

AGREEMENT
BETWEEN
CITY OF LIVONIA
AND
LIVONIA COMMAND OFFICERS ASSOCIATION (LCOA)

Effective December 1, 2023, to November 30, 2026

Agreement between the City of Livonia and the
Livonia Command Officers Association
December 1, 2023 to November 30, 2026

<u>ARTICLE</u>	<u>TITLE</u>	<u>INDEX</u>	<u>PAGE</u>
	Purpose and Intent		1
1	Recognition of Association		2
2	Management Rights		2
3	Association Responsibilities		4
4	Association Security		5
5	Association Dues		5
6	Representation		6
7	Grievance Procedure		6
8	Computation of Back Wages		9
9	Disciplinary Procedure		9
10	Promotions		11
11	Layoffs		13
12	Seniority and Transfers		13
13	Shift Selection/Patrol Bureau		13
14	Holidays		16
15	Overtime		16
16	Vacation		19
17	Sick Leave		20
18	Bereavement		21
19	Medical (Maternity Leave)		22
20	Health Care Coverage		22
21	Short-term Disability & Life Insurance Coverage		29
22	Workers' Compensation		30
23	Longevity Pay		31
24	Limited Duty		32
25	Clothing		32
26	Payment of Checks		33
27	Investigator Allowance		33

Agreement between the City of Livonia and the
 Livonia Command Officers Association
 December 1, 2023 to November 30, 2026

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
28	Time Off Without Pay to Attend Conferences	33
29	Personal Business	34
30	Lunch Time	34
31	Bulletin Board	34
32	Retirement	34
33	Salary Rates	45
34	Gun Allowance	46
35	Legal Expenses	46
36	Educational Expenses	46
37	Educational Premium/Incentive	47
38	Merit Compensation	48
39	Jury Duty	49
40	Training	49
41	General Article	49
42	Maintenance of Conditions	50
43	Savings Clause	50
44	Termination and Modification	50
45	Employee Voluntary Benefit Program	51
46	Offset to Employee Final Pay	51
47	Emergency Financial Manager	51
48	Effective Date	53
	Letter of Understanding – City Owned Vehicles	55
	Letter of Understanding – Retention Program	57
	Exhibit A – Letter of Agreement Blue Cross Blue Shield	
	Exhibit B – Health Insurance Plan Design	
	Exhibit C – Optical Benefits Summary	
	Exhibit D – Dental Benefits Summary	
	APPENDIX A (Salary Schedule)	

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AND THE
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THIS AGREEMENT is entered into on the 13th day of December 2024, (CR #393-24), between the City of Livonia, a Michigan Municipal Corporation (hereinafter referred to as the Employer or the City), and the Livonia Command Officers Association (hereinafter referred to as the Association).

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

PURPOSE AND INTENT

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

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

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

WHEREAS, it is agreed by the City and the Association that the City is legally and morally obligated to provide equal opportunity, consideration and treatment of all Employees of the City, and to establish policies and regulations that will ensure such equalities of opportunity, consideration and treatment of all persons employed by the City in all phases of the employment process; and

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

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

1. RECOGNITION OF ASSOCIATION

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of Michigan of 1947, as amended, the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining, with respect to rates of pay, hours of employment, and other terms and conditions of employment for the term of this Agreement, of all Employees of the Police Division of the Department of Public Safety of the Employer and who hold the rank of Sergeant, Senior Sergeant, Lieutenant, Senior Lieutenant or Captain.

2. MANAGEMENT RIGHTS

- A. The Association recognizes the right of the City to operate and manage its affairs in all respects in accordance with its responsibilities. The powers or authority which the City has not officially abridged, delegated, or modified by this Agreement are retained by the City.
- B. The Association recognizes the exclusive right of the City to establish reasonable work rules, determine reasonable schedules of work, determine and establish methods, processes, and procedures by which such work is to be performed as well as to set work standards. The City also reserves the right to make work assignments in emergency situations.
- C. The City has the right to schedule overtime work as required, consistent with the provisions set forth in Article 15.
- D. It is understood by the parties that every incidental duty connected with assignments enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by such Employees.
- E. The City reserves the right to classify positions based on assigned duties and responsibilities or make changes in assigned duties and responsibilities. The City has the responsibility, in such classifications and duty assignments, to provide equal compensation for equal work and to reflect duties and responsibilities by appropriate classifications and compensation. In cases where an Employee considers that these principles are not being observed, redress may be sought through the grievance procedure set forth in Article 7.
- F. The City reserves the right to discipline or discharge for cause.
- G. The City reserves the right, in accordance with Article 11. Layoffs, to lay off for lack

of work or funds, or the occurrence of conditions beyond the control of the City or when such continuation of work would be wasteful and unproductive.

H. No policies and procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the following authority conferred on City Officials:

- (1) The Charter responsibility of the Mayor as executive officer for enforcing the laws of the State, City Charter, and Ordinances, recommending an annual budget of appropriations, and for the efficient performance of all executive departments, among other executive responsibilities defined by the Charter.
- (2) The Charter responsibility of the City Council as the legislative body for the enactment of ordinances, the appropriation of money, and the determination of the City's budget, among other legislative responsibilities defined by the Charter.
- (3) The Charter responsibility of the Civil Service Commission for administering a merit system of employment, adopting rules and regulations, and exercising other personnel responsibilities as defined by the Charter.
- (4) The Charter responsibility of the City Council and the Civil Service Commission in establishing and amending a classification of positions plan, a compensation plan, an insurance and disability plan, and a retirement plan.
- (5) The Charter responsibilities of the City in determining the functions and organization of the respective departments or divisions.
- (6) The responsibilities of Department Heads governed by Charter provisions, ordinances, and Civil Service rules to:
 - (a) Hire, assign, transfer, and promote Employees to positions within the agency;
 - (b) Suspend, demote, discharge or take other disciplinary action against Employees;
 - (c) Relieve Employees from duties because of lack of work or lack of funds;
 - (d) Determine the methods, means, and personnel necessary for departmental or agency operations;
 - (e) Control departmental or agency budget;
 - (f) Take whatever actions are necessary in situations of emergency to perform the functions of the department.

- (7) The responsibilities to administer pay and fringe benefit plans, to provide the necessary surveys, research, rules, regulations, resolutions, and ordinances for this purpose, subject to the authority of the departments and the City Council.
 - (8) The responsibility for administering Charter and Ordinance provisions relating to the Retirement Plan and Insurance and Disability Plan.
- I. The Police Chief may, at the Chief's discretion, convene a disciplinary review board consisting of at least two administrative officers with the rank of Captain or higher to review the circumstances in any contemplated disciplinary action against a Sergeant or Lieutenant, based upon this review, make an advisory recommendation to the Police Chief that the charges are founded or unfounded. Members of the Association assigned to investigate charges against other members of the Association shall not be required to recommend a penalty. Due consideration will be given to the request of the Employee in convening such a board, but in any case, the final decision shall be that of the Police Chief. In the case that the disciplinary review is being held for a Captain, the board will consist of the Police Chief and Deputy Police Chief, where the Police Chief will make the final decision.

3. ASSOCIATION RESPONSIBILITIES

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

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

4. ASSOCIATION SECURITY

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

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

5. ASSOCIATION DUES

- A. Payment by Payroll Deduction. In accordance with the provisions of this Agreement relating to Association security (see Article 4. above), those Employees who desire to or are required to tender an initiation fee and periodic membership dues shall sign a written authorization in this regard.
- B. When Deductions Begin. Payroll deductions under all properly executed written authorizations shall become effective at the time the application is received by the City, and shall be deducted from the first pay of the month and each month thereafter.
- C. Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to the designated financial officer of the Association with a list of those for whom dues have been deducted as soon as possible by the 15th day of each following month.

- D. Termination of Payroll Deductions. An Employee shall cease to be subject to payroll deductions beginning with the month immediately following the month in which they are no longer an Employee in the bargaining unit (by reason of death, quit, discharge, layoff, transfer, or for any other reason). The Association will be notified by the Employer of the names of such Employees following the end of each month in which the termination took place.
- E. Solicitation Prohibited. Neither the Association nor its members shall intimidate or coerce any Employee with respect to their right to work or with respect to Association activity or membership.
- F. Deductions. The City agrees to deduct union membership dues and any special assessment levied in accordance with the Constitution and the By-Laws of the Association.

6. REPRESENTATION

- A.
 - 1. The President and other officers of the Association shall be allowed reasonable time off during working hours without loss of time or pay to conduct negotiations and handle grievance matters, with the approval of the Officer-in-Charge or Police Chief. During negotiations, members of the negotiating team shall be allowed one hour before the scheduled time of negotiations and one hour after completion of a negotiation session, subject to the operating needs of the Police Division.
 - 2. Subject to the operational needs of the Department, the Association shall be allotted a yearly bank (December 1st - November 30th) of up to 120 hours for the President or their designee to attend seminars.
- B. The City will utilize Police Reserve Officers as it has in the past. In addition, Reserve Officers may be assigned to other police activities at the discretion of the Police Chief in conjunction with regular Police Officers, who in such cases, will be selected from an advance posted overtime detail. Reserve Officers shall not replace regular Police Officers in their normal assignments. Nothing shall prevent the City without limitations to utilize reserve officers in the event of natural disasters, riots, civil disasters, or emergencies.

7. GRIEVANCE PROCEDURE

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

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

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

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

Election of Remedies

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

Step Four. If the grievance is not resolved at Step Three of the grievance procedure, and the grieving party elects to appeal to the Civil Service Commission, the grievance shall be submitted within 35 calendar days to the Civil Service Commission which shall meet on the grievance within two weeks after receipt of the grievance. The Employee shall be notified of the date of the meeting and shall be entitled to be heard, call witnesses, and have an informal hearing before the Commission. The Commission shall respond within five calendar days after having conducted its hearing with respect to the same. The decision of the Civil Service

Commission shall be binding on the parties.

Step Five.

- (a) In the event the grievance is not resolved in Steps One-Three, and the grieving party elects to appeal to arbitration, either the City or the Association may appeal the grievance to arbitration by written notice within 35 calendar days of the Step Three decision. The party requesting the arbitration shall, concurrent with notification to the other party, file a demand for arbitration with the American Arbitration Association in accordance with the applicable rules and regulations of that Association.
 - (b) The approved expenses and fees incident to the services of the arbitrator shall be paid by the parties equally.
 - (c) The arbitrator shall have the authority and jurisdiction to interpret and apply the collective bargaining agreement with respect to the grievance in question, but they shall not have the power to alter or modify the terms of this Agreement.
 - (d) The arbitrator shall submit their decision, in writing, within 30 days after the conclusion of the hearings, and the decision of the arbitrator so rendered shall be final and binding upon the Employees involved, the Union and its members, and the City.
- B. Any grievance not appealed in writing from the decision at any of the first three steps under the Grievance Procedure to the next step within the time prescribed shall be considered settled on the basis of the last decision.
 - C. If an Employee during 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.
 - D. Any grievance settlement shall be made in accordance with the terms and spirit of this Agreement.
 - E. When one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case.
 - F. Representatives designated or selected for the purpose of collective bargaining by the majority of the Livonia Command Officers Association, in a unit appropriate for this purpose, shall be the exclusive representatives of all the Employees in such

unit for the purpose of collective bargaining with respect to rate of pay, wages, hours of employment, or other conditions of employment, and shall be so recognized by the City of Livonia; provided, that any individual Employee, at any time, may present grievances to the Police Chief and have the grievance adjusted without intervention of the Association representative, if the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect; and, provided, that the Association representative has been given the opportunity to be present at such adjustment.

