union by the Police Chief or their designee within the time period indicated immediately above.

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

#### Election of Remedies

If a grievance is not resolved at Step Three, the grieving party may elect to appeal to the Civil Service Commission under Step Four of the Grievance Procedure or arbitration under Step Five of the Grievance Procedure. There shall be no appeal from the Civil Service Commission to Arbitration or from Arbitration to the Civil Service Commission.

Step Four. If the grievance is not resolved at Step Three of the grievance procedure, and the grieving party elects to appeal to the Civil Service Commission, the grievance shall be submitted, within 35 calendar days to the Civil Service Commission which shall meet, conduct a hearing, and respond to said grievance within 30 calendar days of receipt of the grievance.

#### Step Five.

- A. In the event of failure to resolve the grievance in Steps One through Three of the grievance procedure, and the grieving party elects to appeal to arbitration, party to the contract may appeal the grievance to an arbitrator

who shall be selected by mutual agreement; provided that written notice is served on the other party within 20 calendar days of the Step 3 decision. In the event the parties are unable to agree upon an arbitrator within seven working days of the request for arbitration, the party requesting arbitration shall promptly thereafter file a demand for arbitration with the American Arbitration Association in accordance with the then applicable rules and regulations of the American Arbitration Association.

- B. In the event of arbitration, the fees and approved expenses of the arbitrator will be paid by the parties equally. Each party shall be responsible for compensating its own representatives and witnesses. However, neither the aggrieved (as appropriate) nor the Local Representative shall lose pay for time off the job while attending arbitration proceedings.
  - C. The arbitrator shall have the authority and jurisdiction to interpret and apply the collective bargaining agreement with respect to the grievance in question but shall not have the power to alter or modify the terms of this Agreement.
  - D. The arbitrator shall submit the decision, in writing, within 30 days after the conclusion of the hearings, and the decision of the arbitrator so rendered shall be final and binding upon the employees involved, the Union and its members, and the City.
- 8.2: Any grievance not appealed in writing from the decision at any of the first three steps under the Grievance Procedure to the next step, within the time prescribed, shall be considered settled on the basis of the last decision.
- 8.3: Notwithstanding the foregoing, an employee, during hours of employment, shall complete their assignments and follow the procedure as outlined above or the employee shall be subject to disciplinary action.
- 8.4: Any grievance settlement shall be made in accordance with the terms and spirit of this Agreement.
- 8.5: When one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case.
- 8.6: Any individual employee, at any time, may present grievances to the Police Chief and have the grievance adjusted without intervention of the Union, if the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect; and provided that the bargaining representative has been given opportunity to be present at such adjustment.

- 8.7: When a grievance of an employee affects a number of employees and concerns matters which are similar in nature, such a grievance may be submitted in writing directly to the Police Chief, in accordance with Step Two, as a representative grievance, the disposition of which would be applicable to other employees similarly affected.
- 8.8: Notwithstanding the available steps under the present grievance procedure, in the event of a clear case of emergency, as determined by the Executive Board of the Police Officers Association of Michigan/Livonia, the employee can submit the grievance directly to the Police Chief who will then decide whether or not to waive the preceding grievance step(s). If the Police Chief waives Step One and/or Step Two of the grievance procedure, they will then submit the grievance in accordance with Step Three of the grievance procedure.
- 8.9: Probationary employees, as defined in Rule 17 of the Rules and Regulations of the Civil Service Commission, shall have no right to grieve decisions to terminate their employment.

#### ARTICLE 9 COMPUTATION OF BACK WAGES

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

#### ARTICLE 10 DISCIPLINARY PROCEDURE

- 10.1: Reprimands. With regard to oral or written reprimand, an employee may, if they so desire, request the application of the Grievance Procedure for the purpose of reviewing such reprimand. Oral and written reprimands shall be removed from an employee's records on the second anniversary of their issuance. The foregoing shall not apply to any other form of disciplinary action.
- 10.2: Suspension, Demotions, or Discharge. In any contemplated action, excluding oral or written reprimands, an employee will be given a letter listing the charges, stating the officer's right to representation and giving the charged officer 10 days to request a hearing before the Police Chief or their designate, to review the charges against the employee and, based upon this review, the Chief or their designee shall make a final decision, within 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 30 days of the receipt of the request giving the officer a minimum of 72 hours' notice of the meeting date and time.

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

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

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

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

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

(CITY CHARTER, CHAPTER V, SECTION 16j)

Any employee or officer in the classified Civil Service may be removed, suspended, or demoted by the Appointing Authority for cause, as shall be established by the Civil Service Commission, by an order in writing stating specifically the reasons therefor. A copy of such order shall be filed with the Commission. Such employee may within 10 days after presentation of such order to them appeal from such order to the Civil Service Commission. The Commission shall within two 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 them.

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

The charged officer may take such other action as they may desire provided under the law, should their 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 their designee acts upon the charge. In the event the employee is discharged, they 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 to them by the City.

In regard to written reprimands, if the reprimanded officer feels that the reprimand is unjustified, the employee may request an appeal before the Police Chief or their designee within 10 days of the receipt of the reprimand. The Chief or their designee will grant such appeal hearing within 30 days of the receipt of the request giving the officer a minimum of 72 hours' notice and rendering a final decision within 10 days of the appeal hearing.

- 10.3: Complaints of a Criminal Nature. It is recognized that criminal complaints against Police Officers must be investigated in order to preserve the integrity of the profession. This investigation shall be carried out in an expeditious and professional manner. Further, the constitutional rights of those involved shall be preserved.
- 10.4: Representation. Should an employee request Association representation at an investigatory interview where they believe the investigation may result in disciplinary action, their request for representation will be complied with by the employer in order for such an interview to take place, subject, however, to the following:
- A. An employee may waive this right, and if they prefer, participate in an interview without Association representation.
  - B. When an employee request such representation, the employer may determine not to proceed with the interview. In other words, the employer shall have the right to refuse to conduct the interview, and the employee may, as a consequence, not be afforded such benefits as they may otherwise receive by reason of the interview being conducted.
  - C. At such investigatory interview, the employer shall have no duty to bargain with the Association representative. The Association representative may assist the employee in an attempt to clarify the facts; however, the employer may insist that they are only interested in hearing the employee's own account of the matter under investigation.

## ARTICLE 11 ORIGINAL APPOINTMENTS AND PROMOTIONS

- 11.1: All promotions shall be made in accordance with the City Charter and the Rules

and Regulations of the Civil Service Commission, and the following apply with respect to the same.

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

An employee with at least three years' experience as a Police Officer with the City of Livonia can utilize prior service as a MCOLES certified, or equivalent out-of-state experience, Police Officer at another Police Department to qualify for a Sergeant promotional examination. 50% of the time served as an MCOLES certified, or equivalent, police officer at another Department, up to a maximum of two years, can be combined with experience as a Police Officer with the City of Livonia to reach the five years of experience required to qualify for a Sergeants examination. For example, an employee who served four years as an MCOLES certified, or equivalent, Police Officer at another Police Department would earn two years credit, and would qualify for a promotion examination for Sergeant, with three years of experience as a Police Officer with the City of Livonia. Only full years of service will be counted for external experience; credit will not be given for a partial year of service. The City is responsible for verifying the years of service with external departments.

- 11.3: During the life of this Contract, there shall be no changes in the parts and weights for the promotional examination for Sergeant until the Union has had an opportunity, if it so desires, to negotiate with the Civil Service Department concerning said changes. In the event the Union and the Civil Service Department cannot reach agreement as to the proposed changes, either party may submit the dispute to arbitration pursuant to Article 8 of this Agreement. In reviewing the changes, the Arbitrator shall apply a standard of reasonableness.
- 11.4: Only time as a PSA, Police Cadet, Police Officer I, or Police Officer II with the City of Livonia will be credited for seniority points in the promotional examinations for Sergeant. Police Officer II's will receive 1/4 seniority points per completed year of service for time in grade as a PSA, Police Cadet, or a Police Officer I. Time in grade as a Police Officer II will be credited with 1/2 seniority points per completed year of service.
- 11.5: In those cases, in which a Police Officer has left the Police Division and returned, they shall not be eligible to take a promotional examination for two years. After two years have elapsed from the date of return, the employee shall be eligible to take a promotional examination, provided the officer meets the other minimum

qualifications and the employee's prior service shall apply in computing seniority points.

- 11.6: In the promotional examination for Sergeant, the procedure with respect to departmental ratings shall be as follows:
- A. Departmental ratings will be compiled and averaged once a year. Semi-annually an Officer will receive a form bearing written recommendation and comments on their performance and shall sign and retain a copy. An officer will receive notice of substandard activity at least one month prior to the semi-annual rating. Supervisors will review the performance of their subordinates on a quarterly basis.
  - B. The officer may ask for review by the Police Chief or their designee.
  - C. In the promotional examination for Sergeant, the average of the last three yearly departmental ratings shall be used.
- 11.7: A probationary Police Officer shall be assigned according to the Department's current Field Training Officer Policy.

## ARTICLE 12 LAYOFFS

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

## ARTICLE 13 TRANSFERS AND ASSIGNMENTS

- 13.1: In the event of vacancies in Bureaus in the classification of Police Officer, planned to be filled by the transfer of personnel:
- A. The Union shall be advised in writing of the vacancies at least 14 days prior to filling such vacancies.
  - B. The employees will be given a minimum of 14 days from the date the Union was notified to express interest in the vacancies by the posting of a list in the affected bureau.
  - C. A communication giving notice of the posting of lists will be issued to all personnel with a copy sent to the Union.
  - D. Department policy is to make transfers effective the 1st day of February in

each year for training purposes.

- E. However, if vacancies occur at other times, a list will be posted for officers to indicate their interest and selection will be made from the most recent list.
  - F. The Police Chief may waive such notice and transfer personnel immediately if operating needs of the Police Division require such action. If assignments so made are to exceed 30 days, the notification procedure shall then be followed and reassignments may then be made at the discretion of the Police Chief, based on the procedure outlined above.
- 13.2: Because of necessary changes within a bureau, officers may be reassigned to areas under the command of that bureau. For example, a school liaison officer may be assigned from within the youth bureau, or an officer may be reassigned to a different platoon within the patrol bureau. These assignments will not be posted.
- 13.3: In making transfer assignments, officers will be selected from the lists with consideration given to fitness for the assigned duties and responsibilities and seniority. An employee shall have the right to discuss with the Police Chief the basis for such assignments or instead, at the option of the employee, the Chief shall put their reasons for not making the requested transfer in writing and give same to the employee; however, their oral or written obligation shall only apply to one requested transfer during a given transfer period. The decision of the Police Chief in the matter of transfer assignments shall be final and not subject to the grievance procedure, except to the extent that the notification and the review procedure outlined here is not followed.
- 13.4: In the event of training opportunities outside the Police Division, the Department will post these opportunities for training in the Department Roll Call Room.

#### ARTICLE 14 SHIFT SELECTION/POLICE OFFICERS

- 14.1: The following four months are designated for eight Leave Days per month:

February, April, June, November

The remaining eight months will have nine Leave Days per month to fulfill the required amount of 104 Leave Days per year.

- 14.2: The following will be the procedure with regards to permanent shifts/patrol:

- A. Only those personnel assigned to the Patrol Bureau of the Uniform Division

are included in the 12-hour shift program.

- B. There shall generally be two 12-hour shift schedules including a "Day Shift" which shall run from 0700 to 1900 and a "Night Shift" which shall run from 1900 to 0700. The Chief of Police shall also have the right to establish a third 12-hour shift with start and stop times at the City's discretion upon 30 days' notice to the Union. The City retains its right to make modifications to this schedule in the event of an emergency.
- C. The following shall apply irrespective of any language to the contrary in this Agreement:
  - a. All Officers and Dispatchers assigned to the Patrol Bureau will work a 12-hour shift schedule. There will be 80 hours of scheduled work per pay period, which is a 14-day cycle. To achieve this, employees will work three 12-hour shifts each week. Employees will not work more than three 12-hour shifts in a row. Employees must also work one eight-hour shift during each pay period. The eight-hour shift can be worked consecutive to 12-hour shifts. Except in an emergency, employees cannot work more than four days consecutively.
  - b. The schedule will be on a 28-day cycle. Employees must work at least one weekend (Saturday and Sunday consecutively) during a 28-day cycle. Employees must also work at least two additional primary days (Friday, Saturday, or Sunday) during the 28-day cycle, except that during the month with annual furlough, only one primary day is required. The primary days do not have to be consecutive. The weekend and primary workdays shall be 12-hour shifts. Leave days will be selected based upon seniority and will be picked based upon two cycles, making it 56 days.
  - c. Police Officers and Dispatchers shift and leave days will be selected consistent with Department policy.
  - d. Police Officers and Dispatchers will be required to have eight hours off between shifts. Secondary employment that is not compliant with this clause is prohibited. At no time will any employee be allowed to work 24 consecutive hours. Employees can switch Leave Days with one another unless it would cause either employee to work 24 consecutive hours or either employee to not have eight hours off in between their shifts.
  - e. Seniority will be based on time in rank. Police Officers and

Dispatchers will bid for shifts based upon seniority as currently is the practice. Shift bids will be on a bi-annual basis and posted two months prior to the beginning of the new cycle. Each shift must have 25% of their manpower with at least three years of seniority. This mandate is to ensure that each shift has equal experience in time, defined as seniority, compared to the other shifts. Seniority must be re-evaluated on an annual basis. The analysis may cause the listed minimums to be modified. Any modification must be agreed upon by all parties. The Chief of Police may re-assign personnel to achieve this goal.

- f. Holiday pay shall continue to be treated the same pursuant to Article 20.1 and pay will continue to be based upon eight hours per holiday.
- g. When selecting a monthly court date for traffic offenses, all Officers working Day Shift will report for court while on duty during their shift. All Officers working Night Shift must ensure that they have a minimum of eight hours off prior to their next shift. Any Officer working Night Shift shall use discretionary time if they are held late at Court and it would cause them to not have at least eight hours off until their next shift. Any Officer who has to appear for Court that is on their day off (example: pre-trial hearing, trial, court at the Third Circuit Court, etc.), shall be compensated as prescribed in Article 21 of the Agreement.

Day Shift - appearance while working.

Night Shift - two-hour minimum or time and one-half whichever is greater.

