

AGREEMENT BETWEEN
CITY OF LIVONIA
AND
LIVONIA FIRE FIGHTERS UNION

DECEMBER 1, 2021 TO
NOVEMBER 30, 2024

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

THIS AGREEMENT entered into on this 22nd day of November 2021, (CR #330-21) between the CITY OF LIVONIA, a Michigan Municipal Corporation (hereinafter referred to as the Employer or the City), and the LIVONIA FIRE FIGHTERS UNION, Local 1164 (hereinafter referred to as the Union).

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

PURPOSE AND INTENT

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

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

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

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

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

1. RECOGNITION OF UNION

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

2. MANAGEMENT RIGHTS

- A. The Union recognizes the right of the City to operate and manage its affairs in all respects in accordance with its responsibilities. The powers or authority which the City has not officially abridged, delegated, or modified by this Agreement are retained by the City.
- B. The Union recognizes the exclusive right of the City to establish reasonable work rules, determine reasonable schedules of work, determine, and establish methods, processes, and procedures by which such work is to be performed as well as set work standards. The City also reserves the right to make work assignments in emergency situations.

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

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

- C. The City has the right to schedule overtime work as required, and consistent with the provisions set forth in Article 14.
- D. It is understood by the parties that every incidental duty connected with assignments enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by such Employees.
- E. The City reserves the right to classify existing positions based on assigned duties and responsibilities or make changes in assigned duties and responsibilities. The City has the responsibility in such classifications and duty assignments to provide equal compensation for equal work and to reflect duties and responsibilities by appropriate classifications and

compensation. In cases where an Employee considers that these principles are not being observed, they may seek redress through the grievance procedure set forth in Article 7.

- F. The City reserves the right to discipline or discharge for cause.
- G. The City reserves the right to lay off for lack of work or funds, or the occurrence of conditions beyond the control of the City, or where such continuation of work would be wasteful and unproductive.
- H. The City has the sole discretion to determine which employees shall have use of a City-owned vehicle and the extent of such use including whether an employee shall be allowed to take a vehicle home overnight. No employee shall be entitled to take a City-owned vehicle home unless the Fire Chief specifically authorizes the employee to take the vehicle home, and in any event, the vehicle shall only be used for City business and not for personal use.
- I. No policies nor procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the following authority conferred on City Officials:
 - 1. The Charter responsibility of the Mayor as executive officer for enforcing the laws of the State, City Charter and Ordinances, recommending an annual budget of appropriations, and the efficient performance of all executive departments, among other executive responsibilities defined by the Charter.
 - 2. The Charter responsibility of the City Council as the legislative body for the enactment of ordinances, the appropriation of money and the determination of the City's budget, among other legislative responsibilities defined by the Charter.
 - 3. The Charter responsibility of the Civil Service Commission for adopting rules and regulations and exercising other personnel responsibilities as defined by the Charter.
 - 4. The Charter responsibility of the City Council and the Civil Service Commission in establishing and amending a classification of positions plan, a compensation plan, an insurance and disability plan, and the retirement plan(s).
 - 5. The Charter responsibilities of the City in determining the functions and organization of the respective Departments or Divisions.
 - 6. The responsibilities of Department Heads governed by Charter provisions, ordinances, and Civil Service rules.
 - (a) to hire, assign, transfer, and promote Employees to positions within the agency;
 - (b) to suspend, demote, discharge, or take other disciplinary action against Employees;

- (c) to relieve Employees from duties because of lack of work or lack of funds; to determine the methods, means, and personnel necessary for departmental or agency budget;
 - (d) to control departmental or agency budget;
 - (e) to take whatever actions are necessary in situations of emergency to perform the functions of the department.
7. The responsibilities to administer pay and fringe benefit plans, to provide the necessary surveys, research, rules, regulations, resolutions, and ordinances for this purpose, subject to the authority of the departments and the City Council.
8. The responsibility for administering Charter and Ordinance provisions relating to the Retirement Plan and the Insurance and Disability Plan.
9. The responsibilities to administer a sick leave control program, as governed by Charter provisions, ordinances, and Civil Service Rules, except Section 25.2(h)(2) of the Civil Service Rules as to sick leave control.

3. UNION RESPONSIBILITIES

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

- A. That all services performed by Employees included in this Agreement are performed under State and Local Law for and in the public interest and are essential to the public welfare. The Union, its officers, and members, separately or collectively, shall neither cause nor counsel its members, or any of them, either directly or indirectly to strike, or participate in any interruption to the work, or in any work slowdown or other interference with any of the services of the City of Livonia. The occurrence of any such acts or actions prohibited in this section by the Union shall be deemed a violation of this Agreement. The Union shall not be liable, however, for the acts or actions hereinbefore enumerated not caused or authorized directly or indirectly by the Union. In any event, whether or not the Union is liable for such acts or actions, any Employee who commits any of the acts prohibited in this section may be subject to discharge or other disciplinary action, as may be applicable to such Employee.
- B. Union business may be conducted during working hours or in City work areas as provided for in this Agreement under Article 7, Grievance Procedure, for monthly meetings of the Board of Directors and monthly membership meetings. In addition, special meetings may also be conducted, subject to the operational needs of the Department and with the prior approval of the Fire Chief.

4. UNION SECURITY

Employee hired on or after the execution of the Agreement, at their option, may become a member of the Union upon completion of the probationary period of the Fire Department.

5. UNION DUES

- A. Payment by Payroll Deduction: In accordance with the provisions of this Agreement relating to Union Security (see Article 4):
1. Those Employees who apply for membership in the Union are required to tender an initiation fee, as defined by current LFFU By-laws, if any, and periodic membership dues and shall be required to do so by signing an “Authorization for Payroll Deduction of Dues” form.
 2. Payroll Deduction Forms. During the life of this Agreement, the Employer agrees to deduct union membership dues levied in accordance with the constitution and by-laws of the Union, from the pay of each Employee who executes or has executed the “Authorization for Payroll Deduction of Dues form.
- B. When Deductions Begin. Payroll deductions under all properly executed “Authorization for Payroll Deduction of Dues” forms shall become effective at the time the application is received by the City and shall be deducted from the first pay of the month and each month thereafter.
- C. Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to the designated financial officer of the Union with a list for whom dues have been deducted as soon as possible by the 15th day of each following month.
- D. Termination of Payroll Deductions. An Employee shall cease to be subject to payroll deductions beginning with the month immediately following the month in which they are no longer an Employee of the bargaining unit (by reason of death, quit, discharge, layoff, transfer, or any other reason) or if the Employee provides written notice to the City and the Union that they are withdrawing from the Union. The Union will be notified by the Employer of the names of such Employees following the end of each month in which a termination took place, for any reason other than employee withdrawal.
- E. Prohibited Activity. Neither the Union, nor its members, will intimidate or coerce any Employee with respect to their right to work or in respect to Union activity or membership.

6. REPRESENTATION

- A. The President and other officers of the Union shall be allowed reasonable time off during working hours, without loss of pay, to conduct negotiations and handle grievance matters, with the approval of the Officer-In-Charge or the Fire Chief. In negotiations, members of

the negotiating team shall be allowed two hours before the scheduled time of negotiations and two hours after completion of a negotiation session, subject to the operating needs of the Fire Division. Reasonable time off without loss of pay shall be granted to members of the negotiating team to confer with their counsel regarding said negotiations, subject to the operating needs of the Fire Division. For the purpose of this section, negotiation shall be defined as that period of time when the Union advises the City in writing of its intention to enter into negotiations for a new Agreement, but in no case earlier than April 1, 2024, and shall extend up to the ratification of the proposed Agreement by the Union membership.

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

7. GRIEVANCE PROCEDURE

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

STEP 1

- (a) The aggrieved Employee shall notify their station supervisor of the nature of the grievance within 10 calendar days of its occurrence. The Employee shall then be permitted to notify their Union representative and discuss the grievance with them privately. If they wish to pursue it further, they and/or their representative shall discuss the matter with the station supervisor privately. In any case, where the Employee represents themselves, or has a representative who is not a Union Representative, the Union representative shall be notified by the station supervisor and may be present at all discussions without intervention by the Union representative unless pertaining to contract language. Where no Union representative is available at a station to process a grievance, the City will attempt to provide transportation to the Chief Steward on the shift to the station, if they do not have a car available, with prior approval of the Officer-In-Charge of their station and subject to the operational needs of the Fire Division. The station supervisor will respond to the grievance in writing within six calendar days of the date of presentation of the grievance, not including the date of presentation.
- (b) If the grievance is not resolved at the station level, the station officer shall contact the Battalion Chief or officer on duty in charge of the unit of the issue and the matter will be discussed.

STEP 2

If the grievance is not resolved at Step 1, the Employee may complete and sign a Grievance Initiation Form which shall be submitted to the Fire Chief within 10 calendar days after the last written answer in Step 1. The Fire Chief will obtain the records of the case up to that point and may hold a hearing if they think it is necessary; a hearing with the Fire Chief will be held if requested by the Employee and/or the Union Representative. The Fire Chief will, when possible, notify the Employee and the Union Representative of their decision in writing on the Grievance Disposition Form within 10 calendar days of the receipt of the Grievance Initiation Form. An extension on the disposition can be granted upon mutual agreement between the Fire Chief and the Employee. If the Fire Chief's disposition is not received within the above time frame, the Employee and/or their representative may go to the next step.

STEP 3

A Labor-Management Committee shall review all grievances not satisfactorily resolved at Step 2, before being submitted to the Civil Service Commission or to arbitration as applicable. The Labor-Management Committee shall be composed of three representatives from the Union and three representatives of management. Additional members may be added when necessary. The aggrieved will attend the meeting to present the grievance unless they request not to be present. If the committee mutually decides to settle a grievance, the settlement shall be binding on all parties. If the Committee does not settle the grievance within five days of the Labor-Management Committee meeting, or any mutually agreed upon extension, then, either party may advance the grievance to the next step of the grievance procedure as provided in the agreement.

Election of Remedies

In all cases the following shall apply:

The Union may elect to appeal to the Civil Service Commission under Step 4 of the Grievance Procedure or arbitration under Step 5 of this Grievance Procedure. Provided, further, that there shall be no appeal from the Civil Service Commission to arbitration or from arbitration to the Civil Service Commission.

STEP 4

If the grievance is not satisfactorily resolved at Step 3, the grievance shall be referred to the LFFU Grievance Committee who shall take up the grievance with the Civil Service Commission within 10 calendar days from the last decision at Step 3. The Civil Service Commission shall meet on the grievance within 20 calendar days after filing of the grievance with the Civil Service Commission. The Employee shall be notified of the date of the meeting and shall be entitled to be heard, call witnesses, and have an informal hearing before the Commission. The Commission shall notify, in writing, all affected parties of its decision as soon as possible, in any event, within 10 working days after the final meeting with respect to same.

STEP 5

- (a) If the grievance is not satisfactorily resolved at Step 3, either party may, within 20 calendar days from the last decision at Step 3, notify the other, in writing, of its intent to seek arbitration, and the other party shall be obliged to proceed with arbitration in the manner hereinafter provided.
- (b) The parties shall attempt to agree upon an impartial arbitrator. If they cannot so agree within seven calendar days of the request for arbitration, the party requesting arbitration shall promptly thereafter file a demand for arbitration with the American Arbitration Association in accordance with the then applicable rules and regulations of the Association.
- (c) The expense of the arbitrator, excepting the parties' own expenses, shall be borne equally by the Union and the City.
- (d) The arbitrator shall have the authority and jurisdiction to interpret and apply the Collective Bargaining Agreement with respect to the grievance in question, but they shall not have the power to alter or modify the terms of this Agreement.
- (e) With respect to arbitration involving the discipline or discharge of Employees, the arbitrator shall determine if the discharge or discipline was for just cause; and they may review the penalty imposed. They shall fully hear and determine the matter and either affirm, modify, or revoke such action. They shall have the authority in cases concerning discharge, discipline and/or other matters, if they shall so determine, to order the payment of back wages and compensation for an Employee which the Employee would otherwise have received (less unemployment compensation or other compensation, if any earned elsewhere during the period in question, which compensation is attributable to the discharge, suspension or layoff period in issue, and which would not have been earned otherwise), and/or enter such other further award as may be consistent with the Agreement.
- (f) The arbitrator shall submit their decision, in writing, within 30 calendar days after the conclusion of the hearings, and the decision of the arbitrator so rendered shall be final and binding upon the Employee involved, the Union and its members, and the City.