- G. When a grievance of any Employee affects a number of Employees and concerns matters which are similar in nature, such a grievance may be submitted in writing directly to the Police Chief, in accordance with Step Two, as a representative grievance, the disposition of which would be applicable to other Employees similarly affected.
- H. Notwithstanding the available steps under the present grievance procedure, in the event of a clear case of emergency, as determined by the Executive Board of the Association, the Employee can submit the grievance directly to the Police Chief who will then decide whether or not to waive the preceding grievance step(s). If the Police Chief waives Step One and/or Step Two of the grievance procedure, they will then submit the grievance in accordance with Step Three of the grievance procedure.

8. COMPUTATION OF BACK WAGES

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

9. DISCIPLINARY PROCEDURE

- A. Reprimands. With regard to oral or written reprimands, an Employee may request the application of the Grievance Procedure for the purpose of reviewing such reprimands. Oral and written reprimands shall be removed from an Employee's records on the second anniversary of their issuance. The foregoing shall not apply to any other form of disciplinary action.
- B. Suspension, Demotions, or Discharge. In any contemplated disciplinary action, excluding oral or written reprimands, an Employee will be given a letter listing the charges, stating the officer's right to representation, and giving the charged officer 10 days to request a hearing before the Police Chief or their designee, to review the charges against the Employee and, based upon this review the Chief or their designee shall make a final decision within 10 days, regarding disciplinary action in the matter.

Agreement between the City of Livonia and the
Livonia Command Officers Association
December 1, 2023 to November 30, 2026

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

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

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

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

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

(CITY CHARTER, CHAPTER V, SECTION 16j)

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

The charged officer may appeal such order as described above, through an arbitration proceeding, in lieu of an appeal to the Civil Service Commission. The

procedure shall be outlined in Article 7., Section A, Step Five, except that written notice of intent to arbitrate shall be served on the Civil Service Commission office within 20 days of any penalty imposed.

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

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

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

- C. Complaints of a Criminal Nature. It is recognized that criminal complaints against Police Officers must be investigated in order to preserve the integrity of the profession. This investigation shall be carried out in an expeditious and professional manner. Further, the constitutional rights of those involved shall be preserved.

10. PROMOTIONS

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

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

Lieutenant

This examination is open only to Employees of the City of Livonia, who are employed in the Police Division of the Department of Public Safety as a Senior Sergeant, or have regular status in the classification of Sergeant and, have had at least four years of experience as Sergeant in the City of Livonia, as of February 1st of the year the examination is given, and who

hold an associate degree in Criminal Justice or a bachelor degree in any field as of February 1st of the year the examination is given. Members who met the eligibility requirements for the 2024 examination as provided in the 2020-2023 Agreement, shall remain eligible to test and promote during the term of this Agreement even if they do not meet the four years of experience required above.

Captain

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

Deputy Chief

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

- B. Should the Civil Service Commission consider any changes in the parts and weights for the promotional examination for Lieutenant or Captain, the Association will be advised of any contemplated changes and afforded the opportunity to discuss the matter with the Commission before formal action by the Commission. This provision shall not be applicable to any promotions above the rank of Captain.
- C. In promotional examinations for Lieutenant and Captain, full service credit shall be given for City service in classifications at the rank of Police Officer or higher. Employees hired as Police Cadets or Police Service Aides shall receive and be credited for seniority points at the rate of 1/4 point per year for each completed year of such service.
- D. In those cases, in which an officer has left the Police Division twice or more and returned to the Police Division, prior service will not apply in promotional examinations for Lieutenant and Captain either as to seniority points or qualifications.
- E. In the promotional examination for Lieutenant, the average of the last three departmental ratings shall be used. Departmental ratings of individual Employees shall be made in January of each calendar year for the preceding calendar year. Such ratings shall be submitted to the rated Employee for signature, and a copy

shall be made available no later than January of each calendar year for the preceding year.

- F. Sergeants/Senior Sergeants who are the top five candidates on the Police Lieutenant eligible list on November 30, as a result of the examination conducted during the preceding fiscal year, shall be paid \$500 by December 10th.

11. LAYOFFS

Layoffs shall be made in conformity with the principle of seniority (i.e., the last one hired being the first one laid off, and the first one laid off being the last one recalled). Application of the foregoing provision shall not preclude a reduction in the number of budgeted positions of Sergeant and/or Lieutenant.

12. SENIORITY AND TRANSFERS

- A. In the event of vacancies in bureaus in the classification of Sergeant or Lieutenant which are planned to be filled by transfer of personnel, the Association shall be advised of the vacancies in writing at least 14 calendar days prior to the filling of such vacancies. The Employees shall have seven calendar days from the written notice to the Association to indicate their interest in the vacancies, provided that the Police Chief may waive such notice and transfer personnel immediately if the operating needs of the Police Division require such action. If assignments in the latter case are to exceed 30 days, the notification procedure shall then be followed, and reassignments may then be made at the discretion of the Police Chief, based on the procedure outlined above.
- B. In making transfer assignments, consideration will be given to fitness for the assigned duties and responsibilities and seniority. Employees shall have the right to discuss with the Police Chief or their designee, the basis for such assignments. The decision of the Police Chief, or their designee, in the matter of transfer assignments shall be final and not subject to a grievance procedure, except to the extent that the notification and review procedure outlined herein is not followed.

13. SHIFT SELECTION/PATROL BUREAU

12-Hour Shifts

- A. Only those personnel assigned to the Patrol Bureau of the Uniform Division are included in this program.
- B. There shall generally be two 12-hour shifts scheduled including a "Day Shift" which shall run from 0700 to 1900 and a "Night Shift" which shall run from 1900 to 0700.

The Chief of Police shall also have the right to establish a third 12-hour shift with start and stop times at the City's discretion upon 30 days' notice to the Union. The City retains its right to make modifications to this schedule in the event of an emergency.

C. The following language shall apply to the Patrol Division supervisors irrespective of any language to the contrary in this Agreement:

1. All supervisors assigned to the Patrol Bureau will work a 12-hour shift schedule. There will be 80 hours of scheduled work per pay period, which is a 14-day cycle. To achieve this, employees will work three 12-hour shifts each week. Employees will not work more than 3 12-hour shifts in a row. Employees must also work one eight-hour shift during each pay period. The eight-hour shift can be worked consecutive to 12-hour shifts. Except in an emergency, 12-hour employees will not be required to work more than four consecutive days.
2. The schedule will be on a 28-day cycle. Sergeants must work at least one weekend (Saturday and Sunday consecutively) during a 28-day cycle. Sergeants must also work at least two additional primary days (Friday, Saturday, or Sunday) during the 28-day cycle, provided that Sergeants are not required to work primary days during the 28-day cycle in which their annual furlough begins. The primary days do not have to be consecutive. The weekend and primary workdays shall be 12-hour shifts. Leave days will be selected based upon seniority and will be picked based upon two cycles, making it 56 days. A minimum of two supervisors are required to be on duty for each shift. The Lieutenants are exempt from working a mandatory weekend.
3. Patrol Lieutenants and Sergeants' shifts and leave days will be selected as detailed in the parties' "12-Hour Shift Operating Guidelines," as modified from time to time.
4. Except in an emergency, supervisors will be required to have eight hours off between shifts. Secondary employment that is not compliant with this clause is prohibited. At no time will any employee be allowed to work 24 consecutive hours.
5. Seniority will be based on time in rank. Patrol supervision will bid for shifts based upon seniority as currently is the practice. Shift bids will be on a bi-annual basis and posted two months prior to the beginning of the new cycle. Each shift must have 25% of their manpower with at least one year of seniority. This mandate is to ensure that each shift has equal experience in

time, defined as seniority, compared to the other shift. Seniority must be re-evaluated on an annual basis. The analysis may cause the listed minimums to be modified. Any modification must be agreed upon by all parties. The Chief of Police may re-assign personnel to achieve this goal.

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

Day Shift – appearance while working.

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

8. Prescheduled overtime (STAR details, Reserve details, etc.) must be worked prior/after the employee's eight-hour shift or on their day off. Employees can also volunteer to cover additional shifts as long as it does not cause them to work more than three consecutive 12-hour shifts and allows at least eight hours off in-between shifts. Generally, only one block of overtime will be permitted. This is not to exceed 12 hours of work on any given day.
 9. The Chief of Police retains all rights to approve or deny employee requests for time off and to reassign employees pursuant to management rights.
- D. The parties recognize that the agreement to go to a 12-hour shift schedule was based on numerous factors, but that an absolute and unqualified condition of the City's agreement to agree to this change was based on the understanding of the parties that the modification to a 12-hour shift schedule would be essentially cost neutral to the City. Both the City and the Union recognize that there are a variety of 12-hour shift schedules, some of which include an increase in work schedules during a two-week period. These schedules increase hours of work from 80 hours to 84 hours. The Union specifically proposed this 80-hour schedule to achieve the cost neutrality required by the City. The parties further agree that any changes in the future to the 12-hour shift schedule shall continue to satisfy the objective of maintaining essential cost neutrality. The language of this paragraph will be

contained in any future collective bargaining agreement which contains any form of a 12-hour shift schedule.

14. HOLIDAYS

- A. The paid holidays are designated as New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day (last Monday in May), Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas, Good Friday, New Year's Eve, National and City Elections (National Election refers to the General Election for the President of the United States; City Election refers to the regular City Election for the Mayor or Council of the City of Livonia). Any other holidays granted City-wide by administrative action shall be recognized as an additional holiday under this Agreement.
- B. Employees shall be paid on or by the first pay date in the month of December for all holidays, whether worked or not, in the preceding fiscal year based on the Employees' pay rate as of November 30, with the total amount of holiday pay based on the number of holidays times the rate of compensation.
- C. Upon the separation of an Employee from the City service for any reason, holiday pay will be prorated and paid to the Employee, or, in the event of death, to their estate.

15. OVERTIME

- A. An Employee who is required to work beyond the employee's scheduled shift shall receive time-and-a-half in accordance with the schedule under paragraph F. of this Article.
- B. An Employee called back to duty, while off duty or on a leave day or a vacation day, shall be paid for a minimum of three hours pay or at time-and-a-half, whichever is greater, further subject to the provisions of overtime set forth in Departmental Memorandum #361.
- C. Employees required to make public speaking engagements during on-duty days (between two duty shifts) shall receive compensation time with a minimum of three hours or at time-and-a-half, whichever is greater. When an Employee is scheduled for a speaking engagement while off duty or on a leave day or vacation day, paragraph B. will apply.
- D. An Employee who is required to attend a training session, up to two and one-half hours in a calendar week, immediately before or after regular duty hours within the Police Division, shall receive time-and-a-half pay or compensatory time for all

hours in such training; provided, however, the midnight shift may attend at its option. When Employees are called back to duty for training, paragraph B. will apply. Overtime provisions will apply to off-site training when actual training time exceeds eight hours per day, including travel time beyond two and one-half miles of the City limits of Livonia.