- h. Prescheduled overtime (STAR details, Reserve details, etc.) must be worked prior/after the employee's eight-hour shift or on their day off. Employees can also volunteer to cover additional shifts as long as it does not cause them to work more than three consecutive 12-hour shifts and allows at least eight hours off in between shifts. Generally, only one block of overtime will be permitted. This is not to exceed 12 hours of work on any given day.
- i. The Chief of Police retains all rights to approve or deny employee requests for time off and to reassign employees pursuant to management rights.

B. Leave Day Selection - Patrol Division

- 1. Only those officers assigned to regular patrol work are included in this program.

2. Platoon Officers shall be assigned in Groups of six, one group to each Scout Car Section. Leave Days will be selected by seniority, by Scout Car Group, with a minimum of two Officers working each day from each Scout Car Group on a Leave Day at any one time. Each officer will be allowed to pick the total number of Leave Days due to them each month; however, the Platoon Commander reserves the right to assign up to a total of three of these Leave Days as they see fit to meet the operating needs of the Platoon. Any disputes resulting from the way the officers are assigned to the different Scout Car Groups will be resolved by the Platoon Commander and their decision shall be final in all cases.
  3. The officers will select their Leave Days for the next cycle by the 28<sup>th</sup> day of the current cycle. The Shift Supervisors will finalize the Leave Day selections 14 days prior to the next cycle.
  4. Any cancellation of the Leave Days by the Platoon Commander, after the posting of Leave Days 14 days prior to the preceding month, shall result in the payment of time and one-half day, or time and one-half compensatory time, at the election of the Officer whose Leave Days are cancelled.
- B. Shift selection will be done on a 28-week cycle and then a 24-week cycle. This is done because leave days are selected on a 56-day, or eight-week, cycle. Eight weeks can only be divided into 28 and 24-week cycles and cannot be divided into the 26-week cycle that is currently being utilized. The 28- and 24-week cycles are necessary to maintain the correspondence between the 12-hour program and payroll.
- C. Selection shall be by seniority, subject to the following listed restrictions:
1. Police Officers with less than two years seniority are to be assigned at the discretion of the Police Chief.
  2. At least one-third of Police Officers assigned to each shift will have at least three years seniority.
- D. The Police Chief shall establish the total manpower allocated to each shift.
- E. The Police Chief may create a fourth shift on a temporary basis using the following procedure:

The Police Chief will ask for volunteers first; if not enough qualified volunteers, reverse seniority will be a factor in selection. This type of

assignment would be for at least one week duration. The Police Chief need not select solely from volunteer list.

In the event the Police Chief shall determine to initiate a fourth shift permanently, six months notification shall be given, and bids will be made in accordance with the bidding procedure.

- F. It is recognized that management requires the utilization of one-person scout cars, any ratio of one to two-person cars is up to the discretion of the O.I.C., subject to approval of Uniform Division Commander.
- G. The Police Chief, at their discretion, can temporarily reassign an officer for up to 30 days, once during each bid selection year. An employee so transferred shall be notified of the reason.

After four years on a given shift, management may require a Police Officer to select a different shift for reasonable cause as determined by the Police Chief.

- H. A voluntary trade of shifts with another officer may be made to accommodate unexpected personal circumstances of a family nature for 30 days with approval from the Police Chief.
- I. Unexpected transfers - Should a Police Officer be transferred out of Patrol Bureau to assume another position, management may move a "select officer," an officer having five years or more seniority, to maintain the 1/3 rule set forth in Section 14.2.C.2. That officer may be required to assume the Leave Days of the prior officer's selection for the duration of the month.

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

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

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

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

M. Training

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

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

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

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

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

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

N. Police Officers shall select furlough based on shift seniority following shift selection in December and June. The selection will be for the upcoming six-month period.

O. Employees who select a shift change or are bumped and have not participated in the first three training blocks of the year, must participate in one of the three remaining training blocks, subject to the operating needs of the department.

P. The parties recognize that the agreement to go to a 12-hour shift schedule was based on numerous factors, but that an absolute and unqualified condition of the City's agreement to agree to this change was based on the understanding of the parties that the modification to a 12-hour shift schedule would be essentially cost neutral to the City. Both the City and

the Unions recognize that there are a variety of 12-hour shift schedules, some of which include an increase in work schedules during a two-week pay period. These schedules increase hours of work from 80 hours to 84 hours. The Union specifically proposed this 80-hour schedule to achieve the cost neutrality required by the City. The parties further agree that any changes in the future to the 12-hour shift schedule shall continue to satisfy the objective of maintaining essential cost neutrality. The language of this paragraph will be contained in any future collective bargaining agreement which contains any form of a 12-hour shift schedule.

- 14.3: Patrol officers may be assigned to work a shift in place of their normally scheduled hours up to five days per year for on-site training purposes. For off-site training purposes, shift assignments may be changed without limitation. The first training day will be utilized as an eight-hour shift. The second through fourth training days shall be counted as full 12-hour shifts. Any training class that lasts five days shall be counted as a 40-hour work week. Should any scheduled training day exceed the employee's normally scheduled eight or 12-hour shift, the employee will be eligible for overtime compensation. It will be the employee's responsibility to ensure that a complete 80 hours is covered for the pay period.

ARTICLE 15  
SHIFT SELECTION/DISPATCHERS

- 15.1: Only those personnel assigned to the Patrol Bureau of the Uniform Division are included in the 12-hour shift program.
- A. There shall generally be two 12-hour shift schedules including a "Day Shift" which shall run from 0700 to 1900 and a "Night Shift" which shall run from 1900 to 0700. The Chief of Police shall also have the right to establish a third 12-hour shift with start and stop times at the City's discretion upon 30 days' notice to the Union. The City retains its right to make modifications to this schedule in the event of an emergency.
- B. The following shall apply irrespective of any language to the contrary in this Agreement:
- a. All Officers and Dispatchers assigned to the Patrol Bureau will work a 12-hour shift schedule. There will be 80 hours of scheduled work per pay period, which is a 14-day cycle. To achieve this, employees will work three 12-hour shifts each week. Employees will not work more than three 12-hour shifts in a row. Employees must also work one eight-hour shift during each pay period. The eight-hour shift can be worked consecutive to 12-hour shifts. Except in an emergency, employees cannot work more than four days consecutively.
- b. The schedule will be on a 28-day cycle. Employees must work at least

one weekend (Saturday and Sunday consecutively) during a 28-day cycle. Employees must also work at least two additional primary days (Friday, Saturday, or Sunday) during the 28-day cycle, except that during the month with annual furlough, only one primary day is required. The primary days do not have to be consecutive. The weekend and primary workdays shall be 12-hour shifts. Leave days will be selected based upon seniority and will be picked based upon two cycles, making it 56 days.

- c. Police Officers and Dispatchers shift and leave days will be selected consistent with Department policy.
- d. Police Officers and Dispatchers will be required to have eight hours off between shifts. Secondary employment that is not compliant with this clause is prohibited. At no time will any employee be allowed to work 24 consecutive hours. Employees can switch Leave Days with one another unless it would cause either employee to work 24 consecutive hours or either employee to not have eight hours off in between their shifts.
- e. Seniority will be based on time in rank. Police Officers and Dispatchers will bid for shifts based upon seniority as currently is the practice. Shift bids will be on a bi-annual basis and posted two months prior to the beginning of the new cycle. Each shift must have 25% of their manpower with at least three years of seniority. This mandate is to ensure that each shift has equal experience in time, defined as seniority, compared to the other shifts. Seniority must be re-evaluated on an annual basis. The analysis may cause the listed minimums to be modified. Any modification must be agreed upon by all parties. The Chief of Police may re-assign personnel to achieve this goal.
- f. Holiday pay shall continue to be treated the same pursuant to Article 20.1 and pay will continue to be based upon eight hours per holiday.

Day Shift - appearance while working.

Night Shift - two-hour minimum or time and one-half whichever is greater.

- g. Prescheduled overtime (STAR details, Reserve details, etc.) must be worked prior/after the employee's eight-hour shift or on their day off. Employees can also volunteer to cover additional shifts as long as it does not cause them to work more than three consecutive 12-hour



- 15.6: Shift Openings. In the event a permanent vacancy is created on any shift the following procedure will be used to fill the vacancy:
- A. The assignment of the vacancy will be done by seniority.
  - B. If by the aforementioned section the Dispatcher chooses to fill a vacancy by seniority and said Dispatcher had an approved annual furlough prior to reassignment and this furlough is in conflict with a Dispatcher previously assigned to the shift the reassigned Dispatcher will have to forfeit their furlough choice regardless of the Dispatchers seniority.
- 15.7: In the event that a dispatcher requests a discretionary day off and granting the request would result in no dispatcher being on duty, the OIC may decline the request.

ARTICLE 16  
LEAVE DAYS/DISPATCHERS

- 16.1: The Dispatchers will select their Leave Days for the next cycle by the 28<sup>th</sup> day of the current cycle. The Shift Supervisors will finalize the Leave Day selections 14 days prior to the next cycle.
- A. Dispatchers will pick by seniority, by shift group, with a minimum of two Dispatchers working 12-hour shifts per car, per day. Only 12-hour shifts count for minimums.
  - B. If Dispatchers change shifts, their selection of Leave Day positions will be that of the Dispatcher that they replaced.
  - C. Dispatchers wishing to take advantage of their vacation days, personal business days, or compensatory time may do so under the guidelines of their contractual agreement or departmental procedures.

ARTICLE 17  
CALL IN FOR DISPATCHERS

- 17.1: If it is determined by the Officer-in-Charge that there is sufficient manpower scheduled and there is a dispatch qualified Police Officer scheduled to work, that Police Officer can be used to fill a vacancy.
- 17.2: In the event the vacancy cannot be filled by the existing manpower, the following steps shall be used:
- A. First calls to Dispatchers on leave from the same shift the vacancy occurs on.

- B. If steps A and B result in a vacancy still remaining open, the remaining Dispatchers are to be called on an equalized basis.
  - C. In the event no one volunteers for any overtime assignments and a Dispatcher must be ordered in, least senior Dispatcher shall be ordered in.
  - D. In the event that the employer is unable to contact any Dispatchers a dispatch qualified Police Officer may be ordered in.
- 17.3: If a shortage of personnel occurs on individual shifts and there is a need to call in personnel, regardless of who is assigned to the Dispatch Center, the Officer-in-Charge shall call in those personnel as they deem necessary.

ARTICLE 18  
TRADING LEAVE DAYS/DISPATCHERS

- 18.1: Police Dispatchers may trade Leave Days under the following guidelines:
- A. No 16-hour shifts.
  - B. No more than 40 hours in any one work week.
  - C. All trades must be approved by the Officer-In-Charge.

ARTICLE 19  
REQUEST FOR TIME OFF/DISPATCHERS

- 19.1: All requests for compensatory time, personal business days, and individual furlough days will be granted in the same manner as Article 25 Section 1, with the exception that only one dispatcher can be off at any given time.

ARTICLE 20  
HOLIDAYS

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

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

ARTICLE 21  
OVERTIME

- 21.1: An employee who is required to work beyond their scheduled shift shall receive time and one-half in accordance with the schedule under Section 21.5 of this Article.
- 21.2: When an employee is called back to duty, while off duty or on a leave day or a vacation day, the employee shall be paid for a minimum of three hours pay or at time and one-half, whichever is greater, further subject to the provisions of overtime set forth in Departmental Memorandum #361 and the Court time provisions of Article 14.2.L.
- 21.3: A. An employee who is required to attend a training session, up to two and one-half hours in a calendar week, immediately before or after their regular duty hours within the Police Division shall receive time and one-half for all hours in such training. When employees are called back to duty for training, Section 21.2 will apply. Overtime provisions will apply to off-site training when actual training time exceeds the employee's scheduled shift for that day, including travel time beyond five miles of the city limits of Livonia.
- B. No overtime will be paid when employees are assigned a different shift for on-site training purposes unless the actual training time exceeds the scheduled shift, including travel time beyond five miles of the city limits of Livonia. During said assignment, employees will not be assigned any other duties except in an emergency.
- 21.4: All overtime can be taken in compensatory time at the same rate, whether earned at straight time or time and one-half, at the request of the employee. Compensatory time may be accumulated up to a maximum of 80 hours. Employees will be paid for any overtime hours worked that would cause the employee to exceed 80 hours of compensatory time.
- 21.5: For the purpose of computing compensatory time or the time for determining payment of time and one-half, the following schedule will apply for fractions of an hour. This shall also be applicable where more than one hour is worked.

Agreement between the City of Livonia  
and the Police Officers Association of Michigan  
December 1, 2023 – November 30, 2026

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

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

employees upon request to the Administration Office of the Police Division.

21.7: Upon an employee's retirement or separation from service, their accumulated compensatory time up to 80 hours shall be paid to them at a straight time rate, or to their dependents if designated, or their estate in case of death.

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

- A. Employees on vacation shall receive deferred vacation time equal to the vacation time lost because of standby service provided that no more than eight hours for each day shall apply to vacation time. Use of deferred vacation time at a later date is subject to the operating needs of the Police Division.
- B. Employees on standby service on Leave Days (which are normally two 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. Such compensatory time shall be accumulated separately and without limitation by any other provision in this Agreement. Computation of such compensatory time shall be in accordance with the schedule under Section 21.5.
- C. When employees are regularly placed on standby (on call) for a period of seven calendar days as part of their duties, they shall receive eight 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 four hours for such standby. Such compensatory time shall be accumulated separately along with any time accumulated under subsection B above and without limitation by any other provision in this Agreement.
- D. When employees must forfeit deposits because of being placed on standby or called back to duty, the City will pay the employee up to \$100 if proof is submitted of payment of the deposit and the date of payment, and a valid statement is submitted from the proprietor that the deposit of a certain time was forfeited since the policy of the business establishment requires that notice was to be given by a certain date and cancellation was not made until after that date.

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

21.10: In addition to overtime rates provided above, the employee shall be entitled to keep any subpoena fees they receive.

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

21.12: Police Officers and Dispatchers will receive the following additional pay for the duties listed below upon being designated such duty in writing by the Police Chief or their designee:

Field Training Allowance:	2 additional hours of pay per day
Internal Training Allowance:	1 additional hour of pay per day
Dispatch Training Allowance:	2 additional hours of pay per day

21.13: Employees shall be able to receive payouts of accrued compensatory time, upon written request, up to a maximum of two times per year in any single City fiscal year, by providing notice of such requested payout to the City by April 15<sup>th</sup> and/or October 15<sup>th</sup> of any year. Such payouts, if requested, shall be paid on or by the first pay date in the months of May and November.