B. GENERAL GRIEVANCE PROCEDURE PROVISIONS

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

2. Both the City and Union shall provide a list of authorized personnel for each step in the procedure.
3. Grievances are to be handled during working hours, except with the Civil Service Commission it shall be optional. The parties involved in a grievance shall be paid at their regular rate of pay during working or duty hours.
4. The forms described below will be used in the grievance procedure and can be found on the department network.
 - a. Grievance Initiation Form. This form will be used by the Employee at Step 2 to reduce the grievance to writing and initiate the written stage of the grievance procedure.
 - b. Grievance Disposition Form. This form will be used by the Fire Chief when issuing a decision on the grievance, to state their decision in writing.
 - c. Grievance Appeal Form. This form is to be used by the Employee if they wish to appeal the decision made at Step 2 or higher. If the Employee is not satisfied with the decision at any step, as transmitted in a Grievance Disposition Form, they will submit the Grievance Appeal Form to the appropriate official at the next step who will review all forms submitted in the grievance up to that point.
5. Any grievance shall be considered resolved on the basis of its last decision if there is no appeal in writing within the established time limits. Therefore, any step in the Grievance Procedure may be the last step. Grievances resolved at any step shall not be reversed at the next level of supervision.
6. Any grievance not answered by the City within the time limits established in the Grievance Procedure or modified by mutual agreement shall automatically be advanced to the next step by transmitting copies of the grievance to the proper step.
7. All grievance forms will be in quadruplicate, two for the designated City authority and two for the Union. Where the Employee is representing themselves, there should be an extra copy for the Employee.
8. The time elements in the first four steps can be shortened or lengthened by mutual agreement in writing between the parties.
9. With regard to suspension, demotion and removal, the Union shall be notified in writing by the Appointing Authority.

10. If an Employee during their hours of employment leaves their assignment without following the procedure outlined above, they shall be deemed to have no grievance and shall be subject to disciplinary action.
11. Any grievance settlement shall be made in accordance with the terms and spirit of this Agreement.
12. Where one or more involve a similar issue, these grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case.
13. Where a grievance of an Employee affects a number of Employees and concerns matters which are similar in nature, such a grievance may be submitted in writing directly to the Fire Chief in accordance with Step 2, as a representative grievance, the disposition of which would be applicable to other Employees similarly affected.

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

14. The Union may withdraw a grievance without prejudice at any step up to and including the fifth step, when applicable. However, a grievance once withdrawn may not be reinstated.
15. A grievance must be processed through each procedural step set forth in this agreement, except in those cases involving discipline and discharge in which the Union may elect to appeal either to the Civil Service Commission under Step 4 or arbitration under Step 5 of this Grievance Procedure.

8. COMPUTATION OF BACK WAGES

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

9. DISCIPLINARY PROCEDURE

- A. Reprimands. An Employee may, if they so desires, request the application of the Grievance Procedure for the purpose of reviewing oral or written reprimands. Oral or written reprimands shall be removed from an Employee's records on the second anniversary of their issuance. The foregoing provision for the removal of reprimands shall not apply to any other form of disciplinary action.
- B. For the information of Employees covered under this Agreement, the portion of the Rules and Regulations of the Civil Service Commission which pertains to notice of disciplinary action is as follows:

“Section 26.4 Notice of Disciplinary Action. In the case of any suspension, demotion, or removal, the regular order in writing from the Appointing Authority,

together with the extent of the disciplinary action and the reasons, therefore, shall be filed with the Commission immediately and a copy thereof shall be either given personally or by registered mail to the last known address of the affected Employee.”

- C. Newly Hired Probationary Employees: Discipline or discharge of a newly hired Employee during the Employee’s original probationary period, whether initial or extended, as set forth in the Civil Service Rules, shall not be subject to the grievance procedure or appeal to the Civil Service Commission.

10. PROMOTIONS

- A. All promotions of employees hired prior to November 4, 2020, below the Classification of Deputy Fire Chief, except for promotions to the position of Training Officer and Senior Captain, shall be in accordance with the provisions of the Charter of the City of Livonia, Chapter V, Section 16, subsection (h) of the Charter of the City of Livonia which provides as follows with respect to the seniority system:

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

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

- 1. Procedure to Establish Seniority:

Seniority of each individual is to be based on their length of time in service except in the case of where more than one Employee has been hired on the same day or within a seven-day period and in this case, seniority will be determined by their relative scores on the Civil Service examination. If the scores are identical, then the matter will be determined by the date of the individual’s application on file with the Civil Service Commission’s Rules and Regulations. This is then in accordance with Rule 14 of the Civil Service Commission’s Rules and Regulations.

2. The Seniority System:

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

3. Promotions:

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

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

4. By-Pass Clause:

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

5. Demotions:

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

6. Denial of Permanent Appointment:

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

7. Bureau or Division Change:

In the event any new Divisions are created, the Civil Service Commission will establish the required classifications and pay rates in said Division. All transfers or promotions into a new or established Division will be made by Fire Department seniority. Upon transferring or being promoted to a new Division, the bargaining unit member's classification will be changed to that as established by the Civil Service Commission. A bargaining unit member who elects to accept a transfer or promotion will be placed in and commence accumulating seniority in the new Division. The Employee will remain in probation for a period of one year. In the event they are not regularly appointed, they shall return to their spot on the Seniority List and the time spent on probation will be credited. All promotions in a Division will be made from within the Division in accordance with #3 Promotions. For a period of one year following the transfer or promotion, the Employee shall have a right to transfer back to their original Division. In the event they are transferred back by their own request to their original Division after completion of the one-year transfer back period, their promotional seniority will revert back to the date of their original transfer and they will lose seniority for the entire period they have remained in the new Division.

8. Promotions to the Classifications of Senior Captain shall be made in accordance with the City Charter and the Rules and Regulations of the Civil Service Commission and the following applies with respect to the same:
- a. This examination is open only to Employees of the City of Livonia who, as of January 1 of the year of the examination, are employed as a Fire Captain in the Fire Suppression Division of the Department of Public Safety and have regular status in the classification of Fire Captain. If less than five Captains with status apply, then Captains on probation by seniority, then Lieutenants by seniority, will be able to test so there are five applicants.
 - b. An eligibility list will be established as detailed below, with such list to remain in effect for a period of one year.
 - c. Applicants for the position will be required to apply in the manner prescribed by the Civil Service Commission.
 - d. Each candidate will be given a qualifying written examination with a minimum passing score to be determined by the Civil Service Commission.
 - e. The City will then utilize an interview panel process for the 10 candidates, or less if there are not 10 candidates, who receive the highest score on the qualifying examination.
 - f. Final score will consist of 50% of the qualifying written competitive examination and 50% oral interview. One-quarter point for each year of service will then be added to the score, plus one point for an associate degree or two

points for a bachelor's degree.

- g. The Senior Captain will be selected from the top two scoring applicants by the Fire Chief with approval of the Mayor. If the person selected was not the top scoring candidate, a verbal explanation will be provided to the employee upon request. A Union representative will be included in the discussion unless the employee requests otherwise.
 - h. As soon as one employee hired after November 4, 2020, is eligible for promotion to Senior Captain, this Section shall no longer be applicable and promotions to the position of Senior Captain will be made pursuant to Section 10, below.
 - i. Promotion to the rank of Battalion Chief shall continue to be made solely from the Senior Captain rank on the basis of seniority in grade.
9. Promotions to the Classification of Deputy Fire Chief:

Paragraphs 1-8 notwithstanding, the following procedure will be used to fill the classification of Deputy Fire Chief:

- (A) The City will administer a written qualifying examination for the position of Deputy Fire Chief in the event there are more than seven applicants for the open Deputy Fire Chief position. If there are seven or fewer applicants to the open Deputy Fire Chief position, there will be no qualifying examination and the promotional process will proceed to Section C, below.
- (B) The Deputy Fire Chief position is to be filled from within the Livonia Fire Department. To be eligible to apply for the Deputy Fire Chief position, an Employee must hold the rank of Lieutenant or higher within the Suppression Division. For Employees in the Fire Prevention or Training Divisions, to be eligible to apply for the Deputy Fire Chief position the Employee must hold a position with equivalent pay grade of Lieutenant or higher and the Employee have at least 18 years of Livonia Fire & Rescue seniority as of the date the Civil Service written qualifying examination is administered, or in the case where there are seven or fewer applicants, the date of the third party administered Assessment Center. Employees who hold the rank of Lieutenant or an equivalent pay grade of Lieutenant, must have passed probation to be eligible to apply for the Deputy Chief position.
- (C) The process of promotion to the Deputy Chief position shall consist of a third party administered Assessment Center, which shall make up 80% of the promotional process, and an Administrative Review, which shall make up 20% of the promotional process. Applicants will also receive one-quarter point for each year of service as defined by the Civil Service Rules and points for academic degrees as detailed in the Civil Service Rules.
- (D) Upon completion of the examination process, the rule of three shall apply,

meaning the Mayor and Fire Chief will choose the individual to fill the Deputy Fire Chief position from among the top three scoring applicants. The period of eligibility of the promotional list shall be for a period of one year.

- (E) The Employee promoted must be familiar with the total operation of the Livonia Fire Department.
- (F) The classification of the Deputy Fire Chief will be outside of the Union Local 1164 Bargaining Unit.
- (G) The wage scale for the Deputy Fire Chief position shall be determined solely by the City.
- (H) Employees promoted into the position of Deputy Fire Chief who fail probation shall be returned to the bargaining unit based on the seniority the Employee had at the time of promotion to the Deputy Fire Chief position.
- (I) Should the City elect to eliminate the Deputy Fire Chief position for any reason, the then current Deputy Fire Chief shall be returned to the bargaining unit without any loss of seniority, meaning the individual will be placed for seniority purposes in the same spot on the seniority list that the Employee would have been had the Employee remained in fire suppression.

10. Promotional Process for Employees Hired on or after November 4, 2020

Promotions for employees hired on or after November 4, 2020, to the positions of Driver, Lieutenant, Senior Captain, and Inspector shall be conducted pursuant to the following process:

- a. Promotion to the Position of Driver. The top 10 most senior Firefighters in the Livonia Fire Department who apply will take a competency test, which shall be pass/fail and promotion to Driver shall be made by seniority among those candidates passing the competency test.
- b. Promotion to the Position of Lieutenant. An employee must have regular status as an Engineer in the Livonia Fire Department in order to be eligible to take the written promotional examination for Lieutenant. If less than five Engineers with status apply, then Engineers on probation by seniority, then Drivers by seniority, will be able to test so there is a maximum of five applicants.
- c. Promotions to the position of Senior Captain. An employee must have regular status as a Captain in the Livonia Fire Department in order to be eligible to take the written promotional examination for Senior Captain. If less than five Captains with status apply, then Captains on probation by seniority, then Lieutenants by seniority, will be able to test so there are five applicants.
- d. Promotions to the position of Inspector. An employee must have a minimum of

seven years of service as a Firefighter in the Livonia Fire Department in order to be eligible to take the written promotional examination for Fire Inspector. If there are not at least five candidates who are eligible at the close of the application date the minimum seniority required shall be reduced to five years of service in the Livonia Fire Department.

- e. Promotions to the positions of Training Officer and Deputy Chief shall be as detailed elsewhere in this Agreement.
 - f. Promotions to the positions of Engineer, Captain, Senior Inspector, Battalion Chief and Fire Marshall shall be based on seniority in rank in the position immediately below the position into which the promotion is being made.
 - g. Promotional Test. Employees must take a written promotional test applicable to the positions of Lieutenant, Senior Captain or Fire Inspector and pass the written test with a score to be determined by the Civil Service Commission in order to continue on in the evaluation process. All employees shall be notified of their test score. The individuals with the top 10 passing scores will continue on in the testing process which shall include an oral interview.
 - h. Test Scoring. Final score will consist of 25% written competitive exam, 25% Department evaluations and 50% oral interview score. One-quarter point for each year of service will then be added to the score, plus an additional one point for an associate degree or two points for a bachelor's degree.
 - i. Promotional Eligibility List. A promotional eligibility list for Lieutenant, Senior Captain and Fire Inspector shall be created at the completion of the testing process. Eligible candidates shall be ranked from the highest score and descending to lowest score. High seniority shall break all ties. The eligibility list shall be in effect for one year from the day it is established or until the list is exhausted, whichever occurs first. All candidates shall be notified in writing of their composite score at the time of establishment of the list. A current list shall be in effect at all times.
 - j. Selection. For the position of Driver, the candidate with the highest seniority among those passing the competency test will be selected. For all other positions detailed herein, the City shall have the right to promote from among the top two candidates on the eligibility list. Each time a candidate is selected, the City shall select from the top two candidates remaining on the eligibility list. If the person selected was not the top scoring candidate, a verbal explanation will be provided to the employee upon request. A Union representative will be included in the discussion unless the employee requests otherwise.
11. The City reserves the right to conduct open-competitive examinations to fill vacancies in the classification of Fire Chief.
12. The City will train all members of the bargaining unit to the level of their

responsibility including any level that they may assume on an acting basis (i.e.: Daily Upgrade or Temporary Assignment) as required by the State guidelines or as otherwise deemed necessary by the Fire Chief.

Successful completion of required training is a requirement for promotion. An Employee who has not attained the minimum level of training may be bypassed for a promotion to that rank, provided that they have been given a timely opportunity to receive the training to enable them to be eligible and they have either turned down the opportunity or failed the necessary course or courses.