No overtime will be paid when Employees are assigned a different shift for on-site training purposes unless the actual training time exceeds the Employee's scheduled shift for that day. On-site to include within the City limits and Radcliff Center or a successor facility of equal distance.

E. All overtime can be taken in compensatory time in lieu of payment at the request of the Employee. Compensatory time may be accumulated up to a maximum of 80 hours. Employees will be paid for any overtime hours worked that would cause the employee to exceed 80 hours.

F. For the purpose of computing compensatory time or the time for determining payment of time-and-a-half, the following schedule will apply for fractions of an hour. This shall also be applicable where more than one hour is worked.

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

G. Upon an Employee's retirement or separation from service, accumulated compensatory time up to 80 hours shall be paid at a straight time rate or in the case of death to the estate.

H. To the extent that it is feasible and practicable, the Employer will attempt to equalize overtime in the various bureaus of the Police Division. Overtime hours will be posted quarterly by bureaus.

I. Where Employees are placed on standby service, the following provisions shall be applicable:

(1) Employees on vacation shall receive deferred vacation time equal to the vacation time lost because of standby service provided that no more than eight hours for each day shall apply to vacation time. Use of deferred vacation time at a later date is subject to the operating needs of the Police Division.

(2) Employees on standby service on leave days (which are normally two or

three days) shall receive 33-1/3% of the time on standby in compensatory time. Employees on standby service between two duty days shall receive 20% of the time on standby in compensatory time.

Note: Computation of compensatory time under two above shall be in accordance with the schedule under paragraph F. of this Article.

- (3) When Employees are regularly placed on standby (on-call) for a period of seven calendar days as part of their duties, they shall receive 12 hours of compensatory time for such standby. In those cases where the standby is for a weekend of two days, the amount of compensatory time shall be six hours for such standby.
- (4) When Employees must forfeit deposits because of being placed on standby or called back to duty, the City will pay the Employee up to \$100 if proof is submitted of payment of the deposit and the date of payment, and a valid statement is submitted from the proprietor that the deposit for a certain time was forfeited since the policy of the business establishment requires that notice was to be given by a certain date and cancellation was not made until after that date.
- J. The above overtime provisions shall not apply to the preparation for roll call before the start of the regular duty shift and the follow-up at the end of the regular duty shift. Compensatory time, at straight time, for roll call responsibility shall accrue up to a maximum of 92 hours per fiscal year. It is understood that this compensatory time will be received only by supervisors assigned to prepare for and conduct roll call duties.
- K. In addition to overtime rates provided above, Employees shall be entitled to keep any subpoena fees they receive.
- L. An off-duty Employee who may be required by circumstances to assume police duties and/or powers shall be covered by all of the terms, conditions, and benefits of this Agreement and be paid pursuant to paragraph B. of this Article and shall immediately make a report of the event to the Officer-in-Charge on duty.
- M. Effective December 1, 2020, Sergeants will receive an increased Field Training Allowance from one-half hour to one hour per DOR, and an additional increase in SOLO Weekly and SOLO Monthly from one hour to two hours. Employees shall have the option of taking these payments in wages or compensatory time, subject to contractual limits on compensatory time.
- N. All Lieutenants will receive six hours per month in compensatory time in recognition for making themselves available for communication with subordinates or

supervisors while off duty.

- O. All Sergeants will receive two hours per month in compensatory time in recognition for making themselves available for communication with subordinates or supervisors while off duty.
- P. Employees shall be able to receive payouts of accrued compensatory time, upon written request, up to a maximum of two times per year in any single City fiscal year, by providing notice of such requested payout to the City by April 15th and/or October 15th of any year. Such payouts, if requested, shall be paid on or by the first date in the months of November and May.

16. VACATION

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

- A. Vacation days may be combined to provide up to 160 hours of vacation, if available, subject to approval by the Police Chief.
- B. An Employee shall earn credit toward annual vacation with pay in accordance with the following schedule during the term of this Agreement:

<u>Years of Service</u>	<u>Days of Annual Vacation</u>
1 - 5	9.5 hours per month
5 - 10	14.75 hours per month
10 - 15	16 hours per month
15 - 20	16.75 hours per month
20 or more	18 hours per month

- C. Vacation for all Employees may be accumulated up to 544 hours. Employees may accrue time beyond 544 hours during the year, provided that any vacation time over 544 hours, as measured on the Friday prior to the first payroll in December of any year shall be lost, and provided further that the maximum payout at retirement shall remain 544 hours irrespective of the total hours accrued on the date of retirement. The 544-hour maximum accumulation includes any bonus vacation days earned.
- D. Upon separation from service, an Employee shall be paid for their earned vacation up to a maximum of 544 hours. In the event of death, the Employee's estate shall be paid the vacation pay.

- E. 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 544 vacation hours as of the Friday prior to the first payroll in December, provided that if the Employee does not retire within one year, the Employee will lose any vacation in excess of 544 hours, as measured on the Friday prior to the first payroll in the second December following the written declaration, and provided further that the maximum payout at retirement shall remain 544 hours irrespective of the total hours accrued on the date of retirement.

17. SICK LEAVE

- A. Regular full-time Employees shall accumulate sick leave at the rate of eight hours for each completed month of service with unlimited accumulation. An Employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement. The accumulated sick leave will be paid to the Employee at the Employee's current rate in the event of termination of active employment for any reason after 10 years of service, or duty disability retirement, or in the case of death, it will be paid to the Employee's estate in the following manner:

- (1) Employees hired by the City prior to December 1, 1983, may accumulate sick leave to a maximum of 2,312 hours for payout purposes. Employees hired by the City on or after December 1, 1983, and prior to December 1, 2012, may accumulate sick leave to a maximum of 856 hours for payout purposes. Employees hired or promoted to the classification of Police Officer on or after December 1, 2012, may accumulate sick leave to a maximum of 600 hours for payout purposes. Employees will be reimbursed 60% of their pay rate at the time of such payments. For retirements occurring after March 19, 2014, employees hired on or after December 1, 1983, shall have accumulated sick leave up to a maximum of 1,296 hours paid out upon termination as follows:
- i. The first 432 hours (hours 1 to 432) in the employee's sick leave bank shall be paid based upon 25% of the employee's hourly rate at the time of termination.
 - ii. The next 432 hours (hours 433 to 864) in the employee's sick leave bank shall be paid based upon 50% of the employee's hourly rate at the time of termination.
 - iii. The next 432 hours (hours 865 to 1296) in the employee's sick leave bank shall be paid based upon 70% of the employee's hourly rate at the time of termination.

- iv. Employees hired prior to December 1, 2012, or after November 30, 2023, who have over 1600 hours in their sick leave bank at the time of termination shall, in addition to the payments in subsections i.-iii., above, receive a bonus of \$6,000.
 - v. Employees hired or promoted into the classification of Police Officer on or after December 1, 2012, and prior to December 1, 2023, who have more than 1500 hours in their sick leave bank at the time of termination shall, in addition to the payments in subsections i.-iii., above, receive a bonus of \$6,000.
- (2) Employees may continue to accumulate sick leave beyond their applicable maximum; however, these hours shall not be considered for payout purposes as specified herein.
- B. Serious illness of husband or wife 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 days in the calendar year.
 - C. Employees who do not use more than 32 hours of their sick leave banks during the preceding calendar year shall have an additional 24 hours added to their vacation bank on January 1.
 - D. For employees who participate in the City's RHSP, accrued sick leave paid at termination shall be paid into the employee's RHSP account.

18. BEREAVEMENT LEAVE

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

the death of one friend per contract year.

- C. In the event a Police Officer in the State of Michigan is killed in the line of duty, the Police Chief will give consideration to members of the Livonia Command Officers Association should a departmental representative or representatives be sent to attend the funeral. Departmental transportation may be provided subject to the operating needs of the department.
- D. In the event of the death of a current or retired member of the Police Division, approval of bereavement leave will be subject to the operating needs of the Department.

19. MEDICAL (MATERNITY LEAVE)

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

20. HEALTH CARE COVERAGE

- A. 1. The Employer agrees to pay the premium, subject to premium sharing detailed below, for hospitalization-medical coverage ("Base Plan") for regular full-time Employees, spouses, and dependent children under 19 years of age or the applicable legal age, whichever is higher. The health care plan to be provided shall be as detailed in Exhibit B and shall include annual deductibles of \$250 per member, \$500 per two-person/family in network, waived if services are provided in a PPO's physician's office; co-insurance of 80%/20% with maximum co-insurance payments of \$1,000 per member and \$2,000 per two-person/family, and shall include a \$20 office visit co-pay and a \$100 emergency room co-pay waived if admitted to hospital. The online visit co-pay for employees who utilize online primary care visits will be one-half of the regular office visit co-pay, above. The health care plan shall include a deductible drug prescription rider which shall include 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 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."

2. The Employer agrees to pay the full premium for the coverage provided under A.1. above for Employees receiving a disability pension under the provisions of the Retirement Plan Ordinance, as amended (Title Two of the City of Livonia Code of Ordinances), subject to any retiree premium sharing provided in this Agreement.
- B. The City will offer the option of hospitalization-medical coverage as currently provided and detailed in Exhibit B to this Agreement ("Alternative Plan"), in lieu of the hospitalization-insurance provided above, subject to Sections I. and P., below. The plan shall include a \$20 office visit co-pay and a \$100 emergency room co-pay waived if admitted to the hospital. The 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 a co-pay of 10% of the cost of the drug, up to a maximum of \$100 per prescription, for specialty drugs. The prescription is to be filled by the generic drug unless the physician directs the prescription to be "Dispensed as Written."
- C. The city reserves the right to select a different health care plan or plan administrator/insurer for all offered plans, including the plans referenced in Sections 20.A.1 and 20.B, above, at any time during this Agreement provided the plan offers substantially similar or better benefits that the current plan(s). For the purposes of this Agreement, "substantially similar" shall mean that replacement plan(s) offers at least the same applicable medical co-pays (prescription, office and emergency room), annual deductibles, and co-insurance levels as those provided in the Base Plan (Section 20.A.1) for any replacement to the Base Plan and for those provided for the Alternate Plan (Section 20.B) for any replacement to the Alternate Plan. Additionally, the in-network Doctor/Provider Participation of the new plan must include at least 80% of those in the current plan.
- D. Employees who are on the active payroll of the City, covered by a health care plan offered by an Employer other than the City, and, can establish such coverage, who do not elect to take hospitalization-medical coverage offered by the City, may, each enrollment year, at the time of the enrollment year receive a \$1,000 payment from the City, which shall be paid monthly in 12 equal installments over the course of the year, as payment in lieu of the hospitalization-medical coverage. Once an Employee opts out for a given year, the Employee will not be able to receive the City's coverage until the next enrollment period, unless the Employee loses eligibility for the alternate coverage.