## ARTICLE 22 VACATIONS

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

22.2: Vacation days may be combined to provide up to 160 hours of vacation, if available, subject to approval by the Police Chief.

22.3. A. The following vacation schedule shall apply to Police Officers and Dispatchers hired prior to March 19, 2014:

1. Thirteen and one-quarter hours per month up to the completion of five years of continuous service.
2. Upon the completion of five years of continuous service and up to the completion of 10 years of continuous service, 14.75 hours per month.
3. Upon the completion of 10 years of service, 16 hours per month.
4. Upon completion of 15 years of service, 16.75 hours per month.

5. Upon completion of 20 years of service, 18 hours per month.
- B. The following vacation schedule shall apply to Police Officers and Dispatchers hired on or after March 19, 2014:
1. Eight hours per month during the first year of service.
  2. Ten hours per month during the second and third year of service.
  3. Eleven hours per month during the fourth year of service.
  4. Twelve hours per month during the fifth year of service.
  5. Upon the completion of five years of continuous service and up to the completion of 10 years of continuous service, 14.75 hours per month.
  6. Upon the completion of 10 years of continuous service, 16 hours per month.
  7. Upon the completion of 15 years of continuous service, 16.75 hours per month.
  8. Upon the completion of 22 years of continuous service, 18 hours per month.
- 22.4: A. Vacation for all employees may be accumulated up to 544 hours. Employees may accrue time beyond 544 hours during the year, provided that any vacation time over 544 hours as measured on the Friday prior to the first payroll in December of any year shall be lost and provided further that the maximum payout at retirement shall remain 544 hours irrespective of the total hours accrued on the date of retirement. The 544-hour maximum accumulation includes any bonus vacation days earned.
- B. Upon separation from service, an employee shall be paid for their earned vacation up to a maximum of 544 hours. In the event of death, the employee's dependents, if designated, or their estate shall be paid the vacation pay.
- C. Employees shall have a one-time option to declare in writing to the Human Resources Director a stated retirement date. Employees electing this option may go above the maximum of 544 vacation hours as of the Friday prior to the first payroll in December, provided that if the employee does not retire within one year, the employee will lose any vacation in

excess of 544 hours as measured on the Friday prior to the first payroll in the second December following the written declaration, and provided further that the maximum payout at retirement shall remain 544 hours irrespective of the total hours accrued on the date of retirement.

- 22.5: Employee seniority within rank shall prevail in selection of furlough periods within bureaus. Within patrol platoons, Dispatchers will pick their furloughs along with Police Officers. For furlough selection purposes, Dispatcher seniority will be based on the date of hire as a Dispatcher; Police Officer seniority will be based on the date the employee was sworn in as a Police Officer.

ARTICLE 23  
SICK LEAVE

- 23.1: Regular full-time employees, shall accumulate sick leave at the rate of eight hours 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 to the employee at the employee's current rate in the event of termination of active employment for any reason, after 10 years of service, or retirement, or duty disability retirement, or in the case of death, it will be paid to the employee's beneficiary or estate, subject to the maximum accumulation provided, in the following manner:

- A. Upon termination from the City, accumulated sick leave up to a maximum of 1,296 hours shall be paid out upon termination to Police Officers, as follows:
1. The first 432 hours (hours 1 to 432) in the employee's sick leave bank shall be paid based upon 25% of the employee's hourly rate at the time of termination.
  2. The next 432 hours (hours 433 to 864) in the employee's sick leave bank shall be paid based upon 50% of the employee's hourly rate at the time of termination.
  3. The next 432 hours (hours 865 to 1296) in the employee's sick leave bank shall be paid based upon 70% of the employee's hourly rate at the time of termination.
  4. Police Officers hired prior to December 1, 2012, and after November 30, 2023, who have over 1600 hours in their sick leave bank at the time of termination shall, in addition to the payments in subsections 1-3, above, receive a bonus of \$6,000.

5. Police Officers hired on or after December 1, 2012 and prior to December 1, 2023, who have over 1500 hours in their sick leave bank at the time of termination shall, in addition to the payments in subsections 1-3, above, receive a bonus of \$6,000.
- B. Upon termination from the City, accumulated sick leave up to a maximum of 1,200 hours shall be paid out upon termination to Dispatchers, as follows:
1. The first 400 hours (hours 1 to 400) in the employee's sick leave bank shall be paid based upon 25% of the employee's hourly rate at the time of termination.
  2. The next 400 hours (hours 401 to 800) in the employee's sick leave bank shall be paid based upon 50% of the employee's hourly rate at the time of termination.
  3. The next 400 hours (hours 801 to 1200) in the employee's sick leave bank shall be paid based upon 70% of the employee's hourly rate at the time of termination.
  4. Dispatchers hired prior to December 1, 2012 and after November 30, 2023, who have over 1600 hours in their sick leave bank at the time of termination shall, in addition to the payments in subsections 1-3, above, receive a bonus of \$6,000.
  5. Dispatchers hired on or after December 1, 2012 and prior to December 1, 2023, who have over 1500 hours in their sick leave bank at the time of termination shall, in addition to the payments in subsections 1-3, above, receive a bonus of \$6,000.

Employees may continue to accumulate sick leave beyond their applicable maximum; however, these hours shall not be considered for payout purposes as specified herein.

- 23.2: Serious illness of husband or wife or child shall warrant the use of sick leave by the employee after arrangements have been made with their immediate supervisor, provided that this is restricted to 64 working hours in the calendar year.
- 23.3: Police Officers and Dispatchers who do not use more than 32 hours of their sick leave banks during the preceding calendar year shall have an additional 24 hours added to their vacation bank on January 1.

- 23.4: For employees who participate in the City's RHSP, accrued sick leave paid at termination shall be paid into the employee's RHSP account.

ARTICLE 24  
BEREAVEMENT LEAVE

- 24.1: An employee shall be allowed up to 80 working hours as bereavement leave hours not to be deducted from a sick leave in the event of death of the current spouse, children, or stepchildren. An employee shall be allowed up to four working days for employees assigned to an eight-hour shift and three working days for employees assigned to a 12-hour shift as bereavement days not to be deducted from sick leave for a death in the immediate family, subject to approval by the Police Chief or their designee. Immediate family is defined as follows: Mother, Father, Sister, Stepmother, Stepfather, Sister-in-Law, Brother, Brother-in-Law, Grandparents of the employee, Grandchildren, Mother-in-Law, Father-in-Law, or a member of the employee's household. An employee shall be allowed up to two working days as bereavement leave in accordance with the foregoing provisions for the death of grandparents of the employee's spouse.
- 24.2: An employee shall be allowed one working day per year of bereavement leave for the death of a close personal friend. The employee's request for time off shall include the name of the friend and the location of the funeral.

ARTICLE 25  
PERSONAL BUSINESS

- 25.1: Personal business, not to exceed 24 hours in any calendar year, shall be allowed to employees without loss of pay or deduction from sick leave. Personal business shall be taken in no less than two-hour increments. 16 hours of annual personal business cannot be denied, up to a maximum of two employees per shift except for City emergencies and significant City events, e.g., Livonia Spree, provided that such time is not used in conjunction with a holiday. The remaining 8 hours of personal business can be taken at any time subject to the operational needs of the Police Division. Such requests shall be made in advance and in writing.

ARTICLE 26  
MEDICAL (MATERNITY LEAVE)

- 26.1: In order to protect the health and welfare of employees and the interest of the City, an employee who becomes pregnant will be granted a leave of absence when her physician states she should no longer work and shall return to work after eight weeks of termination of pregnancy unless recommended otherwise by her physician. The employee may be examined by the City Physician before commencing leave and must be examined by the City Physician before

returning to work. The City Physician must concur with the employee's physician regarding the date leave commences and terminates. In the event there is a disagreement between the City Physician and the employee's physician, as to when the leave should commence or terminate, the City Physician and employee's physician will agree on a third physician whose opinion as to the commencement or termination of the leave shall be binding on all parties.

ARTICLE 27  
HEALTH CARE COVERAGE

- 27.1: The employer agrees to pay the premium for hospitalization-medical coverage ("Base Plan") for regular full-time employees, spouses, and dependent children under 19 years of age or the applicable legal age, whichever is greater. The health care plan to be provided shall be the as detailed in Exhibit B and shall include an annual deductible of \$250 per member and \$500 per two-person/family; co-insurance payments of \$1,000 per member and \$2,000 per two-person/family and shall include a \$20 office visit co-pay and a \$100 emergency room co-pay waived if admitted to hospital. The Rx drug prescription rider shall be a \$10 co-pay for generic drugs, a \$25 co-pay for formulary brand drugs, a \$50 co-pay for non-formulary brand drugs, and a co-pay of 10% of the cost of the drug, up to a maximum of \$100 per prescription, for specialty drugs. The prescription is to be filled by generic drug unless the physician directs the prescription to be "Dispensed as Written." The online visit co-pay for employees who utilize online primary care visits will be one-half of the regular office visit co-pay.
- 27.2: A: Employees who retire on or after December 1, 2012, below the age of 65, subject to all other provisions of this Agreement shall be eligible to participate in the plan, as described in Exhibit B, with annual deductible of \$250 per member and \$500 per two-person/family; co-insurance payments of \$1,000 per member and \$2,000 per two-person/family, and which shall include a \$20 office visit co-pay and a \$100 emergency room co-pay waived if admitted to the hospital. The Rx drug prescription rider shall be a \$10 co-pay for generic drugs, a \$25 co-pay for formulary brand name drugs and a \$50 co-pay for non-formulary brand name drugs. The prescription is to be filled by generic drug unless the physician directs the prescription to be "Dispensed as Written." This coverage shall include the retiree, spouse, and dependent children under 19 years of age or the applicable legal age, whichever is greater.
- B: Employees who are hired prior to November 2, 2011, and who retire after December 1, 2017, shall, in addition to all of the items detailed in Section 27.2.A, have a co-pay of 10% of the cost of the drug, up to \$100 per prescription, for specialty drugs.

C: Employees who are hired or promoted into the bargaining unit on or after November 2, 2011, shall not be entitled to retiree health insurance upon retirement. Instead, the City will contribute to a retirement health savings plan (RHSP) for use by the employee following separation from employment under the following terms:

1. The City will contribute \$100 per bi-weekly pay period into the employee's RHSP account.
2. The employee shall vest in the employer contribution following four years of service.

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

27.4: The City will offer the option of hospitalization-medical coverage as currently provided and detailed in Exhibit B to this Agreement ("Alternative Plan"), in lieu of the hospitalization-insurance provided above, subject to Section 27.8, below. Once an employee or retiree has selected an offered hospitalization-medical coverage option, no change can be made until the next re-opening date. The Rx drug prescription rider shall be a \$10 co-pay for generic drugs, a \$25 co-pay for formulary brand drugs and a \$50 co-pay for non-formulary brand name drugs, and a co-pay of 10% of the cost of the drug, up to a maximum of \$100 per prescription, for specialty drugs. The prescription is to be filled by the generic drug unless the physician directs prescription to be "Dispensed as Written." The office visit co-pay will be \$20, and the emergency room co-pay will be \$100 waived if admitted to hospital.

27.5: The City reserves the right to select a different health care plan or plan administrator/insurer for all offered plans, including the plans referenced in Sections 27.1 and 27.4, above, at any time during this Agreement provided the plan offers substantially similar or better benefits than the current plan(s). For the purpose of this Agreement, "substantially similar" shall mean that the replacement plan(s) offers at least the same applicable medical co-pays (prescription, office and emergency room), annual deductibles, and co-insurance levels as those provided in the Base Plan (Section 27.1) for any replacement to the Base Plan and for those provided for the Alternate Plan (Section 27.4) for any

replacement to the Alternate Plan. Additionally, the in-network Doctor/Provider Participation of the new plan must include at least 80% of those in the current plan.

- 27.6 In addition to the base plan and alternate plan detailed above, the City has the right to implement and offer a third plan. Any such plan shall be subject to all of the cost-sharing provisions contained in this Article, provided that at no time will the employee's contribution to this plan be less than \$35 per month. The City retains the right to modify or discontinue the third plan at any time in its sole discretion.
- 27.7: 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 \$1,000 from the City, which shall be paid monthly in 12 equal installments over the course of the year, 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. The \$1,000 will be paid for each enrollment year that the employee elects to opt out under this provision.
- 27.8: For employees who retire on or after December 1, 2017, the medical coverage provided for the retirees, their spouses and families in this Article following retirement comprise a vested, fixed, and unalterable right as set forth in this Article. The retired employees, their spouses, and families, as applicable, are entitled to said medical coverage through the retiree's lifetime and that of their eligible spouse, as provided herein.

The medical coverage upon retirement established in this Article may not be impaired in any way by a collective bargaining agreement entered into after the eligible employee's retirement, nor, to the full extent legally feasible by any other mechanism.

This provision is not intended in any way to modify the retiree health insurance benefits to be received by employees who retired between December 1, 2007, and November 2, 2011, who are subject to benefit changes consistent with then current employees as detailed in Section 27.10.A, below.

- 27.9: 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 19 or the applicable legal age, whichever is greater, the spouses and eligible dependents under the age of 19 or

the applicable legal age, whichever is greater of that family shall be covered by only one City provided hospitalization-medical insurance policy or plan carried by one spouse or the other. In such cases, the City shall not be obligated to provide more than one hospitalization-medical policy or plan.

- 27.10: A. Employees hired after December 1, 2007, and prior to November 2, 2011, shall, upon retirement, retire with the health insurance benefits, co-pays and monthly premium payments that are then in effect for active employees with such benefits, co-pays, and premiums to be modified throughout retirement to remain consistent with any modifications made for active employees.
- B. Employees who retire on or after November 2, 2011, and who elect to participate in the alternative health insurance plan described in Section 27.4, above, will pay the difference between the cost of the illustrative rates for the alternative plan and the illustrative rates for the base plan described in Section 27.1, above, to the extent the illustrative rate for the alternative plan is greater than the illustrative rate for the base plan.
- 27.11: A. Effective March 1, 2023, all employees who are receiving employer provided medical coverage of any kind shall contribute the following amounts toward the cost of medical coverage:

Family: The greater of \$35 per month or the amount, on a monthly basis, by which the illustrative rate for the family plan selected by the employee exceeds \$20,180.43.

