

AGREEMENT BETWEEN CITY OF LIVONIA
AND
THE POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM) ON BEHALF OF ITS
AFFILIATE
THE LIVONIA POLICE OFFICERS ASSOCIATION (POLICE SERVICE AIDE UNIT –
UNIT B)

Effective December 1, 2023 to November 30, 2026

CITY OF LIVONIA TABLE OF CONTENTS

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AGREEMENT BETWEEN THE CITY OF LIVONIA
AND THE POLICE OFFICERS ASSOCIATION OF
MICHIGAN (POLICE SERVICE AIDE UNIT – UNIT B)

THIS AGREEMENT entered into on the 28th day of February 2024, (CR #58-24) between the CITY OF LIVONIA, a Michigan Municipal Corporation (hereinafter referred to as the "Employer" or the "City") and the POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM), Police Service Aide Unit, (hereinafter referred to as the "Union"), on behalf of its affiliate the POLICE OFFICERS ASSOCIATION OF MICHIGAN/LIVONIA.

ARTICLE 1
PURPOSE AND INTENT

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

ARTICLE 2
RECOGNITION OF UNION

2.1: Now therefore, pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of Michigan of 1947, as amended, the Employer does hereby recognize the Police Officers Association of Michigan as the exclusive representative of the Police Officers Association of Michigan/Livonia (Police Service Aide Unit – Unit B) for the purpose of collective bargaining, in respect to rates of pay, hours of employment, and other terms and conditions of employment for the term of this Agreement, of all employees of the Police Division of the Department of Public Safety of the Employer who hold the rank of Police Service Aide. The Police Service Aide Unit is a non-Act 312 eligible unit consistent with the MERC consent Notice of Election.

ARTICLE 3
MANAGEMENT RIGHTS

3.1: The Union recognizes the right of the City to operate and manage its affairs in all respects in accordance with its responsibilities. The powers or authority which the City has not officially abridged, delegated, or modified by this Agreement are retained by the City.

3.2: The Union recognizes the exclusive right of the City to establish reasonable work rules, determine reasonable schedules of work which includes the right to establish the starting and ending time of shifts and the right to schedule employees to work part-time, determine and establish methods, processes, and procedures by which such work is to be performed as well as to set work standards. The City also reserves the right to make work assignments in emergency situations.

3.3: The City has the right to utilize part-time police service aides. Upon notice from the City of its intent to utilize part-time police service aides, and prior to hiring part-time police service aides, the parties will bargain on the issue of benefits and working conditions for part-time police service aides. Part-time police service aides will receive the same hourly rate as full-time police service aides.

3.4: The City has the right to schedule overtime work as required.

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

3.6: The City reserves the right to classify positions based on assigned duties and responsibilities or make changes in assigned duties and responsibilities. The City has the responsibility, in such classifications and duty assignments, to

provide equal compensation for equal work and to reflect duties and responsibilities by appropriate classifications and compensation. In cases where an employee considers that these principles are not being observed, they may seek redress through the grievance procedure set forth in Article 8.

- 3.7: The City reserves the right to discipline or discharge for cause.
- 3.8: The City reserves the right in accordance with Article 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.
- 3.9: No policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the following authority conferred on City Officials:
 - A. The Charter responsibility of the Mayor as executive officer for enforcing the laws of the State, City Charter and Ordinances, recommending an annual budget of appropriations, and the efficient performance of all executive departments, among other executive responsibilities defined by the Charter.
 - B. The Charter responsibility of the City Council, as the legislative body, for the enactment of ordinances, the appropriation of money and the determination of the City's budget, among other legislative responsibilities defined by the Charter.
 - C. The Charter responsibility of the Civil Service Commission for administering a merit system of employment, adopting rules and regulations and exercising other personnel responsibilities as defined by the Charter.
 - D. The Charter responsibility of the City Council and the Civil Service Commission in establishing and amending a classification of positions plan, a compensation plan, an insurance and disability plan, and retirement plan.
 - E. The Charter responsibilities of the City in determining the functions and organization of the respective departments or divisions.
 - F. The responsibilities of Department Heads governed by Charter provisions, ordinances and Civil Service rules:
 - 1. to hire, assign, transfer, and promote employees to positions within the agency;

2. to suspend, demote, discharge, or take other disciplinary action against Employees;
 3. to relieve Employees from duties because of lack of work or lack of funds;
 4. to determine the methods, means, and personnel necessary for departmental or agency operations;
 5. to control departmental or agency budget;
 6. to take whatever actions are necessary in situations of emergency to perform the functions of the department.
- G. The responsibilities to administer pay and fringe benefit plans, to provide the necessary surveys, research, rules, regulations, resolutions and ordinances for this purpose, subject to the authority of the departments and the City Council.
- H. The responsibility for administering Charter and Ordinances provisions relating to the Retirement Plan and the Insurance and Disability Plan.

ARTICLE 4
UNION RESPONSIBILITIES

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

work areas, except as otherwise provided for in this Agreement.

ARTICLE 5
UNION SECURITY

- 5.1: Each current employee or any employee hired on or after the execution of this Agreement, may become a member of the Union 30 days after their hiring date or the effective date of this Agreement, whichever is later.
- 5.2: The Police Division shall furnish the Union with an annual list containing the name, address, telephone number, and continuous service date for each rank attained for each employee in the bargaining unit.
- A. The foregoing information shall be furnished to the Union for each new hire within five days after hire.
 - B. A copy of change of address or telephone number shall be provided to the Union.
- 5.3: The address and phone number of any employee shall be kept confidential except as is necessary for law enforcement purposes, at the discretion of the Police Chief or their designee. City paychecks will conform to this Article.