Agreement between the City of Livonia and the
Livonia Command Officers Association
December 1, 2023 to November 30, 2026

- E. There shall be no duplicate hospitalization-medical insurance coverage or payments in lieu thereof provided to 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 higher, the spouses and eligible dependents 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.
- F. 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.
- G. 1. Employees who retire on or after December 1, 2006, and prior to December 1, 2008, below the age of 65, subject to all other provisions in this agreement shall be eligible to participate in the Blue Cross/Blue Shield Community Blue PPO Option 2, which shall include a \$5 office visit co-pay and a \$25 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 \$20 co-pay for formulary brand name drugs and a \$30 co-pay for non-formulary brand name drugs unless the physician directs the prescription to be "Dispensed as Written." This coverage shall include the retiree, spouse, and dependent children under 19 years of age or the applicable legal age, whichever is higher. The entire cost of this program will be borne by the City, except as provided herein.
2. Employees who retire on or after December 1, 2008, but prior to December 1, 2009, shall have the health care provisions in Section G.1. above except that the office visit co-pay shall be \$10 for all health care plans.
3. Employees who retire on or after December 1, 2009, but prior to December 1, 2010, shall have the health care provisions in Section G.2. above except that the emergency room co-pay shall be \$50 for all health care plans.
4. Employees who retire on or after December 1, 2010, shall have the health care provisions in Section G.3. above except that the co-insurance for participation in Community Blue Option 2 shall increase to \$7,500 individual/\$12,500 family, the office visit co-pay shall be \$20 for all health care plans, and prescription co-pay shall be \$10 for generic drugs, \$25 for formulary brand drugs and \$40 for non-formulary brand drugs for all health care plans.
5. For employees who retire on or after September 6, 2017, the medical

coverage provided for the retirees, their spouses, and families in this Article following retirement comprise a vested, fixed, and unalterable right as set forth in this Article. The retired employees, their spouses, and families, as applicable, are entitled to said medical coverage through the retiree's lifetime and that of their eligible spouse, as provided herein.

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

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

- H. Employees who retire on or after December 1, 2012, below the age of 65, subject to all other provisions of this Agreement, shall be eligible to participate in the Exhibit B plan, with annual deductibles of \$250 per member, \$500 per two-person/family; co-insurance of 80%/20% with maximum co-insurance payments of \$1000 per member and \$2000 per two-person/family and shall include a \$20 office visit co-pay and a \$100 emergency room co-pay, waived if admitted to hospital. The RX deductible drug prescription rider shall be a \$10 co-pay for generic drugs, a \$25 co-pay for formulary brand name drugs, and a \$50 co-pay for non-formulary brand name drugs unless the physician directs the prescription to be "Dispensed as Written." This coverage shall include the retiree, spouse, and dependent children under 19 years of age of the applicable legal age, whichever is higher.
- I. Employees who retire on or after December 1, 2012, and who elect to participate in the alternative health insurance plan described in Section B, 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, above, to the extent the illustrative rate for the alternative plan is greater than the illustrative rate for the base plan.
 - 1. Subject to the premium sharing provisions contained herein, the Employer agrees to pay the full premium for complementary coverage provided to each retiree and spouse as each attains age 65, it being understood that they each must have been enrolled immediately prior to reaching age 65 to be eligible for this coverage at age 65. In the event of the death of the retiree, this coverage shall continue for the surviving spouse if the surviving spouse is eligible for retirement benefits under Option (a) or (b) of the Defined Benefit Retirement Plan Ordinance or if the retiree was a member

of the Defined Contribution Retirement Plan.

2. Retirees who are members of the Defined Contribution plan are not eligible for hospitalization-medical coverage, as provided in Article 32.III.B.2., until the earlier of age 52 with 10 years of service or any age with 25 years of service.
- J. Employees hired on or after December 1, 2007, and prior to November 2, 2011, shall, upon retirement, retire with the health insurance benefits, co-pays, and monthly premium payments that are then in effect for active Employees with such benefits, co-pays, and premiums to be modified throughout retirement to remain consistent with any modifications made for active Employees. 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. Spouses not eligible under this provision may elect to be covered at the full expense of the retiree, based on rates in effect.
- K. Bargaining Unit Employees who were hired or promoted into the classification of Police Officer on or after November 2, 2011, shall not be entitled to retiree health insurance. Instead, the City will contribute to a Retirement Health Savings Plan (RHSP) for use by the Employee following separation from employment under the following terms:
1. The City will contribute \$80 per bi-weekly pay period into the Employee's RHSP account. Effective December 1, 2023, the City will contribute \$100 per bi-weekly pay period into the Employee's RHSP account.
 2. The Employee shall vest in the Employer contribution following four years of service.
- L. Psychological. The Employer will provide a psychological services reimbursement program for regular full-time Employees. Said program shall reimburse Employees for the psychiatrist's or licensed clinical psychologist's fees for psychotherapy. Said reimbursements shall not exceed \$400 per fiscal year for any Employee and shall be made subject to submission of proof of billing and payment for such expenses. The benefits provided herein are only available to each individual Employee and are not available to any family member.
- If an Employee covered by this provision seeks confidentiality as to its application, the Employee shall consult with the Association's designee to effectuate such a result.
- M. Optical. The optical plan detailed in Exhibit C of this Agreement shall be provided to the Employee, spouse, and dependent children through the end of the month of

their 21st birthday. Coverage is not mandatory but there is no benefit for those choosing not to participate. Employees electing to participate in this plan shall be required to contribute 15% of the cost of the plan through payroll deductions.

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

N. Dental.

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

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

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

3. Dental coverage is not mandatory but there is no benefit for those choosing not to participate.

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

O. Employees who request hepatitis "B" immunization shall receive the same with the cost of this immunization to be paid by the City as provided by the designated City physician or clinic.

P. All Employees who are receiving Employer-provided medical coverage of any kind shall contribute the following amounts toward the cost of medical coverage:

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

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

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

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

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

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

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

The parties agree that the maximum contributions provided in this provision shall remain in place and are not subject to modification during negotiations through November 30, 2026.

- R. Employees hired on or after December 1, 2007, who are receiving Employer-provided medical coverage of any kind, shall, upon retirement, if electing to continue to receive Employer-provided medical coverage of any kind, continue to make the contribution toward the cost of medical coverage in the amounts set forth in R. above, which shall be modified throughout retirement to remain consistent with any modifications made for active Employees.
- S. The City will deduct 2% from the pension-based earnings of all active Employees hired prior to November 2, 2011, which shall be placed into the City's Voluntary Employee Beneficiary Association (VEBA) Retiree Health and Disability Benefits Plan. Employees receiving Workers' Compensation shall pay on full pension-based earnings.

For bargaining unit Employees hired or promoted into the classification of Police Officer on or after November 2, 2011, the City will deduct 2% from the pension-based earnings which shall be placed in the Employee's RHSP.

21. 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 pays weekly illness 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 payments at the rate of \$100 a week.
- B. Each Employee shall have life insurance coverage equal to their annual pay rate rounded to the next higher odd thousand unless it is already an odd thousand and add \$1,000 dollars in coverage. In the 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.
- C. If a regular Employee is laid off, the Employer shall continue to provide these benefits for a period not to exceed 60 days from the last day worked.
- D. Employees who retire on or after December 1, 1991, shall receive life insurance in the amount of \$3,500. The City, at its option, may fund said insurance either through an insurance carrier or self-funded.

- E. Employees shall have the option to purchase additional life insurance at no cost to the City subject to the current administrator's ability to offer such additional coverage.

22. WORKERS' COMPENSATION

- A. Each Employee will be covered by the applicable Workers' Compensation laws and the Employer further agrees that an Employee who is eligible for Workers' Compensation will receive for the first year of their Workers Compensation Leave, in addition to their Workers' Compensation income, a supplemental amount to be paid by the Employer sufficient to make up the difference between Workers' Compensation and their regular pay based on a 40 hour work week. Following the one-year supplemental period, an employee may use paid leave time to supplement their pay up to 100% of the regular base salary. In no case will the Employee's pay after withholding taxes (with no change in deductions) plus the Workers' Compensation payment, be more than the salary after taxes the employee would have received if they were not on Workers' Compensation. (See 32.H.). All employee benefits that were paid during the first year of workers' compensation will continue to be paid following the expiration of the supplemental period, except that DC contributions will be based on actual payments received.

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 one-year supplemental period has elapsed. Should the Employee not return to work by the date and time the Employee is considered able to return to work by the City physician or the doctor treating the injury at the hospital or clinic to which the Employee is sent pursuant to Article 22. B., any further time off shall be deducted from the employee's sick leave bank. There may be an extension of such date and time upon receipt, before the date and time to return to work, of a certificate from the Employee's personal physician recommending such an extension. The City reserves the right in all cases, where necessary, to require that the Employee be examined by the City physician before an extension can be granted. Should there be a difference of opinion between the City physician and the Employee's physician, the Employee may request that such difference be resolved by the grievance procedure under Article 7., Grievance Procedure.

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

23. LONGEVITY PAY

- A. Longevity pay, within the meaning of this Article, is not a part of the base salary of an Employee, but is a payment for length of service or seniority for the purpose of retaining and rewarding faithful Employees for their City service. In recognition of this, Employees hired prior to December 1, 2012, shall receive longevity pay based on the following years of service:
1. Upon completion of five years of service, and not more than seven years of service, an Employee shall receive 1% of their base rate or \$300, whichever is less, but not to exceed \$300; such pay to commence and accrue from the payroll period in which the Employee's fifth-anniversary date occurs. Longevity pay which commences upon completion of seven years of service as provided under A.2. shall be in lieu of the longevity pay provided herein and not in addition thereto.
 2. Upon completion of seven years of service and not more than 14 years of service, an 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 seventh-anniversary date occurs.
 3. 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 the employee 14th-anniversary date occurs.
 4. 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. Based on sub-section A, the maximum longevity payments provided for herein are as follows:

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

- C. Payment for longevity shall be made once a year on or by the first pay date in December. Such payment shall be by separate check and shall be based on the Employee's base rate as of November 30th preceding the date of the December payment. In order to become eligible for the initial longevity payment, Employees must have completed the fifth year of service in the fiscal year preceding the payment in December. To be eligible for additional longevity payments, Employees must have completed the 7th, 14th, or 21st year in the fiscal year preceding the payment in December.
- D. Upon the separation of an Employee from the City service for any reason, longevity will be prorated and paid to the Employee, or, in the event of death, to the employee's estate.