Two-person: The greater of \$35 per month or the amount, on a monthly basis, by which the illustrative rate for the two-person plan selected by the employee exceeds \$15,474.60.

Single: The greater of \$35 per month or the amount, on a monthly basis, by which the illustrative rate for the single plan selected by the employee exceeds \$7,399.47.

For purposes of determining the amounts employees will pay under the two-person and family categories, the parties agree that all employees in the two-person and family categories will pay the same amount based upon a weighted average calculation using the aggregate numbers of all members of the bargaining unit.

The caps of \$7,399.47, \$15,474.60, and \$20,180.43 will be adjusted each plan year consistent with changes made by the State Treasurer based upon the change in the medical care component of the United States consumer price index for the most recent 12-month period for which data are available from the United States Department of Labor, Bureau of Labor Statistics.

Employee health care contributions required by this Section shall be made by payroll deductions.

- B: Except as provided in the Livonia Police Retention Program Letter of Understanding attached hereto, for retirements occurring on or after March 1, 2014, including regular, early, deferred or disability-related retirements, retirees shall make contributions toward the cost of employer-provided medical coverage throughout retirement as follows:

For employees participating in the base plan, the lesser of the amount of the employee was paying at the time of retirement or \$200 per month. For employees who retire on or after November 30, 2020, who are participating in the base plan, the lesser of the amount the employee was paying at the time of retirement or \$250 per month.

For employees participating in the alternate plan, the lesser of the amount the employee, in the applicable coverage level (single, two-person or family) of the base plan, was paying at the time of retirement or \$200 per month plus the difference between the illustrative rates of the base plan and the illustrative rates of the alternate plan, in the event the alternate plan is more expensive as provided in Section 27.4, above. For employees participating in the alternate plan who retire on or after November 30, 2020, the lesser of the amount the employee, in the applicable coverage level (single, two-person or family) of the base plan, was paying at the time of retirement or \$250 per month, plus the difference between the illustrative rates of the base plan and the illustrative rates of the alternate plan, in the event the alternate plan is more expensive as provided in Section 27.4, above.

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

- 27.12: A. The City will deduct 2% from the pension-based earnings of all active employees hired prior to November 2, 2011, which shall be placed into the City's Voluntary Employee Beneficiary Association (VEBA) Retiree Health and Disability Benefits Plan. Employees receiving Workers' Compensation shall pay on full pension-based earnings.
- B. For employees hired or promoted into the bargaining unit on or after November 2, 2011, the City will deduct 2% from the pension-based earnings which shall be placed in the employee's RHSP.
- 27.13: The City may fulfill its obligation under this Article for providing hospitalization medical coverage by adopting a self-insured program which shall provide the same benefits as set forth in this Article.
- 27.14: During the term of this Agreement, upon request of the City, the parties agree to reopen the Agreement for the sole purpose of negotiating a change in the third-party administrator from Blue Cross/Blue Shield, so long as the benefits provided remain the same as set forth in this Article. The City agrees to provide the Union with written notice of a proposed change in the third-party administrator at least 90 days before the proposed effective date of such change and shall provide the Union with any information requested concerning the proposed administrator. If a dispute arises between the parties concerning the change, the dispute shall be resolved through the negotiation/mediation arbitration procedure set forth in the 1969 PA 312, MCLA 423.231, et seq., with implementation of the proposed change awaiting the final outcome of arbitration.
- 27.15: For the purpose of this Article, effective December 1, 2017, only the spouse of record at the time of retirement shall be eligible for medical benefits or survivor medical benefits. Spouses not eligible under this provision may elect to be covered at the full expense of the retiree, based on rates in effect.
- 27.16: Psychological. The employer will provide a psychological services reimbursement program for regular full-time employees. Said program shall reimburse employees for the psychiatrist's or licensed clinical psychologist's fees for psychotherapy. Said reimbursements shall not exceed \$400 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.
- If an employee covered by this provision seeks confidentiality as to its application, the employee shall consult with the POAM business representative to effectuate such a result.
- 27.17: Optical.

The optical insurance plan detailed in Exhibit C of this Agreement shall be provided to the Employee, spouse and dependent children through the end of the month of their 21<sup>st</sup> birthday. Coverage is not mandatory, but there is no benefit for those choosing not to participate. Employees electing to participate in this plan shall be required to contribute 15% of the cost of the plan through payroll deductions.

The City reserves the right to replace the plan detailed in Exhibit C with a different plan with comparable benefits during the life of this Agreement.

27.18: Dental.

A. The dental insurance plan detailed in Exhibit D of this Agreement shall be offered to the Employee, spouse, and dependent children through the end of the month of their 21<sup>st</sup> birthday. Employees electing to participate in this plan shall be required to contribute any cost above the following caps which will be increased each year by the same percentage increase in the health insurance caps:

Single coverage:	\$378 annual
Two-person coverage:	\$718 annual
Family coverage:	\$1,512 annual

B. The City reserves the right to replace the plan detailed in Exhibit D with a different plan with comparable benefits during the life of this Agreement. Coverage is not mandatory but there is no benefit for those choosing not to participate.

C. Employees who owe the City for dental reimbursement paid in advance will pay back the amount owed to the City during the first year of this agreement.

ARTICLE 28  
SHORT-TERM DISABILITY AND LIFE INSURANCE COVERAGE

28.1: The employer agrees to provide each full-time regular Police Officer short-term disability in effect at the time of this Agreement, which pays weekly illness and accident benefits up to \$42 a week to a maximum of 12 weeks. The Employer agrees to provide an additional 40 weeks of short-term disability at the rate of \$100 a week.

- 28.2: For Dispatchers, the employer agrees to provide \$125 per week to a maximum of 45 weeks coverage of short-term disability payments. This coverage shall begin only after the employee has exhausted all of their sick leave benefits and provided further that:
- A. If the employee had 144 or more sick leave hours to exhaust then the benefit herein provided shall begin immediately upon the exhaustion of all the employees' sick leave days.
  - B. If the employee had less than 144 sick leave hours to exhaust then the benefits herein shall not apply until a 14-calendar day waiting period following exhaustion of all sick leave benefits.
  - C. If a regular employee is laid off, the employer will provide these benefits for a period not to exceed 120 days from the cessation of active employment.
- 28.3: Each employee shall have life insurance coverage equal to their annual pay rate rounded to the next higher even thousand unless it is already an even thousand and add \$1,000 in coverage.

#### ARTICLE 29 WORKERS' COMPENSATION

- 29.1: Each employee will be covered by the applicable workers' compensation laws and the employer further agrees that an employee who is eligible for workers' compensation will receive, for the first year of their workers' compensation leave, in addition to workers' compensation income, an amount to be paid by the employer sufficient to make up the difference between workers' compensation and their regular pay based on a 40-hour work week. Under no circumstance will an employee's pay, after withholding taxes (with no change in deductions) plus their worker's compensation payments, be more or less than the employee's salary after taxes that they would have received if they were not on worker's compensation during the one-year supplemental period. Following the one-year supplemental period, an employee may use paid leave time to supplement the employee's pay up to 100% of the post-tax salary.
- 29.2: Duty Injury. No deduction shall be made from the employee's sick leave bank from the initial time off because of on-the-job injury until the time and date the employee is considered able to return to work by the City Physician or the doctor treating the injury at a hospital or clinic to which the employee is sent, pursuant to Section 29.3 below. Should the employee not return to work by the specified date and time, any further time off shall be deducted from their sick leave bank. There may be an extension of such date and time upon receipt, before the date and time to return to work, of a certificate from the employee's personal physician

recommending such an extension. The City reserves the right in all cases, where necessary, to require the employee be examined by the City Physician before an extension can be granted. Should there be a difference of opinion between the City's Physician and the employee's physician; the employee may request that such difference be resolved by the grievance procedure under Article 8, Grievance Procedure.

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

ARTICLE 30  
LONGEVITY PAY

- 30.1: Longevity pay, within the meaning of this Article, is not a part of the base salary of an employee but is a payment for length of service or seniority for the purpose of retaining and rewarding employees for their City service. Longevity will be paid to employees hired prior to December 1, 2012, only, as follows:
- A. Upon completion of five years of service, and not more than seven years of service, an employee shall receive 1% of their base rate, calculated to a maximum base rate of \$30,000; 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 years of service as provided under subsection B. below, shall be in lieu of the longevity pay provided here and not in addition thereto.
  - B. Upon completion of seven years of service, and not more than 14 years of service, an employee shall receive 2-1/2% of the employee's base rate, calculated to a maximum base rate of \$30,000; such pay to commence and accrue from the payroll period in which the employee's 7th anniversary date occurs.
  - C. Upon completion of 14 years of service, and not more than 21 years of service, an employee shall receive an additional 2-1/2% of the employee's base rate, calculated to a maximum base rate of \$30,000; such pay to commence and accrue from the payroll period within which the employee's 14th anniversary date occurs.
  - D. Upon completion of 21 years of service, an employee shall receive an additional 2-1/2% of the employee's base rate, calculated to a maximum base rate of \$30,000; such pay to commence and accrue from the payroll period within which the employee's 21st anniversary date occurs.

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

<u>Years of Service</u>	<u>Maximum Annual Longevity Payments</u>
5 – 7	\$300
7 – 14	\$750
14 – 21	\$1,500
21 plus	\$2,250

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

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

#### ARTICLE 31 LIMITED DUTY

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

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

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

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

ARTICLE 32  
PAYMENT OF REGULAR OR OTHER TAXABLE COMPENSATION

- 32.1: The employer will pay wages and other taxable compensation by Automated Clearing House (ACH) direct deposit. Payments deposited in the employees' accounts will be available for use by 8:30 a.m. on the date payment is due.
- 32.2: During the term of this Agreement, the Employer will provide payment of overtime in the pay period following the pay period during which such overtime is incurred.

ARTICLE 33  
LUNCH TIME

- 33.1: Employees shall be permitted up to 30 minutes for lunch during the eight-hour tour of duty, subject to the operating needs of the Department.
- A. Station Detail. The employees working in the station will be allowed 30 minutes for their lunch period away from their workstations.
- B. Road Patrol. Officers assigned to areas or sections which have no eating facilities at all, or which are closed at some periods of the shift, will be allowed to go into the neighboring scout car area for their lunch after receiving permission from their O.I.C. A two-person unit shall eat at the same time and place. Lunch shall not exceed 30 minutes per unit.

ARTICLE 34  
UNIFORM CLEANING AND MAINTENANCE

- 34.1: The City will furnish and replace uniforms as necessary and will repair or clean uniforms which are damaged or excessively soiled in the line of duty.
- 34.2: The \$600 yearly maintenance and cleaning allowance was placed into the base wages for all employees during bargaining for the parties 2023-2026 Agreement, and are reflected in the salary schedule attached to this Agreement.
- 34.3: Employees assigned to plain-clothes work shall be compensated by cash reimbursement for uniform allowance at the rate of \$375 for each fiscal year, provided that these plain-clothes assignments entail wearing civilian clothes more than 50% of the time. Employees whose assignments entail wearing civilian clothing 50% or less of the time shall be compensated at the rate of \$187.50 for each fiscal year.
- A. Clothing allowance payments shall be paid before such assignment in the following manner:

<u>PAYMENT DUE ON OR BY THE FIRST PAY PERIOD OF</u>	<u>\$375 ALLOWANCE</u>	<u>\$187.50 ALLOWANCE</u>
DECEMBER	\$ 78.30	\$39.15
FEBRUARY	\$109.20	\$54.60
JUNE	\$187.50	\$93.75

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

ARTICLE 35  
BULLETIN BOARD

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

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

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

ARTICLE 36  
RETIREMENT

36.1: General

The following provisions shall apply to Sections 36.2 and 36.3, below:

- A. If a Police Officer or Dispatcher becomes ill or disabled and is unable to perform the work of their classification, the employer will make its best

effort to find work for said Police Officer or Dispatcher which the Police Officer or Dispatcher is capable of performing, taking into consideration the Police Officer's or Dispatcher's medical condition and the advice of the City Physician and the Police Officer's or Dispatcher's physician, provided however, that this provision is not in conflict with the City's Retirement Ordinance.

- B. The City, at no cost to itself, agrees to the institution of a pension "pick-up" plan for Police Officers, which will allow Police Officers or Dispatchers to realize increased disposable income by deferring payment of withholding taxes on their pension contributions in accordance with the applicable provisions of the Internal Revenue codes; provided that the Internal Revenue Service approves such a "pick-up" and that the retroactivity thereof will be December 1, 1988 conditioned upon IRS approval; and provided further that pick-up is approved by the Internal Revenue Service. The "pick-up" plan as set forth herein shall be instituted as follows:
1. The City shall pick up the Police Officer or Dispatcher contributions required of Police Officers or Dispatchers for all compensation earned after the effective date of this provision. The contributions, so picked-up, shall be treated as Employer contributions in determining tax treatment under the United States Revenue Code. Police Officer or Dispatcher contributions picked-up by the City, pursuant to this provision, shall be treated for all other purposes, in the same manner and to the same extent, as Police Officer or Dispatcher 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 Police Officer or Dispatcher contributions so picked-up shall not be included in gross income for tax purposes until such time as they are distributed by refund or benefit payment. The City shall provide a revised W-2 form to reflect all of the above changes, as soon as practicable after IRS approval.
  3. With respect to the Plan Amendment and the "pick-up" of Police Officer or Dispatcher 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 Police Officers or Dispatchers 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 Police Officers or Dispatchers will not be affected by the plan amendment.
  - c. Police Officer or Dispatcher contributions will be withheld from actual wages 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.
  - e. Taxable gross salary (salary reported on form W-2) for the Police Officers will be equal to actual gross less the Police Officer or Dispatcher contribution to the pension plan.
  - f. The City will maintain information which will permit identification of the amount of Police Officer or Dispatcher contribution made before and after the plan amendment. This is necessary in order to determine the extent to which a pension plan distribution is taxable income to the Police Officer or Dispatcher at the time the distribution is received.
  - g. The plan amendment is being accomplished by local agreement rather than a change in State law.
- C. The term "wages" shall mean wages plus other compensation as defined in Section 2.96.050 of the City's Retirement Ordinance.
- D. 1. Effective for employees who retire after November 30, 2013, deferred Defined Benefit retirees will have medical benefits the same as those in effect for active employees at the time that they start receiving medical benefits.
2. Effective for employees who retire after November 30, 2013, deferred Defined Contribution retirees will have medical benefits the same as those in effect for active employees at the time they are eligible to receive medical benefits at the earliest full retirement date.
- E. Retiree health insurance for all bargaining unit members who are entitled to retiree health insurance are subject to premium sharing as detailed in the agreement.

