

AGREEMENT

BETWEEN

CHARTER TOWNSHIP OF NORTHVILLE

AND

**NORTHVILLE TOWNSHIP
COMMAND OFFICERS ASSOCIATION OF
MICHIGAN
(COAM)**

January 1, 2024 through December 31, 2027

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ARTICLE 1 – AGREEMENT

- 1.1 This Agreement is made and entered into by and between the Township of Northville, Wayne County, Michigan (hereinafter referred to as the "Employer") and the Command Officers Association of Michigan (COAM), (hereinafter referred to as the "Union") and its local affiliate, the Northville Township Command Officers Association (hereinafter referred to as the "NCOA").
- 1.2 Whereas, the Union and its local affiliate, the NCOA, is recognized by the Employer as the sole and exclusive bargaining unit for all officers holding the rank of Sergeant, Lieutenant, Captain, and Communications Systems Coordinator.
- 1.3 Whereas, the Employer and the COAM are desirous of continuing to work harmoniously together, to promote and maintain high standards of police conduct, efficiency, and service, and to provide such high quality police service for the benefit of the citizens of the Township of Northville.

This Agreement is made and entered into by the parties.

ARTICLE 2 – RECOGNITION

- 2.1 The Employer recognizes the COAM as the exclusive bargaining representative of all sergeants, lieutenants, captains, and communications systems coordinators of the Employer, but excluding the Director of Public Safety, the Chief of Police, the Deputy Chief and all other employees who would be excluded by State Law, and such will constitute the bargaining unit, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment in that bargaining unit.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.1 The Employer hereby retains, on behalf of the Township Board of Trustees and its electors, and reserves unto itself, without limitation, all powers, rights, authority, duties, responsibilities and privileges conferred upon it or vested in it by the ordinances, statutes, and Constitution of Michigan and of the United States; the right to hire, promote, suspend, lay-off, discharge, or discipline for just cause and to maintain fair discipline and efficiency of employees is the sole responsibility of and vested exclusively in the Employer.
- 3.2 Further, all rights which are inherent in or exercised by employers, except those which are specifically relinquished herein, are retained, reserved, and vested in the Employer, without limitation.
- 3.3 The Employer does have the right to manage its affairs efficiently and economically, including the determination of quantity and quality of services

- rendered to the public, of equipment to be used, purchased, or sold, and of the commencement and cessation of any services.
- 3.4 The Employer does have the right to introduce new methods, processes, and equipment and to change, eliminate, and institute technological changes, supplies, and equipment.
 - 3.5 The Employer does have the right to determine the number, location, and type of facilities, installations, equipment, and supplies.
 - 3.6 The Employer does have the right to determine the size of the work force, and increase or decrease its size, to hire new employees, to assign and lay off employees, to reduce the work day or the work week, or effect reductions in hours worked by combining lay-offs and reductions in work day or work week, to direct the work force, assign the type and location of work assignments, and determine the number of employees assigned to any duty or task.
 - 3.7 The Employer does have the right to establish, change, combine, or discontinue job classifications (wage rates for new classification in the bargaining unit will be bargained and agreed upon with the Union).
 - 3.8 The Employer does have the right to determine lunch, starting and quitting times, and the number of hours to be worked, to establish work schedules, work standards, and the methods, processes, and procedures by which such work is to be performed.
 - 3.9 The Employer does have the right to discipline, suspend, and discharge employees for just cause and to adopt, revise, and enforce Township and departmental rules and regulations (including rules and regulations as to appearance of employees) and to carry out cost containment and general improvement programs.
 - 3.10 The Employer does have the right to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform the available work and to establish training requirements for purposes of maintaining or improving professional skills of employees for the purpose of advancement.
 - 3.11 The Parties understand and agree that the foregoing designations of the rights of management and the employer's prerogatives will not be deemed to exclude other rights or prerogatives not enumerated, and except as specifically abridged, delegated, modified or granted by this Agreement, all of the rights, powers and authority the Employer had prior to the signing of this Agreement are retained by the Employer and remain exclusively and without limitation the rights of the Employer.

- 3.12 Employer does have the right to implement policies, procedures and work rules designed to increase safety and efficiency within the department which do not conflict with any provision of this Collective Bargaining Agreement.

ARTICLE 4 – EQUAL RIGHTS

- 4.1 The Union agrees that in the membership and conduct of its organization, the Union will not discriminate on the basis of race, creed, color, national origin, or sex and to represent all employees of the bargaining unit equally.
- 4.2 The Employer agrees to continue its policy of not discriminating against any employee of the bargaining unit on the basis of race, creed, color, national origin, or sex or on the basis of union membership as such.

ARTICLE 5 – UNION RIGHTS

- 5.1 The Union and its members will have such rights as provided by the ordinance of the Township of Northville, the statutes of Michigan and of the United States and the constitutions of Michigan and the United States. Further, the Union and its members will have such rights as are provided for either or both in this Agreement.
- 5.2 Each member of the Union will have the right to inspect that member's personnel file kept by the human resources department and may receive a copy of any writing placed therein, upon request.
- 5.3 Each member of the COAM will have the right to inspect that member's personnel file kept by the Director of Public Safety or his/her designee and may receive a copy of any writing placed therein, upon request.
- 5.4 Association Meetings. Meetings of the officers of the COAM may be conducted at a Township facility, insofar as these meetings shall not disrupt the other employees from their normal work. Forty-eight hours prior notice will be given to the Director of Public Safety or his/her designee when the use of a Township facility is needed.

ARTICLE 6 – AUTHORIZATION FOR DUES/FEEES DEDUCTION

- 6.1 An NCOA employee may sign an authorization for deduction of dues/fees for membership in the Union. The authorization for deduction of dues/fees may be revoked by the NCOA member upon written notice to the Employer, with a copy to the Union.
- 6.2 The amount of dues/fees will be designated by written notice from the Union to the Employer. If there is a change in the amount of dues/fees, such change will become effective the month following transmittal of the written notice to the Employer. The Employer will deduct the dues/fees once each month from the pay of the employees that have authorized such deductions.

- 6.3 Deduction of dues/fees will be remitted to the Union at 27056 Joy Rd., Redford, MI, 48239-1949. In the event a refund is due to an employee for any sums deducted from wages and paid to the Union, it will be the responsibility of such employee to obtain the appropriate refund from the Union.
- 6.4 If an authorized deduction for an employee is not made, the Employer will make the deduction from the employee's next pay after the error has been called to the Employer's attention by the employee or Union.
- 6.5 The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the agreement.
- 6.6 Unless otherwise provided in this article, all matters pertaining to an NCOA employee establishing or reestablishing membership in the Union, including requirements established by the Union for providing paid services to non-union NCOA employees, will be governed by the internal conditions mandated by the Union pursuant to its authority under section 10 (2) of the Public Employment Relations Act.