24. LIMITED DUTY

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

25. CLOTHING

- A. The City will furnish and replace uniforms as necessary and will repair or clean uniforms which are damaged or excessively soiled in the line of duty.
- B. Employees assigned to plain-clothes work shall be compensated for uniform allowance at the rate of \$375 for each fiscal year, provided that these assignments entail wearing civilian clothes more than 50% of the time. Employees whose assignments entail wearing civilian clothes 50% or less of the time shall be compensated at the rate of \$187.50 for each fiscal year. Based on the foregoing provisions, the following personnel are eligible for uniform allowance in the amounts specified. Should these assignments no longer entail plain-clothes work, then the personnel affected will no longer be eligible for uniform allowance:

Lieutenants and Sergeants assigned to plain-clothes work in the Detective Bureau, Special Services Bureau, and Administration	\$375.00
Lieutenants and Sergeants assigned to plain-clothes work in the Intelligence Bureau	\$375.00
Lieutenants and Sergeants assigned to plain-clothes work in the Youth Bureau	\$375.00
Lieutenants and Sergeants assigned to	

Agreement between the City of Livonia and the
 Livonia Command Officers Association
 December 1, 2023 to November 30, 2026

plain-clothes work in the Traffic Bureau \$187.50

Lieutenants and Sergeants assigned to
 plain-clothes work in Central Records
 or Computer Services \$187.50

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

<u>PAYMENT DUE ON OR BY THE FIRST PAY DATE OF</u>	<u>\$375.00 ALLOWANCE</u>	<u>\$187.50 ALLOWANCE</u>
December	\$ 75.00	\$37.50
February	\$112.50	\$56.25
June	\$187.50	\$93.75

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

E. The \$600 yearly maintenance and cleaning allowance was placed into the base wages of all Employees during bargaining for the parties' 2023-2026 Agreement and is reflected in the salary schedule attached to this Agreement.

26. PAYMENT OF CHECKS

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

27. INVESTIGATOR ALLOWANCE

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

28. TIME OFF WITHOUT PAY TO ATTEND CONFERENCES

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

29. PERSONAL BUSINESS

Personal business, not to exceed 24 hours in any calendar year, shall be allowed Employees without loss of pay or deduction from sick leave. The first 16 hours of annual personal business cannot be denied except for City emergencies and significant City events, e.g., Livonia Spree, provided that such time is not used in conjunction with a holiday. The remaining 8 hours of personal business can be taken at any given time, in increments of at least two hours, subject to the operating needs of the department. Such requests shall be made in advance.

30. LUNCH TIME

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

31. BULLETIN BOARD

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

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

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

32. RETIREMENT

I. GENERAL

The following provisions shall apply to Sections II. and III., below:

- 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. The City, at no cost to itself, agrees to the institution of a pension "pick-up" plan for Employees, which will allow Employees to realize increased disposable income by deferring payment of withholding taxes on their pension contributions in accordance with the applicable provisions of the Internal Revenue codes; provided that the Internal Revenue Service approves such a "pick-up" and that the retroactivity thereof will be December 1, 1988, conditioned upon IRS approval; and provided further that pick-up is approved by the Internal Revenue Service. The "pick-up" plan as set forth herein shall be instituted as follows:
 - 1. The City shall pick up the Employee contributions required of Employees for all compensation earned after the effective date of this provision. The contributions, so picked-up, shall be treated as Employer contributions in determining tax treatment under the United States Revenue Code. Employee contributions picked-up by the City, pursuant to this provision, shall be treated for all other purposes, in the same manner and to the same extent, as Employee contributions made prior to the effective date of this provision.

 - 2. This provision shall begin within a reasonable time period after the City has received notification from the Internal Revenue Service pursuant to applicable provisions of the United States Revenue Code. These Employee contributions so picked-up shall not be included in gross income for tax purposes until such time as they are distributed by refund or benefit payment. The City shall provide a revised W-2 form to reflect all of the above changes, as soon as practicable after IRS approval.

 - 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.

Agreement between the City of Livonia and the
Livonia Command Officers Association
December 1, 2023 to November 30, 2026

- b. The actual current and future gross salary of the Employees will not be affected by the plan amendment.
 - c. Employee contributions will be withheld from compensation as defined by Retirement Ordinance 2.96.050 including any applicable labor agreement provisions and paid to the plan.
 - d. Actual gross salary will continue to serve as the basis for determining the amount of salary related fringe benefits, including retirement benefits.
 - e. Taxable gross salary (salary reported on form W-2) for the Employees will be equal to the actual gross less the Employee contribution to the pension plan.
 - f. The City will maintain information which will permit identification of the amount of Employee contribution made before and after the plan amendment. This is necessary in order to determine the extent to which a pension plan distribution is taxable income to the Employee at the time the distribution is received.
 - g. The plan amendment is being accomplished by local agreement rather than a change in State law.
- C. The term "wages" as used in Article 36.B.1. and 2. above shall mean wages plus other compensation as defined in Section 2.96.050 of the City's Retirement Ordinance.
- D. 1. 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. Deferred Defined Contribution retirees will have medical benefits the same as those in effect for active Employees at the time they are eligible to receive medical benefits at the earliest full retirement date.
- E. Duty Disability Retirement. Pursuant to the Retirement Ordinance, Employees whose disabilities arise in the course of employment and who, because of such disabilities, are totally and permanently incapacitated for duty in the Police Division, shall be eligible for duty disability retirement.
- F. 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	62.50%
over 20	29, or actual service, if greater	75.00%

- G. **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.

II. **DEFINED BENEFIT PLAN FOR EMPLOYEES HIRED PRIOR TO NOVEMBER 24, 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 November 24, 1998. Only Employees who are members of the Defined Benefit plan for Employees hired prior to November 24, 1998, at the time of the signing of this Agreement, or Employees who are promoted into this bargaining unit and who were, at the time of their promotion, already participating in the Defined Benefit plan for Employees hired prior to November 24, 1998, are eligible to participate in the Defined Benefit plan.

- A. Employees participating in the Defined Benefit plan shall receive pension benefits as provided by the City of Livonia Retirement Ordinance in effect at the time of the ratification of this Agreement. Provided, however, said Retirement Ordinance and pension benefits received by Employees shall be modified and supplemented by the following provisions which shall supersede any ordinance.
- B. Retirement. Employees who are 52 and have 10 years of service with the City of Livonia or at any age, with 25 years of police service at a rank of Police Cadet or higher may retire at full pension benefits as provided in the City Pension Ordinance. Any Employee may retire prior to age 52 provided that the Employee has 10 years of service with the City and is at least 50 years old. 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 of service, with that dollar amount then reduced by one-half percent per month remaining to age 52, as follows:

Agreement between the City of Livonia and the
 Livonia Command Officers Association
 December 1, 2023 to November 30, 2026

<u>Age</u> <u>(Years, Months)</u>		<u>% of Full</u> <u>Retirement</u>
51	11	99.50
51	10	99.00
51	9	98.50
51	8	98.00
51	7	97.50
51	6	97.00
51	5	96.50
51	4	96.00
51	3	95.50
51	2	95.00
51	1	94.50
51	0	94.00
50	11	93.50
50	10	93.00
50	9	92.50
50	8	92.00
50	7	91.50
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. Employee Contribution. The Employee contribution to the retirement system shall be 6.25% of compensation as defined by Retirement Ordinance Section 2.96.050. In any year thereafter where the City's recommended contribution as a percentage of police division payroll (excluding health) in the annual actuarial valuation is calculated to be 4.18% or more, and the City makes a contribution from its general fund in that amount or more, the Employee contribution shall be 7.30% for that fiscal year.

- D. 1. An eligible Employee's annuity factor shall be 2.8% for the first 24 years of service, to a maximum ("cap") of 75% of final average compensation, provided that after 25 years of service, the Employee will automatically receive the 75% maximum cap of final average

compensation by virtue of a 7.8% annuity factor for the 25th year.

2. There will be no reduction in pension benefits at age eligible for full Social Security.
- E. An Employee who is absent because of a duty-related illness or injury and is in receipt of Workers' Compensation shall, for purposes of figuring average final compensation, be considered to have worked an eight-hour day for each day absent. The Employee shall have deducted from their salary supplement an amount equal to the amount which would be deducted as a pension contribution in total dollars if the Employee had worked.
 - F. An Employee in receipt of on-duty injury benefits, pursuant to Article 22, shall have the wage component of final average compensation for pension purposes computed for the period that the Employee is in receipt of such benefits based upon the gross biweekly salary rate that the Employee would have received had the Employee not been injured.
 - G. The Association, at its own cost, may conduct an actuarial study regarding the buy-back of prior police service with another police department. Based upon the cost set forth in said actuarial study, members may purchase buy-back to a maximum of three years providing the entire cost for such buy-back is borne by the Employee. There will be no annuity payout on buy-back and said buy-back time will not count towards the vesting requirement.
 - H. Employees who retire on or after December 1, 2008, but on or before November 30, 2017, shall receive a cost-of-living allowance according to the schedule set forth below:

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

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

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

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

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

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

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

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

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

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

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

11 years after retirement, an additional \$25.00 per month, for a total of \$275.00 per month.

12 years after retirement, an additional \$25.00 per month, for a total of \$300.00 per month.

13 years after retirement, an additional \$25.00 per month, for a total of \$325.00 per month.

14 years after retirement, an additional \$25.00 per month, for a total of \$350.00 per month.

15 years after retirement, an additional \$25.00 per month, for a total of \$375.00 per month.

III. DEFINED CONTRIBUTION PLAN

The following provisions shall be applicable to Employees participating in the Defined Contribution plan. The provisions shall apply to all Employees who are members of the bargaining unit at the time of the signing of this Agreement, Employees hired directly into the bargaining unit after the signing of this Agreement, and Employees who are promoted into this bargaining unit and who are, at the time of their promotion, already participating in the Defined Contribution plan. These provisions shall not apply to Employees who are members of the bargaining unit at the time of the signing of this Agreement, who have elected to continue to participate in the Defined Benefit plan, as set forth in Article 32.1., above, and the City Retirement Ordinance, as amended by the City, Employees who are promoted into the bargaining unit after the signing of this Agreement and

who are, at the time of their promotion, participating in the Defined Benefit plan and Employees who elected to take the one-time irrevocable option to participate in the Police and Fire Revised Retirement Plan (PFRRP).

- A. 1. For Employees who made the one-time irrevocable election as offered during the period June 1, 1998, through October 2, 1999, to participate in a Defined Contribution plan rather than a Defined Benefit pension plan, the City shall contribute an amount equal to 14%, effective March 8, 2021, of the Employee's wages to said plan and the Employee shall contribute an amount equal to 5.21% of the Employee's wages. The Employee is permitted to contribute additional amounts up to the maximum allowed by law.
2. Participants in the Defined Contribution plan shall also participate in a disability plan equivalent to the Defined Benefit disability plan as set forth in the City Retirement Ordinance. The City's liability for the disability benefit shall be offset (1) by any amount which may be payable pursuant to the Workers' Compensation Act, if applicable, and (2) by the lifetime annuity value of the Employee's 401(a) Defined Contribution retirement account, determined as of the effective date of the Employee's disability-related separation from service. The straight life annuity value shall be determined by the actuary for the Defined Benefit plan based upon the cash value of the Defined Contribution retirement account annuitized utilizing the same economic assumptions as used in the City's Defined Benefit plan for annuity withdrawal calculations. Any employee may request to have an actuary of the employee's choosing to prepare an independent audit of this calculation at the employee's cost. The City will provide all necessary information and the appropriate assumptions to be used in the calculation. Defined Contributions shall include all contributions and income accumulated in the plan account whether derived by the contributions made by the Employee or Employer, including any amounts transferred into the plan, but excluding voluntary Employee contributions. The Defined Contribution will also include any amounts withdrawn from the 401(a) 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.
3. Health care provisions for Employees who retire and have elected to participate in the Defined Contribution plan shall be the same as the health care retirement benefits provided for in the Defined Benefit plan.