36.2: Defined Benefit Plan For Police Officers Hired Prior To November 24, 1998

The following provisions shall be applicable to Police Officers participating in the

Defined Benefit plan as set forth in the City of Livonia Retirement Ordinance for Police Officers hired prior to November 24, 1998. Only Police Officers hired prior to November 24, 1998, are eligible to participate in the Defined Benefit plan.

- A. The City's Retirement Plan Ordinance, as amended and in effect September 24, 1981, shall govern the Police Officer's retirement program, it being recognized that all provisions of Article 30 of the 1979-82 collective bargaining agreement between the parties have been incorporated therein in addition to the following provisions:
- B. Early Retirement. Police Officers who are 52 and have 10 years of police service in the City of Livonia or who are any age, with 25 years of police service in the City of Livonia, may retire at full pension benefits as provided in the City Pension Ordinance. Any Police Officer may retire prior to age 52 provided that the Police Officer has 10 years of service with the City and is at least 50 years old. Police Officers electing early retirement (i.e., retirement prior to age 52 with less than 25 years of service) shall have their pension amount based on actual years of service, with their pension then reduced by one-half percent per month remaining to age 52, as follows:

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

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50	1	88.50
50	0	88.00

Said reduction shall not apply to the cost-of-living provision in the Retirement Ordinance.

- C. Duty Disability Retirement. Pursuant to the Retirement Ordinance, Police Officers whose disabilities arise in the course of employment and who, because of such disabilities, are totally and permanently incapacitated for duty in the Police Division shall be eligible for duty disability retirement.
- D. The Employer agrees to pay the full premium, subject to the premium sharing specified in Article 27, until age 65 when coverage under 27.3 shall apply, for the coverage provided under Section 27.1 for Police Officers receiving a disability pension under the provisions of the Retirement Plan Ordinance, as amended (Chapter 2.96 of the City of Livonia Code of Ordinances).
- E. Non-Duty Disability Retirement. The maximum number of years applicable for determining an eligible Police Officer's non-duty disability retirement pension payout rate pursuant to the Retirement Ordinance shall be based on the following schedule:

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

- F. Duty Death Benefits. The surviving spouse, or other person, if applicable, of a Police Officer whose death is totally duty related, may apply, pursuant to Section 2.96.280 of the Retirement Ordinance, for duty death benefits.
- G. A Police Officer's annuity factor shall be 2.8% for the first 24 years of service, to a maximum ("cap") of 75% of final average compensation, provided that after 25 years of service the police officer will automatically receive the 75% maximum cap of final average compensation by virtue of a 7.8% annuity factor for the 25<sup>th</sup> year. There shall be no benefit reduction at full Social Security age.
- H. All Police Officers shall contribute 2.55% of wages to the police retirement system.
- I. A Police Officer in receipt of on-duty injury benefits, pursuant to Article 29,

shall have the wage component of final average compensation for pension purposes computed for the period that the Police Officer is in receipt of such benefits based upon the gross biweekly salary rate that the Police Officer would have received had the Police Officer not been injured.

- J. Police Officers who retire on or after December 1, 2008, but on or before November 30, 2017, shall receive a cost-of-living allowance according to the schedule set forth below:

One year after retirement, an additional \$25 per month.

Two years after retirement, an additional \$25 per month, for a total of \$50 per month.

Three years after retirement, an additional \$25 per month for a total of \$75 per month.

Four years after retirement, an additional \$25 per month for a total of \$100 per month.

Five years after retirement, an additional \$25 per month for a total of \$125 per month.

Six years after retirement, an additional \$25 per month for a total of \$150 per month.

Seven years after retirement, an additional \$25 per month for a total of \$175 per month.

Eight years after retirement, an additional \$25 per month for a total of \$200 per month.

Nine years after retirement, an additional \$25 per month for a total of \$225 per month.

Ten years after retirement, an additional \$25 per month for a total of \$250 per month.

Police Officers who retire on or after December 1, 2017, shall receive the cost-of-living allowances as set forth above, and shall also receive the following cost of living allowances:

Eleven years after retirement, an additional \$25 per month for a total of \$275 per month.

Twelve years after retirement, an additional \$25 per month for a total of \$300 per month.

Thirteen years after retirement, an additional \$25 per month for a total of \$325 per month.

Fourteen years after retirement, an additional \$25 per month for a total of \$350 per month.

Fifteen years after retirement, an additional \$25 per month for a total of \$375 per month.

### 36.3: Defined Benefit Plan – Dispatchers

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

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

One year after retirement, an additional \$25 per month.

Two years after retirement, an additional \$25 per month, for a total of \$50 per month.

Three years after retirement, an additional \$25 per month for a total of \$75 per month.

Four years after retirement, an additional \$25 per month for a total of \$100 per month.

Five years after retirement, an additional \$25 per month for a total of \$125 per month.

Six years after retirement, an additional \$25 per month for a total of \$150 per month.

Seven years after retirement, an additional \$25 per month for a total of

\$175 per month.

Eight years after retirement, an additional \$25 per month for a total of \$200 per month.

Nine years after retirement, an additional \$25 per month for a total of \$225 per month.

Ten years after retirement, an additional \$25 per month for a total of \$250 per month.

- B. In the event of a Duty-Death Benefit, the spouse will receive the Dispatcher's retirement benefit, computed on the basis of a duty disability pension.
- C. A Dispatcher who is absent because of a duty-related illness or injury and is in receipt of Worker's Compensation shall, for purposes of figuring average final compensation, be considered to have worked an eight-hour day for each day absent. The Dispatcher shall have deducted from their salary supplement, an amount equal to the amount which would be deducted as a pension contribution if the Dispatcher had worked the regular workday.
  - 1. Dispatchers who have 30 years of service with the City of Livonia or who are 55 years of age with 10 years of service are entitled to retire with full pension benefits.
  - 2. An eligible Dispatcher's annuity factor shall be 2.5% for the first 30 years of service to a maximum ("cap") of 75% of final average compensation. The provision found in Section 2.96.230(2) of the present retirement ordinance is to be amended to effect this change.
  - 3. There shall be no benefit reduction at full Social Security age.
  - 4. Military Buy-Back
    - a. Dispatchers shall be afforded the opportunity to increase membership service in the Retirement System up to a maximum of three years' service based upon active military service prior to employment with the City. In order to be eligible for such purchase of service time, the military service must be as defined in the Michigan Compiled Laws Annotated, 35.61, as amended. Payment must be equal to the product of the Dispatcher's current contribution rate

multiplied by the Dispatcher's current annual compensation, multiplied by the number of years and months of active military service to be purchased. It is understood that this service time shall not apply toward vesting in the Retirement System. Also, such payment shall purchase membership service time, but shall not count in the computation of average final compensation.

- b. The language has been improved to conform to the Federal definition of "veteran". Un-remarried widows and widowers of veterans are included in the buy-back opportunity.
  - c. The time purchased shall be fully paid prior to retirement, and the terms of the repayment shall be established by the Board of Trustees of the Retirement System.
- D. Police Dispatchers shall contribute 3.1% of wages, which contribution shall be made to the retirement system.
- E. Regular part-time Dispatchers may vest in the retirement plan after 10 calendar years, it being understood that retirement benefits for regular part-time Dispatchers will be proportional, based upon actual years credited.
- F. Pop-Up. When a Dispatcher selects Option A or B and the named beneficiary dies before the retiring Dispatcher, the benefit shall increase to an amount halfway between Option A or Option B and a straight life pension.
- G. Re-employment. In the event a person is re-employed by the City in a Civil Service position, they shall become a member of the Retirement System and said Dispatcher shall be eligible for restoration of prior service credit only after they have been re-employed for at least five years and makes the necessary payments to the Retirement System to restore prior service credit.
- H. Annuity Withdrawal. Any person retiring for any reason may elect prior to their effective date of retirement, but not thereafter, to be paid their accumulated contributions standing to their credit in the pension savings fund. Upon such election the retiring Dispatcher's monthly pension shall be reduced by an amount which is the actuarial equivalent.
- I. Non-Duty Disability Retirement. The maximum number of years applicable for determining an eligible Dispatcher's non-duty disability retirement pension payout rate pursuant to the Retirement Ordinance shall

be based on the following schedule:

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

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

- J. Police Dispatchers who have 30 years of service with the City of Livonia or who are 55 years of age with 10 years of service are entitled to retire with full pension benefits.

#### 36.4: DEFINED CONTRIBUTION PLAN

The following provisions shall be applicable to Police Officers and Dispatchers participating in the Defined Contribution plan. Effective January 13, 2021, the provisions shall apply to all Police Officers and Dispatchers hired November 24, 1998, or later and all Police Officers and Dispatchers hired prior to November 24, 1998, electing to participate in the Defined Contribution plan who did not elect to take the one-time irrevocable option from February 7, 2021, to March 8, 2021, to participate in the Defined Benefit Plan detailed in Section 36.5, below. These provisions shall not apply to Police Officers and Dispatchers hired prior to November 24, 1998, who have elected to continue to participate in the Defined Benefit plan, or, effective February 27, 2021, to employees who elected to take the one-time irrevocable option to participate in the Defined Benefit Plan detailed in Section 36.5, below.

- A. 1. For Police Officers hired before November 24, 1998, who made the one-time irrevocable election to participate in a Defined Contribution plan rather than a Defined Benefit pension plan, the City will contribute an amount equal to 14% of the Police Officer's wages to said plan and the Police Officer contributing an amount equal to 5% of the Police Officer's wages. The Police Officer is permitted to contribute additional amounts up to the maximum allowed by law.
2. For Dispatchers hired prior to November 24, 1998, who made the one-time irrevocable election to participate in a Defined Contribution plan rather than a Defined Benefit pension plan, the City will contribute an amount equal to 13% of the Dispatcher's wages to said plan and the Dispatcher contributing an amount

equal to 3.1% of the Dispatcher's wages. The Dispatcher is permitted to contribute additional amounts up to the maximum allowed by law.

3. Participants in the Defined Contribution plan shall also participate in a disability plan equivalent to the Defined Benefit disability plan as set forth in the City Retirement Ordinance. The City's liability for the disability benefit shall be offset (1) by any amount which may be payable pursuant to the Workers' Disability Compensation Act, if applicable, and (2) by the lifetime annuity value of the employee's 401(a) Defined Contribution retirement account, determined as of the effective date of the employee's related separation from service. The straight life annuity value shall be determined by the actuary for the Defined Benefit plan based upon the cash value of the Defined Contribution retirement account annuitized utilizing the same economic assumptions as used in the City's Defined Benefit plan for annuity withdrawal calculations. Any employee may request to have an actuary of the employee's choosing to prepare an independent audit of this calculation at the employee's cost. The City will provide all necessary information and the appropriate assumptions to be used in the calculation. Defined Contributions shall include all contributions and income accumulated in the plan account whether derived by the contributions made by the employee or employer, including any amounts transferred into the plan, but excluding voluntary employee contributions. The Defined Contribution will also include any amounts withdrawn from the 401(a) Plan or leveraged or levied by the employee for any reason, regardless of whether it was by court order or voluntary decision. The value of any withdrawn amounts shall be calculated as though they remained in the plan and accrued income or value at the applicable rate of the remainder of the employee's assets in the plan.
  4. Health care provisions for Police Officers and Dispatchers hired prior to November 24, 1998, who retire and have elected to participate in the Defined Contribution plan shall be the same as the health care retirement benefits provided for in the Defined Benefit plan.
  5. Retirees who are members of the Defined Contribution plan are not eligible for hospitalization-medical coverage until normal retirement.
- B. 1. For Police Officers hired on November 24, 1998, or before May 26, 2020, the pension provided following the first six months of their employment will be a Defined Contribution pension plan with the

City contributing an amount equal to 14% of the Police Officer's wages and the Police Officer contributing an amount equal to 5% of the Police Officer's wages, with vesting after four years of employment. The Police Officer is permitted to contribute additional amounts up to the maximum allowed by law.

2. For Dispatchers hired on November 24, 1998, or later, the pension provided following their six-month probationary period will be a Defined Contribution pension plan with the City contributing an amount equal to 11% of the employee's wages and the Dispatcher contributing an amount equal to 5% of the employee's wages, with vesting after four years of employment. Effective the first pay period following January 13, 2023, the City's contribution to the defined contribution will be increased to 12%. The Dispatcher is permitted to contribute additional amounts up to the maximum allowed by law.
3. Subject to the premium sharing provisions of this Agreement, the health care benefit paid for Police Officers and Dispatchers hired by the City on November 24, 1998, or later, upon retirement, shall be as follows:

For Police Officers and Dispatchers retiring with 10 years of service and who are at least 52 years of age, the City will pay 50% toward the premium of the health care insurance.

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

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

For Police Officers retiring after 25 years of service, the City will pay 100% of the payments toward premiums, subject to premium sharing as provided in this Agreement.

For Dispatchers retiring after 25 years of service and who are at least 55 years of age, the City will pay 100% of the payments toward premiums, subject to premium sharing as provided in this Agreement.