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

11. LAYOFFS

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

12. PERSONAL BUSINESS

All 56-hour Employees shall be allowed time for the conducting of personal business without loss of pay or deduction from sick leave, such time not to exceed 36 hours in any calendar year. All 40-hour Employees shall be allowed time for the conducting of personal business without loss of pay or deduction from sick leave, such time not to exceed 24 hours in any calendar year. Requests and approval for Personal Business time shall not be for less than one hour. Such time can be taken at any time subject to the operational needs of the department. Such requests shall be made in advance and in writing. The Employee shall not be required to describe the nature of their Personal Business in requesting time off. When 22 personnel are on duty, the language in Article 15 regarding vacations when 22 personnel are on duty shall apply to the use of Personal Business Time.

13. HOLIDAYS

- A. The paid holidays are designated as New Year's Day, President's Day, Memorial Day (last Monday in May), Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, Good Friday, New Year's Eve, National and City Elections (National Election refers to the General Election for the President of the United States; City Election refers to the regular City Election for the Mayor or members of the City Council of the City of Livonia). For 40-hour Employees, if Christmas or New Year's Day falls on a Sunday, Christmas Eve or New Year's Eve will be observed on Friday; if either day falls on Saturday, Christmas Eve or New Year's Eve will be observed on Thursday.
- B. Employees shall be paid by December 10 for all holidays, whether worked or not, in the preceding fiscal year based on the Employee's rate as of November 30th with the total amount of holiday pay based on the number of holidays times 1/10 of the Employee's bi-weekly pay rate.

14. OVERTIME

A. An Employee on a 56-hour duty work week who is required to work or is otherwise held over beyond their regular tour of duty of 24 hours for a given duty day shall be paid in cash for overtime at a time-and-one-half rate. For the purposes 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.

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

B. An Employee on a 56-hour duty week who is called back to duty shall be paid in cash for a minimum of three hours pay or at time and one-half for all hours worked, whichever is greater. The hourly rate shall be computed on the basis of 56 duty hours a week. Such call-in payments shall not apply to Employees who work Kelly days as a result of trading Kelly days with other Employees.

C. All 56-hour Employees will be paid time and one-half pursuant to the Fair Labor Standards Act for all hours actually worked as part of the Employee's regular schedule above 212 hours within the Employee's 28-day cycle. The hours for which time and one-half will be paid under this provision include hours actually worked between 212 and 216 during an Employee's nine workday cycles and hours actually worked between 212 and 240 during an Employee's 10-day work cycles.

For purposes of this Section, the following time off shall count as hours actually worked:

- i. Other duty-related time as assigned which is not otherwise covered in this Article. This shall include time of duly elected Union officers while conducting Union business while on duty and within the City limits and available for firefighting.
- ii. Time spent on a limited duty assignment.
- iii. Kelly Day Trades (the time will be treated as if the trade did not occur.)
- iv. Administrative Kelly Days.

D. An Employee who is normally assigned a an eight-hour day, 40-hour week and is required to work beyond eight hours in one day or 40 hours in one week shall be compensated for overtime at a time-and-one-half rate, based on the hourly rate for a 40-hour week. Employees working a ten-hour workday schedule shall be paid overtime at a time-and-one-half rate for hours worked over ten in one day or 40 in one week.

E. An Employee who is normally assigned a 40-hour week and is called back to duty shall be compensated for a minimum of three hours pay or at time-and-one-half for all hours worked, whichever is greater. The hourly rate shall be computed on the basis of a 40-hour week.

F. All overtime can be taken in compensatory time in lieu of cash payment at the same rate,

whether earned at straight time or time-and-one-half, at the request of the Employee. Compensatory time may be accumulated up to a maximum of 50 hours for 40 hour per week employees and 72 hours for 56-hour per week employees. Employees will be paid for all overtime earned above the limits detailed above and will be paid for all compensatory time earned upon separation from employment. The City reserves the right to pay all outstanding compensatory time at the then current rate at any time. An employee shall be able to request a payout of any accrued compensatory time one-time each year by providing notice of such a requested payout to the City during the month of October. All accrued compensatory time will be paid out as soon as practical following the request.

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

- H.
 - 1. Employees required by the City to attend off duty type activities, relating to department business, including but not limited to pre-scheduled Emergency Medical Technician classroom training on off-duty time and non-hazardous duty type activities related to Department business, will be paid at time-and-one-half based upon the appropriate hourly rate for all hours worked.

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

- I. In the event an Employee is called upon to testify as a witness in any judicial proceeding in their official capacity as an Employee of the City with the Fire Division of the Department of Public Safety on a day on which they are not on duty, they shall be paid in cash for a minimum of three hours pay or at time-and-one-half for all hours worked, whichever is greater, provided, further:
 - 1. When an Employee is called to testify in the Livonia 16th District Court, they shall be paid in cash for a minimum of three hours pay or at time-and-one-half for all hours worked, whichever is greater.

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

 - 3. This provision shall not apply to any section or proceeding which comes under the

general category of a labor and/or grievance dispute.

4. An Employee who serves on jury duty or is required to appear in court on a subpoena (except where the Employee has an interest in the case) will be paid their regular pay.
 5. Jury duty and duty while appearing on a subpoena during a regular workday may be considered as time worked.
- J. For the purpose of computing compensatory time or the time for determining payment of time-and-one-half for A, B, C, D and E above, the schedule in Article 14 Section A. shall apply.
- K. The Employer will attempt to equalize overtime within ranks in the Fire Division. Overtime hours will be posted quarterly at the various stations. An updated monthly list of overtime hours will be posted for all members at the station or made available on the overtime scheduling software. The list shall continue to remain in effect and shall not reset from contract to contract or from calendar year to calendar year.

15. VACATIONS

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

- A. The following vacation schedule shall apply to all classifications except as noted in subsection B below:
1. 18 hours per month up to the completion of five years of continuous service for Employees hired prior to December 1, 2012 and 14 hours per month up to the completion of five years of continuous service for Employees hired on or after December 1, 2012.
 2. 20 hours per month upon the completion of five years of continuous service.
 3. 22 hours per month upon the completion of 10 years of continuous service.
 4. 24 hours per month upon the completion of 15 years of service.
 5. 26 hours per month upon the completion of 20 years of service.
 6. Kelly days shall not be taken out of the vacation bank in computing vacation days.
- B. For the classifications of Fire Prevention Inspector, Senior Fire Prevention Inspector, Fire Marshal, and other Employees of the Fire Division regularly assigned to a 40-hour work week, the following vacation schedule shall apply:
1. 13.25 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 completion of 10 years of service, 16 hours per month.
 4. Upon the completion of 15 years of service, 16.75 hours per month.
 5. Upon the completion of 20 years of service, 18 hours per month.
- C.
1. Scheduling of vacation days will be divided into winter picks and summer picks. Winter months will include January, February, March, October, November, and December. Summer months will include April, May, June, July, August, and September.
 2. Vacation days will be chosen in order by station seniority. Winter picks will begin with the station commander on the first Monday or Tuesday of December when station bids begin. Winter picks will be submitted by January 15th. Summer picks will begin with the station commander on January 1st. Summer picks and third picks will be submitted by February 15th. (Intent: Employee will pick their vacation picks at the station they are assigned to as of January 1st.)
 3. All members will be notified by the station officer, first verbally, of the time that they must select their days. The station officer will also send an email notifying the Employee that it is their turn to select their vacation picks and the deadline. Each member, upon notification, will have four calendar days to select their days. If the Employee is unable to personally select their days, they can fill them by proxy. (Intent: another individual. ex: co-worker, spouse, etc.) The station officer will also make an attempt to remind the Employee either in person, via phone and message, or an email stating that the Employee has until the end of the shift to select their vacation days before they are skipped.
 4. If a member cannot request their vacation requests in the allotted four calendar days by any means, that member will be skipped for that pick only. The next pick will start the process of notification as normal and each member will be allotted the same four calendar days for each pick afterwards. The person who was skipped may select vacation days between the time they were skipped and their next pick. The Employee cannot select vacation days that someone has already chosen.
 5. The total of the first two vacation picks, winter, and summer will not exceed 10 vacation days. The maximum days for winter picks are six consecutive 24-hour shift days. The maximum days for summer picks are six consecutive 24-hour shift days.
 6. First and second vacation picks, for either winter or summer, can be in any combination of six days or less. (Intent: six winter leaving four for summer, five winter leaving five for summer, and four winter leaving six for summer).
 7. After Winter and Summer vacation picks have been completed, the station officer

will notify all remaining members with vacation time available, by station seniority, to select their 1st and 2nd third pick. The 1st and 2nd third pick will not exceed two consecutive 24 hour shifts to be used in either the Winter or Summer months. (Intent: One Summer pick and two Winter Picks or one Winter pick and two Summer picks.)

8. All vacation days regardless of pick or month, if consecutive, must be a full 24-hour shift. Any partial vacation day will nullify status of being consecutive. (Intent: partial vacation days will nullify the remainder of consecutive vacation requests of that pick.)
 9. After completing all vacation selections for all members, the schedule will be posted for all members to see on the network, Telestaff or the station bulletin boards.
 10. For the classifications of Fire Marshal, Senior Fire Prevention Inspector and Fire Prevention Inspector, division of days between Summer and Winter vacations shall be 15 for Summer and five for the Winter, with scheduling of additional vacation days at the discretion of the department.
- D.
1. Vacation periods shall be scheduled at the convenience of the department, with due consideration to the Employee. Scheduling of vacations shall be by stations with senior Employees receiving preference for available vacation periods. Vacations may be taken in increments of one hour or more, and such approval will follow the same guidelines as a request for personal business.
 2. When 22 Employees are on duty, a minimum of one vacation hour may be requested. Such requests shall be granted on a first come, first served basis. Requests made when manpower is at 22 cannot be reduced by the Employee once it has been granted and all requested hours will be counted against the Employee's bank. If staffing falls below 21 during the day of such request, the Employee will report back to duty and the actual time used will be counted against the vacation or personal business bank. The Employee must leave a telephone number at which the Employee can be reached. The Employee will have two hours from the time of contact to return to duty. Notwithstanding any other provision of this Agreement, there shall be no obligation on the part of the City to call back another Employee on overtime to replace the Employee who has taken vacation or personal business time on a day when 22 personnel were scheduled on duty. Employees who fail to return may be subject to appropriate disciplinary action.
- E.
1. Vacation for all 56-hour Employees may be accumulated up to 744 hours. Employees may accrue time beyond 744 hours during the year, provided that vacation time over 744 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 744 hours irrespective of the total hours accrued on the day of retirement. The 744-hour maximum accumulation includes any bonus vacation days earned.
 2. Vacation for all 40-hour Employees may be accumulated up to 544 hours.

Employees may accrue time beyond 544 hours during the year, provided that 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 day of retirement. The 544-hour maximum accumulation includes any bonus vacation days earned.

- F. Upon separation from service, an Employee shall be paid for their earned vacation up to 744 hours (544 hours for 40-hour Employees). In the event of death, the Employee's beneficiary, if designated, or their estate shall be paid the vacation pay.
- G. Employees shall have a one-time option to declare in writing to the Director of Human Resources a stated retirement date. Employees electing this option may go above the maximum of 744 vacation hours (544 hours for 40-hour Employees) 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 744 hours (544 hours for 40-hour Employees) 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 at 744 hours (544 hours for 40-hour Employees) irrespective of the total hours accrued on the date of retirement.
- H. Employees may select random vacation days upon agreement with the Fire Chief or their designee; provided, however, that the date selected will not be guaranteed and may be revoked any time up to 14 days before the vacation day is to be taken at the Fire Chief's or their designee's discretion.

16. SICK LEAVE

- A. All regular full-time Employees hired prior to December 1, 2012 on a 56-hour duty week shall accumulate sick leave at the rate of 18 hours for each completed month of service with unlimited accumulation. Regular full-time Employees hired into the bargaining unit on or after December 1, 2012 shall accumulate sick leave at the rate of 14 hours for each completed month of service with unlimited accumulation. All regular full-time Employees hired prior to December 1, 2012 on a 40-hour week, shall accumulate sick leave at the rate of one working day for each completed month of service, with unlimited accumulation. Regular full-time Employees hired on or after December 1, 2012 on a 40-hour week shall accumulate sick leave at the rate of six hours for each completed month of service. An Employee, while on sick leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement. The accumulated sick leave will be paid in cash to the Employee in the event of: (a) termination of active employment for any reason after 10 years of service; (b) duty-disability retirement to any Employee (regardless of years of service); (c) in the case of death it will be paid to the Employee's beneficiary or estate, subject to the maximum accumulation provided, based upon the Employee's rate of pay and rate of accumulation at time of termination.