ARTICLE 6
UNION DUES

- 6.1: The City agrees to deduct from the wages of employees who voluntarily elect to become members of the Union, all Union membership dues and initiation fees as required by the Union. Employees are not required to join the Union as a condition of employment in accordance with applicable state law. Employees who voluntarily elect to pay Union dues shall sign an authorization form. The form utilized must be approved by the City.
- 6.2: The City shall not be liable to the Union for any employee for the remittance or payment of any sum other than that amount constituting the actual deduction made from wages earned by employees in accordance with the authorization on file with the City.
- 6.3: 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.
- 6.4: Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to the designated financial officer of the Union with a list for whom dues have been deducted within 15 calendar days after the deduction is made.

- 6.5: Termination of Payroll Deductions. An employee shall cease to be subject to payroll deductions beginning with the month immediately following the month in which they is no longer an employee of the bargaining unit or upon providing the City with written notice to cancel the Union dues authorization form on file. The Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place or the end of each month in which the employee has provided notice of its intent to no longer be a member of the Union.
- 6.6: Solicitation Prohibited. Neither the Union nor its members shall intimidate or coerce any employee with respect to their right to work or in respect to Union activity or membership.

ARTICLE 7 REPRESENTATION

- 7.1: The President and other officers of the Union shall be allowed reasonable time off during working hours without loss of time or pay to conduct negotiations, attend scheduled Union meetings, and handle grievance matters, with the approval of the officer in charge or Police Chief. During negotiations, members of the negotiation team shall be allowed one hour before the scheduled time of negotiations and one hour after the completion of a negotiation session, subject to the operating needs of the Police Division.
- 7.2: Requests for time off under Sections 7.1, where possible, shall be requested at least 48 hours in advance (Monday through Friday). If more notice is possible, this shall be done.

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

Under Section 7.1, the term "handle grievance matters" shall cover the actions necessary under the steps of the grievance procedure and must be directly related to a specific grievance or grievances. Requests to "handle grievance matters" under Section 7.1 must designate the specific grievance, where the meeting will take place, when, with whom and how the employee may be reached (telephone number).

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

ARTICLE 8
GRIEVANCE PROCEDURE

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

Step One. The employee shall take up the grievance verbally with the Officer-in-Charge within 10 working days of the date of the grievance. If the grievance is not resolved, they shall report the same to the President or appointed committee who shall verbally take up the grievance with the Officer-in-Charge. If the employee wishes the Union to handle the grievance from the beginning, this may be done. In any case, the Officer-in-Charge shall verbally respond to the last presentation of the grievance within three working days.

Step Two. If the grievance in Step One is not resolved, it shall be reduced to writing and submitted to the Police Chief within seven working days after the oral answer from the Officer-in-Charge in Step One. The Police Chief or designee shall respond in writing within seven working days. In the event that the grievance is verbally resolved, this resolution shall be confirmed in writing to the Union by the Police Chief or designee within the time period indicated immediately above.

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

Election of Remedies

If a grievance is not resolved at Step 3, the grieving party may elect to appeal to the Civil Service Commission under Step Four of the Grievance Procedure or arbitration under Step 5 of the Grievance Procedure. There shall be no appeal from the Civil Service Commission to Arbitration or from Arbitration to the Civil Service Commission.

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

Step Five.

- A. In the event of failure to resolve the grievance in Steps One through Three of the grievance procedure, and the grieving party elects to appeal to arbitration, either party to the contract may appeal the grievance to an arbitrator who shall be selected by mutual agreement; provided that written notice is served on the other party within 20 calendar days of the Step 3 decision. In the event the parties are unable to agree upon an arbitrator within seven working days of the request for arbitration, the party requesting arbitration shall promptly thereafter file a demand for arbitration with the American Arbitration Association in accordance with the then applicable rules and regulations of the American Arbitration Association.
 - B. In the event of arbitration, the fees and approved expenses of the arbitrator will be paid by the parties equally. Each party shall be responsible for compensating its own representatives and witnesses. However, neither the aggrieved (as appropriate) nor the Local Representative shall lose pay for time off the job while attending arbitration proceedings.
 - C. The arbitrator shall have the authority and jurisdiction to interpret and apply the collective bargaining agreement with respect to the grievance in question but shall not have the power to alter or modify the terms of this Agreement.
 - D. The arbitrator shall submit the decision, in writing, within 30 days after the conclusion of the hearings, and the decision of the arbitrator so rendered shall be final and binding upon the employees involved, the Union and its members, and the City.
- 8.2: Any grievance not appealed in writing from the decision at any of the first three steps under the Grievance Procedure to the next step, within the time prescribed, shall be considered settled on the basis of the last decision.
- 8.3: Notwithstanding the foregoing, an employee, during hours of employment, shall complete their assignments and follow the procedure as outlined above or the employee shall be subject to disciplinary action.
- 8.4: Any grievance settlement shall be made in accordance with the terms and spirit of this Agreement.
- 8.5: When one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case.

- 8.6: Any individual employee, at any time, may present grievances to the Police Chief and have the grievance adjusted without intervention of the Union, if the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect; and provided that the bargaining representative has been given opportunity to be present at such adjustment.
- 8.7: When a grievance of an employee affects a number of employees and concerns matters which are similar in nature, such a grievance may be submitted in writing directly to the Police Chief, in accordance with Step Two, as a representative grievance, the disposition of which would be applicable to other employees similarly affected.
- 8.8: Notwithstanding the available steps under the present grievance procedure, in the event of a clear case of emergency, as determined by the Executive Board of the Police Officers Association of Michigan/Livonia, the employee can submit the grievance directly to the Police Chief who will then decide whether or not to waive the preceding grievance step(s). If the Police Chief waives Step One and/or Step Two of the grievance procedure, they will then submit the grievance in accordance with Step Three of the grievance procedure.
- 8.9: Probationary employees, as defined in Rule 17 of the Rules and Regulations of the Civil Service Commission, shall have no right to grieve decisions to terminate their employment.