**36.5: POLICE AND FIRE REVISED RETIREMENT PLAN (PFRRP) FOR  
EMPLOYEES HIRED ON OR AFTER NOVEMBER 24, 1998**

The following provisions shall be applicable to Police Officers participating in the PFRRP Defined Benefit Plan detailed in this Section, which will be effective:

- February 27, 2021, for Police Officers hired prior to December 1, 2020
  - Date of hire for Police Officers hired on or after December 1, 2020
- A. The provisions of this Section shall apply to all Police Officers hired on or after December 1, 2020, and all Police Officers hired prior to December 1, 2020, who elected to convert to the Defined Benefit Plan detailed in this Section. This Section shall not apply to employees who are members of the bargaining unit on November 30, 2020, who elected to continue to participate in the Defined Contribution plan as set forth in Section 31.III, above.
- B. All Police Officers who were hired on or after November 24, 1998, and prior to December 1, 2020, shall have a one-time irrevocable option from February 7, 2021, to March 8, 2021, to elect to participate in the Defined Benefit Plan, as detailed in this Section.
- C. Police Officers hired prior to December 1, 2020, who elected not to convert during the 30-day window described in Section B, above, shall continue to participate in the Defined Contribution Plan under the terms contained in Section 36.4, above.
- D. Police Officers hired prior to December 1, 2020, who elected to convert to the Defined Benefit Plan detailed herein, will no longer participate in the Defined Contribution Plan detailed in Section 36.4, and there shall be no further employee or City contributions into the plan. Police Officers so converting shall have a one-time irrevocable option to purchase between 1 and 3 years of service credit in the new Defined Benefit Plan. Any purchase of service credit will not be counted towards an employee's vesting date.
- E. The multiplier for all Police Officers participating in the Defined Benefit Plan contained in this Section shall be 2.5% of base wages with a multiplier cap of 75%.
- F. Retirement eligibility for the Defined Benefit Plan detailed in this Section shall be any age with 25 years of service or age 52 with 15 years of service.
- G. Final average compensation shall be the average of the annual compensation received by a member during the best compensated three

years of service contained within the member's 10 years of service immediately preceding the member's retirement.

- H. Duty death and duty disability benefits for bargaining unit members participating in the Defined Benefit Plan in this Section shall be as detailed in this Section for employees hired on or after December 1, 2020, and Section 36.4 which establishes said benefits at the same level as bargaining unit members participating in the Defined Benefit Plan described in Section 36.2 for employees hired prior to December 1, 2020. The new retirement ordinance described in Subsection 1, below shall establish that the duty death and disability benefits of employees hired on or after December 1, 2020, shall be calculated utilizing a 2.5% multiplier.
- I. Both the City and Police Officers participating in the Defined Benefit Plan in this Section shall be obligated to contribute 4% of base wages every year to the Defined Benefit Plan described in this Section. In addition, should the actuarially determined contribution ("ADC") exceed 8% in any year, the City will contribute the next 10% of base wages toward the ADC (between 8% and 18%), and employees will contribute the next 4% of base wages towards the ADC (between 18% and 22%). The City will contribute the required ADC above 22% of base wages.
- J. Beginning on December 1, 2020, there shall be a six-year moratorium on any changes to the Defined Benefit Plan in this Section. In addition, there will be a permanent moratorium on implementing any future benefit changes that would result in a funded level of less than 100%. The prohibited changes would include, but not be limited to, changes to the multiplier, components of FAC, retirement age, vesting provisions or COLA. Notwithstanding the above, the parties recognize that proposals could be brought forward in connection with any proposed benefit change that could keep the plan funded at a level of at least 100%.
- K. Police Officers hired prior to December 1, 2012, shall be entitled to retiree health insurance as provided elsewhere in this Agreement.
- L. Following ratification of this Agreement, the City will adopt a new retirement ordinance which will contain language consistent with the provisions contained in Subsections A through K of this Section. The new retirement ordinance will contain all provisions of the City's current retirement ordinance which are applicable to the Defined Benefit Plan contained in Section 36.2 as well as provisions relating to the new Defined Benefit plan described in new Section 36.4, except that the following provisions of the current ordinance are specifically excluded from the Defined Benefit Plan contained in this Section:

- M. Section 2.96.250 Early Retirement Pension and any related provisions, including but not limited to 2.96.240 and 2.96.400.
  - 1. Section 2.96.260.C and 2.96.407.B Annuity Withdrawal and any related provisions.
  - 2. Section 2.96.330 Military Buy-Back and any related provisions.
  - 3. Section 2.96.440 Cost-of-living allowance

It is understood that all other provisions of the current retirement ordinance apply only to the extent they are consistent with the terms contained in this Section, i.e., the applicable benefit levels are as provided in the Defined Benefit Plan contained herein. Furthermore, the new Retirement Ordinance will be reviewed by the City's Pension attorney and any provision which the attorney determines must be revised to be consistent with current law will be modified as determined by the City's pension attorney. To the extent that such modification would result in a reduction in any bargaining unit member's potential benefit, the parties shall renegotiate that provision in light of the pension attorney's opinion before the new pension ordinance is drafted.

- N. Retiree health insurance to employees participating in the Police and Fire Revised Retirement Plan who are eligible for retiree health insurance shall be in accordance with the provisions of Article 36, Section 4.B.3.

#### ARTICLE 37 SALARY RATES

- 37.1: The salary rates in effect during the life of this Agreement are set forth in the salary schedule attached hereto as Appendix A as and shall be based on the following rate adjustments:

Effective December 1, 2023:	3% wage increase
Effective December 1, 2024:	2.5% wage increase
Effective December 1, 2025:	3.5% wage increase

In addition to the above across the board wage increases, the wage schedule will be adjusted as detailed in the attached wage schedule to reflect the following:

- 1. The police officer and dispatcher 2<sup>nd</sup> tier wage rates shall be eliminated, and employees hired on or after November 2, 2011 will be paid at the wage rate that had been in effect only for employees hired before November 2, 2011.
- 2. The wage schedule for all police officers and dispatchers will be increased by \$600 prior to implementation of the 2% wage adjustment detailed below and prior to the implementation of the

- 3% increase that is effective December 1, 2023, in connection with the parties' Agreement to eliminate the yearly uniform maintenance and cleaning allowance in Article 34, Section 34.2.
3. The wage schedule shall be modified to reflect that police officers shall be eligible for the Senior Police Officer rate upon completion of 6 years of employment with the Livonia Police Department, including credit for lateral transfer.
  4. The wage schedule for police officers shall include a wage adjustment of 2% that will go into effect prior to implementation of the 3% increase that is effective December 1, 2023.

Dispatchers hired prior to November 2, 2011, who are on the payroll on the date this Tentative Agreement becomes fully ratified, shall receive a \$1,500 one-time bonus.

- 37.2: Until such time as the classification of Police Officers is close to being fully staffed as determined by the City, all Police Officers hired or promoted into the bargaining unit after December 1, 2017, will start at Step Two of the salary schedule. Such employees will advance to Step Three of the salary schedule on the second anniversary of their hire or promotion into the police officer classification.
- 37.3: At the discretion of the Chief of Police and subject to approval by the Mayor, Police Officers or Dispatchers hired or promoted into the bargaining unit after December 1, 2017, may be placed at any step on the Police Officer or Dispatcher schedule. Such placement shall be based on the individual's prior work experience and any other factor deemed relevant by the Chief of Police.

#### ARTICLE 38 EDUCATION PREMIUM/INCENTIVE

- 38.1: Police Officers who hold an earned associate degree in Law Enforcement from an accredited college or university shall receive a \$900 annual educational premium on by the first pay date in December of each year the officer is actively employed. Effective December 1, 2014, only police officers hired or promoted into the classification of Police Officer prior to November 2, 2011, shall be entitled to this education premium.
- 38.2: Any probationary Police Officer whose employment with the City is terminated for any reason prior to completing a contract year shall have the educational premium provided herein adjusted on a prorated basis, with the balance to be deducted from any monies otherwise due the employee.
- 38.3: Police Officers, who hold an earned bachelor's degree from an accredited college or university by the end of the prior fiscal year, shall be eligible to receive an

annual educational premium of \$750 which shall be paid on or by the first pay date in December of each year.

ARTICLE 39  
EDUCATIONAL EXPENSES

- 39.1: Officers who intend to use this benefit must have the educational institution, the program of study and the degree requirements pre-approved by the Police Chief or their designee.
- 39.2: The City agrees to reimburse Police Officers for the following costs up to obtaining a master's degree in Law Enforcement or Criminal Justice: tuition, required books, and class fees/graduation fees. These costs shall be reimbursed or paid for by the City upon submission of proper documentation for all courses related to Law Enforcement of Criminal Justice degree program from an accredited college or university, or any other class the Police Chief determines in their sole discretion would be relevant and beneficial to the Department, subject to the following:
- A. To qualify for reimbursement or payment by the City, the college or university must be accredited by the North Central Association of Colleges and Schools. The degree program must consist of regularly scheduled instruction at traditional "brick & mortar" type settings and not be an Accelerated degree program, Internet degree program, long-distance learning degree program or any other form of "non-traditional" instruction or classes. The bargaining unit member must demonstrate regular classroom attendance. Nothing in this language would prevent an employee from taking a required (non-elective) class at a traditional "brick & mortar" school which is conducted primarily through the Internet, provided such class is not offered in a typical classroom setting. Furthermore, an employee may be allowed to take classes in a "non-traditional" setting if the Police Chief, in their sole discretion, determines that such class satisfactorily meets the intent of this provision.
  - B. In order for an expense to be eligible for reimbursement, the course must be specifically within an accredited college or university's Law Enforcement or Criminal Justice program or any other class the Police Chief determines in their sole discretion would be relevant and beneficial to the Department and must be directly related to obtaining such a degree at any level, up to a master's degree. This includes required or elective courses that are necessary to obtain a specific degree requirement.
  - C. Reimbursement or payment by the City will only be made for courses that are satisfactorily completed. Satisfactory completion is when an official passing grade or credit, which counts towards the requirements of the

degree sought, is awarded. Courses in which the grade or credit awarded cannot be used as such are considered unsatisfactory and will not be reimbursed or paid for by the City. Police Officers are required to submit a transcript or a copy of their original grades at the conclusion of each semester attended to the Police Chief or their designee.

- D. All requests for reimbursements or payments by the City must be submitted to the Police Chief, or their designee, within 30 days of the end of the term in which the course(s) are taken.
  - E. The City shall not reimburse or prepay costs incurred in taking courses in excess of degree requirements. No reimbursement or payment will be made for incomplete courses or courses that the employee withdraws from before the end of the term, unless approved by the Police Chief or their designee. The City will not duplicate reimbursements or payments, which have been made by other sources, such as scholarships, grants or other subsidies.
- 39.3: A. Police Officers obtaining prepayment or receiving reimbursement for expenses under this article will be required to remain in the employ of the City for at least five years from the conclusion of the course work. Should an individual terminate employment with the City before the five-year requirement has been met, that employee will reimburse the City for all costs incurred in taking any courses during that five-year period. The five-year rule shall not apply to courses toward a bachelor's degree. Additionally, former PSAs for whom the City paid for tuition costs associated with the employee's attendance at the Police Academy, and who signed the "Consideration for Attendance to Police Academy" form, will be required to reimburse the City for all tuition costs should the employee voluntarily terminate employment with the City before the four-year requirement has been met.
- B: Police Academy costs do not include wages, hospitalization-medical coverage, or any other similar contractual fringe benefit.
  - C: A former PSA in 39.3.A has not voluntarily terminated employment if resignation is based on an offer to resign in lieu of involuntary termination.
- 39.4: The City shall have the right to deduct any money owed to the City from the employee's final payout with respect to the PSA Police Academy reimbursement, detailed in Section 39.3.
- 39.5: Police Dispatchers shall be reimbursed for tuition and book costs, up to \$2,000 per contract year, for successfully completing job related course work as approved by the Police Chief.

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

ARTICLE 40  
MERIT COMPENSATION/MCOLES CERTIFICATION BONUS

40.1: Police Officers who are the top 10 candidates on the Police Sergeant eligible list on November 30, as a result of the examination conducted during the preceding fiscal year, shall be paid \$500 on or by the first pay date in December.

40.2: In the year that a Police Officer earns merit compensation, the merit pay would be received in the payroll period during which the anniversary date falls. In subsequent years the merit pay will be received on or by the first pay date in July.

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

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

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

After 15 years	\$2,300
After 20 years	\$2,480

B. In an employee's final year of employment, only, the merit compensation provided for in Section 41.3.A above will be \$4,500, except that an employee is not eligible unless their final year of employment is their 25th year or more of service.

Employees who retire between July 1 and December 1 shall be reimbursed the difference between the previous year's merit compensation and \$4,500 at the time of retirement. Employees who retire between December 2 and June 30 shall receive the \$4,500 merit compensation at the time of retirement.

C. Seniority, for purposes of this Section, will be the time spent as a sworn Officer and Cadet.

D. This compensation will continue on an annual basis.

- E. All compensation under this Section will be included as average final compensation for purposes of retirement.
- 40.4: Once qualified, an employee will receive compensation until promoted out of the bargaining unit or the employee's employment with the City is terminated.
- A. Employees who are promoted will receive a prorated payment based on the number of month(s) of service from December 1, to and including the month of promotion to the rank of Sergeant. This payment will be computed on the amount the employee is eligible to receive per schedule based on the employee's length of service and satisfactory completion of examination requirements.
  - B. Police Officers whose employment with the City is terminated for any reason shall receive the total amount of merit compensation they are eligible to receive based on seniority and qualifying examination. There shall be no proration of benefits in the last year of employment.
- 40.5: MCOLES CERTIFICATION BONUS. Police Officers hired on or after November 2, 2011, shall be eligible for a \$6,000 MCOLES Certification Bonus on the fifth anniversary of their hire/promotion date to the classification of Police Officer.

ARTICLE 41  
DISPATCHER EMD PREMIUM/INCENTIVE

- 41.1 Each Dispatcher shall receive a \$1,300 EMD premium/incentive each year to be paid on or by the first pay date in December for proficiency with emergency medical dispatch protocols.
- 41.2 In order to be eligible for the above EMD premium/incentive, a Dispatcher must maintain a valid EMD certification.
- 41.3 Any Dispatchers whose employment with the City is terminated for any reason prior to completing a contract year shall have the premium/incentive provided herein adjusted on a prorated basis, with the balance to be deducted from any monies otherwise due the employee.

ARTICLE 42  
GUN ALLOWANCE

- 42.1: Each Police Officer shall receive a \$950 gun allowance each year to be paid on or by the first pay date in December for their proficiency with a firearm. Effective December 1, 2014, only police officers hired or promoted into the classification of Police Officer prior to November 2, 2011, shall be entitled to this gun allowance.

- 42.2: Any Police Officer whose employment with the City is terminated for any reason prior to completing a contract year shall have the allowance provided herein adjusted on a prorated basis, with the balance to be deducted from any monies otherwise due the employee.
- 42.3: In order to be eligible for the above gun allowance, an officer must achieve passing scores (70% or better) in a gun use proficiency test, as presently established by the Department, taken at a minimum of twice a year, and must attend all weapon training sessions unless excused by the Police Chief or the Chief's designee.