Payment will be made in the following manner:

- 1. Upon termination from the City, accumulated sick leave up to a maximum of 75

days shall be paid out upon termination to Employees as follows:

- a. The first 600 hours (hours 1 to 600) in the Employee's sick leave bank shall be paid based upon 25% of the Employee's hourly rate at the time of termination.
 - b. The next 600 hours (hours 601 to 1200) in the Employee's sick leave bank shall be paid based upon 50% of the Employee's hourly rate at the time of termination.
 - c. The next 600 hours (hours 1201-1800) in the Employee's sick leave bank shall be paid based upon 70% of the Employee's hourly rate at the time of termination.
 - d. Employees hired prior to December 1, 2012 who have over 3400 hours in their sick leave bank at the time of termination shall, in addition to the payments in subsections a.-c., above, receive a bonus of \$6,000.
 - e. Employees hired on or after December 1, 2012, who have more than 3150 hours in their sick leave bank at the time of termination shall, in addition to the payments in subsections a.-c., above, receive a bonus of \$6,000.
2. For 40-hour Employees upon termination, accumulated sick leave will be converted back to a 56-hour equivalent pursuant to the formula in Article 17 and sick leave payouts will be provided in accordance with Section 1, above, at the hourly rate of the equivalent rank 56-hour Employee.
 3. Employees may continue to accumulate sick leave days beyond the applicable cap; however, these days shall not be considered for payout purposes specified herein.
 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.
- B. Serious illness of spouse or child shall warrant use of sick leave by the Employee, after arrangements have been made with their immediate supervisor, provided that this is restricted to eight working days in a calendar year for Employees on a 40-hour week. For Employees on a 56-hour duty week, the limit is four 24-hour duty days in a calendar year.
- C. Sick leave usage will be figured on a last in/first out basis.
- D. After three unexcused sick leave days for the Employee's own personal illness (which shall not include sick leave used due to illness in the Employee's immediate family) are used in any 12 month period, the City may require the Employee to produce a doctor's certificate for current and future use of sick leave by the Employee for the Employee's own personal illness and the Employee may be sent, at the City's option, to the City's physician for examination to determine in the physician's opinion whether the Employee is able to return to work. No phone calls shall be made to the home pursuant to this provision. Permission

for leave for illness in the immediate family shall be granted only if the Department has knowledge that such illness necessitates the presence of the Employee.

- E. Employees normally assigned to a 40-hour work week who do not use more than four days of their sick leave banks during the preceding calendar year shall have three additional vacation leave days added to their vacation banks for the following calendar year.

Employees normally assigned to a 56-hour work week who do not use more than 48 hours of their sick leave banks during the preceding calendar year shall have one additional 24-hour vacation day added to their vacation banks for the following calendar year.

- F. The City has the right to require 56-hour Employees to produce a doctor's certificate for any use of sick leave in increments less than eight hours.

17. CONVERTING LEAVE BANKS UPON DIVISION TRANSFER

Employees that transfer from the Fire Suppression Division to another Division, or from any other Division to Fire Suppression shall have their leave banks converted using the following formula:

- A. Transfer from Fire Suppression to another Division:

$$\frac{\text{Employees bank hours} \times 40}{\text{Fire Suppression workweek hours}}$$

- B. Transfer from another Division to Fire Suppression:

$$\frac{\text{Employees bank} \times \text{Fire Suppression workweek hours}}{40}$$

18. BEREAVEMENT LEAVE

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

- B. An Employee on a 40-hour week shall be allowed up to five working days as bereavement leave days not to be deducted from sick leave in the event of death of the spouse, children, or stepchildren. An Employee shall be allowed up to four working days as bereavement leave days not to be deducted from sick leave for a death in the immediate family, subject

to approval by the Fire Chief or 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 on a 40-hour work week shall be allowed up to two working days as bereavement leave in accordance with the foregoing provisions for death of Grandparents of the Employee's spouse. An Employee shall be allowed eight hours bereavement leave per calendar year for the death of a close personal friend.

19. SCHEDULE OF HOURS

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

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

- B. For Employees in the Fire Prevention Bureau, the regular and normal workweek shall consist of a five day, 40-hour week, extending from Monday through Friday inclusive, with a maximum regular schedule of eight hours in any one day and a maximum of 40 hours in any one week. Notwithstanding the above, an employee may work a four-day, 40-hour week schedule if requested and approved by the Fire Chief, with a maximum regular schedule of ten hours worked in any one day.
- C. Nothing in this Agreement prevents the City from utilizing non-56-hour bargaining unit members to perform fire suppression work provided that all 56-hour employees have been offered the opportunity to perform the work, such assignment will not interfere with the employee's regular position, and the non-56-hour employee is trained in the position in which they will be performing to the satisfaction of the Fire Chief. Any 56-hour suppression employee who can be upgraded, needs to be upgraded, before filling the remaining overtime spots with non-56-hour employees. Prior to doing so, the City will provide notice to the Union and will, if requested, meet with the Union to explain and discuss the method by which such schedules will be implemented.

20. BUDDY RELIEF SYSTEM

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

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

- B. The Station Commander shall supervise the unit change procedure and be responsible for its proper operation. Under the supervision of the Station Commander, members may be released from duty at 7:00 A.M., provided, that such members' relief is ready for duty. In addition, members may be allowed up to a maximum of eight hours off with a relief and approval of the Station Commander. If any additional time off is needed, it must be requested through the Shift Commander.
- C. If circumstances allow, officers shall relieve officers; engineers and/or drivers shall relieve engineers and/or drivers; pipeperson shall relieve pipeperson. If the Officer-In-Charge at the station shall authorize it, senior Employees in the next lower classification may relieve a member in the next higher rank. Members in a higher classification shall not be permitted to relieve a member in a lower classification unless the individual in the lower classification shall be qualified, as determined by the Station Commander, to assume the responsibility of the higher classification and return the time involved.
- D. Repayment of any relief time shall be the sole responsibility of the members involved in the relief.
- E. Shift Commanders are authorized to remedy any abuse of this procedure with the right to deprive members of any and all privileges granted herein.

21. TEMPORARY ASSIGNMENTS

- A. In those cases where temporary assignments are made by the Fire Chief for the purpose of filling a short-term vacancy, such daily upgrades shall be made to the senior Employee on duty who is not already performing at or above the level of the vacancy and who meets the requirements for such jobs. For the purpose of this subsection the term "short-term vacancy" is defined as a vacancy created on a particular day by the absence of the Employee regularly assigned to the vacant position for reasons including but not limited to sick leave, personal leave, vacation, or injury. All bargaining unit Employees assigned to perform work of a higher classification shall be paid the minimum rate of the higher classification or one step above their current rate, whichever is greater, retroactive to the first hour worked, provided the total hours worked in the higher classification are in excess of:
 - 1. Eight hours per workday for 56-hour Employees.
 - 2. Four hours per workday for 40-hour Employees.
 - 3. The Employee shall continue to receive the higher rate for all hours worked in the higher classification until they are returned to their regular classification.

This subsection shall be applicable to the following classifications:

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

2. Fire Engineer to Fire Lieutenant.
3. Fire Captain to Senior Captain.
4. Fire Prevention Inspector to Senior Fire Prevention Inspector.
5. Senior Fire Prevention Inspector to Fire Marshal.

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

- B. In the event a long-term vacancy occurs by reason of a serious illness or injury it is understood that the Fire Chief, whenever possible, intends to make a temporary assignment to the position, provided, however, where an additional appropriation is necessary to make such temporary assignment, the approval of the Mayor and Council shall be necessary. For the purpose of this subsection the term "long term vacancy" is defined as a vacancy created by the absence of an Employee regularly assigned to the vacant position for a period expected to last 30 calendar days or more due to serious illness, injury, other disability, or active military service. A temporary assignment made pursuant to this subsection is not a promotion regardless of the administrative documents utilized to process payroll for the higher rate of pay provided. If the Employee who created the long-term vacancy does not ultimately return to duty, the vacancy shall be filled utilizing the promotional provisions of this collective bargaining agreement in Article 10, at which time the temporary assignment shall end and the Employee who had been temporarily assigned shall revert to their regular duty assignment.

This subsection shall be applicable to the following classifications:

1. Fire Fighter to Assistant Driver (Assistant Drivers are Fire Fighters who are regularly assigned to drive in the place of Fire Engineers because of time off).
 2. Assistant Driver to Engineer
 3. Fire Engineer to Fire Lieutenant
 4. Fire Lieutenant to Fire Captain
 5. Fire Captain to Senior Captain
 6. Senior Captain to Battalion Chief
 7. Fire Prevention Inspector to Senior Fire Prevention Inspector
 8. Senior Fire Prevention Inspector to Fire Marshall
- C. In the event that a detail or a short-term assignment to a higher classification is needed to

fill a vacancy, it will be filled by the senior Employee on duty who is not already performing at or above the level of the vacancy.

- D. Under no circumstances shall an Employee be permitted to refuse or waive any assignment offered pursuant to subsections A or B above.

22. TRANSFERS

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

23. KELLY DAY TRADES

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

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

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

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

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

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

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

4. The Chief of the Department may authorize Kelly Day trades between Senior Captains and Battalion Chiefs or between Battalion Chiefs.
 5. All requests for Kelly Day trades will be transmitted through the proper Chain of Command on the forms provided for this purpose. Requests will be submitted no later than 10 calendar days prior to the change. This 10-day requirement may be waived at the discretion of the Shift Commander.
 6. The provisions of Article 20 of the Agreement shall not apply to Kelly Day trades under this provision.
 7. In the event an Employee's right to trade Kelly Days is denied, they shall have the right to invoke the grievance procedure as provided herein to review whether said denial was arbitrary and unreasonable.
- B. To the extent possible, subject to the operating needs of the Fire Division, Employees shall not be required to work Kelly Days.

24. HOSPITALIZATION - MEDICAL COVERAGE

- A. 1. The Employer agrees to provide 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 healthcare plan to be provided shall be the Community Blue PPO Option 3, with annual deductibles of \$250 per member, \$500 per two-person/family in-network waived if services provided in a PPO's physician's office; co-insurance payments (80% City and 20% Employee) of \$1,000 per member and \$2,000 per two-person/family. The plan shall include a \$20 office visit co-pay and a \$100 emergency room co-pay, waived if admitted to the hospital. The RX deductible drug prescription rider shall be a \$10 co-pay for generic drugs, a \$25 co-pay for formulary brand name drugs a \$50 co-pay for non-formulary brand name drugs and effective November 4, 2020, 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." Effective November 4, 2020, the online visit co-pay for employees who utilize online primary care visits will be one-half of the regular office visit co-pay above.

2. All Employees agree to contribute the following amounts per month for health care costs:

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 \$15,000.

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 \$11,000.

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 \$5,500.

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 \$5,500, \$11,000, and \$15,000 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.

3. For retirements occurring on or after December 1, 2012, including regular, early, deferred or disability-related retirements, retirees shall make contributions toward the cost of Employer-provided medical coverage throughout retirement as follows:
- a. For Employees participating in the base plan, the lesser of the amount the Employee was paying at the time of retirement or \$200 per month. Effective for retirements occurring on or after November 4, 2020, Employees participating in the base plan shall pay the lesser of the amount the Employee was paying at the time of retirement or \$250 per month.
 - b. 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 B, below. Effective for retirements

occurring on or after November 4, 2020, Employees participating in the alternate plan shall pay the lesser of the amount the Employee in the applicable coverage level (single, two-person, family) of the base plan that the Employee 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 alternative plan, in the event the alternate plan is more expensive.

4. The City will deduct 2% from the pension-based earnings of all active Employees hired prior to December 1, 2012 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.

For Employees hired on or after December 1, 2012, the City will deduct 2% from the pension-based earnings which shall be placed in the Employee's RHSP.

5. Employees below the age of 65, who retire on or after December 1, 2012, shall be eligible to participate in the Community Blue PPO Option 3, with annual deductibles of \$250 per member and \$500 per two-person/family in-network waived if services provided in a PPO's physician's office; co-insurance payments (80% City and 20% Employee) of \$1,000 per member and \$2,000 per two-person/family; a \$20 office visit co-pay and an emergency room charge of \$100

which will be waived if admitted to the hospital; an RX deductible drug prescription rider with 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 plan shall include the retiree, spouse, and dependent children under 19 years of age or the applicable legal age, whichever is greater. In the event of death of the retiree, this coverage shall continue for the surviving spouse until age 65, at which time coverage in paragraph D shall become effective.

6. Employees hired on or after April 29, 2009 shall have the same health care benefits as active Employees upon retirement and shall contribute to the cost of health insurance as required in Section 3, above.

7. Employees who are hired on or after December 1, 2012 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:

- a. The City will contribute \$80 per bi-weekly pay period into the Employee's RHSP account. Effective December 1, 2022 the City will contribute \$90 per bi-weekly pay period into the Employee's RHSP account.
- b. The Employee shall vest in the Employer contribution following four years of service.
- c. Upon termination of employment the funds shall be available in accordance with IRS regulations.

8. For the purposes of this Article, only the spouse of record at the time of retirement shall be eligible for medical benefits or survivor medical benefits.
9. For Employees who retire prior to December 1, 2012 the retiree health care benefits are as set forth in prior Collective Bargaining Agreements.
10. Notwithstanding the expiration date of this collective bargaining agreement, for employees who retire on or after November 4, 2020, and are entitled to retiree medical benefits pursuant to Sections 3, 4, 6, or 9 above, 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 and related provisions in Article 31 of this Agreement 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 were hired between April 29, 2009 and December 1, 2012, who are subject to benefit changes consistent with active employees as detailed in Section 6, above.