ARTICLE 7 – NEGOTIATING COMMITTEE

- 7.1 One member of the negotiating committee who is on duty during scheduled negotiations, mediation, or arbitration leading to the contract shall be given the necessary time off without loss of pay or benefits. The Negotiating Committee will participate in "good faith" bargaining with the Employer. In addition to negotiations, mediation, or arbitration, the Negotiating Committee will be afforded an annual leave time bank of 50 hours to attend conferences, workshops, training, etc. This leave bank will not roll over year to year.
- 7.2 The Employer will release one member of the negotiating committee for arbitration hearings scheduled during his/her normal working hours.
- 7.3 The Employer will release one member of the negotiating committee to attend the State COAM convention for a maximum three days without loss of pay or benefits, subject to there being no more than two other command officers and/or the Communications Systems Coordinator on leave at the time.

ARTICLE 8 – BULLETIN BOARD

- 8.1 Bulletin Board. A bulletin board will be used for the purpose of displaying the activities of the COAM. The bulletin board will be in the squad room and will be supplied by the Employer. This bulletin board will be new when put up. The minimum size will be 36" by 48". The COAM may designate person(s) to maintain the bulletin board. Bulletin boards used will be restricted to official organization materials:

- 8.2 Political Campaign Material. Material which reflects upon Northville Township, the Employer, or any of its employees in a detrimental manner or any material intended solely for the personal use of any employee will not be posted.

ARTICLE 9 – SENIORITY

- 9.1 Employees will acquire seniority from most recent date of hire.
- 9.2 It is understood that command officers are promoted to their position from the ranks of Police Officer, and the Communications Systems Coordinator is promoted from the position of Public Safety Officer/Records Clerk, and as such, their seniority will not be affected by such promotion.
- 9.3 An up-to-date seniority list will be furnished to the COAM upon request.
- 9.4 An employee will lose his/her seniority for the following reasons:
- a) If the employee resigns or retires;
 - b) If the employee is discharged, and not reinstated;
 - c) If the employee is absent from work for three working days, without properly notifying the Employer, unless the reason for such absence is a permitted absence under the provisions of this Agreement;
 - d) If the employee does not return to work at the end of an approved leave without a reasonable and valid excuse;
 - e) If the employee does not return to work within seven calendar days following recall from a layoff;
 - f) If the employee is off active duty for more than one year, or up to two years if the employee is off active duty for a life-threatening illness or duty related injury.
- 9.5 Probation. Any employee promoted to the command unit from a position as Police Officer with the Northville Township Police Department will be required to serve a 12-month probationary period, following the release from training. Any employee promoted from within the bargaining unit will also serve a 12-month probation period following the release from training. If the Employer is not satisfied with the employee's performance during that period, the Employer will have the right to demote the employee to his/her former classification. This decision will not be subject to the grievance procedure. The Communications Systems Coordinator will also serve a 12-month probationary period.

ARTICLE 10 – GRIEVANCE PROCEDURE

- 10.1 Purpose. The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings will be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein will be construed as limiting the right of an employee with a grievance to discuss the matter informally with any appropriate member of the administration.
- 10.2 Definitions
- a) A "grievance" is a claim based upon an event or condition which affects the conditions or circumstances under which an employee works, allegedly caused by a violation of a provision or term of this Agreement or existing law.
 - b) The term "employee" includes any member of the bargaining unit covered by the Contract.
 - c) There shall be one "steward" and an alternate steward who must be members of the COAM and designated as such to the Employer.
- 10.3 The steward will be permitted to leave his/her work, after obtaining approval of his/her respective supervisor and recording his/her time, for the purpose of adjusting grievances in accordance with the grievance procedure and for reporting to the grievant a change in status of his/her grievance. Permission for the steward to leave his/her workstation will not be unreasonably withheld. The steward will report his/her time to his/her supervisor upon returning from a grievance discussion.
- 10.4 The privilege of the steward to leave his/her work during working hours, without loss of pay, is extended with the understanding that the time will be devoted to the prompt handling of grievances and will not be abused, and that he/she will continue to work at his/her assigned job at all times except when permitted to leave his/her work to handle grievances.
- 10.5 Presentation of Grievance. The employer and the COAM support and subscribe to an orderly method of adjusting employee grievances. To this end, the Employer and the COAM agree that an employee, with or without his/her Steward, must first bring his/her problem or grievance to the attention of his/her immediate supervisor, informally, who will attempt to resolve the grievance.
- 10.6 Step 1: If the grievance is not settled informally, it will be discussed by the employee with the Steward. It will be reduced to writing, giving the facts, citing the articles of the contract alleged to be violated, and stating the specific remedy requested and will be signed by the employee; and if the COAM determines it to be meritorious, submitted to the immediate

supervisor no later than ten calendar days from and after the occurrence of which the grievance is based. The supervisor will consider the matter and will give his/her written decision within ten calendar days of his/her receipt of the written grievance.

- 10.7 Step 2: If the grievance is not resolved within seven calendar days following the supervisor's written answer in Step 1 to the satisfaction of the employee grieving, said grievance will be submitted to the Director of Public Safety or his/her designee, who will reply in writing within seven calendar days from receipt of the grievance. A meeting between the Director of Public Safety or his/her designee and the Steward will be held to discuss the grievance within the seven-calendar day period.
- 10.8 Step 3: If the employee grieving feels the disposition in Step 2 is unsatisfactory, the steward, within seven calendar days, may submit the grievance, in writing, to the Township Manager or his/her designee, who will reply, in writing, within seven calendar days from receipt of the grievance. A meeting between the Township Manager or his/her designee and the steward will be held to discuss the grievance within the seven-calendar day period.
- 10.9 Step 4: If the employee grieving feels the disposition in Step 3 is still unsatisfactory, the COAM may request (in writing to the Township Manager or his/her designee) binding arbitration within 30 calendar days from the last action in Step 3. Upon such written notice to the Township Manager or his/her designee requesting arbitration, the parties will attempt to select an Arbitrator on an Ad Hoc basis. In the event the parties cannot agree upon an Arbitrator within five calendar days, the Union will make a request to MERC or FMCS. The parties will be bound by the rules and procedures of the Agency in the selection of the Arbitrator. All proceedings and the selection of the Arbitrator will be in accordance with the then applicable rules and procedures of the Agency applicable to labor grievances. The Arbitrator so selected will hear the matter promptly and will issue his/her decision no later than 30 days from the date of the close of the hearing. The Arbitrator's decision will be in writing and will set forth his/her findings of facts, reasonings, and conclusions on the issue(s) submitted. The power of the Arbitrator stems from this Agreement and his/her function is to interpret and apply this agreement and to pass upon alleged violations thereof. He/She will have no power to add to, subtract from, or modify any terms of this Agreement, nor will he/she have any power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the Arbitrator will be final and binding upon the Employer, the COAM and the grieving employee.