ARTICLE 9
COMPUTATION OF BACK WAGES

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

ARTICLE 10
DISCIPLINARY PROCEDURE

- 10.1: Reprimands. With regard to oral or written reprimand, an employee may not utilize the Grievance Procedure for the purpose of reviewing such reprimand.
- 10.2: Suspension, Demotions, or Discharge. In any contemplated action, excluding oral or written reprimands, an employee will be given a letter listing the charges, stating the employee's right to representation, and giving the employee 10 days to request a hearing before the Police Chief or their designate, to review the charges against the employee and, based upon this review, the Chief or their designee shall make a final decision, within 10 days, regarding disciplinary action in the matter.

Upon receipt of the employee's request for a hearing, the Chief will hold such

hearing within 30 days of the receipt of the request giving the employee a minimum of 72 hours' notice of the meeting date and time.

The case shall be presented to the Chief or their designee.

If the employee does not request a hearing within the 10-day period, it shall be considered that the employee 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 employee is informed of charges by the Chief's office that the Union shall be notified in writing of the employee's name and that being charged. The specific charges are not to be mentioned in the notification.

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

(CITY CHARTER, CHAPTER V, SECTION 16j)

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

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

The employee may take such other action as they may desire provided under

the law, should they appeal to the Civil Service Commission be denied.

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

ARTICLE 11
LAYOFFS

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

ARTICLE 12
HOLIDAYS

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

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

ARTICLE 13
OVERTIME

13.1: An employee who is required to work beyond their regularly scheduled shift shall receive time-and-a-half for all hours worked outside of the employee's regular schedule.

13.2: When an employee is called back to duty, while off duty or on a leave day or a vacation day, the employee shall be paid for a minimum of three hours pay or at time-and-a-half, whichever is greater.

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 pay date on the months of May and November.

13.3: All overtime can be taken in compensatory time at the same rate, whether earned at straight time or time-and-a-half, at the request of the employee. Compensatory time may be accumulated up to a maximum of 80 hours. Employees will be paid for any overtime hours worked that would cause the employee to exceed 80 hours of compensatory time.

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

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

ARTICLE 14 VACATIONS

14.1: Employees shall accrue vacation at the following rate for each completed month of service, with changes effective on their anniversary date:

<u>Years of Service</u>	<u>Hours of Vacation</u>
First 5 years	8 hours per month
6 th year to 10 th year	10 hours per month
11 th year to 20 th year	11 hours per month
After 20 th year	13 hours per month

14.2: Vacation for all employees may be accumulated up to 456 hours. Any accrued time in excess of 456 hours shall be lost. The 456-hour maximum accumulation includes any bonus vacation days earned.

14.3: Employees will not earn vacation time while on an unpaid leave of absence or disciplinary suspension.

14.4: Vacations will, insofar as possible, be granted at times most desired by Employees according to their seniority and in line with department policy and operating needs. Where vacation schedules are posted for signing by Employees, with senior Employees to have preference for vacation time,

departments will provide a closing date before which preference must be indicated. Any Employee signing after that date will have to take the vacation time remaining.

- 14.5: Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks in accordance with departmental policy. Vacation time may, from time to time, be taken in eight-hour increments, if possible, subject to the operating needs of the department.
- 14.6: A vacation may not be waived by an Employee and extra pay received for working during that period.
- 14.7: If an Employee is laid off or retires, they will be paid for all unused vacation hours. A recalled Employee shall accrue vacation time based on adjusted seniority from the date of rehire. All seniority earned prior to the layoff will be retained.
- 14.8: Employees will be paid their current rate based on their scheduled hours while on vacation and will receive credit for any benefits provided in this Agreement.

ARTICLE 15 SICK LEAVE

- 15.1: Regular full-time Employees shall accumulate sick leave at the rate of eight hours per month for each completed month of service and may accumulate sick leave to a maximum of 600 hours for payout purposes. 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 in the event of termination of active employment for any reason after ten years of service, retirement, duty disability retirement, or in the case of death to the Employee's beneficiary or estate, subject to the maximum accumulation provided, based upon the Employee's rate of pay at time of termination. Employees will be reimbursed at 60% of their pay rate at the time of such payment. Employees may continue to accumulate sick leave beyond the 600-hour maximum; however, these days shall not be considered for payout purposes as specified herein.
- 15.2: Sick leave usage will be figured on a last in/first out basis.
- 15.3: Employees who do not use more than 32 hours of their sick leave during the preceding calendar year shall have an additional 24 hours added to their vacation bank the following calendar year.
- 15.4: An Employee who, while on vacation, becomes seriously ill or injured, for three days or more, may use sick leave for such illness or injury upon presentation of bona fide proof thereof, and approval by the department and the Civil Service Commission; provided, however, that the Employee or a member of

the Employee's family be required to notify the department of such illness or injury not later than the second day of such illness or injury.

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

ARTICLE 16
BEREAVEMENT LEAVE

- 16.1: An employee shall be allowed up to 80 working hours as bereavement leave hours not to be deducted from a sick leave in the event of death of the current spouse, children or step-children. An employee shall be allowed up to 40 working hours as bereavement hours not to be deducted from sick leave for a death in the immediate family, subject to approval by the Police Chief or their designee. Immediate family is defined as follows: Mother, Father, Sister, Stepmother, Stepfather, Sister-in-Law, Brother, Brother-in-Law, Grandparents of the employee, Grandchildren, Mother-in-Law, Father-in-Law, or a member of the employee's household. An employee shall be allowed up to two working days as bereavement leave in accordance with the foregoing provisions for death of grandparents of the employee's spouse.
- 16.2: An employee shall be allowed one working day per year bereavement leave for the death of a close personal friend. The employee's request for time off shall include the name of the friend and the location of the funeral.