- B. The City, at its option, may offer Health Maintenance Organizations (HMOs) at City cost in lieu of the hospitalization-medical insurance provided herein, as currently provided ("Alternative Plan"), except as changed by the provisions of this paragraph and subject to premium sharing provisions in this Agreement. If an Employee or retiree who retired after December 1, 2002 accepts the option of a provided Health Maintenance Organization (HMO), it will be deemed that the City has fulfilled its obligation under this section and paragraphs A above & C hereunder for hospitalization-medical coverage and the specific benefits therein provided. Once an Employee has selected an offered hospitalization-medical coverage option, no change can be made until the next reopening date. All Employees and their families, as well as retirees who retired after December 1, 2012, so covered in a Health Maintenance Organization, shall pay a \$10 co-pay for generic drugs, a \$25 co-pay for brand name drugs and a \$50 co-pay for non-formulary brand drugs. The prescription is to be filled by the generic drug unless the physician directs the prescription to be "dispensed as written" and shall include the retiree, spouse, and dependent children under 19 years of age or the applicable legal age, whichever is greater. In the event of death of the retiree, this coverage shall continue for the surviving spouse until age 65, at which time coverage in paragraph D shall become effective. The plan shall include a \$20 office visit co-pay and an emergency room charge of \$100 which will be waived if admitted to the hospital.

Employees hired prior to December 1, 2012, who retire on or after December 1, 2012 and who elect to participate in the alternative health insurance plan described above, in addition

to the premium sharing provided 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 A.1, above, to the extent the illustrative rate for the alternative plan is greater than the illustrative rate for the base plan.

- C. The Employer agrees to pay the same amount of the Employee's premium, as would be paid for a non-disabled retiree for the coverage provided herein for Employees receiving a disability pension under the provisions of the Retirement Plan Ordinance, as amended.
- D. Subject to the premium sharing provisions of this Agreement, the Employer agrees to pay for M-65 coverage provided by Blue Cross/Blue Shield for each retiree and spouse as each attains age 65, it being understood that they each must have been enrolled with Blue Cross/Blue Shield to be eligible for this coverage at age 65. In the event of death of the retiree, this coverage shall continue for the surviving spouse if the surviving spouse is eligible for retirement benefits under option (a) or (b) of the Defined Benefit Retirement Plan Ordinance or if the retiree was a member of the Defined Contribution Retirement Plan.
- E.
 - 1. Employees who are on the active payroll of the City, covered by a health care plan offered by an employer other than the City, and can establish such coverage, who do not elect to take hospitalization-medical coverage offered by the City, may, each enrollment year, at the time of the enrollment period, opt out from City coverage and for said enrollment year receive a \$1,000 payment from the City, which, effective December 1, 2016, 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 their eligibility for the alternate coverage.
 - 2. If, in any year of this Agreement, the number of bargaining unit members electing to opt-out pursuant to this provision is greater than the number of Employees who elected to opt-out during the 1999-2000 fiscal year by a number equal to or greater than the number of bargaining unit members who elected to opt-out during the 1999-2000 fiscal year plus a number representing 10% of the total number of bargaining unit members as of the date the decision to opt-out must be made, the opt-out payment shall be increased from \$1,000 to \$3,000 for that particular year only.

For example, if there were no members who opted out in the 1999-2000 fiscal year, and there were 84 members of the bargaining unit on the day such opt-out decision made, so there would have had to be zero (number of 1999-2000 opt-outs) + 8.4 (10% of 84) for a total of 8 opt-outs for the opt-out amount to be increased in that particular year. For purposes of this provision, the number of Employees required will be based on normal rounding meaning if the number is at one-half or higher the number rounds up.

Any Employee shall have the right to revoke their declaration to opt-out within seven days of the date of said declaration, for the sole reason that the number of Employees who elected to opt-out, did not meet the requirement to support the

increase in the payment.

- F. There shall be no duplicate hospitalization-medical insurance coverage or payments in lieu thereof provided Employees by the City pursuant to this article. If the City employs more than one member of a family all of whom could be eligible for coverage under one hospitalization-medical insurance policy or plan as a spouse or dependent under the age of 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.
- G. The City may fulfill its obligation under this article for providing hospitalization medical coverage by adopting a self-insured program which shall provide the same benefits as set forth in this article.
- H. The Employer will provide a group optical program for the Employee, spouse, and dependent children under 19 years of age as follows:

Once every two years for each person - an eye examination by an optometrist and a pair of prescription eyeglasses, if needed. Coverage of the program includes basic frame selection and bi-focal selections of KRYPTOK or D.S. SEG, 22 mm. Should an eye examination for children under seven by an ophthalmologist be deemed necessary by an optometrist, the bills for the ophthalmological examination may be presented to the Civil Service Department for payment from the optical account; it being understood that such ophthalmological examinations must have resulted from referrals by an optometrist under the group plan. Should an Employee choose not to participate in the foregoing group optical program, they shall make their election known to the City in writing. Said Employee shall then be entitled to reimbursement in an amount not to exceed \$300 per family per two-year period. Effective for the 2021 Fiscal Year, the reimbursement may be used to pay for insurance premium costs.

The Union may request to be included in the City's Optical Plan during the term of this Agreement.

- I. The Employer will provide a dental reimbursement program for regular full-time Employees, spouses, and dependent children under 19 years of age, to be used, upon proper proof of payment, for dental services or for the Employee's payment of dental insurance premiums, as follows:
 - 1. The dental reimbursement maximum will be 900 per year.

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

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

- 2. The City will provide, for each Employee's family only, 50% of the fees for orthodontic services for the prevention and correction of poorly positioned teeth for a lifetime maximum of \$1,500 per family, limited to the Employee and spouse and dependents until the end of the year said dependents reach age 19, provided that at least \$500 of this amount must be for services rendered after December 1, 2008.

- 3. In cases where payment to a dentist creates an undue hardship, an Employee may apply to the Civil Service Department to have their dental benefit paid directly to their dentist. In cases of extreme hardship, Employees may apply to the Civil Service Department to utilize up to the appropriate annual maximum reimbursement. If an Employee receives an advance payment and subsequently terminates employment with the City for any reason, prior to the end of the contract year, a prorated adjustment to the reimbursement advanced shall be made, and the balance shall be deducted from any monies otherwise due to the Employee. At no point may an Employee borrow beyond the five years.

- 4. Where both spouses are working for the City, each person may be reimbursed separately for dental expenses, provided, however, that a spouse who claims a dental reimbursement may not also be claimed as a dependent for this purpose. In addition, dental expenses for dependent children may be claimed by either parent but both may not claim the same child for reimbursement purposes.

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

- 6. The Union may request to be included in the City's Dental Plan during the term of this Agreement.

- J. The Employer will provide a psychological services reimbursement program for full-time and regular Employees. Said program shall reimburse Employees for psychiatrist's or licensed clinical psychologist's fees for psychotherapy. Said reimbursements shall not exceed \$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. Moreover, it is expressly understood that said reimbursements shall not be applied toward the Employee's major medical deductible. If an Employee covered by this provision seeks confidentiality as to its application, the Employee shall consult with the Association's designee to effectuate such a result.

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

- L. Retirees of the City who are entitled to health insurance shall be provided the Hospice Care Benefit (HCB) and (Specified Oncology Clinical Trials (SOCT) Riders, subject to the provision of Article 24 Section D.

25. SHORT-TERM DISABILITY AND LIFE INSURANCE COVERAGE

- A.
 - 1. The Employer agrees to provide each full-time regular Employee short-term disability in effect at the time of this Agreement, which provides weekly sickness and accident benefits up to \$42 a week to a maximum of 12 weeks.
 - 2. The Employer agrees to provide an additional 40 weeks of short-term disability at the rate of \$100 a week.
 - 3. An employee who becomes pregnant and who is unable to perform their job duties will be granted a personal illness or disability leave of absence at any time during their pregnancy consistent with the law and the City's policy with respect to non-pregnancy disabilities. Requests for time off beyond that which is medically necessary shall be handled in accordance with the City's policy for non-medical leaves of absence.
- B. Each Employee shall have life insurance coverage equal to their annual pay rate rounded to the next higher even thousand unless it is already an even thousand and add \$1,000.00 in coverage.
- C. In case of accidental death which occurs while on duty or off duty, double indemnity shall apply. In addition, double indemnity shall apply if an Employee suffers death in the performance of their duties.
- D. If a regular Employee is laid off, the Employer shall continue to pay premiums for a period not to exceed 60 days from the cessation of active employment.

26. ON DUTY INJURY

- A. Each Employee will be covered by the applicable Workers' Compensation Laws, and the Employer further agrees that an Employee being eligible for Workers' Compensation will receive, in addition to their Workers' Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Workers' Compensation and their regular weekly income based on 56 hours (in the case of Employees in Fire Prevention, 40 hours). This supplemental pay is available for Employees who receive benefits from the Presumed Cancer provision of the Workers' Compensation law, provided that the supplement for any employee who receives benefits under the Presumed Cancer provision shall be limited to the difference between 100% of the post-tax salary and the maximum amount an employee would have received if granted benefits under the general Workers Compensation provisions. Under no circumstances 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. No deduction shall be made from the Employee's sick leave bank from the initial time off because of on-the-job injury until the time and date the Employee is considered able to return to work by the City Physician or the doctor treating the injury at a hospital or clinic to which the Employee is sent by the City. Should the Employee not return to work by the specified date and time, any further time off shall be deducted from 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 it is considered necessary, to require the Employee be examined by the City Physician before an extension can be granted. Should there be a difference of opinion between the City's physician and the Employee's physician, the Employee may request that such difference be resolved by the grievance procedure under Article 7, Grievance Procedure.

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

27. LIMITED DUTY

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

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

In the General Orders that the Chief has issued for light-duty assignments, one such assignment has been to drive vehicles. It is the intention of the Department that an assignment to drive a vehicle will be consistent with the medical limitations of the individual. It is not the Department's intention to have light duty personnel drive vehicles routinely on emergency runs, but there may be

exceptions. In no event will the exception be implemented if inconsistent with the individual's medical limitation.

Employees who are injured on the job, and who have medical certification that they can return to work, on limited duty, must do so after three calendar days of the date of certification that they may return. Employees who are on limited duty, who then are available to return to full 24-hour duty, shall have one calendar day between the end of the Employee's eight-hour duty and the return to a 24-hour schedule. Employees may be on limited duty at the discretion of the Department on either eight-hour shifts or 24-hour shifts. If the Employee is on limited duty on a 24-hour shift, and is authorized to return to full duty, the return to full duty will be the Employee's next regular scheduled shift.

28. LONGEVITY PAY

- A. Longevity pay, within the meaning of this section, is not a part of the base salary of an Employee but is a payment for length of service or seniority for the purpose of retaining and rewarding faithful Employees for their City service. In recognition of this, Employees hired prior to December 1, 2012 only, shall receive longevity pay based on the following years of service:
1. Upon completion of seven years of service, and not more than 14 years of service, Employee shall receive 2-1/2% of their base rate or \$750, whichever is less, but not to exceed \$750; such pay to commence and accrue from the payroll period in which the Employee's 7th anniversary date occurs.
 2. 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 their base rate or \$1,500, whichever is less, but not to exceed \$1,500; such pay to commence and accrue from the payroll period within which their 14th anniversary date occurs.
 3. Upon completion of 21 years of service, an Employee shall receive an additional 2-1/2% of their base rate or \$2,250, whichever is less, but not to exceed \$2,250; such pay to commence and accrue from the payroll period within which their 21st anniversary date occurs.
- B. Payment for longevity shall be made once a year in December, by December 10th. Such payment shall be based on the Employee's base rate as of November 30th preceding the date of December 10th. In order to become eligible for the initial longevity payment, Employees must have completed the fifth year of service in the fiscal year preceding the payment in December. To be eligible for additional longevity payments, Employees must have completed the 7th, 14th or 21st year in the fiscal year preceding the payment in December.
- C. Upon the separation of an Employee from the City service for any reason, longevity will be prorated and paid to the Employee or, in the event of their death, to their heirs or estate.

29. CLOTHING

- A. Employees, upon initial employment in the Fire Department, shall receive four work uniforms. Uniforms will be replaced as necessary based upon fair wear and tear upon turning the worn or damaged uniform into the Department. Each member of the Fire Department will receive two T-shirts per year or as needed and one sweatshirt per year or as needed.
- B. Each Employee of the Fire Prevention Bureau shall receive an annual clothing allowance of \$375.00 to be paid in the first pay period following December 1st. Members of the Fire Marshal Division shall also be furnished a fire helmet, a Fire Fighting coat, one pair of firefighting boots and two pair of coveralls. In addition, members of the Fire Marshal Division shall receive one work uniform to be replaced as necessary based upon fair wear and tear upon turning the worn or damaged uniform into the Department.
- C. The City shall provide every member of the Fire Fighting Division with the following:
 - 1. One helmet with shield.
 - 2. One Bunker coat.
 - 3. One pair of Bunker pants.
 - 4. One pair of Bunker boots.
 - 5. One protective hood.
 - 6. One pair of protective gloves.
- D. There will be three self-contained breathing apparatus per each piece of equipment: namely, engines, rescue, heavy duty rescue and tower. Battalion Chief's vehicle shall have one breathing apparatus per unit.
- E. Each Employee shall receive a yearly maintenance and cleaning allowance of \$600 to be paid in equal portions during the first pay period following December 1st (\$300) and June 1st (\$300) of said year. Effective December 1, 2016, the allowance will be paid in 12 equal monthly installments during the year. Inasmuch as these payments are advance payments, Employees who separate from employment with the City for any reason will have a prorated amount deducted from their final paycheck based upon each week not employed between time of termination and the effective date for the next clothing allowance payment.