The costs of the Arbitrator's services, including his/her expenses, will be borne equally by the COAM and the Employer. Each party will pay for its own expenses.

10.10 Miscellaneous:

- a) No grievance, verbal or written, withdrawn, or dropped by the grieving employee or Steward or COAM or granted by the Employer, prior to the final step of the grievance procedure, will have any precedent value. The preceding sentence applies only to grievances resolved after the effective date of this Contract.
- b) During the pendency of any proceedings, and until a final determination has been reached, all proceedings will be private and any preliminary disposition will not be made public without the agreement of all parties, subject to both parties and the Arbitrator acting in full compliance with the requirements of the Open Meetings Act, being Act 267, P.A. of 1976, Sections 15.261 , et seq, MCLA, to the degree any of the provisions thereof are applicable.
- c) There will be no reprisals of any kind by the COAM or the Employer taken against the grieving employee, any party in interest, or the Steward or the COAM, or any other participant in the procedure set forth here, by reason of such participation, but the foregoing will not be interpreted to mean that the Employer waives any discipline of the grieving employee for the transactions or occurrence out of which the grievance arose.
- d) All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file kept by the Human Resources Department.
- e) No employee will be discharged, suspended, reduced in rank, or otherwise disciplined except for just cause. The Employer will take disciplinary action as to an employee's acts or omissions within a reasonable amount of time after the Employer learns of the same. The claim of any employee who has been unjustly discharged, suspended, reduced in rank, or otherwise disciplined, will be processed as a grievance, and the said employee will be entitled to all the procedures as set forth above, Steps 1 through 4, including binding arbitration.
- f) Probationary employees do not have a right to the grievance procedure for failing to satisfactorily complete their probation period. Probationary employees have the right to the grievance procedure for the purposes of collective bargaining in respect to rates of pay, wages, and hours of employment.

ARTICLE 11 – OVERTIME

- 11.1 An employee called in for duty for other than the employees scheduled shift, will receive a minimum of three hours pay at one and one-half times the regular rate of pay, or he/she will receive one and one-half times his/her regular rate for each hour or fraction thereof actually worked, whichever is the greater.

- 11.2 This Section covers all hearing agencies, both criminal and civil. Civil proceedings must have arisen from the employee's official duties. The Employer agrees that employees required to attend court proceedings, while off duty, may return home after court attendance provided all supplemental reports are completed. Payment for these hours will follow the guidelines established in Section 12.1 of the contract between the Union and the Employer.
- 11.3 An employee authorized and directed by the Director of Public Safety or his/her designee to utilize the employee's own motor vehicle in attending the legal proceedings specified in Article 12, Section 12.1, will be reimbursed for all costs incurred at a rate equal to the IRS standard for mileage reimbursement to and from the station.
- 11.4 When an employee is placed on stand-by status by the Director of Public Safety or his/her designee, while off duty, the employee must remain at a designated location within the reasonable distance of the Township, approved by the Director of Public Safety or his/her designee, in a status of being ready for immediate assignment to duty via a telephone call to the designated location. For all time that the employee is on stand-by status, the employee will be paid at the rate of straight time equal to two hours of straight time for every four hours of stand-by status, or portion thereof.
- 11.5 When a command officer or the Communications Systems Coordinator is called in for any other duty while off duty, or if the command officer or the Communication Systems Coordinator works beyond the normal shift, they will be compensated at the rate of straight time plus one-half. In this respect, the Director of Public Safety or his/her designee will rotate the available overtime among the command officers, without regard to seniority to the degree reasonable, to attempt to equalize the overtime assigned the command officers.

ARTICLE 12 – FUNERAL LEAVE DAYS / JURY DUTY

- 12.1 Funeral Leave Days: Each full-time employee will be granted time off with pay at the straight time rate to attend, make plans, arrangements, and travel to a funeral in accordance with the following procedure:
- 12.2 In the event of a death in the immediate family, the full-time employee will be granted day of death through day of funeral, not to exceed five days. Immediate family is defined as spouse, life-partner (must cohabit), children, father, mother, brother, and sister of employee or of spouse. In the event of the death of a grandparent of an employee or an employee's spouse, a full-time employee may be granted time off between the day of death and the day of the funeral, not to exceed two days.

- 12.3 A full time employee will be granted the day of the funeral in the event of a death to aunts, uncles, nieces and nephews of the employee and to aunts and uncles of the employee's spouse.
- 12.4 The compensation to be paid for funeral leave days will not be paid unless the full-time employee is otherwise regularly scheduled to work the funeral leave day(s). To the degree the funeral leave days include days when the employee is not regularly scheduled to work, the employee will not be paid for the same.
- 12.5 Jury Duty: Employees who are called upon to serve jury duty will be compensated at their regular rate of pay for days or hours lost. The employee, for all other purposes, will be treated as if the employee worked for that period. The employee must provide verification of jury duty services. In the event the employee is excused from jury duty four hours or more before the end of the employee's regular workday, the employee must report for work for the remainder of the workday. The employee who serves jury duty during the day will not be required to work their regularly scheduled preceding day's night shift, without loss of pay and benefits, or the day of jury duty, unless it is more than four hours before the start of the employee's regular workday.

ARTICLE 13 – PERSONAL BUSINESS DAYS

- 13.1 Upon notification to the Employer, not less than 24 hours prior to the beginning of the shift, and with approval by the Employer, except in case of emergency, an eight-hour employee will be allowed 60 hours noncumulative Personal Business Days, a 12-hour employee will be allowed 60 hours noncumulative Personal Business Days, with pay, per year for personal business.
- 13.2 Personal Business Days may be used for personal business of the full-time employee. Only one full-time employee will be allowed personal business days on the same day.
- 13.3 Personal Business Days may be added at the option of the full-time employee to said full time employee's regularly scheduled and approved vacation days.
- 13.4 Personal Business Days will not be accumulated and must be taken during the Employer's fiscal year of January 1 to December 31, or the unused days will be lost forever.
- 13.5 Command officers and the Communications Systems Coordinator, who are promoted or reassigned mid-year, will carry their existing Personal Business bank with them, without reduction of hours at promotion or reassignment.