4. Retirees who are members of the Defined Contribution plan are not eligible for hospitalization-medical coverage until the earlier of age 52 with 10 years of service or any age with 25 years of service.
- B.
1. For Employees hired on or after November 24, 1998, who did not elect to participate in the PFRRP, the pension provided for Employees following their six-month probationary period will be a Defined Contribution pension plan with the City contributing an amount equal to 14% of the Employee's wages and the Employee contributing an amount equal to 5.21% 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.
 2. The health care benefit paid for Employees hired by the City into any bargaining unit after November 24, 1998, and prior to November 2, 2011, upon retirement, shall be as follows:

For Employees retiring with 10 years of service and who are at least 52 years of age at retirement, the City will pay 50% toward the premiums of the health care insurance.

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

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

For Employees retiring after 25 years of service, the City will pay 100% of the payments towards premiums of the health care insurance, subject to premium sharing as provided in this Agreement.

IV. POLICE AND FIRE REVISED RETIREMENT PLAN (PFRRP) FOR
EMPLOYEES HIRED ON OR AFTER NOVEMBER 24, 1998

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

- February 27, 2021 for Employees hired prior to December 1, 2020
 - Date of hire for Police Officers hired on or after December 1, 2020
- A. The provisions of this Section shall apply to all Police 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 Section III, above

- B. All Employees who were hired on or after November 24, 1998, and prior to December 1, 2020, shall have a one-time irrevocable option from March 9, 2021, to April 7, 2021, to elect to participate in the Defined Benefit Plan, as detailed in this Section.
- C. Employees hired prior to December 1, 2020, who elected not to convert during the 30-day window described in Section B, above, shall continue to participate in the Defined Contribution Plan under the terms contained in Section III, above.
- D. Employees 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 III, and there shall be no further employee or City contributions into the plan. Employees so converting shall have a one-time irrevocable option to purchase between one and three years of service credit in the new Defined Benefit Plan. Any purchase of service credit will not be counted towards an employee's vesting date.
- E. The multiplier for all Police Employees participating in the PFRRP shall be 2.5% of base wages with a multiplier cap of 75.00%.
- F. Retirement eligibility for the PFRRP 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 PFRRP shall be as detailed in this Section for employees hired on or after December 1, 2020, and Section III which establishes said benefits at the same level as bargaining unit members participating in the Defined Benefit Plan described in 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 Employees participating in the PFRRP shall be obligated to contribute 4% of base wages every year to the PFRRP. 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 Section III as well as provisions relating to the new Defined Benefit plan described in new Section III, except that the following provisions of the current ordinance are specifically excluded from the Defined Benefit Plan contained in this Section:
 - 1. Section 2.96.250 Early Retirement Pension and any related provisions, including but not limited to 2.96.240 and 2.96.400.
 - 2. Section 2.96.260.C and 2.96.407.B Annuity Withdrawal and any related provisions.
 - 3. Section 2.96.330 Military Buy-Back and any related provisions.
 - 4. 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 PFRRP. 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.

- M. Retiree health insurance to employees participating in the Police and Fire Revised Retirement Plan who are eligible for retiree health insurance shall be in accordance with the provisions of Article 32, Section III.B.2.

33. SALARY RATES

Police Sergeants who have at least four years in rank shall be advanced to the classification of Senior Sergeant. Police Lieutenants who have at least two years in rank shall be advanced to the classification of Senior Lieutenant. Once qualified, an Employee shall continue to receive the pay of the higher classification.

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

The salary rates in effect for this Agreement shall be as provided in Appendix A attached hereto and shall be based on the following wage adjustments:

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

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

1. The 2nd tier wage rates shall be eliminated, and employees hired on or after November 2, 2011, will be paid at the wage rate that had been in effect only for Employees hired before November 2, 2011.
2. The wage schedule for all Employees will be increased by \$600 prior to the implementation of the 2% wage adjustment detailed below and prior to the implementation of the 3% increase that is effective December 1, 2023, in connection with the parties' Agreement to eliminate the yearly uniform maintenance and cleaning allowance in Article 25, Section E.
3. The wage schedule for Employees shall include a wage adjustment of 2% that will go into effect prior to implementation of the 3% increase that is effective December 1, 2023.

Additionally, should the Police Chief determine, in the Police Chief's discretion, that the unit as a whole provided supervisory community interaction at a level satisfactory to the

Chief and provided exemplary supervisory assistance to subordinate employees at a level satisfactory to the Chief, all members of the bargaining unit will receive a \$1,000 annual bonus at the end of each fiscal year of this Agreement in which a level of interaction and supervisory assistance is provided at the satisfactory level.

34. GUN ALLOWANCE

- A. Each Employee shall receive a \$1,000 gun allowance each year to be paid on or by the first pay date in December for the officer's proficiency with a firearm. Effective December 1, 2014, only employees hired or promoted into the classification of Police Officer prior to November 2, 2011, shall be entitled to this gun allowance.
- B. Any Employee whose employment with the City is terminated for any reason prior to completing a contract year shall have the allowance provided herein adjusted on a prorated basis, with the balance to be deducted from any monies otherwise due the Employee.
- C. In order to be eligible for the above gun allowance, an officer must achieve passing scores (70% or better) in a gun use proficiency test, as presently established by the Department and taken at a minimum of twice a year.

35. LEGAL EXPENSES

- A. The Employer will continue during the term of this Agreement to provide the Professional Liability insurance coverage currently in force. In the event the City is unable to provide the insurance policy provided for above, and/or the coverage under the said policy is not wholly sufficient to fully cover a member of the Association for good faith actions taken by them in the official line of duty, the City will provide legal counsel and pay any costs and judgments that arise out of lawsuits filed against a member of the bargaining unit alleging any act committed while said member was in the good faith performance of their duties. This would include an off-duty Employee who may be required by circumstances to assume police duties and/or powers.
- B. A contrary determination by the City is not final and binding as to good faith but is subject to review by an arbitrator under Article 7 of this Agreement. Such review shall be initiated pursuant to Section 7.A., Step Five. In reviewing the City's action(s) under this Article, the arbitrator may consider, if raised, whether or not an officer's actions were consistent with the Police Division's policies, rules, and regulations.

36. EDUCATIONAL EXPENSES

- A. Any books and tuition costs incurred by members of the bargaining unit which are

not covered by the Law Enforcement Education Program shall be reimbursed to the Employee by the City upon submission of proper documentation for all courses related to a Criminal Justice Program or, effective December 1, 2020, any other class the Police Chief determines in the Police Chief's sole discretion would be relevant and beneficial to the Department at an accredited college or university. The decision of the Chief of Police will be final, not subject to the grievance procedure.

- B. Employees promoted into the bargaining unit after March 11, 1996, shall be eligible to be reimbursed only for costs directly related to obtaining Bachelor's and Master's degrees in Criminal Justice at an accredited college or university.
- C. To qualify for reimbursement, the college or university must be accredited by the North Central Association of Colleges and Schools. The degree program must consist of regularly scheduled instruction at traditional "brick & mortar" type settings and not an Accelerated degree program, Internet degree program, long-distance learning degree program, and other forms of "non-traditional" instruction or classes. The bargaining unit member must demonstrate regular classroom attendance. Nothing in this language would prevent an Employee from taking a class at a traditional brick and mortar school which is conducted primarily through the Internet, provided such class is not offered in a typical classroom setting. Furthermore, an employee may be allowed to take classes in a "non-traditional" setting if the Police Chief, in the Police Chief's sole discretion, determines that such class satisfactorily meets the intent of this provision.
- D. Union members obtaining prepayment or receiving reimbursement for expenses under this Article will be required to remain in the employ of the City for at least five years from the conclusion of the course work. Should an individual terminate employment with the City before the five-year requirement has been met, that Employee will reimburse the City for all costs incurred in taking any courses during that five year period, excluding Employees who retire. The retirement exclusion under this paragraph shall not apply to Master's degrees.

37. EDUCATIONAL PREMIUM/INCENTIVE

- A. All members of this bargaining unit shall receive an educational premium of \$900 annually, which shall be payable on or by the first pay date in December of each year during the term of this Agreement. Only employees hired or promoted into the classification of Police Officer prior to November 2, 2011, shall be entitled to this educational premium.
- B. Employees who hold an earned Bachelor's Degree from an accredited college or university by the prior fiscal year, shall be eligible to receive an annual educational premium of \$750 which shall be paid on or by the first pay date in December of each year.

38. MERIT COMPENSATION

Qualified Employees of this bargaining unit will be entitled to additional compensation annually, based upon the following:

- A. 1. An Employee promoted to Sergeant, Lieutenant or Captain will receive this benefit upon promotion, provided the promotion is effective on or before April 8. Those who qualify for merit compensation will be paid on or by the first pay date of the month of July as follows:

Sergeants/Senior Sergeants	\$2750 annually
Lieutenants/Senior Lieutenants	\$2975 annually
Captains	\$3570 annually

2. In an Employee's final year of employment, only, the merit compensation provided for in Section B.1, above, will be as follows:

Sergeants/Senior Sergeants	\$5500 annually
Lieutenants/Senior Lieutenants	\$5500 annually
Captains	\$6000 annually

Lieutenant and Sergeants who retire before December 1st shall be reimbursed the difference between the previous year's merit compensation and \$5500 at the time of retirement. Lieutenant and Sergeants who retire December 1st or beyond shall receive the \$5500 merit compensation at the time of retirement.

Captains who retire before December 1st shall be reimbursed the difference between the previous year's merit compensation and \$6,000 at the time of retirement. Captains who retire December 1st or beyond shall receive the \$6,000 merit compensation at the time of retirement.

- B. Each year, the payment will be made in a lump sum on the first pay date in July.
- C. This compensation will continue on an annual basis. Once qualified an Employee would continue to receive compensation. Immediately upon promotion, merit pay received would cease and the Employee must again qualify as set forth above.
- D. Employees who qualify for merit compensation and are promoted prior to receiving any merit compensation payment, shall receive a prorated benefit computed monthly from the month in which notified of having qualified to and including the month in which the promotion takes effect.
- E. Where an Employee is promoted or retires after the payment date, said Employee

will retain the entire amount paid for that year.

- F. All compensation under this Section will be included as average final compensation for purposes of retirement.