ARTICLE 17
PERSONAL BUSINESS

- 17.1: Personal business, not to exceed 24 hours in any calendar year, shall be allowed to employees without loss of pay or deduction from sick leave. Personal business shall be taken in no less than two-hour increments. 16 hours of annual personal business cannot be denied, up to a maximum of two employees at one time, 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 eight hours of personal business can be taken at any time subject to the operational needs of the Police Division. Such requests shall be made in advance and in writing.

ARTICLE 18
HOSPITALIZATION - MEDICAL COVERAGE

- 18.1: The Employer agrees to pay the premium for hospitalization-medical coverage ("Base Plan") for regular full-time employees, spouses, and dependent children under 19 years of age or the applicable legal age, whichever is greater. The health care plan to be provided shall be as detailed in Exhibit B and shall include an annual deductible of \$250.00 per member

and \$500.00 per two-person/family; co-insurance payments of \$1,000.00 per member and \$2,000.00 per two-person/family, and shall include a \$20.00 office visit co-pay and a \$100.00 emergency room co-pay waived if admitted to hospital. The Rx drug prescription rider shall be a \$10.00 co-pay for generic drugs, a \$25.00 co-pay for formulary brand name drugs, a \$50.00 co-pay for non-formulary brand name drugs, and effective December 1, 2017, a co-pay of 10% of the cost of the drug, up to a maximum of \$100 per prescription, for specialty drugs. The prescription is to be filled by generic drug unless the physician directs the prescription to be "Dispensed as Written." The online visit co-pay for employees who utilize online primary care visits will be one-half of the regular office visit co-pay above.

18.2: Employees shall not be entitled to retiree health insurance upon retirement. Instead, the City will contribute to a retirement health savings plan (RHSP) for use by the employee following separation from employment under the following terms:

- i The City will contribute \$80.00 per bi-weekly pay period into the employee's RHSP account. Effective February 28, 2024, the City will contribute \$90 per bi-weekly pay period into the employee's RHSP account.
- i The employee shall vest in the employer contribution following four years of service.

18.3: The City will offer the option of a hospitalization-medical coverage as currently provided and detailed in Exhibit B to this Agreement ("Alternative Plan") in lieu of the hospitalization-insurance provided above, subject to Section 18.6, below. The Rx drug prescription rider shall be a \$10.00 co-pay for generic drugs, a \$25.00 co-pay for formulary brand name drugs, a \$50.00 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." The office visit co-pay will be \$20, and the emergency room co-pay will be \$100 waived if admitted to the 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.

18.4: 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 18.1 and 18.3, above, at any time during this Agreement provided the plan offers substantially similar or better benefits than the current plan(s). For the purpose of this Agreement, "substantially similar" shall mean that the replacement plan(s) offers at least the same applicable medical co-pays (prescription, office and emergency room), annual deductibles, and co-insurance levels as those provided in the Base Plan (Section 18.1) for any replacement to the Base Plan and for those provided for the Alternate Plan

(Section 18.3) 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.

- 18.5: In addition to the base plan and alternative plan detailed above, the City has the right to implement and offer a third plan. Any such plan shall be subject to all of the cost-sharing provisions contained in this Article, provided that at no time will the employee's contribution to this plan be less than \$35 per month. The City retains the right to modify or discontinue the third plan at any time in its sole discretion.
- 18.6: 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. The \$1,000 will be paid for each enrollment year that the employee elects to opt-out under this provision.
- 18.7: 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 greater, the spouses and eligible dependents under the age of 19 or the applicable legal age, whichever is greater of that family shall be covered by only one City provided hospitalization-medical insurance policy or plan carried by one spouse or the other. In such cases, the City shall not be obligated to provide more than one hospitalization-medical policy or plan.
- 18.8: 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 \$35.00 per month or the amount, on a monthly basis, by which the illustrative rate for the family plan selected by the employee exceeds \$20,180.43.
 - Two-person: The greater of \$35.00 per month or the amount, on a monthly basis, by which the illustrative rate for the two-person plan selected by the employee exceeds \$15,474.60.

Single: The greater of \$35.00 per month or the amount, on a monthly basis, by which the illustrative rate for the single plan selected by the employee exceeds \$7,399.47.

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

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

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

18.9: The City will deduct 2% from the pension-based earnings for all employees which shall be placed in the employee's RHSP.

18.10: 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.

18.11: During the term of this Agreement, upon request of the City, the parties agree to reopen the Agreement for the sole purpose of negotiating a change in the third-party administrator from Blue Cross/Blue Shield, so long as the benefits provided remain the same as set forth in this Article. The City agrees to provide the Union with written notice of a proposed change in the third-party administrator at least 90 days before the proposed effective date of such change and shall provide the Union with any information requested concerning the proposed administrator. If a dispute arises between the parties concerning the change, the dispute shall be resolved through the negotiation/mediation fact-finding process.

18.12: 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.