- 13.6 Employees required by the Employer to be on call 24 hours a day, 365 days a year, will receive 40 hours of additional personal business time.
- 13.7 Employees on call for only a portion of a year will be compensated on a pro-rated basis by dividing the additional 40 hours of personal business time by 12 and multiplying by the number of months the employee is on call.

ARTICLE 14 – VACATION

- 14.1 Each full-time employee of the bargaining unit, whether probationary or vested with seniority, will be entitled to the following vacation days with pay at the regular straight time pay:
 - a) Date of hire – 48 vacation hours
 - b) One year - 88 vacation hours
 - c) Two years - 96 vacation hours
 - d) Three years - 120 vacation hours
 - e) Four years - 144 vacation hours
 - f) Five years or more -160 vacation hours
 - g) Beginning in the sixth year of service, an employee will be given an additional 12 vacation hours per year of service to a maximum of 208 hours per year.
- 14.2 Vacations will be earned by computing the number of years service of the employee from the date of hire through the anniversary date of the calendar year immediately prior to the calendar year in which the vacation days are to be taken. The anniversary and hire date will be the date of the employee being first employed by the Employer, provided the employee will not have terminated the employment and subsequently returned to employment, in which instance the most recent commencing date of employment will be utilized to determine the hire and anniversary date.
- 14.3
 - a) Employee's preferences as to the designation of when vacation days will be utilized will be accepted by the Employer, subject to the Employer's ability to maintain the highest standard of police service to the Township and scheduling necessarily incident thereto will take precedence.
 - b) Vacation Schedule 12-hour shift
 - 1. Vacation preference requests will be bid twice yearly at the same time shift bid is conducted for the period of October through April and April through October. Personnel will submit their request for

vacation preference at the same time a shift preference is submitted. Personnel will only be allowed to bid for the amount of vacation they have in their bank or time that will be earned during the same six-month bid period. The following amount of vacation time can be submitted based on seniority.

(1) Personnel with 1-5 years of service may bid for up to two weeks of vacation within the six-month period.

(2) Personnel with 6-10 years of service may bid for up to three weeks of vacation within the six-month period.

(3) Personnel with 11-22 years of service may bid for up to four weeks of vacation within the six-month period.

(4) Personnel with 23 years of service may bid for five weeks of vacation within the six-month period.

2. Selection for vacation will be made by bargaining unit seniority. Personnel may bid for vacation 30 days prior to the shift bid selection dates. If such employee does not choose to bid for vacation at that time, seniority will not prevail for the assignment of vacation time.
3. The requested vacation leave will be granted at the discretion of the Director of Public Safety or his/her designee. Vacation selection will be conducted on a shift basis. In the event of conflict, the employee with the most seniority will be entitled to vacation preference.
4. Vacation requests within the shift bid period will be considered on first come first serve basis, primarily depending on the operational needs of the department. Vacation day requests outside of the twice yearly bid will not cause overtime.
5. Employees will be permitted one occurrence during their six-month shift assignment to request a mini vacation of up to three consecutive vacation days. This request must be submitted at least 30 days prior to the occurrence. This occurrence may be granted if employees from the same shift are not already scheduled for a vacation period. All other vacation day requests made after the conclusion of the bid cannot cause overtime or cause staffing to fall below established Employer minimums at the time of the approval of the request.

- 14.4 Upon an employee resigning or retiring from employment and provided said employee will then not be subject to any discipline by the Employer, the employee will be paid for their vacation earned to the effective date of their

termination or retirement as prorated for whatever year of credited service is applicable to the calendar year within which the effective date falls. In the event of death, the employee's dependents, if designated, or the estate of the deceased employee, will be paid any accrued vacation pay otherwise due the decedent as of the date of death.

- 14.5 Vacation days under this Agreement should be utilized each year. An employee may use the time in five-day increments. There will be no accumulation of greater than the number of days which when added to the next year's eligibility would equal more than 280 hours.
- 14.6 The Employer will not require an employee to designate their whereabouts while on vacation, unless the Employer has a genuine concern on an impending emergency necessitating possible contact with the employee while on vacation for the purpose of the employee returning to work to assist with the emergency condition. All reasonable expenses incurred for early return will be reimbursed by the Employer to the employee who is ordered to return early from vacation to assist with the emergency condition.
- 14.7 If an employee becomes sick or is injured during the employee's scheduled vacation, the employee may, upon notification to the Director of Public Safety or his/her designee, and upon presentment of specific and detailed medical certification, charge the time off to sick leave consistent with the provisions of Article 30, and have the period of illness or injury credited to the employee's vacation time off, to be re-scheduled consistent with the provisions of Article 15.

ARTICLE 15 – UNIFORM ALLOWANCE

- 15.1 In recognition of the actual cost to employees, the Employer agrees to replace, repair, refurbish, and provide a cleaning service to maintain care for uniforms as prescribed by policy E-15 in lieu of providing a uniform allowance. The Employer further agrees to issue and replace body armor to the standards set by policy O-3. The Employer will not change uniform requirements if there is a financial impact to the employee.

Personnel working in designated special assignments with alternative appearance standards will be reimbursed upon presentation of a completed reimbursement form, approved by the Director of Public Safety or his/her designee, via accounts payable, for up to \$800 per calendar year for work attire clothing costs under the working condition fringe benefits provisions established by the IRS.

- 15.2 The Employer will provide newly hired or promoted officers with the required uniform items as identified in the Uniform Specifications Policy.
- 15.3 Upon promotion to a rank where it would be necessary to issue new shirts and

uniform jacket, the officer will receive five short sleeve shirts, five long sleeve shirts, and one jacket, i.e., Sergeant to Lieutenant where Sergeant stripes would have to be taken off.

- 15.4 Upon the death, retirement, discharge, termination, or pursuant to the terms of any discipline, all original issue of clothing, uniforms, and equipment, must be returned and delivered over to the Employer, who upon such occasions will be deemed to have full and sole legal title and right to possession of same.
- 15.5 Weapons Proficiency Allowance: An annual weapons proficiency allowance of \$300) per year will be paid to each employee for successfully qualifying with their weapons. Payment will be made in the first pay period in December of each year.
- 15.6 The Employer will provide the Communications Systems Coordinator with the required uniform items as identified in the Uniform Specifications Policy.