30. BULLETIN BOARD

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

3. Union elections
 4. Reports of Union Committees
 5. Rulings and/or policies of the Union
- B. Notices and announcements shall not contain anything political or controversial, or anything reflecting upon the City, any of its Employees, or any labor organizations among its Employees; and no material, notices, or announcements which violate provisions of this section shall be posted.
- C. Any Union-authorized violations of this section shall entitle the City to cancel immediately the provisions of this section and remove the bulletin board.

31. PENSIONS

I. GENERAL PROVISIONS

The following provisions shall apply to Article 31 Section II and Article 31 Section III

- A. If an Employee 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 Employee which the Employee is capable of performing, taking into consideration the Employee's medical condition and the advice of the City Physician and the Employee's physician, provided, however, that this provision is not in conflict with the City's Retirement Ordinance.
- B. 1. The City shall pick up the Employee contributions required of Fire Department Employees for all compensation earned after the effective date of this provision. The contributions, so picked-up, shall be treated as Employer contributions in determining tax treatment under the United States Internal Revenue Code. Employee contributions picked-up by the City, pursuant to this provision, shall be treated for all other purposes, in the same manner and to the same extent, as Employee contributions made prior to the effective date of this provision.
2. These Employee contributions so picked-up shall not be included in gross income for tax purposes until such time as they are distributed by refund or benefit payment. The City shall provide a revised W-2 form to reflect all of the above changes, as soon as practicable after IRS approval.
3. With respect to the Plan Amendment and the "pick-up" of Employee pension contributions set forth above, it is expressly understood and agreed as follows:
- a. The plan amendment is being adopted only for the purpose of allowing Employees to take advantage of IRS Code provisions

which permit governmental Employees to tax shelter their pension plan contributions.

- b. The actual current and future gross salary of the Employees will not be affected by the plan amendment.
 - c. Employee contributions will be withheld from actual gross salary and paid to the plan.
 - d. Actual gross salary will continue to serve as the basis for determining the amount of salary related fringe benefits, including retirement benefits.
 - e. Taxable gross salary (salary reported on form W-2) for the Employees will be equal to actual gross less the Employee contribution to the pension plan.
 - f. The City will maintain information which will permit identification of the amount of Employee contributions made before and after the plan amendment. This is necessary in order to determine the extent to which a pension plan distribution is taxable income to the Employee at the time the distribution is received.
 - g. The plan amendment is being accomplished by local agreement rather than a change in State law.
- C. The term “wages” as used in Article 31.II.A and B above shall mean wages plus other compensation as defined in Section 2.96.050 of the City’s Retirement Ordinance.
- D. 1. Effective for Employees who retire after April 29, 2009, deferred defined benefit retirees will have medical benefits the same as those in effect for active Employees at the time that they start receiving medical benefits.
2. Effective for Employees who retire after April 29, 2009, deferred defined contribution retirees will have medical benefits the same as those in effect for active Employees at the time they are eligible to receive medical benefits at the earliest full retirement date.
3. Percentage caps for those who retire at less than full retirement age remain in effect.
- E. Employees shall be limited to 2 FAC requests per calendar year. Exceptions may be made for unique circumstances.

II. DEFINED BENEFIT PLAN FOR EMPLOYEES HIRED PRIOR TO JULY 1, 1998

The following provisions shall be applicable to Employees participating in the Defined

Benefit Plan as set forth in the City of Livonia Retirement Ordinance for employees hired prior to July 1, 1998. Only Employees hired prior to July 1, 1998 are eligible to participate in the Defined Benefit Plan.

- A. The City’s Retirement Plan Ordinance in effect as of the execution of this agreement, and as amended by prior collective bargaining agreements between these parties, which amendments are specifically incorporated herein, shall govern the Employees’ retirement program. Any such revisions, or any future revisions, affecting the members of the Livonia Fire Fighters Union’s bargaining unit shall not take effect without prior agreement of the Livonia Fire Fighters Union.

- B. Retirement. Employees who are 52 years of age and who have 10 years of fire fighter service with the City of Livonia, or at any age with 25 years of service with the City of Livonia, may retire with all retirement benefits including retiree health insurance as provided in this Agreement and with a pension determined by using actual years and months of service times the 2.8% multiplier provided in Section F, below. There shall be no benefit reduction at full Social Security Age.

Any Employee may retire at a reduced pension as provided in the following paragraph prior to age 52 provided that the Employee has 10 years of service with the City and is at least 50 years old. There shall be no benefit reduction at full Social Security age.

Employees electing early retirement (i.e., retirement prior to age 52 with less than 25 years of service, shall have their pension amount computed and based on actual years and months of service, with that dollar amount then reduced by one-half percent per month remaining to age 52, as follows:

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

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50	6	91.00
50	5	90.50
50	4	90.00
50	3	89.50
50	2	89.00
50	1	88.50
50	0	88.00

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

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

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

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

- E. **Duty Death Benefits.** The surviving spouse, or other person, if applicable, of an Employee whose death is totally duty related, may apply, pursuant to Section 2.96.280 of the Retirement Ordinance, for duty death benefits.
- F. An eligible Employee’s annuity factor shall be 2.8% for the first 30 years of service, to a maximum (“cap”) of 75% of final average compensation.
- G. Employee’s contribution shall be 4.5%.
- H. An Employee in receipt of on-duty injury benefits pursuant to Article 26, shall have the wage component of final average compensation for pension purposes computed for the period that the Employee is in receipt of such benefits based upon the gross biweekly salary rate that the Employee would have received had the Employee not been injured, instead of based upon the workers’ compensation and supplemental benefits actually received.
- I. Employees who retire on or after December 1, 1993 but on or before March 20,

2008 shall receive a cost-of-living allowance according to the schedule set forth below:

One year after retirement, an additional \$20 per month.

Two years after retirement, an additional \$20 per month, for a total of \$40 per month.

Three years after retirement, an additional \$20 per month, for a total of \$60 per month.

Four years after retirement, an additional \$20 per month, for a total of \$80 per month.

Five years after retirement, an additional \$20 per month, for a total of \$100 per month.

Six years after retirement, an additional \$20 per month, for a total of \$120 per month.

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

Seven years after retirement, an additional \$20 per month, for a total of \$140 per month.

Eight years after retirement, an additional \$20 per month, for a total of \$160 per month.

Nine years after retirement, an additional \$20 per month, for a total of \$180 per month.

Ten years after retirement, an additional \$20 per month, for a total of \$200 per month.

- K. Employees who retire on or after December 1, 2008, but on or before October 17, 2016, 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.

- L. Employees who retire after October 17, 2016, shall receive the cost-of-living allowances as set forth above in Section K, and shall also receive the following cost of living allowances:

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

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

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

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

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

III. DEFINED CONTRIBUTION PLAN

- A. The following provisions shall be applicable to Employees participating in the Defined Contribution Plan. Effective November 4, 2020, the provisions shall apply to all Employees hired July 1, 1998 or later who did not elect to take the one-time irrevocable option from January 11, 2021, to February 9, 2021, to participate in the Defined Benefit Plan detailed in Section IV, below. These provisions shall not apply to Employees hired prior to July 1, 1998 who participate in the Defined Benefit Plan or, effective November 4, 2020, to employees who elected to take the

one-time irrevocable option to participate in the Defined Benefit Plan detailed in Section IV, below.

1. Participants in the Defined Contribution Plan shall also participate in a disability plan equivalent to the Defined Benefit disability plan as set forth in the City Retirement Ordinance. The City's liability for the disability benefit shall be offset (1) by any amount which may be payable pursuant to the Workers' Compensation Act, if applicable, and (2) by the lifetime annuity value of the Employee's 401(a) defined contribution retirement account, determined as of the effective date of the Employee's disability-related separation from service. Defined Contributions shall include all contributions and income accumulated in the plan account whether derived by the contributions made by the Employee or Employer, including any amounts transferred into the plan, but excluding voluntary Employee contributions. The Defined Contribution will also include any amounts withdrawn from the 401(a) account 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.
 2. Retirees who are members of the Defined Contribution Plan, or who timely exercise their option to enter the Defined Benefit Plan described in Section IV, below, are not eligible for hospitalization-medical coverage until age 52 with 10 or more years of service or at any age with 27 years of service.
- B.
1. For Employees hired on July 1, 1998 or later, the pension provided for Employees following the first six months of their employment will be a Defined Contribution pension plan with the City contributing an amount equal to 12% of the Employee's wages and the Employee contributing an amount equal to 4.5% of the Employee's wages, with vesting after four years of employment. The Employee is permitted to contribute additional amounts up to the maximum allowed by law. For employees who do not elect to take the one-time irrevocable option to participate in the Defined Benefit Plan detailed in Section IV, below, the City will contribute 14% of the Employee's wages effective December 1, 2020.
 2. The health care benefit paid for Employees hired by the City on July 1, 1998 or later, but hired prior to December 1, 2012, upon retirement, shall be as follows:

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

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

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

- C. All members in the Defined Contribution Plan on November 4, 2020, and who are on the payroll on July 1, 2021, will receive a one-time bonus in the amount listed in Exhibit A, attached hereto, which represents an amount equal to \$1,000 for each completed year of service with the City of Livonia as of June 30, 2020 up to a maximum of 30 years of service (\$30,000). This one-time bonus will be provided to each individual member as a cash payment with each employee having the option, as detailed in the parties' Retention Bonus Payment Letter of Agreement dated June 3, 2021, to elect to defer a portion or all of the cash payment into the employee's 457(b) Deferred Compensation Account, if eligible, up to the maximum allowed by law.

IV. POLICE AND FIRE REVISED RETIREMENT PLAN (PFRRP) DEFINED BENEFIT PLAN FOR EMPLOYEES HIRED ON OR AFTER JULY 1, 1998

The following provisions shall be applicable to Employees participating in the PFRRP Defined Benefit Plan detailed in this Section, which will be effective January 30, 2021:

- January 30, 2021, for employees hired prior to December 1, 2020;
 - Date of hire for employees hired on or after December 1, 2020
- A. The provisions of this Section shall apply to all employees hired on or after December 1, 2020, and all employees 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 Article 31 Section III, above.
- B. All bargaining unit members who were hired on or after July 1, 1998 and prior to December 1, 2020 shall have a one-time irrevocable option from January 11, 2021 to February 9, 2021, to elect to participate in the Defined Benefit Plan, as detailed in this Section.
- C. Bargaining unit members 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 Article 31 Section III, above.
- D. Bargaining unit members 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 31.III, and there shall be no further employee or City contributions into the plan. Bargaining unit members so converting shall have a one-time irrevocable option prior to June 30, 2021 to purchase between 1 and 3 years of service credit in the new Defined Benefit Plan. The purchase of service credit shall be processed pursuant to the Pension Service Credit Letter of Agreement dated June 3, 2021.

- E. The multiplier for all employees participating in the Defined Benefit Plan contained in this Section shall be 2.5% of base wages with a multiplier cap of 75.00%.
- 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 Article 31 Section II Subsection C, above for employees hired on or after December 1, 2020, and Article 31 Section III Subsection A.1 which establishes said benefits at the same level as bargaining unit members participating in the Defined Benefit Plan described in Article 31 Section II, 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 bargaining unit members 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. Employees 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 Article 31 Section II as well as provisions relating to the new Defined Benefit plan described in new Section Article 31 Section IV, except that the following provisions of the current ordinance are specifically excluded from the Defined Benefit Plan contained in this Section:

- i. Section 2.96.250 Early Retirement Pension and any related provisions, including but not limited to 2.96.240 and 2.96.400.
- ii. Section 2.96.260.C and 2.96.407.B Annuity Withdrawal and any related provisions.
- iii. Section 2.96.330 Military Buy-Back and any related provisions.
- iv. 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.

32. SALARY RATES

A. The salary rates in effect for this Agreement shall be as provided in Appendix A attached hereto, which will reflect the following wage increases:

Effective December 1, 2021	3% wage increase
Effective December 1, 2022	2% wage increase
Effective December 1, 2023	3% wage increase

B. Employees in the Fire Fighter classification with more than 12 years' service in said classification shall be paid a wage rate of five percent above those rates listed.

C. Until such time as the City no longer determines it is necessary, all Firefighters hired into the bargaining unit after December 1, 2018, will start at Step 2 of the salary schedule. Such employees will advance to Step 3 of the salary schedule on the second anniversary of their hire into the Firefighter classification.