- A. Dental. 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

- B. The City reserves the right to replace the plan detailed in Exhibit D with a different plan with comparable benefits during the life of this Agreement. There will not be any additional benefit for those choosing not to participate in the plan.
- C. Employees who owe the City for dental reimbursement paid in advance will pay back the amount owed to the City during the first year of this Agreement:

ARTICLE 19
SHORT-TERM DISABILITY AND LIFE INSURANCE COVERAGE

- 19.1: The Employer agrees to provide \$250.00 per week to a maximum of 45 weeks coverage for sickness and accident insurance. This sickness and accident insurance coverage shall begin only after the employee has exhausted all of their sick leave benefits and provided further that:
- A. If the employee had 144 or more sick leave hours to exhaust then the benefit herein provided shall begin immediately upon the exhaustion of all the employees' sick leave days.
- B. If the employee had less than 144 sick leave hours to exhaust, then the benefits herein shall not apply until a 14 calendar day waiting period following exhaustion of all sick leave benefits.
- C. If a regular employee is laid off the Employer will continue to pay premiums for a period not to exceed 120-days from the cessation of active employment.
- 19.2: Each employee shall have life insurance coverage equal to their annual pay rate rounded to the next higher even thousand unless it is already an even thousand and add \$1,000 in coverage.

ARTICLE 20
WORKERS' COMPENSATION

- 20.1: Each employee will be covered by the applicable workers' compensation Laws and the Employer further agrees that an employee who is eligible for workers' compensation will receive for the first 90 days of the employee's workers' compensation leave, in addition to workers' compensation income, an amount to be paid by the Employer sufficient to make up the difference between workers' compensation and their regular pay based on a 40-hour work week. Under no circumstance will an employee's pay, after withholding taxes (with no change in deductions) plus their worker's compensation payments, be more or less than the employee's salary after taxes that they would have received if they were not on worker's compensation. Following the 90-day period, employees may use leave time to supplement their pay up to 100% of their regular wages. Sick time utilized will be limited to a pro-rated amount of the sick day needed to allow for 100% of pay.
- 20.2: Duty Injury. No deduction shall be made from the employee's sick leave bank from the initial time off because of on-the-job injury until the time and date the employee is considered able to return to work by the City Physician or the doctor treating the injury at a hospital or clinic to which the employee is sent, pursuant to Section 29.3 below. Should the employee not return to work by the specified date and time, any further time off shall be deducted from their sick leave bank. There may be an extension of such date and time upon receipt, before the date and time to return to work, of a certificate from the employee's personal physician recommending such an extension. The City reserves the right in all cases, where necessary, to require the employee be examined by the City Physician before an extension can be granted. Should there be a difference of opinion between the City's Physician and the employee's physician; the employee may request that such difference be resolved by the grievance procedure under Article 8, Grievance Procedure.
- 20.3: The Police Division shall maintain a list of hospitals to be agreed upon between the Union and the Police Chief. Each employee shall designate a hospital from said list to which they will be sent in the event of on-the-job injury, it being understood that in the event of an emergency, and if it is not practical, the nearest medical facility will be used.

ARTICLE 21
UNIFORM CLEANING AND MAINTENANCE

- 21.1: The City will furnish and replace uniforms as necessary and will repair or clean uniforms which are damaged or excessively soiled in the line of duty.
- 21.2: Each employee shall receive a yearly maintenance and cleaning allowance of \$600 to be paid monthly in 12 equal installments over the course of the

year.

ARTICLE 22
BULLETIN BOARD

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

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

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

ARTICLE 23
RETIREMENT

23.1: The pension provided employees following the first six months of their employment will be a Defined Contribution pension plan with the City contributing an amount equal to 11% of the employee's wages and the employee contributing an amount equal to 4% 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. Effective February 28, 2024, the City's contribution shall be increased to 12% and the employee's contribution shall be increased to 4.5%.

23.2: The term "wages" as used in Article 23.1 above shall mean wages as defined in Section 2.96.050 of the City's Retirement Ordinance.

23.3: Employees shall also participate in a disability plan equivalent to the Defined Benefit disability plan as set forth in the City Retirement Ordinance. The City's liability for the disability benefit shall be offset (1) by any amount which may be payable pursuant to the Workers' Disability Compensation Act, if applicable, and (2) by the lifetime annuity value of the employee's 401(a)

Defined Contribution retirement account, determined as of the effective date of the employee's related separation from service. The straight life annuity value shall be determined by the actuary for the Defined Benefit plan based upon the cash value of the Defined Contribution retirement account annuitized utilizing the same economic assumptions as used in the City's Defined Benefit plan for annuity withdrawal calculations. Any employee may request to have an actuary of the employee's choosing to prepare an independent audit of this calculation at the employee's cost. The City will provide all necessary information and the appropriate assumptions to be used in the calculation. Defined Contributions shall include all contributions and income accumulated in the plan account whether derived by the contributions made by the employee or employer, including any amounts transferred into the plan, but excluding voluntary employee contributions. The Defined Contribution will also include any amounts withdrawn from the 401(a) Plan or leveraged or levied by the employee for any reason, regardless of whether it was by court order or voluntary decision. The value of any withdrawn amounts shall be calculated as though they remained in the plan and accrued income or value at the applicable rate of the remainder of the employee's assets in the plan.

ARTICLE 24

SALARY RATES

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

Effective December 1, 2023:	3% wage increase (not retroactive)
Effective December 1, 2024:	2.5% wage increase
Effective December 1, 2025:	3.5% wage increase

24.2: An employee who has completed Police Academy Training will be paid at the employee's current Step or Step 3, whichever is greater.

24.3: In addition to the wages set forth in Appendix A, the City will pay a \$300 one-time signing bonus to all employees on the City's payroll as of February 28, 2024.

ARTICLE 25

LOSS OF SENIORITY

25.1: An Employee shall lose seniority and status and shall no longer be a City employee upon any of the following events:

A. Employee quits.

- B. Employee is discharged, and the discharge is sustained.
- C. Employee does not return to work when notified of recall from layoff.
- D. Employee retires.
- E. Employee is laid off for a period of two years from the date of layoff or a period equal to the Employee's length of seniority, whichever is greater.
- F. The Employee is absent for three consecutive working days without notifying the Employer.
- G. The employee fails to return from sick leave or leave of absence.