ARTICLE 16 – HOLIDAYS

- 16.1 As of the effective date of this Agreement and for the term hereof, each full-time employee will be entitled to receive the following holidays:
 - 1) New Year's Day
 - 2) Martin Luther King Jr. Day
 - 3) President's Day (as the same is designated for the purposes of the Employer's governmental functions)
 - 4) Good Friday (entire day)
 - 5) Memorial Day (as the same is designated for the purposes of the Employer's governmental functions)
 - 6) Independence Day
 - 7) Labor Day
 - 8) Thanksgiving Day
 - 9) Day after Thanksgiving
 - 10) Christmas Eve
 - 11) Christmas Day
 - 12) New Year's Eve

- 16.2 When such holidays fall on a day when the command officer or Communications Systems Coordinator is required to work, the command officer or Communications Systems Coordinator will be paid at the rate of straight time plus ½. Holiday pay will also be paid as provided in 16.3.
- 16.3 Employees will receive payment of such holidays (8 hours each) designated in 16.1, and it will be made in the first pay in December. Employee must be actively employed to receive credit for a holiday. Holiday pay will be retroactively paid on a January – December basis.
- 16.4 In the event that the Township Supervisor or his/her designee closes Township Hall to regular business due to extenuating circumstances, employees of this bargaining unit will be paid as provided in 16.2 for that closure.

ARTICLE 17 – WORK SCHEDULE

- 17.1 Work schedules must be posted at least 28 days prior to the commencement of the work scheduled therein. The work schedule will assign duty for a two-week period. Work schedules will not be altered without 48 hours advance notice to the employee, unless the Employer is presented with a need to maintain police service due to an emergency occurring within such 48-hour period that could not have been reasonably anticipated or due to other employees utilizing days or hours off work which were not notified to the Employer prior to said 48 hour period. Upon approval of the Director of Public Safety or his/her designee, and not less than 24 hours in advance, employees may trade work days. The Employer agrees not to change command officers' days off in order to avoid paying overtime.
- 17.2 Employees will be granted eight consecutive hours between work shifts without requiring the use of leave time.
- 17.3 Shift Preference: An employee will be placed on his/her requested shift provided his/her seniority is greater than any other employee bidding for the shift. Shift preference will be subject to approval from the Director of Public Safety or his/her designee, whose decision will be final and not subject to the grievance and arbitration procedure, unless such denial is arbitrary, capricious, or without rational basis in fact.
- 17.4 Except in emergency situations that could not be reasonably anticipated, or where the officer requests a schedule change, all employees will receive time and one-half for hours worked after completing seven consecutive days of service, commencing on the eighth day of consecutive service.
- 17.5 Schedule Adjustments for Training on a 12 – hour shift:
 - a. Training on leave days:
 - i. If the training is scheduled for less than eight hours, the employee will receive, at his/her choice, overtime pay or compensatory time.

- ii. If the training is scheduled to last 8-12 hours, the employee will receive credit for one adjusted 12-hour leave day, to be taken with approval of the Director of Public Safety or his/her designee in the same pay period or the following pay period.
- b. Training on workdays:
- i. If the training is scheduled for less than eight hours, upon completion, the employee will be required to return to the department and work the duration of his/her normal shift.
 - ii. If the training is scheduled to last 8-12 hours, the training will fulfill the employee's 12-hour work day.
- c. Extended Schools. If the employee is being sent to a school scheduled for five days or more, the employee will be reassigned to a 40-hour work week as follows:
- i. An employee attending a school during his/her long work week will receive one adjusted leave day so that a total of 76 hours will be worked during the pay period. The employee will receive pay for 80 hours.
 - ii. An employee attending a school during his/her short work week will receive one adjusted leave day, plus an additional eight hours adjusted leave so that a total of 80 hours will be worked during the pay period. At least the 12-hour adjusted day will be used prior to commencement of school, and the 8-hour adjusted day used where necessary.

17.6 Shift Differential. The Employer will pay, on a bi-weekly basis, shift differential in the amount of 1.5% of the employee's regular hourly rate to those employees whose assigned shift is the night-shift, currently deployed as Charlie and Delta Squad. In the event a day-shift employee is assigned to shift coverage on the night-shift, caused by sick call-in, personal leave, vacation leave, emergency call-ins, or staffing shortage, between the hours of 18:00-06:00, that employee will be entitled to the shift differential. Shift differential will not apply to day-shift employees whose shift is extended due to follow-up, special events, or details.

ARTICLE 18 – SAFETY

18.1 All patrol vehicles and component equipment will be maintained by the Employer in good repair. An employee will have the right to notify the Director of Public Safety or his/her designee of any vehicle safety problem, which will be investigated by the Director of Public Safety or his/her designee, and such action as determined appropriate will be undertaken, provided that if such determination is not agreeable to the employee, the employee may present the problem within 24 hours to the Township Manager or his/her

designee for determination, whose determination will be final and will not be subject to the grievance procedure or arbitration.

- 18.2 When a member of the bargaining unit suspects a vehicle safety problem, he/she may bring it to the attention of the Director of Public Safety or his/her designee. The vehicle will then be inspected by an appropriate mechanic and repaired if necessary.

ARTICLE 19 – WAGES AND HOURS

- 19.1 Employees holding the rank of Sergeant will receive a salary which is 18% higher than that of a senior Northville Township Police Officer for the duration of the contract.
- 19.2 Employees holding the rank of Lieutenant will receive a salary which is 28% higher than that of a senior Northville Township Police Officer for the duration of the contract.
- 19.4 Employees holding the rank of Communications Systems Coordinator will receive a salary which is 18% higher than that of a senior Northville Township Public Safety Officer for the duration of the contract.
- 19.5 Direct Deposit of Paychecks. The employee will be required to have his/her pay directly deposited into the bank or savings and loan institution of his/her choice. Said deposit will be made on the same day as paychecks are normally issued by the department.
- 19.6 The workday will consist of a regular shift. The work week will accord, subject to the Employer's regular period for payment, to a 40-hour week so that the total regular work hours based on the aforesaid regular work shift equals 2,080 hours per year from April 1 through March 31. The Union and employees understand that due to the Employer's biweekly manner of payment, and the scheduling of work on a 14 day basis, there are times when more than 40 hours are worked in a calendar week, but so long as no more than 160 hours are worked in any two consecutive pay periods constituting four weeks, no overtime is attributable to the time worked unless the time worked is in excess of the regular work shift on a particular day.
- 19.7 Nothing contained in this section or this Agreement will be construed or constituted as a guarantee of hours to be worked per shift of shifts worked per any period of time. No pay will be paid for hours not worked.

ARTICLE 20 – OUTSIDE EMPLOYMENT

- 20.1 Employees understand that the nature of their employment with the Employer is full-time, and they are subject to being called to duty any time on any day and said employees further understand that as employees of the Employer and sworn police officers, they must guard against conflict of interest and the appearance of impropriety. Therefore, no employee will be

permitted to engage in part-time or any outside employment without first obtaining the prior written approval of the Director of Public Safety or his/her designee.