ARTICLE 43  
LEGAL EXPENSE

- 43.1: The employer will continue during the term of this Agreement to provide the Professional Liability Insurance coverage currently in force. In the event the City is unable to provide the insurance policy provided for above, and/or the coverage under said policy is not wholly sufficient to fully cover a member of the Association for good faith actions taken by them 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 their duties. This would include an off-duty employee who may be required by circumstances to assume police duties and/or powers.
- 43.2: A contrary determination by the City is not final and binding as to good faith but is subject to review by an arbitrator under Article 8 of this Agreement. Such review shall be initiated pursuant to Section 8.1, Step 5. In reviewing the City's action(s) under this Article, the arbitrator may consider, if raised, whether or not an officer's actions were consistent with the Police Division's policies, rules, and regulations.

ARTICLE 44  
GENERAL ARTICLE

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

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

- 44.2: Audit of Leave Days. An employee is entitled to 312 Leave Days during the

course of the three-year contract. If at the expiration of this Agreement an employee believes they have been allowed less than 312 Leave Days, they shall request an audit of all Leave Days and be compensated in compensatory days so that 312 leave days have been allowed.

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

- A. Hair in rear of head shall not extend below the top of the shirt collar. It shall be graduated up from the collar but not to exceed one and one-half inch length from the top of the ear to bottom of ear. Hair shall not protrude out from Garrison Cap in an unruly manner.
- B. Hair on the sides of the head shall not exceed one-half inch in length at the top of the ear so as to display a close to head and swept back appearance and not to be worn over the ears.
- C. Sideburns shall be close and not more than one-half inch length of hair. If hair texture creates a bushy appearance, it shall be thinned. Sideburns shall not exceed one inch in width and shall not come below the bottom of the ear.
- D. In all cases hair texture that causes unique problems shall be thinned to conform, as some will require shorter lengths to conform.
- E. Block cut allowed from bottom of ear to collar.
- F. Mustaches may extend 3/8 inch out from corner of the mouth and 3/8 inch down from corner of the mouth. They shall be neatly trimmed and shall not hang down over the top lip.
- G. Personnel in certain Bureaus assigned to investigation details may, upon permission of the Police Chief, wear long hair, sideburns and beards.

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

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

44.6: Departmental Representation. In the event a Police Officer in the State of Michigan is killed in the line of duty, the Police Chief will give consideration to members of the Union should they decide to send a departmental representative or representatives to attend the funeral. Departmental transportation may be

provided subject to the operating needs of the department.

- 44.7: Definitions. The terms "contract year" and "fiscal year" as used in this Agreement refer to years covering December 1 through November 30.
- 44.8: Jury Duty. Employees on the afternoon and midnight shifts required to serve on jury duty shall have the time so served considered as a day worked.
- 44.9: The City of Livonia and the Union have agreed on the following items pertaining to the Police K-9 Officer:
- A. The K-9 Officer (handler) shall receive monetary reimbursement in the amount of 45 minutes straight time for care and maintenance of the Department animal. If, for any reason, the officer does not have control of the animal, such as the officer is on vacation and the animal is kenneled or any other reason, then they will not be reimbursed for the care of the animal.
  - B. The work schedule of the officer may be adjusted by the Department for various reasons, training, work requirement, but not for the sole purpose of circumventing the paying of overtime.
  - C. Uniforms shall be as directed by the Officer-in-Charge with cost to be borne by the City (Department).
  - D. Call-in and overtime pay as provided for in the existing contract except as described herein.
  - E. The City (Department) shall pay all costs for food, equipment (as approved), and medical care for the animal.
  - F. The Police Chief, at their sole discretion, at any time, may eliminate the K-9 Officer position.
- 44.10: With respect to all members, the City has the sole discretion to determine which employees shall have use of a City-owned vehicle and the extent of such use including whether an employee shall be allowed to take a vehicle home overnight. No employee shall be entitled to take a City-owned vehicle home unless the Police Chief specifically authorizes the employee to take the vehicle home, and in any event, the vehicle shall only be used for City business and not for personal use.
- 44.11: An Emergency Financial Manager appointed under the Local Government and School District Fiscal Accountability Act shall have the right to reject, modify, or terminate the Collective Bargaining Agreement as provided in the Local

Government and School District Fiscal Accountability Act.

Inclusion of the language required under section 15(7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Financial Manager; (2) PA 4 of 2011 (Local Government and School District Fiscal Accountability Act); or (3) any action of an Emergency Financial Manager which acts to reject, modify, or terminate the collective bargaining agreement.

ARTICLE 45  
POLICE RESERVE OFFICERS

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

ARTICLE 46  
MAINTENANCE OF CONDITIONS

- 46.1: Wages, hours, and conditions of employment in effect at the execution of this Agreement shall, except as provided herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in benefits as a consequence of the execution of this Agreement, except as provided herein.
- 46.2: The Employer will make no unilateral changes in wages, hours, and conditions of employment during the term of this Agreement, contrary to the provisions of this Agreement.
- 46.3: This Agreement shall supersede any rules, regulations, or policy statements inconsistent herewith. Insofar as any provision of this Agreement shall conflict with any ordinance or resolution of the City, appropriate amendatory or other action shall be taken to render such ordinance or resolution compatible with the terms of this Agreement.

ARTICLE 47  
EMPLOYEE VOLUNTARY BENEFIT PROGRAM

- 47.1 The City may offer employees an opportunity to participate in a supplemental benefit program. The City will select the third-party administrator of the program, but employee participation in the program will be voluntary, and the participating employee shall be responsible for all costs, through payroll deduction, for benefit coverage under the program.

ARTICLE 48  
OFFSET TO EMPLOYEE FINAL PAY

- 48.1 The City has the right to deduct any amounts owed by an Employee to the City arising out of this Collective Bargaining Agreement from an Employee's severance final pay, including, but not limited to, Dental Advance (Article 27), Clothing Allowance (Article 34), Gun Allowance (Article 42), Tuition Reimbursement (Article 39) and the additional one week pay that was provided to all bargaining unit members who were paid the additional week during the payroll transition period that occurred in May 2007.

ARTICLE 49  
SAVINGS CLAUSE

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

ARTICLE 50  
TERMINATION AND MODIFICATION

- 50.1: This Agreement shall be effective as of 12:00 a.m., December 1, 2023, and shall continue to remain in full force and effect to and including November 30, 2026, unless either party shall, between July 1, 2026, and September 1, 2026, 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.

Agreement between the City of Livonia  
and the Police Officers Association of Michigan  
December 1, 2023 – November 30, 2026

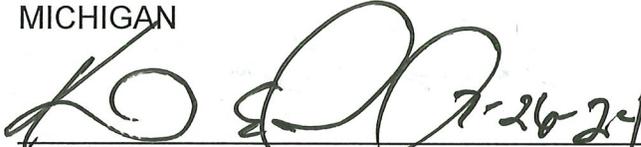
- 48.2: Notice of termination or modification shall be in writing and shall be sufficient if sent by mail, if to the Union, 27056 Joy Road, Redford, Michigan 48239-1949; or if to the employer, addressed to City Council and the Civil Service Commission, City Hall, 33000 Civic Center Drive, Livonia, Michigan 48154; or to any such addresses as the Union or the Employer may make available to each other.
- 48.3: This Agreement shall be governed by the Laws of the State of Michigan and may not be changed or terminated orally or in writing except by mutual agreement of the parties hereto.

Agreement between the City of Livonia  
and the Police Officers Association of Michigan  
December 1, 2023 – November 30, 2026

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by  
their duly Authorized Representative.

POLICE OFFICERS ASSOCIATION OF  
MICHIGAN

CITY OF LIVONIA, a Michigan Municipal  
Corporation

  
Kenneth E. Grabowski  
Business Agent

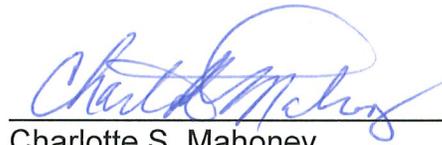
  
Maureen Miller Brosnan  
Its Mayor

  
Susan M. Nash  
Its City Clerk

LIVONIA POLICE OFFICERS  
ASSOCIATION

CIVIL SERVICE COMMISSION

  
Anthony Hall  
Its President

  
Charlotte S. Mahoney  
Chairman

  
Michael Arakelian  
Its Vice President

  
James Wenson  
Commissioner

  
Amanda Hall  
Its Secretary

  
Roger L. Spence  
Commissioner

  
Cameron Koss  
Its Treasurer

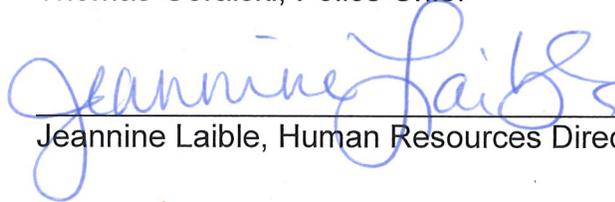
Agreement between the City of Livonia  
and the Police Officers Association of Michigan  
December 1, 2023 – November 30, 2026

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

Reviewed and Approved for Accuracy and Form:



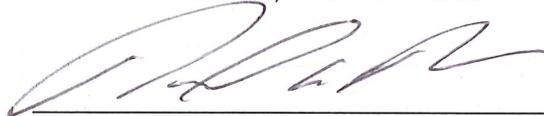
\_\_\_\_\_  
Thomas Goralski, Police Chief



\_\_\_\_\_  
Jeannine Laible, Human Resources Director

N/A

\_\_\_\_\_  
Michael T. Slater, Finance Director



\_\_\_\_\_  
Paul Bernier, City Attorney



\_\_\_\_\_  
Gregg Schultz, Labor Attorney

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**LETTER OF AGREEMENT**  
**between**  
**THE CITY OF LIVONIA and LPOA**

THIS LETTER OF AGREEMENT is entered into this \_\_\_\_\_ day of September 2023, by and between the City of Livonia (“City”) and LPOA (“Union”).

WHEREAS, the bargaining unit contract(s) provide for the BCBS Blue Choice plan in Article 27 of the LPOA contract;

WHEREAS, the contracts already provide an option to reopen the Agreement for the sole purpose of negotiating a change in the third-party administrator from Blue Cross/Blue Shield (LPOA in 27.13, and LCOA in 20(F));

WHEREAS, the City has raised, and the parties to this Agreement have discussed, the issue of health care coverage; more specifically, the potential to investigate providers other than BCBS-MI;

WHEREAS, the parties desire to address this issue in a manner that allows such employees to maintain excellent health insurance benefits;

NOW, THEREFORE, the parties have agreed to the following:

1. The parties agree that the City may investigate and contract with other plan(s) and provider(s) other than the named provider (BCBS).
2. Relative to the plans named in the contract, the City may offer plans that are not provided by BCBS, but that provide *substantially similar* coverage.
3. For the purposes of this Agreement, “substantially similar” shall mean that the proposed replacement plan(s) offer at least the levels of coverage specified by Article 27 for each of the specified plans, in regard to the following items, coverages and co-pays will be the same or better than that specified in Article 27 for deductibles, prescription costs, office/visit co-pays, emergency room co-pays, and co-insurance. The parties further agree that doctor/provider participation must be at least 80%.

**CITY OF LIVONIA**

**LPOA**

By: Maureen Miller Brosnan  
MAUREEN MILLER BROSNAN

By: Anthony Hall  
ANTHONY HALL

Its: Mayor

Its: President

By: Jeannine Laible  
JEANNINE LAIBLE

By: Michael Arakelian  
MICHAEL ARAKELIAN

Its: Human Resources Director

Its: Vice President

## Health Insurance Plan Designs

	Base Plan	Alternate Plan
Deductible for One Member	\$250	None
Deductible per Family	\$500	None
Annual Coinsurance Maximum for One Member	\$1,000	N/A *
Annual Coinsurance Maximum per Family	\$2,000	N/A *
Annual Out-of-Pocket Maximum for One Member	\$6,350	\$6,350
Annual Out-of-Pocket Maximum per Family	\$12,700	\$12,700

Copay Amounts	Base Plan	Alternate Plan
Office Visit Copay	\$20	\$20
Online Visit Copay	\$10	\$10
ER Copay	\$100	\$100

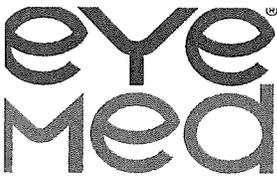
Prescription Drug Coverage	Base Plan	Alternate Plan
Generic Drug Copay	\$10	\$10
Preferred Brand Drug Copay	\$25	\$25
Non-Preferred Drug Copay	\$50	\$50
Specialty Drugs	See Below**	See Below**

\* Does not apply as there is no coinsurance on this plan with the exception of Private Duty Nursing Care which is exempt from Annual Coinsurance Maximums.

\*\* 10% of the cost of the drug, up to a maximum of \$100 per prescription.

\*\*\* 15% of the cost of the drug, up to a maximum of \$150 per prescription-25% up to \$300 per prescription.

Note: Some prescriptions require enrollment in the Pillar Rx manufacturer discount program.