ARTICLE 26
EDUCATIONAL EXPENSES

- 26.1: Employees who intend to use this benefit must have the educational institution, the program of study and the degree requirements pre-approved by the Police Chief or their designee.
- 26.2: The City agrees to reimburse employees for courses taken to obtain an Associate's degree in Criminal Justice or a related field, as approved by the Police Chief, up to a maximum annual reimbursement of \$3,500. For employees taking courses at Schoolcraft College only, the City, upon request, will make direct payments to Schoolcraft College, subject to all the terms and conditions in this Article. To the extent the payment is made, and the employee does not satisfactorily complete the class as defined in Section 26.2.A, below, the City reserves the right to deduct the money pre-paid to Schoolcraft from an employee's future wages.
- A. Reimbursement or payment by the City will only be made for courses that are satisfactorily completed. Satisfactory completion is when an official passing grade or credit, which counts towards the requirements of the degree sought, is awarded. Courses in which the grade or credit awarded cannot be used as such are considered unsatisfactory and will not be reimbursed or paid for by the City. Employees are required to submit a transcript or a copy of their original grades at the conclusion of each semester attended to the Police Chief or their designee.
 - B. All requests for reimbursements or payments by the City must be submitted to the Police Chief, or their designee, within 30 days of the end of the term in which the course(s) are taken.

- C. The City shall not reimburse or prepay costs incurred in taking courses in excess of degree requirements. No reimbursement or payment will be made for incomplete courses or courses that the employee withdraws from before the end of the term unless approved by the Police Chief or their designee. The City will not duplicate reimbursements or payments, which have been made by other sources, such as scholarships, grants or other subsidies.
- 26.3: In addition to the reimbursement provided in Section 26.2, the City will pay all costs associated with attendance at the Police Academy, i.e. tuition, uniforms, etc., provided the employee signs the "Consideration for Attendance to Police Academy" form, which indicates an intent to commit to a term of four consecutive years of service as a police officer in the Livonia Police Department. The form will provide that in the event the employee chooses to resign from the Department prior to the completion of the four-year term, the City reserves the right to seek reimbursement for the monetary expenses incurred for the employee's attendance.
- 26.4: Employees 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 or be terminated for cause 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. Employees who fail their probation shall not be required to reimburse the City pursuant to this provision.
- 26.5: Reimbursement or payment by the City does not apply to courses taken or degrees obtained prior to employment by the City of Livonia.
- 26.6: The City shall have the right to deduct any money owed to the City from the employee's final payout.

ARTICLE 27
INDEMNIFICATION

- 27.1: Whenever an employee becomes subject to a claim, a liability, a judgment or a monetary imposition or fine resulting from any action taken within the scope of employment and during the course of employment, the Employer agrees to defend, hold harmless and indemnify the employee including all reasonably related costs. The Employer will not defend, hold harmless or indemnify any employee who engages in criminal conduct or conduct which is otherwise illegal, or gross negligence, regardless of whether or not charges are filed by the prosecutor. The determination of whether an employee was acting within the scope and course of their employment shall be made by the City Attorney. The City Attorney may consult with the

appropriate Department Head in making this determination and the City Attorney's decision, using legal principles of respondent superior and limitations on municipal indemnification shall be final. All settlements are subject to the approval of the Employer.

- 27.2: The Employer may elect to represent an employee in cases covered by the above provision, said representation to be through the office of the City Attorney. Upon receipt of notice of any claim or action, the employee shall immediately notify the City Attorney in writing.
- 27.3: In the event the City Attorney has made the decision to defend, hold harmless and indemnify an employee, but cannot represent the employee due to a conflict of interest, the City Attorney shall appoint an attorney who will represent the employee. The cost of defense shall be limited to the usual and customary fees and costs charged for similar work by most attorneys practicing in the area.
- 27.4: Employees who, while on duty, acting as Good Samaritans, assist individuals in distress, shall likewise be held harmless and indemnified by the Employer, pursuant to the same terms and conditions as stated in Paragraph A. above; provided, however, that employees who are grossly negligent while acting as Good Samaritans may not be held harmless or indemnified after review by the City Attorney.

ARTICLE 28 GENERAL ARTICLE

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

- A. Hair in rear of head shall not extend below the top of the shirt collar. It shall be graduated up from the collar but not to exceed one and a half inch length from the top of the ear to bottom of ear. Hair shall not protrude out from Garrison Cap in an unruly manner.

Hair on the sides of the head shall not exceed one half inch in length at the top of the ear so as to display a close to head and swept back appearance and not to be worn over the ears.

Side burns shall be close and not more than one half inch length of hair. If hair texture creates a bushy appearance, it shall be thinned. Side burns shall not exceed one inch in width and shall not come below the bottom of the ear.

In all cases hair texture that causes unique problems shall be thinned to conform, as some will require shorter lengths to conform.

Block cut allowed from bottom of ear to collar.

- B. Mustaches may extend 3/8 inch out from corner of the mouth and 3/8 inch down from corner of the mouth. They shall be neatly trimmed and shall not hang down over the top lip.
- C. Personnel in certain Bureaus assigned to investigation details may, upon permission of the Police Chief, wear long hair, side burns and beards.