- 20.2 In the event the Director of Public Safety or his/her designee denies part-time or outside employment, he/she will, upon request of the employee involved, state his/her reasons in writing. The decision of the Director of Public Safety or his/her designee is final and not subject to the grievance and arbitration procedure, unless such denial is arbitrary, capricious, or without rational basis in fact.

ARTICLE 21 – POLITICAL ACTIVITY

- 21.1 Employees, subject to any prohibitions set forth in the Statutes of Michigan or of the United States to the contrary, may participate as individual citizens in political activity while off duty and out of uniform, provided no employee may state or permit such activity, to be the activity, participation, position or involvement of the employer, or its elected officials, and provided further that no employee may in said employee's own behalf run for, politic for, or campaign for public office in the Township of Northville, whether elected or appointed, nor may any employee hold such an elected or appointed public office in the Township of Northville.

ARTICLE 22 – LIFE, HEALTH, AND DISABILITY INSURANCE

- 22.1 The following Health Care Plans will be provided by the Employer to full-time employees as of the date of signing of this Agreement. However, the Employer will have the right to change the insurance carriers and plans relative to medical, dental, and vision coverage so long as comparable coverage is provided.

Dental – 100/75/50 co-insurance, \$1,000 calendar year maximum, Ortho 50% co-insurance - \$1,000 maximum

Vision 12/12/12 Plan: \$10 Exam copay, \$10 Lens copay, \$100 allowance for frames.

<u>HMO</u>		<u>HDHP/HSA</u>
Office Visit	\$20	Yearly deductible minimum allowable by IRS
Urgent Care	\$20	Urgent Care – covered after deductible
Emergency Room	\$75	Emergency Rm – covered after deductible
Hospital Copay	\$250 each admission	Hospital Copay – covered after deductible
Rx Coverage	\$10/20/40 MOPD 2x	Rx Coverage - \$10/20/40 MOPD after ded.

The Employer will pay 100% of the annual premium of the high deductible health plan and fund 25% of the annual deductible amount in an employee's Health Savings Account. Employees who choose to enroll in the \$0 deductible plan will pay 20% of the annual premium on a bi-weekly basis (24 annual pays, excluding the third pay of the month)

22.2 Employees of this bargaining unit may elect to opt-out of Employer provided health insurance. Those electing the opt-out will be paid an annual sum of \$3,000 for health insurance, to be paid on the last pay in November (prorated by months covered, December-November). Employees who elect to opt-out must provide proof of other coverage in order to qualify for opt-out payments. Employees who experience a qualifying event (marriage, childbirth, divorce, dependent losing eligibility, etc.) must notify the Employer within 30 days of the event. Any cost incurred by the Employer due to the continuation of coverage for a non-qualifying dependent will be the sole responsibility of the employee.

22.3 Disability Insurance:

a) Short Term Disability: The Township will provide short-term self-insured disability insurance for all full-time employees. The benefits provide 50% of an employee's basic weekly earnings. The first 15 scheduled work days after an accident or sickness is the waiting period and then the next ten weeks are the short-term benefits. The waiting period and the other 50% of the short-term benefits can be supplemented from the employee's leave banks.

b) Long Term Disability: The Township agrees to maintain long-term disability insurance for all active full-time employees. The benefits provide 66 2/3% of an employee's basic monthly earnings up to \$5,000 per month maximum, with a 90-day waiting period and payable to age 65.

While on long term disability an employee will continue to receive health care coverage for the six months. The employee, under the COBRA Act, can elect to continue their health care coverage after six months by paying the appropriate premiums.

c) While on long term disability, an employee will not accrue sick or vacation time.

22.4 Life Insurance: The current life insurance program will continue with the provision that the program be modified to increase the benefits to \$50,000 and \$50,000 AD&D for all full-time employees.

22.5 If during the term of this Agreement the Employer offers to any other police personnel of the Employer a change in the now existing life, health and disability insurance for such employees, the Employer agrees to offer the same benefit to the bargaining unit employees, who will have the option exercised within 30 days of accepting such a change, failing which the pre-existing policy of the employer will continue in effect for the term of this Agreement.

22.6 The Employer agrees to continue medical coverage for any full-time employee, spouse, and dependents upon the employee's retirement after 25 years of credited service to the Employer as a vested benefit during and after

the expiration of this Agreement, subject to the terms set forth in this or any succeeding Agreement.

- a) Credited service will include years of employment with the Employer, Act 88 service credits through MERS, and purchased years of service through MERS. An employee's 25 years of credited service must include a minimum of 20 years of employment with the Employer.
 - i. For employees hired before January 1, 2022, an employee's 25 years of credited service must include a minimum of 15 years of employment with the Employer.
- b) Retirees who are unable to obtain health care coverage where they reside will receive a stipend equal to 90% of the Township's retiree health care premium.
- c) Retirees who elect to opt out of the medical / dental care will receive \$150 a month stipend for health care and \$20 a month stipend for dental coverage.
- d) Retirees who elect to waive medical benefits and lose medical coverage due to a qualifying event will be allowed to return to the Township for coverage within 30 days of loss.
- e) Once the retired employee or the employee's spouse is eligible for Medicare, that eligible retired employee or spouse will receive their primary health care through Medicare, requiring premium payment of Parts A & B, paid by the retired employee. The eligible retired employee or spouse will also be transferred to an Employer provided Medicare supplemental plan. Once both the retired employee and spouse become eligible for Medicare, both members, and any dependents, will drop from the Employer provided retiree healthcare and will instead be paid an annual stipend by the Township in lieu of retiree healthcare, at which time, the Employer will pay the retired employee and/or spouse \$1,200 for single coverage or \$2,400 for two-people coverage, on a monthly basis. It will be the responsibility of the retired employee and/or spouse to secure supplemental insurance.
- f) The medical coverage of a deceased retiree will be continued for the spouse and any eligible dependent children. The medical coverage for the spouse will continue until the spouse becomes eligible for medical coverage through his/her own employer providing that it is equal to or better than the coverage provided by the Employer. If the spouse should lose medical coverage through his/her employer, they will be allowed to return to the Employer coverage within 30 days of loss. The insurance coverage with the Employer for a dependent child will continue until age 26.

- 22.7 In the event an actively employed member dies as a result of injuries incurred in the line of duty, the Employer will provide medical coverage for the surviving spouse and any eligible dependent children of the deceased member, on the same terms as the coverage provided to other members. Medical coverage for the spouse will continue until the spouse becomes eligible for medical coverage through his/her own employer provided that the coverage is equal to or better than the coverage provided by the Employer. The insurance coverage for a dependent child will continue until age 26.
- 22.8 All retirees, surviving spouses and dependents will continue to receive health care coverage under the same terms, conditions, and obligations which apply to active employees at any given time. The retiree health care contribution will be 10% of the retiree health care premium and subject to change annually. The Employer will provide an updated annual cost to each retiree.
- 22.9 Health Care Savings Plan. New hires have the option to opt-out of retiree healthcare by making an irrevocable election to enroll in the Health Care Savings Plan (HCSP) at time of hire. The Employer will contribute \$50 per pay into the Employee's HCSP, which will have a five-year vesting period. Current employees may make a one-time, irrevocable election to enroll in the HCSP within 30 calendar days of this Agreement being signed.