39. JURY DUTY

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

40. TRAINING

- A. Management will have a pool of six mandatory training days that they may use at their discretion throughout any calendar year.
- B. Management may use up to two days consecutively in any calendar month.
- C. Management may use up to three days consecutively if a demonstrable need is shown to the Union president for Union approval.
- D. Whenever management uses any block(s) of mandatory training day(s) they will be separated by at least 30 calendar days.
- E. Any mandatory schedule using these six days will be announced to the Union (LCOA) by the first day of the preceding month.
- F. No mandatory training will be scheduled during the months of June, July, or August.
- G. Lieutenants and Sergeants may be assigned to work a shift in place of their normally scheduled hours up to five days per year for on-site training purposes. For off-site training purposes, shift assignments may be changed without limitations.

41. GENERAL ARTICLE

Professional Dues

Professional dues may be paid as authorized by the Chief of Police.

Out of Grade Pay

When an Employee in one classification assumes a position of a higher classification

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

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

42. MAINTENANCE OF CONDITIONS

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

43. SAVINGS CLAUSE

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

44. TERMINATION AND MODIFICATION

- A. The provisions of this Agreement shall be effective as of 12:00 A.M. December 1, 2023, and shall continue and remain in full force and effect to and including November 30, 2026, and thereafter for successive periods of one year unless either party shall, on or before August 1st of each year hereunder, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change

or amend this Agreement in whole or in part. A notice of desire to modify, alter, renegotiate, change, or amend, or any combination thereof, shall have the effect of terminating this Agreement on the expiration date hereunder. The parties agree, however, that the terms, conditions, and benefits of this Agreement shall continue until such time as the parties shall execute and ratify a new Agreement.

- B. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail, if to the Association, addressed to the President and Secretary of the Association, c/o Livonia Police Station, 15050 Farmington, Livonia, Michigan 48154; or if to the Employer, addressed to City Council and the Civil Service Commission, City Hall, 33000 Civic Center Drive, Livonia, Michigan 48154; or to any such address and email addresses as the Association or the Employer may make available to each other.

45. EMPLOYEE VOLUNTARY BENEFIT PROGRAM

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

46. 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 severance final pay, including, but not limited to, Dental Advance (Article 20), Clothing Allowance (Article 25), Gun Allowance (Article 34), Educational Expenses (Article 36) 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.

47. EMERGENCY FINANCIAL MANAGER

An Emergency Financial Manager appointed under the Local Government and School District Fiscal Accountability Act shall have the right to reject, modify, or terminate the Collective Bargaining Agreement as provided in the Local Government and School District Fiscal Accountability Act.

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

Agreement between the City of Livonia and the
Livonia Command Officers Association
December 1, 2023 to November 30, 2026

which acts to reject, modify, or terminate the Collective Bargaining Agreement.

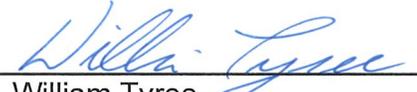
Agreement between the City of Livonia and the
Livonia Command Officers Association
December 1, 2023 to November 30, 2026

48. EFFECTIVE DATE

This Agreement shall become effective commencing December 1, 2023, upon the date of execution of the Agreement except for those provisions which are herein specified as becoming effective at another date.

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

LIVONIA POLICE COMMAND
OFFICERS ASSOCIATION

By: 
William Tyree
President

By: 
Michael Mockeridge
Vice President

By: 
Jessica Sabbadin
Secretary

By: 
Jayson Scarantino
Treasurer

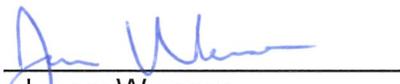
CITY OF LIVONIA, A Michigan
Municipal Corporation

By: 
Maureen Miller Brosnan
Mayor

By: 
Susan M. Nash
City Clerk

CIVIL SERVICE COMMISSION

By: 
Charlotte S. Mahoney
Chairperson

By: 
James Wenson
Commissioner

By: 
Roger L. Spence
Commissioner

Agreement between the City of Livonia and the
Livonia Command Officers Association
December 1, 2023 to November 30, 2026

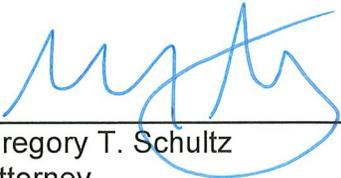
Reviewed and Approved for Accuracy and Form:


By: Thomas Goralski
Police Chief


By: Jeannine Laible
Human Resources Director

By: N/A
Michael T. Slater
Finance Director


By: Paul Bernier
Attorney


By: Gregory T. Schultz
Attorney

Letter of Understanding

1. Effective upon execution of this Agreement, the Chief shall have the sole discretion, except as provided in Paragraph 3, below, to determine which, if any, of the Employees in the following positions shall have use of a City-owned vehicle and the extent of such use including whether an Employee shall be allowed to take the vehicle overnight:
 - Property License Sergeant
 - Training Sergeant
 - Records Sergeant
 - Court Sergeant in the Detective Bureau
 - Crime Prevention Sergeant in the Detective Bureau
 - Traffic Sergeant
 - All Sergeants in the Intelligence Bureau (currently 6)
 - Special Operations Sergeant
 - All Detective Bureau Sergeants (currently 3)
 - Crime Scene Sergeant
2. With respect to those Employees listed in Paragraph 1, above, no Employee shall be entitled to take a City-owned vehicle home unless the 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.
3. All Employees in the bargaining unit as of December 1, 2008, shall be able to use a City-owned vehicle consistent with the conditions of Paragraph 5, while employed in one of the following positions.
 - Sergeants assigned to the Detective Bureau (currently 3)
 - Sergeants assigned to Crime Scene (currently 1)
4. All Employees employed in the bargaining unit shall be able to use a City-owned vehicle consistent with the conditions of Paragraph 5 while serving in the rank of Lieutenant.
5. Employees who are entitled to the use of City-owned vehicles as detailed above shall only use the vehicle as follows:
 - All work-related purposes
 - To and from work, provided the Employee shall reimburse the City at the current applicable IRS reimbursement rate for all miles utilized beyond a point 25 driving miles from Police Department Headquarters
 - Personal use within the City of Livonia

Agreement between the City of Livonia and the
Livonia Command Officers Association
December 1, 2023 to November 30, 2026

6. The issues in this letter of understanding, including but not limited to which members are able to retain City-owned vehicles, shall not be a subject of bargaining between the parties until December 1, 2015.
7. There shall be a 60 day grace period for any Employee whose use of a City-owned vehicle is rescinded by the Chief pursuant to the discretion reposed in them under Paragraph 1. from the announced date of rescission, to enable such Employee to make alternate arrangements.

LIVONIA POLICE LIEUTENANTS
AND SERGEANTS ASSOCIATION

/S

Richard McQueen, President

CITY OF LIVONIA, A Michigan
Municipal Corporation

/S

Jack Kirksey, Its Mayor

LETTER OF UNDERSTANDING

THE CITY OF LIVONIA And THE LIVONIA LIEUTENANTS AND SERGEANTS ASSOCIATION (LLSA)

Livonia Police Retention Program

A. History

Many sworn officers that have qualified for a full retirement are leaving as soon as they are eligible, which exacerbates the on-going staffing shortages within the Livonia Police Department. As of February 1, 2014, the police department is understaffed by 21 positions. If current employees who qualify for retirement and those that will qualify in calendar year 2014 were to retire, this would add 20 more vacant positions bringing the total to 41.

B. Goal

The goal of this Police Retention Program is to retain experienced, seasoned officers to assist in the supervision, training and mentoring of new officers as the department strives to fulfill the purpose of the public safety millage, which is to bring the police department to 2010 service levels.

C. Eligibility

The following two categories of employees, as specified in the list of eligible officers attached hereto as Attachment A, will be eligible to participate in the Police Retention Program described in this Letter of Understanding:

1. All sworn officers hired prior to November 30, 1992.
2. All sworn officers who will be 52 years of age with at least 10 years of service as of November 30, 2017.

D. Benefit Offered

1. Eligible employees who elect to continue employment after the date identified as the employee's "eligibility date" on Attachment A shall receive a retention bonus in the amount of \$200 per month which shall begin on the day identified as the employee's "eligibility date" on Attachment A. The retention bonus described in this Section is not considered "wages" as defined in the City's retirement plans, meaning that the City will not make a contribution to an employee's defined contribution plan for this payment and the bonus will not be included in final average compensation for employees in the defined benefit plan.

2. In addition to the retention bonus in Section D.1, above, eligible employees who elect to continue employment after the date identified as the employee's "eligibility date" on Attachment A and who actually work for a period of at least 12 months following their "eligibility date" shall receive, upon separation of service, the retirement health insurance benefits that were in effect on November 30, 2013. Notwithstanding the above, any employee who is obligated to pay a percentage of their health insurance pursuant to Article 32.III.B.2 of the 2013 – 2017 Collective Bargaining Agreement of the Livonia Lieutenants and Sergeants Association (LLSA) will be obligated to pay that portion at retirement. If the employee retires with additional years of service that would place the employee in a higher classification pursuant to Article 32.III.B.2 of the LLSA agreement as described above, the employee will only be obligated to pay that lesser amount at the time of actual retirement. At the time of separation, the employee retains the right to accept the retiree medical that was in effect at the time this program became effective OR accept the current medical benefits available at the time of separation.
3. Employees who do not participate for a period of at least 12 months following their "eligibility date" shall be required to reimburse the City for all payments that were made pursuant to Section D.1, above, and shall not be entitled to the retirement health insurance benefits that were in effect on the effective date of this plan as detailed in Section D.2, above. Employees may either have money owed to the City as a result of this failure to participate in this program for a period of at least 12 months deducted from the employee's final paycheck or provide the City with a check for the amount owed. For employees who elect to have the amount deducted, to the extent the amount owed cannot be fully deducted from the employee's final paycheck, the employee will provide the City with a check for the remaining balance.
4. Notwithstanding the above, when an employee's inability to participate for 12 months is the result of extraordinary circumstances and the employee has acted in good faith, the Chief of Police retains the discretion to allow the employee to remain eligible for the retirement health insurance benefits that were in effect on the effective date of the plan and to waive the requirement in Section D.3, above for the employee to reimburse the City for all payments that were made pursuant to Section D.1, above. This provision shall be subject to the grievance procedure in the parties' collective bargaining agreement.
5. Eligible employees, who elect to continue employment after the date identified as the employee's "eligibility date" on Attachment A will be provided the same health insurance in effect for active employees as that health insurance is modified by subsequent collective bargaining agreements throughout their employment.
6. This program will be renewable annually for each eligible employee. However, on the one-year anniversary of eligibility or any subsequent anniversary, the Police Chief may rescind the retention bonus due to unacceptable employee

performance. Factors used to determine that decision include, but are not limited to, employee performance, attitude, commitment to the organization and attendance record. The decision shall be subject to the grievance procedure in the parties' collective bargaining agreement.