- 28.2: Police Officer Vacancies. The position of Police Service Aide is not a career path to the rank of Police Officer. In the event of vacancies at the rank of Police Officer, the Police Chief has the sole discretion to determine whether a Police Service Aide may be considered for promotion or to hire qualified applicants through an open competitive civil service examination process.
- 28.3: Captions. The headings and index used in this Agreement and Exhibits neither add to nor subtract from the meaning but are for reference only.
- 28.4: Physical Fitness Area. The existing physical fitness area will continue to be available to members of the Union during the term of this Agreement subject to the Rules and Regulations pertaining to use of the facility established by the Police Division.
- 28.5: Definitions. The terms "contract year" and "fiscal year" as used in this Agreement refer to years covering December 1 through November 30.
- 28.6: Jury Duty. Employees on the afternoon and midnight shifts required to serve on jury duty shall have the time so served considered as a day worked.
- 28.7: Termination Pay. At the time of an employee's separation from the City for any reason, the City has the right to offset any money owed to the City by the employee based on provisions of this Agreement from the employee's final termination pay.

ARTICLE 29 MAINTENANCE OF CONDITIONS

- 29.1: Wages, hours and conditions of employment in effect at the execution of this Agreement shall, except as provided herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in benefits as a consequence of the execution of this Agreement, except as provided herein.
- 29.2: The Employer will make no unilateral changes in wages, hours, and conditions of employment during the term of this Agreement, contrary to the

provisions of this Agreement.

- 29.3: This Agreement shall supersede any rules, regulations, or policy statements inconsistent herewith. Insofar as any provision of this Agreement shall conflict with any ordinance or resolution of the City, appropriate amendatory or other action shall be taken to render such ordinance or resolution compatible with the terms of this Agreement.

ARTICLE 30
EMPLOYEE VOLUNTARY BENEFIT PROGRAM

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

ARTICLE 31
OFFSET TO EMPLOYEE FINAL PAY

- 31.1: The City has the right to deduct any amounts owed by an Employee to the City arising out of this Collective Bargaining Agreement from an Employee's severance final pay, including, but not limited to Educational Expenses (Article 26).

ARTICLE 32
SAVINGS CLAUSE

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

ARTICLE 33
TERMINATION AND MODIFICATION

- 33.1: Subject to the provisions of Article 33.2, below, the provisions of this Agreement shall be effective as of 12:00 a.m. and shall continue to remain in full force and effect to and including November 30, 2026, unless either party shall, between July 1, 2026, and September 1, 2026, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement in whole or in part. A notice of desire to modify, alter, renegotiate, change or amend, or any combination thereof,

shall have the effect of terminating this Agreement on the expiration date hereunder; the parties agree, however, that the mandatory terms, conditions and benefits of this Agreement shall continue until such time as the parties shall execute and ratify a new Agreement.

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

ARTICLE 34 12-HOUR SHIFTS

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

The primary days do not have to be consecutive. The weekend and primary workdays shall be 12-hour shifts. Leave days will be selected based upon seniority and will be picked based upon two cycles, making it 56 days.

- c. Police Service Aide shift and leave days will be selected consistent with Department policy.
- d. Police Service Aides will be required to have eight hours off between shifts. Secondary employment that is not compliant with this clause is prohibited. At no time will any employee be allowed to work 24 consecutive hours. Employees can switch Leave Days with one another unless it would cause either employee to work 24 consecutive hours or either employee to not have eight hours off in between their shifts.
- e. Seniority will be based on time in rank. Police Service Aides will bid for shifts based upon seniority as currently is the practice. Shift bids will be on a bi-annual basis and posted two months prior to the beginning of the new cycle. Each shift must have 25% of their manpower with at least three years of seniority. This mandate is to ensure that each shift has equal experience in time, defined as seniority, compared to the other shifts. Seniority must be re-evaluated on an annual basis. The analysis may cause the listed minimums to be modified. Any modification must be agreed upon by all parties. The Chief of Police may re-assign personnel to achieve this goal.
- f. Holiday pay shall continue to be treated the same pursuant to Article 12 and pay will continue to be based upon eight hours per holiday.
- g. When selecting a monthly court date for traffic offenses, all Police Service Aides working Day Shift will report for court while on duty during their shift. All Police Service Aides working Night Shift must ensure that they have a minimum of eight hours off prior to their next shift. Any Police Service Aide 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 Police Service Aide who has to appear for Court that is on their day off (example: pre-trial hearing, trial, court at the Third Circuit Court, etc.), shall be compensated as prescribed in Article 21 of the Agreement.

Day Shift - appearance while working.

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

- h. Prescheduled overtime (STAR details, Reserve details, etc.) must be worked prior/after the employee's eight-hour shift or on their day off.

Employees can also volunteer to cover additional shifts as long as it does not cause them to work more than three consecutive 12-hour shifts and allows at least eight hours off in between shifts. Generally, only one block of overtime will be permitted. This is not to exceed 12 hours of work on any given day.

- i. The Chief of Police retains all rights to approve or deny employee requests for time off and to reassign employees pursuant to management rights.
4. The parties recognize that the agreement to go to a 12-hour shift schedule was based on numerous factors, but that an absolute and unqualified condition of the City's agreement to agree to this change was based on the understanding of the parties that the modification to a 12-hour shift schedule would be essentially cost neutral to the City. Both the City and the Unions recognize that there are a variety of 12-hour shift schedules, some of which include an increase in work schedules during a two-week pay period. These schedules increase hours of work from 80 hours to 84 hours. The Union specifically proposed this 80-hour schedule to achieve the cost neutrality required by the City. The parties further agree that any changes in the future to the 12-hour shift schedule shall continue to satisfy the objective of maintaining essential cost neutrality. The language of this paragraph will be contained in any future collective bargaining agreement which contains any form of a 12-hour shift schedule.