D. At the discretion of the Fire Chief, and subject to approval by the Mayor, Firefighters hired into the bargaining unit after November 4, 2020, may, upon hire, be placed at any step on

the Firefighter salary schedule. Such placement shall be based on the individual's prior work experience and any other factor deemed relevant by the Fire Chief.

33. FOOD ALLOWANCE

Food allowance in the amount of \$1,000 due to each Employee will be paid by December 10th of each year in the form of gift cards for departmental use rather than in the form of checks to individual Employees. These cards are to be used for the sole purpose of purchasing meals that will be consumed on the City premises for the convenience of the Employer, due to the emergency on-call nature of a Fire Fighter's duties. The gift cards are not to be used for any purpose other than providing meals to on-call emergency responders while on the Employer's premises.

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

Employees leaving City employment before the end of the fiscal year, shall reimburse the City on a prorated basis for the Employee's portion of the food allowance received.

34. EDUCATION

- A. The City will reimburse for tuition and textbooks up to obtaining a master's degree. For undergraduate courses, expenses will be reimbursed for Fire Fighters taking job related courses in public safety studies, Fire Science, EMS or any other class the Fire Chief determines in their sole discretion would be beneficial to the Department. For courses taken in pursuit of a master's degree, tuition will be reimbursed for Public Administration, Homeland Security, Emergency Management, or related degrees as determined by the Chief. The annual master's degree reimbursement may also be applied to those individuals who have attended Eastern Michigan University's Fire Staff and Command School, as applicable toward the above-mentioned degrees.
- B. 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. 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 Fire Chief, in their sole discretion, determines that such class satisfactorily meets the intent of this provision.
- C. All courses must be pre-approved by the Chief of the Department.
- D. Reimbursement for books and tuition will be made to the Employee only after completion of the course(s) and when a grade of "C" or better is attained. The Employee must furnish proof of passing grade and receipts in order to be reimbursed.
- E. All requests for reimbursements or payments by the City must be submitted to the Fire Chief, or their designee, within 30 days of the end of the term in which the course(s) are

taken.

- F. Employees obtaining prepayment or receiving reimbursement for expenses under this article related to a master's degree will be required to remain employed by 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 course during the five-year period immediately preceding termination.
- G. Reimbursement or payment by the City does not apply to courses taken or degrees obtained prior to employment by the City of Livonia.
- H. The maximum annual reimbursement per Employee for classes taken in connection with a master's degree shall be \$5,000 per year. This cap does not apply to undergraduate degrees.
- I. Any course which is paid in whole or in part by any other governmental unit or agency shall have that amount deducted from the total cost and the City shall pay the difference.
- J. Disputes arising from denial of approval for coursework shall be resolved through the Grievance Procedure.

35. MAINTENANCE OF CONDITIONS

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

36. SAVINGS CLAUSE

If any article or section of this Agreement, or any appendixes or supplements thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with

or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

37. LOSS OF SENIORITY

An Employee shall lose their seniority for the following reasons:

- A. Employee quits.
- B. Employee is discharged and the discharge is sustained.
- C. Employee is absent for two consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the Employee, at their last known address, that they have lost their seniority, and their employment has been terminated.
- D. Employee does not return to work when recalled from layoff.
- E. Return from sick leave or leaves of absence will be treated the same as "C" above.
- F. Employee retires.
- G. Employee is absent without approved leave for a period of three consecutive days.
- H. The employee is unable to return to work after 12 consecutive months of approved leave for a non-duty injury or illness. Employees unable to perform their regular duties because of a non-duty related disability and who are receiving disability benefits pursuant to a City benefit plan required by this Agreement shall be placed on a leave of absence not to exceed 12 months from the date of the injury or the commencement of the illness, and shall continue to accrue seniority during said leave, and be eligible for benefits, including healthcare, for the duration of the leave, and will only be eligible to accrue leave time while on paid status and will only be eligible for pay for Holidays that occurred while on paid status. If the employee's doctor certifies a return-to-work date within 30 days of the expiration of the one-year leave, the leave will be extended until that date.
- I. The employee is unable to return to work after 24 consecutive months of approved leave for a duty-related disability. Employees unable to perform their regular duties because of a duty-related disability shall be placed on a leave of absence for the period they are receiving workers' compensation benefits for a maximum of 24 months from the date of the injury or the commencement of the illness, and shall continue to accrue seniority during said leave, and be eligible for benefits, including healthcare, for the duration of the leave. If the employee initiates a duty disability retirement within 18 months of the start of the leave, the leave will be extended until such time as all appeals to the Retirement Board have been exhausted.

- J. In the application of the provisions of this article, due consideration will be given to extenuating circumstances. In applying paragraphs C, D, E, G, H and I the City will advise the Union prior to effectuating the termination.

38. EMT BONUS

- A. During the term of this Agreement, all Employees who are State Licensed Basic Emergency Medical Technicians will receive an EMT Bonus of \$1,000. Employees hired after December 1, 1999 shall not be entitled to any EMT Bonus. Any Employee receiving a Paramedic Bonus pursuant to Article 44 shall not be entitled to any EMT Bonus, provided that any such Employee, hired prior to December 1, 1999, who receives their Paramedic license during a contract year, shall be entitled to a pro-rated EMT Bonus based on the percentage of the year in which the Employee maintained an EMT license prior to obtaining a Paramedic license.
- B. All Employees in the Fire Prevention Division who have received their State Inspector Certificate will receive a yearly bonus equal to the EMT Bonus set forth in Paragraph A, above, in lieu of the EMT Bonus, and subject to the provisions contained in Paragraphs C and D, below.
- C. Employees who, through no fault of their own, are not State Licensed Basic Emergency Medical Technicians on the various effective dates will be paid as though they were certified.
- D. Payments shall be made by December 10th for the current fiscal year. Employees leaving City employment before the end of the fiscal year, shall reimburse the City on a prorated basis for EMT bonus monies received.
- E. All members of the bargaining unit in the Fire Suppression Division must maintain a Michigan Basic Emergency Medical Technician license. The Department will continue offering the continuing education necessary for these members to maintain such license. The failure of a member to maintain such license, except if it is through no fault of the member, shall be cause for termination.
- F. Should a member lose their license through no fault of their own, the City will pay all expenses of retraining including tuition, books, initial testing and one retest, and overtime needed to attend classes at a provider selected by the Employer. The Employee will be released from duty to attend class if necessary.

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

Should an Employee be required to attend EMT training or parts thereof a third time, all costs, tuition, and books will be borne by the Employee. The City will not afford the

Employee time off to attend classes, but rather they shall either take authorized leave time or make a trade with another Employee.

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

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

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

39. EMPLOYEE FITNESS PROGRAM

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

40. LEGAL EXPENSES

- A. The Employer will, during the term of this Agreement, provide Professional Liability insurance, as provided to members of the Livonia Police Officers Association. In the event the City is unable to provide the insurance policy provided for above, and/or the coverage under said policy is not wholly sufficient to fully cover a member of the Union for good faith actions taken by the Employee 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 the employee's duties. This would include an off-duty Employee who may be required by circumstances to assume firefighting duties and/or powers.
- B. A contrary determination by the City is not final and binding as to good faith but is subject to review by an arbitrator under Article 7 of this Agreement. Such review shall be initiated pursuant to Section A, Step 8. In reviewing the City's action(s) under this Article, the arbitrator may consider, if raised, whether or not an Employee's actions were consistent with the Fire Department's policies, rules, and regulations.

41. EDUCATIONAL BENEFIT

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

AA Degree	\$900
BA/BS Degree	\$1,650

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

42. OVERTIME PROCEDURE

- A. Whenever personnel in the Fire Fighting Division falls below 21 Employees on duty, additional personnel will be called in to bring the level to 21, up to a maximum of 1,100 straight-time hours (1,650 hours at time-and-one-half) per fiscal year. Once said 1,100 straight time hours maximum is reached in a given fiscal year, the City shall have no obligation to call back Employees in the Fire Fighting Division. In the event the number of personnel on duty in the Fire Fighting Division falls below 21 Employees and said 1,100 straight time hours have been reached, the City may elect to put equipment out of service.
- B. When the provisions in Section 45.A. are applicable, the 21 personnel on duty in the Fire Division shall consist of the following:

Station 1:

One Shift Commander
One Station Commander
Two Engineers or Assistant Drivers
One Fire Fighter

Station 3, 4, 5, and 6:

One Station Commander
One Engineer or Assistant Driver
Two Fire Fighters

1. An overtime list will be established according to seniority, with the most senior Employee being placed at the top of the list and the least senior Employee at the bottom of the list. Thereafter, position rotation on the call-back list shall be based upon accumulated charged overtime hours with eligibility for call-back being first offered to the Employee with the least accumulated Department overtime hours on said list. The overtime list will be reset at ratification, on November 30, 2021, and every three years thereafter so that all employees will have zero hours of overtime beginning on the following day.

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

the provisions of this section and one is relieved early, the first member called in will be the last one asked to leave.

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

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

In the event that a short-term assignment to a higher classification is required after a call-in has taken place, in order to ensure that the 21 personnel provision has been applied, the senior Employee of the shift who meets the requirements shall receive the temporary assignment. All prescheduled upgrades, which are no longer necessary because of a call-in, will no longer be recognized for that workday, unless that member works in that capacity. In such case, the Employee will be compensated according to the provisions of the agreement. In the event no one is eligible for an upgrade, calls will be made from the ranks that are eligible by the lowest hours. In this case, the City accepts the fact that manpower will be over 21 or minimum manning for daily staffing. If this provision is utilized, staffing will still be considered consistent at 21.

2. Any personnel accepting overtime must report for work within one hour from the time notified.
3. Any Employee who fails to report after accepting overtime work within one hour of notification shall be dropped from the overtime call-back list and shall not be eligible for overtime for the remainder of the contract year.
4. Overtime will start from sign-in time at the assigned station.
5. No mileage will be paid for any call-back.
6. Minimum manning callback overtime shall not be considered or included in the computation of Act 604 overtime.
7. Any Employee owing the Department an Administrative Kelly Day will be given credit for the Kelly day pay back if no pay back date is on record. The Employee will not be paid callback overtime for this period.

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

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

In the event that a temporary assignment to a higher classification is required, after

a call-in has taken place, in order to ensure that the 21 personnel provision has been applied, the senior Employee on the shift who meets the requirements shall receive the temporary assignment.

8.
 - a. When five Captains and either a Sr. Captain or Battalion Chief are assigned for shift duty, any Captain or Sr. Captain that is “called in for overtime,” or “held over” for overtime will be offered to work in the position which needs to be filled. They can decline or accept and fill the position needed. Under no circumstance will a Battalion Chief, Sr. Captain, Captain, or Lieutenant be called in to drive an Engine, Aerial Tower, or Heavy Rescue, except in an emergency situation.
 - b. When five Captains and a Senior Captain or Battalion Chief are scheduled for shift duty a Battalion Chief will not be “called in” for overtime, or “held over” for overtime.
 - c. When five Engineers are assigned to Shift duty, any Engineer that is “called in for overtime” or “held over” for overtime, will be offered to work in the position which needs to be filled. They can decline or accept and fill the position needed.

43. TRAINING OFFICER

- A. The Training Officer will be responsible for coordinating, instructing, and presenting the emergency medical program and for providing initial and ongoing training for EMT and Paramedic personnel and will be responsible for administering and presenting the Advanced Life Support (ALS) program, including quality assurance for program and personnel. Responsibilities also include coordinating, instructing, and presenting fire suppression, prevention, and related training. The Training Officer will work under the command of the Fire Chief. The Training Officer will have command authority over all training issues. The Training Officer will not have direct command over firefighting and fire prevention personnel unless involved in training.
- B. This position will be offered to personnel without regard to education who have at least seven years of Livonia Fire & Rescue seniority. Personnel who possess an associate degree in Fire Science or in an emergency medical curriculum will receive an extra two points added to their score and personnel who possess a bachelor’s degree in Fire Science, or an emergency medical curriculum will have four points added to their score.
- C. The Training Officer shall be required, as a condition of employment in this classification, to obtain and maintain Fire Service Instruction certification as prescribed by the Fire Fighters Training Council, as well as EMT-Paramedic licensure and EMS Instructor/Coordinator licensure, as prescribed by the State of Michigan. The successful candidate will be required to secure and maintain Fire Service Instruction Certification and licensure as a paramedic and as a licensed EMS Instructor/Coordinator within two years from appointment and will remain on probation for one year or until securing Fire Service Instruction Certification and licensure as a paramedic and as a licensed EMS Instructor/Coordinator, whichever is later. Failure to meet certification and licensure requirements shall result in the removal of the candidate from the Training Officer position unless the two-year time limit is extended by the Employer, who shall have the sole

authority to extend such period.

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

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

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

- G. The Training Officer shall be in the Administrative Division.

- H. Conduct of Examinations
 - 1. All examinations shall be impartial and shall relate to those matters which will test fairly the candidate to discharge the duties of Training Officer.
 - 2. The City shall provide a statement of the areas to be covered by each examination, including appropriate materials at station libraries on which examination contents are based.
 - 3. Within reason, the City shall maintain a library at each station to make references available for Union Employees.
 - 4. Oral examination questions shall be in keeping with the knowledge and requirements for the position as well as background questions.
 - 5. The same oral examination questions shall be given to each candidate.