ARTICLE 23 – LAYOFF, RECALL AND TRANSFERS

- 23.1 If and when it becomes necessary for the Employer to reduce the number of employees in the work force, such layoff will be by seniority within classifications. Employees laid off may bump down to the non-supervisory unit.
- 23.2 All employees must give notice of their current address to their Employer.
- 23.3 Employees will be recalled in order of seniority; the most senior will be recalled first.

ARTICLE 24 – PROMOTIONS

- 24.1 A mutually agreed upon process between the Employer and the Union.

ARTICLE 25 – FALSE ARREST INSURANCE

- 25.1 Employees covered by this Agreement will be provided, by the Employer at its expense, a policy of liability insurance which shall include coverage for false arrest liability in the amount of \$3,000,000.

ARTICLE 26 – MAINTENANCE OF CONDITIONS

- 26.1 Wages, hours, and conditions of employment legally in effect at the execution of this Agreement will, except as improved herein, be maintained during the term of this Agreement. No employee will suffer a reduction in such benefits as a consequence of the execution of this Agreement.

ARTICLE 27 – NO STRIKE – NO LOCKOUT

- 27.1 Under no circumstances will the Union cause, authorize, or permit its members to cause, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, slowdown, or any violation of any State Law. In the event of a work stoppage or other curtailment, the Union will immediately instruct the involved employees, in writing, that their conduct is in violation of the contract and that all such persons must immediately cease the offending conduct.
- 27.2 The Employer will not lock out any employees of the bargaining unit during the term of this Agreement.

ARTICLE 28 – SICK LEAVE

- 28.1 An employee will earn 12 hours of sick leave for each completed calendar month worked.
- 28.2 "Sick Leave" is leave time paid at straight time which is available to an employee on the basis of utilization when and if that employee is unable to report for work and properly discharge the work duties solely because of a bona fide physical sickness of the employee.
- 28.3 An employee will be allowed to accumulate earned sick leave to a maximum total of 960 hours in a sick leave bank.
- 28.4 "Bank" is the accumulated earned sick leave of each employee which have not been utilized by the employee and which do not exceed 960 hours.
- 28.5 Any sick leave utilized by an employee will not be utilized also for computing overtime. In other words, an employee will not be entitled to overtime pay unless the straight time pay is actually worked and not attributable to the utilization of sick leave.
- 28.6 An employee will be paid upon retirement, voluntary termination, or death, compensation from the employee's sick leave bank. The compensation in full satisfaction of such sick leave bank will be computed on the basis of the first 480 hours in the bank times the employee's then existing straight time hourly rate. The Employer will pay the sick leave bank compensation for a deceased employee to the beneficiary designated by the employee, in writing, to the Employer prior to death, or alternatively, to the estate of the deceased employee. No sick leave bank compensation will be due or owing to an employee whose termination of employment is other than hereinbefore

set forth, and without limitation of the same and for example, involuntary termination by firing of the employee by the Employer will void sick day bank compensation.

- 28.7 An employee not personally suffering from physical sickness may utilize earned sick leave only when the employee is providing necessary and reasonable care for a member of the employee's immediate family, as defined in 12.2, when such family member is suffering a bona fide physical sickness, and when no other substitute person is available to reasonably provide such care.
- 28.8 "Physical sickness" is a physical or mental disease or illness or injury.
- 28.9 An employee may assign to another employee in the bargaining unit such sick days as may exist in the first employee's sick day bank, if the employee requesting time has exhausted all accrued vacation, sick leave and comp time banks and the request is approved by the Director of Public Safety or his/her designee. This request must be of extenuating circumstance. All transfers by an employee will be voluntary. The sick day credits transferred will become and remain the right of the employee receiving the transfer. The employee volunteering the sick day credits will waive and give up forever any claim to those credits volunteered.
- 28.10 When absence of any employee results from a physical sickness or injury of the employee which is covered by, connected to, or subject to the provisions of the Worker's Compensation Act, the employee will not suffer any loss of wages nor will an employee be required to use sick leave if unable to report to work due to an on the job injury.
- 28.11 At any time, the Employer may require any employee to undergo examination, diagnosis, and prognosis at a hospital, clinic, or physician of the Employer's choosing and expense and the employee will be deemed to have waived any confidentiality of medical care or treatment pertaining to the same and will consent to said hospital, clinic, or physician fully and accurately disclosing to the Employer any and all information and opinions of the same pertinent to such examination, diagnosis, and prognosis.

ARTICLE 29 – EDUCATION

- 29.1 An employee, with the approval of the Director of Public Safety or his/her designee, and in accordance with the Employer's Tuition Reimbursement Policy, may take classes or courses of study directly relating to the work of the Employer, which do not interfere with the employee's scheduled hours of work.
- 29.2 General.
- a) Courses of study must be taken only in universities, colleges, junior colleges, elementary and secondary schools, vocational, or technical

schools and other organizations which have professionally accredited standards and are approved by the Director of Public Safety or his/her designee.

- b) Courses of study will be approved only within one of the following job-related categories:
 - 1) Courses which will improve the employee's skill in the present job. This includes courses designed to update employees in the technology of their trades or occupations;
 - 2) Courses which relate to the job description of the employee or the job description of the next job in the logical development of the employee's career;
 - 3) Courses which will prepare an employee for openings that are expected to occur in the future;
 - 4) Courses which will prepare an employee for new opportunities when the present job is being eliminated due to technological improvements;
 - 5) Any required or pertinent elective courses taken in a degree-seeking program in a field related to the employee's job or appropriate to his/her career.
 - 6) No reimbursement will be made for courses which instruct the participant in any sport, game, or hobby.

- c) Tuition costs will be refunded in accordance with the following considerations.
 - 1) The Township will reimburse the education expenses upon the completion of the course in question and upon satisfactory proof of payment so long as a letter grade of "C" or better is achieved by the employee in said course. Appropriate evidence of the grade achieved shall be required.
 - 2) Reimbursement will be limited to expenses actually incurred by the employee for books, fees, and tuition but not to exceed the current federal limit on tax free reimbursement per calendar year. Exclusions for tuition reimbursement are Doctorate and/or Law Degree.