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

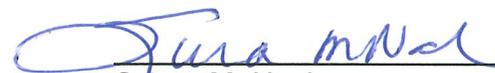
POLICE OFFICERS ASSOCIATION OF MICHIGAN

CITY OF LIVONIA, a Michigan Municipal Corporation


Kenneth E. Grabowski
Business Agent

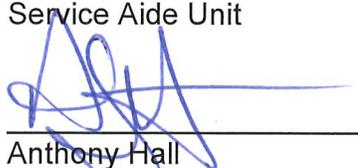
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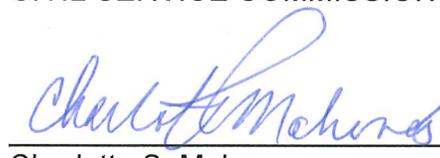

Maureen Miller Brosnan
Its Mayor


Susan M. Nash
Its City Clerk

LIVONIA POLICE OFFICERS ASSOCIATION, UNIT B – Police Service Aide Unit

CIVIL SERVICE COMMISSION


Anthony Hall
Its President


Charlotte S. Mahoney
Chairperson


Michael Arakelian
Its Vice President


James Wenson
Commissioner


Amanda Hall
Its Secretary


Roger L. Spence
Commissioner

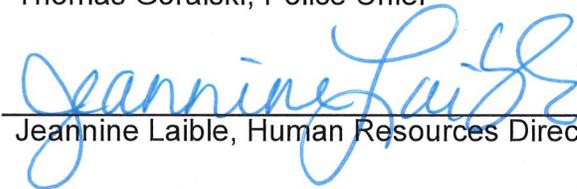

Cameron Koss
Its Treasurer

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

Reviewed and Approved for Accuracy and Form:



Thomas Goralski, Police Chief



Jeannine Laible, Human Resources Director

N/A

Michael T. Slater, Director of Finance



Paul A. Bernier, City Attorney



Gregg T. Schultz, Labor Attorney

LETTER OF AGREEMENT
between
THE LIVONIA POLICE OFFICERS ASSOCIATION OF MICHIGAN (POLICE SERVICE AIDE UNIT – UNIT B)

THIS LETTER OF AGREEMENT is entered into this _____ day of September 2023, by and between the City of Livonia (“City”) and Livonia Police Officers Association, Police Service Aide Unit (POAM) (“Union”).

WHEREAS, the bargaining unit contract(s) provide for the BCBS Blue Choice plan in Article 18 of the PSA contract;

WHEREAS, the contracts already provide an option to reopen the Agreement for the sole purpose of negotiating a change in the third-party administrator from Blue Cross/Blue Shield (LPOA-PSA in 18.11, LPOA in 27.13, and LCOA in 20(F));

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

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

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

1. The parties agree that the City may investigate and contract with other plan(s) and provider(s) other than the named provider (BCBS).
2. Relative to the plans named in the contract, the City may offer plans that are not provided by BCBS, but that provide *substantially similar* coverage.
3. For the purposes of this Agreement, “substantially similar” shall mean that the proposed replacement plan(s) offer at least the levels of coverage specified by Article 27 for each of the specified plans, in regard to the following items; coverages and co-pays will be the same or better than that specified in Article 18 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

By: Maureen Miller Brosnan
MAUREEN MILLER BROSNAN

Its: Mayor

By: Jeannine Laible
JEANNINE LAIBLE
Its: Human Resources Director

LIVONIA POLICE OFFICERS ASSOCIATION, POLICE SERVICE AIDE UNIT (POAM)

By: Anthony Hall
ANTHONY HALL

Its: President

By: Michael Arakelian
MICHAEL ARAKELIAN

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

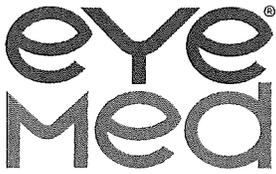
Prescription Drug Coverage	Base Plan	Alternate Plan
Generic Drug Copay	\$10	\$10
Preferred Brand Drug Copay	\$25	\$25
Non-Preferred Drug Copay	\$50	\$50
Specialty Drugs	See Below**	See Below**

* 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.



City of Livonia

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

APPENDIX A

CITY OF LIVONIA
 Police Service Aide
 2023-2026 Wage Schedule
 Effective 12/1/2023

		3%			2.5%			3.5%		
		2023-2024			2024-2025			2025-2026		
		HOURLY	BI-WEEKLY	ANNUAL	HOURLY	BI-WEEKLY	ANNUAL	HOURLY	BI-WEEKLY	ANNUAL
POLICE SERVICE AIDE	STEP 1	\$18.82	\$1,505.60	\$39,145.60	\$19.29	\$1,543.20	\$40,123.20	\$19.97	\$1,597.60	\$41,537.60
	STEP 2	\$19.81	\$1,584.80	\$41,204.80	\$20.31	\$1,624.80	\$42,244.80	\$21.02	\$1,681.60	\$43,721.60
	STEP 3	\$20.79	\$1,663.20	\$43,243.20	\$21.31	\$1,704.80	\$44,324.80	\$22.06	\$1,764.80	\$45,884.80
	STEP 4	\$21.74	\$1,739.20	\$45,219.20	\$22.28	\$1,782.40	\$46,342.40	\$23.06	\$1,844.80	\$47,964.80
	STEP 5	\$22.73	\$1,818.40	\$47,278.40	\$23.30	\$1,864.00	\$48,464.00	\$24.12	\$1,929.60	\$50,169.60
	STEP 6	\$23.72	\$1,897.60	\$49,337.60	\$24.31	\$1,944.80	\$50,564.80	\$25.16	\$2,012.80	\$52,332.80

Progression between steps is six (6) months. At the successful completion of the Police academy employee will be advanced to step 3 if not already at or above step 3.