VISION CARE SERVICES	IN-NETWORK MEMBER COST	OUT-OF-NETWORK MEMBER REIMBURSEMENT
----------------------	------------------------	-------------------------------------

**EXAM SERVICES**

Exam at PLUS Providers	\$0 copay	Up to \$40
Exam	\$5 copay	Up to \$40

**FRAME**

Any available frame at PLUS Providers	\$0 copay; 20% off balance over \$170 allowance	Up to \$84
Frame	\$0 copay; 20% off balance over \$120 allowance	Up to \$84

**CONTACT LENSES**

(Contact Lens allowance includes materials only)

Contacts - Conventional	\$0 copay; 15% off balance over \$120 allowance	Up to \$84
Contacts - Disposable	\$0 copay; 100% of balance over \$120 allowance	Up to \$84
Contacts - Medically Necessary	\$0 copay; paid-in-full	Up to \$210

**STANDARD PLASTIC LENSES**

Single Vision	\$10 copay	Up to \$30
Bifocal	\$10 copay	Up to \$50
Trifocal	\$10 copay	Up to \$70
Lenticular	\$10 copay	Up to \$70
Progressive - Standard	\$65 copay	Up to \$50
Progressive - Premium Tier 1	\$95 copay	Up to \$50
Progressive - Premium Tier 2	\$105 copay	Up to \$50
Progressive - Premium Tier 3	\$120 copay	Up to \$50
Progressive - Premium Tier 4	\$185 copay	Up to \$50

**LENS OPTIONS**

Anti Reflective Coating - Standard	\$45 copay	Up to \$5
Anti Reflective Coating - Premium Tier 1	\$57 copay	Up to \$5
Anti Reflective Coating - Premium Tier 2	\$68 copay	Up to \$5
Anti Reflective Coating - Premium Tier 3	\$85 copay	Up to \$5

**Proposed Benefits**

EyeMed Vision Care in conjunction with Fidelity Security Life Insurance Company

Option Shared Expense

Exam & Materials

Insight Network

Fully Insured

Employee Paid

Funded Benefits

**Frequency**

**Examination**

Once every plan year

**Lenses (in lieu of contacts)**

Once every plan year

**Contacts (in lieu of lenses)**

Once every plan year

**Frame**

Once every plan year

**Terms**

**Contract Term**

48 months

**Rate Guarantee**

48 months

**MONTHLY RATES**

Subscriber	\$7.49
Subscriber + 1	\$14.23
Subscriber + Family	\$20.90

Monthly Rate is subject to adjustment even during a rate guarantee period in the event of any of the following events: changes in benefits, employee contributions, number of eligible employees, or the imposition of any new taxes, fees or assessments by Federal or State regulatory agencies. The Plan reserves the right to make changes to the products available on each tier. All providers are not required to carry all brands on all tiers. For current listing of brands by tier, call 866-939-3633.

**LAN DETAILS**

Quote for group situated in the State of MI and will be valid until the 01/01/2021 implementation date. Date Quoted 10/09/2020. Rates are valid only when the quoted plan is the sole stand-alone vision plan offered by the group. Percentage discounts are not part of the insurance benefit. Underwritten by Fidelity Security Life Insurance Company of Kansas City, Missouri, except in New York. Fidelity Security Life Policy number VC-146, form number M-9191.

**LAN EXCLUSIONS/LIMITATIONS**

No benefits will be paid for services or materials connected with or charges arising from: medical or surgical treatment, services or supplies for the treatment of the eye, eyes or supporting structures; Refraction, when not provided as part of a Comprehensive Eye Examination; services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof; orthoptic or vision training, abnormal vision aids and any associated supplemental testing; Aniseikonic lenses; any Vision Examination or any corrective Vision Materials required by a policyholder as a condition of employment; safety eyewear; solutions, cleaning products or frame cases; non-prescription sunglasses; plano (non-prescription) lenses; plano (non-prescription) contact lenses; two pair of glasses in lieu of bifocals; electronic vision devices; services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 11 days from the date of such order; or lost or broken lenses, frames, glasses, or contact lenses that are replaced before the next Benefit Frequency when Vision Materials would next become available. Fees charged by a Provider for services other than a covered benefit and any local, state or Federal taxes must be paid in full by the Insured Person to the Provider. Such fees, taxes or materials are not covered under the Policy. Allowances provide no remaining balance for future use within the same Benefit Frequency. Some provisions, benefits, exclusions or limitations listed herein may vary by state.

# City of Livonia

## Saving our members some extra green

We're committed to keeping money in our members' pockets.

That's why we offer our members additional discounts above the proposed plan benefits.

### ADDITIONAL DISCOUNTS

#### VISION CARE SERVICES

#### IN-NETWORK MEMBER COST

##### DISCOUNTED EXAM SERVICES

Retinal Imaging

Up to \$39

##### CONTACT LENS FIT AND FOLLOW-UP

*(Contact lens fit and two follow-up visits are available once a comprehensive eye exam has been completed.)*

Fit and Follow-up - Standard

Up to \$40

Fit and Follow-up - Premium

10% off retail price

##### DISCOUNTED LENS OPTIONS

Photochromic - Non-Glass

\$75

Polycarbonate - Standard

\$40

Scratch Coating - Standard Plastic

\$15

Tint - Solid or Gradient

\$15

UV Treatment

\$15

##### OTHER ADD-ON SERVICES AND MATERIALS

20% off retail price

### Savings for Members

#### 40% off

additional pairs of glasses and a 15% discount on conventional lenses once funded benefit is used – an industry exclusive

#### 20% off

any item not covered by the plan, including non-prescription sunglasses

#### Lasik

Lasik or PRK from US Laser Network  
15% off retail price or 5% off promotional price

#### Hearing Care

Amplifon Hearing Health Care Network

40% off hearing exams and a low price guarantee on discounted hearing aids

#### DISCOUNT DETAILS

Member receives a 20% discount on items not covered by the plan at EyeMed In-Network locations. Discount does not apply to EyeMed Provider's professional services, or contact lenses. Plan discounts cannot be combined with any other discounts or promotional offers. In certain states members may be required to pay the full retail rate and not the negotiated discount rate with certain participating providers. Please see EyeMed's online provider locator to determine which participating providers have agreed to the discounted rate. Discounts on vision materials may not be applicable to certain manufacturers' products. The Plan reserves the right to make changes to the products on each tier and the member out-of-pocket costs. Fixed pricing is reflective of brands at the listed product level. All providers are not required to carry all brands at all levels. Service and amounts listed above are subject to change at any time.



**Delta Dental PPO™ (Point-of-Service)  
Summary of Dental Plan Benefits  
For Group# 10575-0000, 0001, 0002  
City of Livonia**

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the dentist's network participation.\*

**Control Plan** - Delta Dental of Michigan

**Benefit Year** - January 1 through December 31

**Covered Services** -

	Delta Dental PPO™ Dentist Plan Pays	Delta Dental Premier® Dentist Plan Pays	Nonparticipating Dentist Plan Pays*
<b>Diagnostic &amp; Preventive</b>			
<b>Diagnostic and Preventive Services</b> - exams, cleanings, fluoride, and space maintainers	100%	100%	100%
<b>Emergency Palliative Treatment</b> - to temporarily relieve pain	100%	100%	100%
<b>Sealants</b> - to prevent decay of permanent teeth	100%	100%	100%
<b>Brush Biopsy</b> - to detect oral cancer	100%	100%	100%
<b>Radiographs</b> - X-rays	100%	100%	100%
<b>Basic Services</b>			
<b>Minor Restorative Services</b> - fillings and crown repair	80%	80%	80%
<b>Endodontic Services</b> - root canals	80%	80%	80%
<b>Periodontic Services</b> - to treat gum disease	80%	80%	80%
<b>Oral Surgery Services</b> - extractions and dental surgery	80%	80%	80%
<b>Other Basic Services</b> - misc. services	80%	80%	80%
<b>Relines and Repairs</b> - to prosthetic appliances	80%	80%	80%
<b>Major Services</b>			
<b>Major Restorative Services</b> - crowns	50%	50%	50%
<b>Prosthetic Services</b> - bridges, implants, dentures, and crowns over implants	50%	50%	50%
<b>Orthodontic Services</b>			
<b>Orthodontic Services</b> - braces	50%	50%	50%
<b>Orthodontic Age Limit</b> -	to the end of the month of age 21		

\* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. This amount may be less than what the Dentist charges or Delta Dental approves and you are responsible for that difference.

- Oral exams (including evaluations by a specialist) are payable twice per calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her Dentist about treatment.
- Fluoride treatments are payable twice per calendar year for people age 18 and under.
- Bitewing X-rays are payable once per calendar year and full mouth X-rays (which include bitewing X-rays) or a panorex are payable once in any five-year period.
- Sealants are payable once per tooth per lifetime for first permanent molars for people age eight and under and second permanent molars for people age 13 and under. The surface must be free from decay and restorations.
- Composite resin (white) restorations are payable on posterior teeth.
- Porcelain and resin facings on crowns are covered services on posterior teeth.
- Implants are payable once per tooth in any five-year period. Implant related services are Covered Services.
- Crowns over implants are payable once per tooth in any five-year period. Services related to crowns over implants are Covered Services.

- People with special health care needs may be eligible for additional services including exams, hygiene visits, dental case management, and sedation/anesthesia. Special health care needs include any physical, developmental, mental, sensory, behavioral, cognitive, or emotional impairment or limiting condition that requires medical management, healthcare intervention, and/or use of specialized services or programs. The condition may be congenital, developmental, or acquired through disease, trauma, or environmental cause and may impose limitations in performing daily self-maintenance activities or substantial limitations in major life activity.

Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our website or contact your benefits representative to get a copy of our Passport Dental information sheet.

**Maximum Payment** – Delta Dental PPO™ Dentist or Delta Dental Premier® Dentist - \$1,500 per Member total per Benefit Year on all services except orthodontic services. \$1,750 per Member total per lifetime on orthodontic services.

**Nonparticipating Dentist** - \$750 per Member total per Benefit Year on all services except orthodontic services. \$1,250 per Member total per lifetime on orthodontic services.

These are not separate maximums by type of dentist.

**Payment for Orthodontic Service** – When orthodontic treatment begins, your Dentist will submit a payment plan to Delta Dental based upon your projected course of treatment. In accordance with the agreed upon payment plan, Delta Dental will make an initial payment to you or your Participating Dentist equal to Delta Dental's stated Copayment on 30% of the Maximum Payment for Orthodontic Services as set forth in this Summary of Dental Plan Benefits. Delta Dental will make additional payments as follows: Delta Dental will pay 50% of the per monthly fee charged by your Dentist based upon the agreed upon payment plan provided by Delta Dental to your Dentist.

**Deductible** – Delta Dental PPO™ Dentist or Delta Dental Premier® Dentist - None.

**Nonparticipating Dentist** - \$50 Deductible per Member total per Benefit Year limited to a maximum Deductible of \$150 per family per Benefit Year. The Deductible does not apply to diagnostic and preventive services, emergency palliative treatment, brush biopsy, X-rays, sealants, and orthodontic services.

**Waiting Period** – Enrollees who are eligible for Benefits are covered on the first day of the month following date of hire.

**Eligible People** – All full-time employees of the Contractor working at least 30 hours per week who choose the dental plan: LPOA/Dispatch (0000), LCOA (0001), PSA (0002) and COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) enrollees, if applicable.

Also eligible at your option are your legal spouse, and your dependent unmarried children to the end of the month in which they turn 21 if eligible to be claimed by you as a dependent under the U.S. Internal Revenue code during the current calendar year.

Enrollees and dependents choosing this plan are required to remain enrolled for a minimum of 12 months. Should an Enrollee or Dependent choose to drop coverage after that time, he or she may not re-enroll prior to the date on which 12 months have elapsed. Dependents may only enroll if the Enrollee is enrolled (except under COBRA) and must be enrolled in the same plan as the Enrollee. An election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

**Coordination of Benefits** – If you and your Spouse are both eligible to enroll in This Plan as Enrollees, you may be enrolled together on one application or separately on individual applications, but not both. Your Dependent Children may be enrolled on one application. Delta Dental will not coordinate Benefits between your coverage and your Spouse's coverage if you and your Spouse are both covered as Enrollees under This Plan.

Benefits will cease on the last day of the month in which your employment is terminated.

Customer Service Toll-Free Number: 800-524-0149 (TTY users call 711)  
<https://www.DeltaDentalMI.com>  
Contract Start Date: March 1, 2023  
Document Creation Date: January 17, 2023

**CITY OF LIVONIA  
LPOA PAYRATES**

CLASSIFICATION		3%			2.5%			3.5%			
		2023-2024			2024-2025			2025-2026			
		HOURLY	BI-WEEKLY	ANNUAL	HOURLY	BI-WEEKLY	ANNUAL	HOURLY	BI-WEEKLY	ANNUAL	
<b>POLICE OFFICER</b>	STEP 1	\$29.69	\$2,375.20	\$61,755.20	\$30.43	\$2,434.40	\$63,294.40	\$31.50	\$2,520.00	\$65,520.00	
	STEP 2	\$31.63	\$2,530.40	\$65,790.40	\$32.42	\$2,593.60	\$67,433.60	\$33.55	\$2,684.00	\$69,784.00	
	<i>*Effective 12-1-17, starting pay is Step 2 per CBA (see below).</i>	STEP 3	\$33.97	\$2,717.60	\$70,657.60	\$34.82	\$2,785.60	\$72,425.60	\$36.04	\$2,883.20	\$74,963.20
	STEP 4	\$36.75	\$2,940.00	\$76,440.00	\$37.67	\$3,013.60	\$78,353.60	\$38.99	\$3,119.20	\$81,099.20	
	MAXIMUM	\$39.47	\$3,157.60	\$82,097.60	\$40.46	\$3,236.80	\$84,156.80	\$41.88	\$3,350.40	\$87,110.40	
<b>SENIOR POLICE OFFICER</b>	MAXIMUM	\$41.47	\$3,317.60	\$86,257.60	\$42.51	\$3,400.80	\$88,420.80	\$44.00	\$3,520.00	\$91,520.00	
<b>DISPATCHER</b>	STEP 1	\$29.49	\$2,359.20	\$61,339.20	\$30.23	\$2,418.40	\$62,878.40	\$31.29	\$2,503.20	\$65,083.20	
	STEP 1.5	\$29.95	\$2,396.00	\$62,296.00	\$30.70	\$2,456.00	\$63,856.00	\$31.77	\$2,541.60	\$66,081.60	
	STEP 2	\$30.51	\$2,440.80	\$63,460.80	\$31.27	\$2,501.60	\$65,041.60	\$32.36	\$2,588.80	\$67,308.80	
	STEP 3	\$31.66	\$2,532.80	\$65,852.80	\$32.45	\$2,596.00	\$67,496.00	\$33.59	\$2,687.20	\$69,867.20	
	STEP 4	\$32.89	\$2,631.20	\$68,411.20	\$33.71	\$2,696.80	\$70,116.80	\$34.89	\$2,791.20	\$72,571.20	

\* 37.2 Until such time as the classification of Police Officers is close to being fully staffed as determined by the City, all Police Officers hired or promoted into the bargaining unit after December 1, 2017, will start at Step 2 of the salary schedule.

The Senior Police Officer rate shall be paid upon a police officer's completion of six (6) years of employment within the Police Department, including credit for lateral transfer.

Effective 12/1/2023 the rate for all employees includes the Uniform Cleaning and Maintenance Allowance