- d) No external course work under this program will be scheduled during an employee's regular working hours.

ARTICLE 30 – LONGEVITY PAY

- 30.1 A permanent full-time employee who, as of the anniversary date of his/her employment, has completed five or more years of continuous employment with the Northville Township Police Department since their last hiring date will receive, in the first pay in December of each year, a longevity bonus after five years of .5% of their base wage. Said bonus will increase by .1% for each additional completed year of continuous employment as a command officer with the Northville Township Police Department up to a maximum annual payment of \$3,000.

ARTICLE 31 – PERSONNEL RECORDS

- 31.1 Employees, upon request, may have reprimands removed from personnel files which are reviewed for purposes of promotion provided the reprimands are two years old and there are no other violations of similar nature within the two-year period.

ARTICLE 32 – MILITARY DUTY

- 32.1 The Employer agrees to abide by all applicable federal and state laws regarding military service of employees.

ARTICLE 33 – COMPENSATORY TIME

- 33.1 An employee, at his/her option, may accrue authorized overtime to a maximum of 120 hours to be placed in a compensatory time bank for the employee.
- 33.2 Any overtime hours, which the employee has placed in the compensatory time bank, must be so designated at the end of the pay period in which the time was earned. At that time, the hours placed in the compensatory time bank are to be calculated at time and one-half.

Employees who want to use compensatory time must first obtain approval from the Director of Public Safety or his/her designee. At that time, the hours used would be paid at the regular rate of pay.

- 33.3 Command Officer FTO Compensation - Command Officers will receive an additional one hour of compensatory time for every 1-6 hours of training or two hours compensatory time for every 6-12 hours of training. All command officer training programs shall be first approved by the Director of Public Safety or his/her designee.
- a) The command training program is defined as 28 working days. The first 14 days the lieutenant will earn all compensatory time. The last 14 days the compensatory time will be earned by the command officer assigned to train the command officer.

- 33.4 Compensatory Time Payout. The employee may elect to cash out compensatory time in their bank on the final pay of each quarter, upon request. The annual amount of compensatory time payout will not exceed 40 hours.

ARTICLE 34 – PENSION

- 34.1 In addition to their regular wages, all members of the bargaining unit will be made a part of the Employer's defined benefit pension plan.

34.2 Defined Benefit:

Effective January 1, 2019, the MERS retirement plan will be bridged to a 2.55% multiplier and a 0% COLA for all service earned after January 1, 2019. The E2 2.5% COLA benefit and 2.5% multiplier will be calculated on service accrued as of 12/31/2018 with a frozen FAC as of 12/31/2018. The FAC 3, 25 and out and D-2 rider will remain unchanged in the plan.

"For the ten-year period beginning January 1, 2019, and ending December 31, 2028, there shall be no negotiated changes to the terms of the Employer's defined benefit plan as set forth in this Agreement, unless agreed upon by both parties."

- a) The employer's total annual contribution to the defined benefit plan will not exceed 25% of the normal cost. Any amount above 25% of the normal cost will become the responsibility of the employee.
- b) Calculating final average compensation (FAC);
 - 1. A lump sum payment will be capped to a maximum of 50 days.
(8 hours x 50 days = 400 hours)

34.3 Deferred Compensation:

- a) The Employer will make Deferred Compensation available to employees by voluntary payroll deduction.
- b) The Employee will contribute to a Deferred Compensation plan based on wages for total hours worked (base wages, overtime, worked holiday half-time pay, and shift differential).
 - i. The Employer will contribute to Deferred Compensation on the following scale:
 - 1 year of service – 1%
 - 2 years of service – 2%
 - 3 years of service – 3%
 - ii. The Employer will make a one-time, \$2,000 contribution to the Deferred Compensation on the first pay in January 2024.

ARTICLE 35 – STEP-UP PAY

- 35.1 When a change of work condition occurs by which the command officer is tasked with performing the established responsibilities of a higher rank for a period of 40 hours, they will be compensated at the level of the next highest rank for all hours worked. Hours worked at the higher rank consecutively thereafter will be paid at the current pay level as set forth in the contract.

ARTICLE 36 – LIGHT-DUTY POSITION

- 36.1 An employee who cannot perform his/her normally assigned job due to a partial disability, injury, or illness, may be temporarily assigned to a light-duty position.
- 36.2 Light-duty positions may include assisting in the Detective Bureau, Records, or Dispatch sections, or other areas within the Police Department where the employee is able to perform tasks during the usual workday or week or portion thereof, without jeopardizing the employee's condition.
- 36.3 Assignments to light-duty positions will be based upon the availability of such work and will be subject to the approval of both the Director of Public Safety or his/her designee and the employee, with the written approval of the employee's attending physician. At any time, the Employer may require the employee to undergo examination, diagnosis, and prognosis consistent with the provisions set forth in Article 30, Section 30.13 of this agreement.
- 36.4 Assignment to light-duty positions will not be unreasonably arbitrarily or capriciously denied.

ARTICLE 37 – WAIVER CLAUSE

- 37.1 It is agreed that this written agreement constitutes the entire agreement between the parties, and all prior agreements and understandings are expressly terminated. Any amendments or clarifications of this Agreement mutually agreed upon will be reduced to writing, signed by the parties, attached hereto and made a part hereof.

ARTICLE 38 – DURATION

- 38.1 This Agreement will remain in full force and effect from 12:01 a.m., January 1, 2024, to midnight, December 31, 2027. It will be automatically renewed from year to year thereafter unless either party notifies the other, in writing, 100 days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations will begin no later than 90 days prior to the anniversary date. This Agreement will remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

38.2 In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten days prior to the desired termination date which will not be before the anniversary date set forth in the preceding paragraph.


38.3 It is agreed and understood that the provisions contained herein will remain in full force and effect so long as they are not in violation of applicable statutes and ordinances and remain within the jurisdiction of the Township.

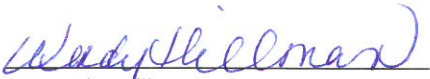
ARTICLE 39 – TOWNSHIP POLICY AND PROCEDURE

39.1 The Charter Township of Northville Policies and Procedures, including any amendments, therefore, will apply unless specifically overruled or in conflict with the terms of this agreement.

CHARTER TOWNSHIP OF NORTHVILLE


Mark J. Abbo
Township Supervisor


Glenn Caldwell
Human Resources Director


Wendy Hillman
Finance & Budget Director

01/08/2024
Date

**NORTHVILLE TOWNSHIP
COMMAND OFFICERS ASSOCIATION
OF MICHIGAN**


Michael Burrough
President


Kenneth Grabowski
Business Agent


Daniel Jones
Vice President

1-8-24
Date