6. The City and the Union agree to work with the Civil Service Commission and otherwise to take such steps as are required to assure that adequate and timely notice of all written and oral promotional examinations is given to Employees in order to give such Employees time to prepare for such examination. Such notice shall provide the date, time, place, general format, and length of the examination.
7. The Department shall establish an eligible list for promotion, upon which list the names of successful candidates shall be placed in the order of their relative excellence in the respective examination.
8. All applicants will be notified of their final score and relative standing. The period of eligibility of the promotional list shall be for two years.
9. Examination papers shall be so handled as to ensure that the candidate's identification of each examination paper is not available until they have all been marked.

44. PARAMEDICS

A. General Provisions

1. The Union recognizes the exclusive right of the City to determine whether to offer an advanced life support service.
2. "Paramedic" shall refer to a Michigan State Licensed EMT-P who also meets all State and HEMS requirements, including Advanced Cardiac Life Support Certification (ACLS).

B. Wages/Daily Paramedic Assignments

1. Any member of the Department licensed as a Paramedic shall receive an annual ALS bonus of \$3,200.00, which shall be paid monthly in 12 equal installments over the course of the year, in lieu of the EMT bonus provided in Article 38, above, irrespective of how much time, if any, is spent assigned and performing as a Paramedic.

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

2. Paramedic Scheduling:
 - a. Station Scheduling:

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

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

C. On-Going Education and Training

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

D. New Hires

All new hires will be required to be licensed Paramedics.

E. Tactical Emergency Medical Services (TEMS)

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

45. PARAMEDIC CADETS

- A. The City reserves the right to hire individuals to serve in the capacity of Paramedic-Cadet without firefighting responsibilities, provided that any such employees will not be included in the staffing requirements set forth in the City Charter or any contractual daily staffing counts.
- B. Paramedic Cadets shall be “at-will” employees and members of the Union’s bargaining unit. They must complete all Fire Academy training and become certified as Firefighter I and II within one year of hire or they shall be terminated.
- C. Paramedic Cadets will be paid at the rate of 90% of the Step 1 Firefighter rate and receive all other contractual benefits, except for pension benefits, until successful completion of the Fire Academy requirements, at which time, if the City elects, the Paramedic-Cadet will become a probationary fire fighter. Time spent as a Cadet shall not entitle an employee to any City or Department seniority.
- D. Paramedic-Cadets can perform any and all paramedic duties under the supervision of a regularly assigned crew member, but a truck will not be assigned with less personnel due to

the presence of Paramedic Cadets. Paramedic Cadets can only “third-ride” with existing crews.

- E. Should a Paramedic-Cadet voluntarily terminate employment with the City prior to serving five years as a firefighter for the City and becoming certified as Firefighter I & II, that employee will reimburse the City for all Fire Academy training costs. The City shall have the right to deduct any money owed to the City from the employee’s final paycheck and any payout of accrued leave time.

46. PAYROLL DEDUCTION AND DIRECT DEPOSIT

- A. Payroll Deduction

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

- B. Direct Deposit

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

47. OFFSET TO EMPLOYEE FINAL PAY

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 final pay, including, but not limited to, Longevity Pay (Article 28), Clothing Allowance (Article 29), Food Allowance (Article 33), Tuition Reimbursement (Article 34), EMT Bonus (Article 38), Payment in Lieu of Promotion (Article 41), Educational Benefit (Article 42), ALS Bonus (Article 45) 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.

48. EFFECTIVE DATE, TERMINATION AND MODIFICATION

This Agreement shall extend from December 1, 2021 and shall continue in full force and effect until November 30, 2024.

- A. If either party desires to terminate this Agreement, it shall, 60 days prior to the termination date of November 30, 2024, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to the termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on 60 days written notice prior to the current year’s termination date.
- B. If either party desires to modify or change this Agreement, it shall, 60 days prior to the termination date of November 30, 2024, or any subsequent termination date, give written

notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. Any amendments that may be agreed upon shall become a part of this Agreement without modifying or changing any of the other terms of this Agreement.

- C. Notice of termination or modification shall be in writing and shall be sufficient if sent by E-mail and certified mail, to the LFFU at Fire Headquarters, 14910 Farmington Rd., Livonia, Michigan, 48154, and to the Employer, addressed to City Council and the Civil Service Commission, City Hall, 33000 Civic Center Drive, Livonia, Michigan, 48154, or to any such address as the Employer may make available.

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

LIVONIA FIRE FIGHTERS UNION

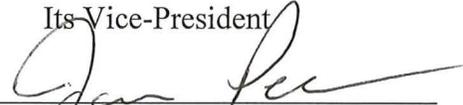
CITY OF LIVONIA, a Michigan
Municipal Corporation

By: 
Scott J. Heraty, Its President

By: 
Maureen Miller Brosnan, Its Mayor

By: 
Michael V. Authier,
Its Vice-President

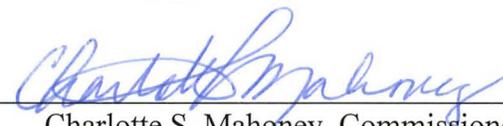
By: 
Susan M. Nash, Its City Clerk

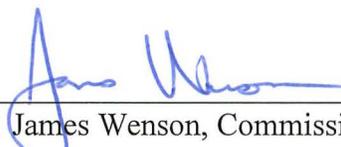
By: 
James S. Pearen, Its Secretary

CIVIL SERVICE COMMISSION

By: 
Joey D. Merrell, Its Treasurer

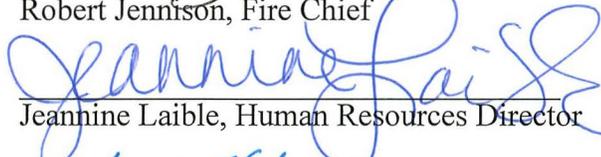
By: 
Roger L. Spence, Chairman

By: 
Charlotte S. Mahoney, Commissioner

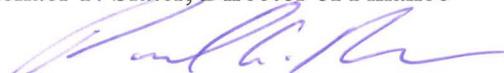
By: 
James Wenson, Commissioner

REVIEWED AND APPROVED FOR
ACCURACY AND FORM.


Robert Jennison, Fire Chief


Jeannine Laible, Human Resources Director


Michael T. Slater, Director of Finance


Paul Bernier, City Attorney


Gregory T. Schultz, Attorney

CITY OF LIVONIA - CIVIL SERVICE DEPARTMENT
LFFU ANNUAL AND BI-WEEKLY SALARY RATES FOR EMPLOYEES HIRED BEFORE 12/01/2012
12/01/21 THRU 11/30/2024

		3%			2%			3%		
		12/01/21			12/01/22			12/01/23		
		<u>HOURLY</u>	<u>BIWEEKLY</u>	<u>ANNUAL</u>	<u>HOURLY</u>	<u>BIWEEKLY</u>	<u>ANNUAL</u>	<u>HOURLY</u>	<u>BIWEEKLY</u>	<u>ANNUAL</u>
FIREFIGHTER	MINIMUM	25.80	2,064.00	53,664.00	26.32	2,105.60	54,745.60	27.11	2,168.80	56,388.80
	STEP 2	26.66	2,132.80	55,452.80	27.19	2,175.20	56,555.20	28.01	2,240.80	58,260.80
	STEP 3	27.62	2,209.60	57,449.60	28.17	2,253.60	58,593.60	29.02	2,321.60	60,361.60
	STEP 4	30.57	2,445.60	63,585.60	31.18	2,494.40	64,854.40	32.12	2,569.60	66,809.60
	MAXIMUM	36.54	2,923.20	76,003.20	37.27	2,981.60	77,521.60	38.39	3,071.20	79,851.20
FIREFIGHTER (MORE THAN 12 YRS OF SERVICE)	MAXIMUM	38.41	3,072.80	79,892.80	39.18	3,134.40	81,494.40	40.36	3,228.80	83,948.80
ASSISTANT DRIVER	MAXIMUM	38.41	3,072.80	79,892.80	39.18	3,134.40	81,494.40	40.36	3,228.80	83,948.80
FIRE ENGINEER	MAXIMUM	40.26	3,220.80	83,740.80	41.07	3,285.60	85,425.60	42.30	3,384.00	87,984.00
FIRE LIEUTENANT AND FIRE INSPECTOR	STEP 4	42.31	3,384.80	88,004.80	43.16	3,452.80	89,772.80	44.45	3,556.00	92,456.00
	MAXIMUM	43.89	3,511.20	91,291.20	44.77	3,581.60	93,121.60	46.11	3,688.80	95,908.80
FIRE CAPTAIN AND SENIOR INSPECTOR	STEP 4	46.59	3,727.20	96,907.20	47.52	3,801.60	98,841.60	48.95	3,916.00	101,816.00
	MAXIMUM	48.26	3,860.80	100,380.80	49.23	3,938.40	102,398.40	50.71	4,056.80	105,476.80
SENIOR CAPTAIN	STEP 4	50.05	4,004.00	104,104.00	51.05	4,084.00	106,184.00	52.58	4,206.40	109,366.40
	MAXIMUM	51.86	4,148.80	107,868.80	52.90	4,232.00	110,032.00	54.49	4,359.20	113,339.20
BATTALION CHIEF, FIRE MARSHAL TRAINING OFFICER	STEP 4	53.61	4,288.80	111,508.80	54.68	4,374.40	113,734.40	56.32	4,505.60	117,145.60
	MAXIMUM	55.43	4,434.40	115,294.40	56.54	4,523.20	117,603.20	58.24	4,659.20	121,139.20

APPENDIX A

CITY OF LIVONIA - CIVIL SERVICE DEPARTMENT
LFFU ANNUAL AND BI-WEEKLY SALARY RATES FOR EMPLOYEES HIRED ON OR AFTER 12/01/2012
12/01/21 THRU 11/30/2024

		3%			2%			3%		
		12/01/21			12/01/22			12/01/23		
		<u>HOURLY</u>	<u>BIWEEKLY</u>	<u>ANNUAL</u>	<u>HOURLY</u>	<u>BIWEEKLY</u>	<u>ANNUAL</u>	<u>HOURLY</u>	<u>BIWEEKLY</u>	<u>ANNUAL</u>
PARAMEDIC-CADET	MAXIMUM	22.05	1,764.00	45,864.00	22.49	1,799.20	46,779.20	23.17	1,853.60	48,193.60
FIREFIGHTER	MINIMUM	24.50	1,960.00	50,960.00	24.99	1,999.20	51,979.20	25.74	2,059.20	53,539.20
	STEP 2	25.34	2,027.20	52,707.20	25.85	2,068.00	53,768.00	26.63	2,130.40	55,390.40
	STEP 3	26.23	2,098.40	54,558.40	26.75	2,140.00	55,640.00	27.55	2,204.00	57,304.00
	STEP 4	29.04	2,323.20	60,403.20	29.62	2,369.60	61,609.60	30.51	2,440.80	63,460.80
	MAXIMUM	34.71	2,776.80	72,196.80	35.40	2,832.00	73,632.00	36.46	2,916.80	75,836.80
FIREFIGHTER (MORE THAN 12 YRS OF SERVICE)	MAXIMUM	36.47	2,917.60	75,857.60	37.20	2,976.00	77,376.00	38.32	3,065.60	79,705.60
ASSISTANT DRIVER	MAXIMUM	36.47	2,917.60	75,857.60	37.20	2,976.00	77,376.00	38.32	3,065.60	79,705.60
FIRE ENGINEER	MAXIMUM	38.25	3,060.00	79,560.00	39.02	3,121.60	81,161.60	40.19	3,215.20	83,595.20
FIRE LIEUTENANT AND FIRE INSPECTOR	STEP 4	40.20	3,216.00	83,616.00	41.00	3,280.00	85,280.00	42.23	3,378.40	87,838.40
	MAXIMUM	41.67	3,333.60	86,673.60	42.50	3,400.00	88,400.00	43.78	3,502.40	91,062.40
FIRE CAPTAIN AND SENIOR INSPECTOR	STEP 4	44.26	3,540.80	92,060.80	45.15	3,612.00	93,912.00	46.50	3,720.00	96,720.00
	MAXIMUM	45.84	3,667.20	95,347.20	46.76	3,740.80	97,260.80	48.16	3,852.80	100,172.80
SENIOR CAPTAIN	STEP 4	47.54	3,803.20	98,883.20	48.49	3,879.20	100,859.20	49.94	3,995.20	103,875.20
	MAXIMUM	50.73	4,058.40	105,518.40	51.74	4,139.20	107,619.20	53.29	4,263.20	110,843.20
BATTALION CHIEF, FIRE MARSHAL AND TRAINING OFFICER	STEP 4	50.94	4,075.20	105,955.20	51.96	4,156.80	108,076.80	53.52	4,281.60	111,321.60
	MAXIMUM	52.66	4,212.80	109,532.80	53.71	4,296.80	111,716.80	55.32	4,425.60	115,065.60

APPENDIX A