7. The program can be terminated at the sole discretion of the City at the point when there are 9 or fewer vacant budgeted positions in the police department. Termination of the program will result in no further bonus payments as provided in Section D.1, above, except that all participants who have not participated for at least 12 months at the time of termination under this provision shall be entitled to continue to work and be paid the bonus until such time as they have achieved 12 months of participation. Program termination will not impact eligible employees' right to health insurance as provided in Section D.2, above.
8. The retention bonus program will end November 30, 2017, with the exception of an employee who becomes eligible between December 1, 2016 and November 30, 2017. An employee who becomes eligible between December 1, 2016 and November 30, 2017 will receive 12 months of bonus monies from the eligibility date, provided they continue to work for that 12-month period following the employee's eligibility date.
9. If a participant is absent from work for any reason for a continuous period in excess of two (2) weeks, except for a leave approved by the Chief of Police or leave covered under Paragraph 12, below, the retention bonus will be stopped until the participant returns to full active duty.
10. In the event that a participant in this program becomes disabled, the insurance benefit provided to the employee, eligible spouse and dependents, will be that which was in effect on November 30, 2013.
11. In the event that a participant of this program dies while in the program, the insurance benefit provided to the surviving spouse and dependents, will be that which was in effect on November 30, 2013.
12. In the event that an employee becomes injured or sick as a result of an on-duty incident and the workers compensation claim is un-contested by the City, the eligible employee will continue to receive the benefits of this program until they return to work, or the program becomes terminated.
13. Employee participation in the program will not prohibit the application of other aspects of future labor agreements.

Agreement between the City of Livonia and the
Livonia Command Officers Association
December 1, 2023 to November 30, 2026

E. Effective Date

This program will become effective March 19, 2014.

LIVONIA POLICE LIEUTENANTS
AND SERGEANTS ASSOCIATION

By: /S
Daniel McKeon Date
President

By: /S
Ronny Warra
Vice President

By: /S
Brian Duffany
Secretary

By: /S
Brian Kahn
Treasurer

CITY OF LIVONIA, A Michigan
Municipal Corporation

By: /S
Jack E. Kirksey Date
Mayor

By: /S
Susan A. Hoff Date
City Clerk

CIVIL SERVICE COMMISSION

By: /S
James R. Cambridge
Chairperson

By: /S
Charlotte S. Mahoney
Commissioner

By: /S
Harry C. Tatigian
Commissioner

Agreement between the City of Livonia and the
Livonia Command Officers Association
December 1, 2023 to November 30, 2026

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
5	Association Dues	5
3	Association Responsibilities	4
4	Association Security	5
18	Bereavement	21
31	Bulletin Board	34
25	Clothing	32
8	Computation of Back Wages	9
9	Disciplinary Procedure	9
36	Educational Expenses	46
37	Educational Premium/Incentive	47
48	Effective Date	53
45	Employee Voluntary Benefit Program	51
47	Emergency Financial Manager	51
41	General Article	49
7	Grievance Procedure	6
34	Gun Allowance	46
20	Health Care Coverage	22
14	Holidays	16
27	Investigator Allowance	33
39	Jury Duty	49
11	Layoffs	13
35	Legal Expenses	46
24	Limited Duty	32
23	Longevity Pay	31
30	Lunch Time	34
42	Maintenance of Conditions	50
2	Management Rights	2
19	Medical (Maternity Leave)	22

Agreement between the City of Livonia and the
 Livonia Command Officers Association
 December 1, 2023 to November 30, 2026

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
38	Merit Compensation	48
46	Offset to Employee Final Pay	51
15	Overtime	16
26	Payment of Checks	33
29	Personal Business	34
10	Promotions	11
	Purpose and Intent	1
1	Recognition of Association	2
6	Representation	6
32	Retirement	34
33	Salary Rates	45
43	Savings Clause	50
12	Seniority and Transfers	13
13	Shift Selection/Patrol Bureau	13
21	Short-term Disability & Life Insurance Coverage	29
17	Sick Leave	20
44	Termination and Modification	50
28	Time Off Without Pay to Attend Conferences	33
40	Training	49
16	Vacation	19
22	Workers' Compensation	30
	Letter of Understanding – City Owned Vehicles	55
	Letter of Understanding – Retention Program	57
	Exhibit A – Letter of Agreement Blue Cross Blue Shield	
	Exhibit B – Health Insurance Plan Design	
	Exhibit C – Optical Benefits Summary	
	Exhibit D – Dental Benefits Summary	
	APPENDIX A (Salary Schedule)	

LETTER OF AGREEMENT
between
THE CITY OF LIVONIA and LCOA

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

WHEREAS, the bargaining unit contract provides for the BCBS Blue Choice plan in Article 20 of the LCOA contract;

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

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

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

1. The parties agree that the City may investigate and contract with other plan(s) and provider(s) other than the named provider (BCBS).
2. Relative to the plans named in the contract, the City may offer plans that are not provided by BCBS, but that provide *substantially similar* coverage.
3. For the purposes of this Agreement, “substantially similar” shall mean that the proposed replacement plan(s) offer at least the levels of coverage specified by Article 20 for each of the specified plans, in regard to the following items, coverages and co-pays will be the same or better than that specified in Article 20 for deductibles, prescription costs, office/visit co-pays, emergency room co-pays, and co-insurance. The parties further agree that doctor/provider participation must be at least 80%.

CITY OF LIVONIA

LCOA

By: Maureen Miller Brosnan
MAUREEN MILLER BROSNAN
Its: Mayor

By: William Tyree
WILLIAM TYREE
Its: President

By: Jeannine Laible
JEANNINE LAIBLE
Its: Human Resources Director

By: Michael Mockridge
MICHAEL MOCKERIDGE
Its: Vice President

Health Insurance Plan Designs

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

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

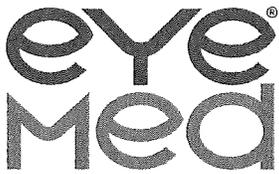
Prescription Drug Coverage	Base Plan	Alternate Plan
Generic Drug Copay	\$10	\$10
Preferred Brand Drug Copay	\$25	\$25
Non-Preferred Drug Copay	\$50	\$50
Specialty Drugs	See Below**	See Below**

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

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

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

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



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

EXAM SERVICES

<i>Exam at PLUS Providers</i>	\$0 copay	Up to \$40
Exam	\$5 copay	Up to \$40

FRAME

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

CONTACT LENSES

(Contact Lens allowance includes materials only)

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

STANDARD PLASTIC LENSES

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

LENS OPTIONS

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

Proposed Benefits

EyeMed Vision Care in conjunction with Fidelity Security Life Insurance Company

Option Shared Expense

Exam & Materials

Insight Network

Fully Insured

Employee Paid

Funded Benefits

Frequency

Examination

Once every plan year

Lenses (in lieu of contacts)

Once every plan year

Contacts (in lieu of lenses)

Once every plan year

Frame

Once every plan year

Terms

Contract Term

48 months

Rate Guarantee

48 months

MONTHLY RATES

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

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

PLAN DETAILS

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

PLAN EXCLUSIONS/LIMITATIONS

No benefits will be paid for services or materials connected with or charges arising from: medical or surgical treatment, services or supplies for the treatment of the eye, eyes or supporting structures; Refraction, when not provided as part of a Comprehensive Eye Examination; services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof; orthoptic or vision training, subnormal vision aids and any associated supplemental testing; Aniseikonic lenses; any Vision Examination or any corrective Vision Materials required by a Policyholder as a condition of employment; safety eyewear; solutions, cleaning products or frame cases; non-prescription sunglasses; plano (non-prescription) lenses; plano (non-prescription) contact lenses; two pair of glasses in lieu of bifocals; electronic vision devices; services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order; or lost or broken lenses, frames, glasses, or contact lenses that are replaced before the next Benefit Frequency when Vision Materials would next become available. Fees charged by a Provider for services other than a covered benefit and any local, state or Federal taxes must be paid in full by the Insured Person to the Provider. Such fees, taxes or materials are not covered under the Policy. Allowances provide no remaining balance for future use within the same Benefit Frequency. Some provisions, benefits, exclusions or limitations listed herein may vary by state.

City of Livonia

Saving our members some extra green

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

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

ADDITIONAL DISCOUNTS

Savings for Members

40% off

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

20% off

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

Lasik

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

Hearing Care

Amplifon Hearing Health Care Network
40% off hearing exams and a low price guarantee on discounted hearing aids

VISION CARE SERVICES

IN-NETWORK MEMBER COST

DISCOUNTED EXAM SERVICES

Retinal Imaging

Up to \$39

CONTACT LENS FIT AND FOLLOW-UP

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

Fit and Follow-up - Standard

Up to \$40

Fit and Follow-up - Premium

10% off retail price

DISCOUNTED LENS OPTIONS

Photochromic - Non-Glass

\$75

Polycarbonate - Standard

\$40

Scratch Coating - Standard Plastic

\$15

Tint - Solid or Gradient

\$15

UV Treatment

\$15

OTHER ADD-ON SERVICES AND MATERIALS

20% off retail price

DISCOUNT DETAILS

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



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

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

Control Plan - Delta Dental of Michigan

Benefit Year - January 1 through December 31

Covered Services -

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

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

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

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

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

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

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

These are not separate maximums by type of dentist.

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

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

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

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

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

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

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

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

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

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

**City of Livonia
Livonia Command Officers Association Payrates**

<u>CLASSIFICATION</u>		3%			2.5%			3.5%		
		HOURLY	BI-WEEKLY	ANNUAL	HOURLY	BI-WEEKLY	ANNUAL	HOURLY	BI-WEEKLY	ANNUAL
SERGEANT	STEP 1	\$45.66	\$3,652.80	\$94,972.80	\$46.80	\$3,744.00	\$97,344.00	\$48.44	\$3,875.20	\$100,755.20
	MAXIMUM	\$47.35	\$3,788.00	\$98,488.00	\$48.53	\$3,882.40	\$100,942.40	\$50.23	\$4,018.40	\$104,478.40
SENIOR SERGEANT	MAXIMUM	\$49.66	\$3,972.80	\$103,292.80	\$50.90	\$4,072.00	\$105,872.00	\$52.68	\$4,214.40	\$109,574.40
LIEUTENANT	MINIMUM	N/A	N/A	N/A	N/A	N/A	N/A	\$0.00	N/A	N/A
	MAXIMUM	\$52.03	\$4,162.40	\$108,222.40	\$53.33	\$4,266.40	\$110,926.40	\$55.20	\$4,416.00	\$114,816.00
SENIOR LIEUTENANT	MAXIMUM	\$54.61	\$4,368.80	\$113,588.80	\$55.98	\$4,478.40	\$116,438.40	\$57.94	\$4,635.20	\$120,515.20
CAPTAIN	MAXIMUM	\$60.05	\$4,804.00	\$124,904.00	\$61.55	\$4,924.00	\$128,024.00	\$63.70	\$5,096.00	\$132,496.00

Note: Effective 12/1/2017 the rate for all employees promoted to the Lieutenant classification is the **MAXIMUM** rate.

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