

**AGREEMENT**

**BETWEEN**

**CHARTER TOWNSHIP OF NORTHVILLE**

**AND**

**NORTHVILLE TOWNSHIP  
MICHIGAN ASSOCIATION OF POLICE  
(MAP)**



**January 1, 2024 to December 31, 2026**

## Contents

ARTICLE 1 – AGREEMENT .....	3
ARTICLE 2 – RECOGNITION .....	3
ARTICLE 3 – MANAGEMENT RIGHTS.....	3
ARTICLE 4 – EQUAL RIGHTS .....	5
ARTICLE 5 – UNION RIGHTS.....	5
ARTICLE 6 – DUES AND DEDUCTIONS .....	5
ARTICLE 7 – NEGOTIATING COMMITTEE .....	6
ARTICLE 8 – BULLETIN BOARD.....	6
ARTICLE 9 – SENIORITY .....	7
ARTICLE 10 – DISCIPLINE.....	10
ARTICLE 11 – GRIEVANCE PROCEDURE .....	10
ARTICLE 12 – OVERTIME.....	13
ARTICLE 13 – COMPENSATORY TIME .....	16
ARTICLE 14 – FUNERAL LEAVE DAYS / JURY DUTY .....	17
ARTICLE 15 – PERSONAL BUSINESS DAYS .....	17
ARTICLE 16 – VACATION .....	18
ARTICLE 17 – UNIFORMS .....	20
ARTICLE 18 – HOLIDAYS.....	21
ARTICLE 19 – WORK SCHEDULE.....	22
ARTICLE 20 – SAFETY .....	24
ARTICLE 21 – WAGES AND HOURS .....	24
ARTICLE 22 – OUTSIDE EMPLOYMENT .....	25
ARTICLE 23 – POLITICAL ACTIVITY .....	26
ARTICLE 24 – LIFE, HEALTH, VISION, AND DISABILITY INSURANCE.....	26
ARTICLE 25 – RETIREMENT .....	28
ARTICLE 26 – LATERAL TRANSFERS.....	30
ARTICLE 27 – LAYOFF, RECALL AND TRANSFERS .....	30
ARTICLE 28 – PROMOTIONS .....	32
ARTICLE 29 – FALSE ARREST INSURANCE .....	32
ARTICLE 30 – MAINTENANCE OF CONDITIONS .....	32
ARTICLE 31 – NO STRIKE – NO LOCKOUT .....	33
ARTICLE 32 – SICK LEAVE.....	33

ARTICLE 33 – FAMILY MEDICAL LEAVE ACT.....35  
ARTICLE 34 – MILITARY LEAVE .....35  
ARTICLE 35 – EDUCATION AND TUITION REFUNDS .....35  
ARTICLE 36 – LONGEVITY PAY .....36  
ARTICLE 37 – PERSONNEL RECORDS.....37  
ARTICLE 38 – STEP-UP PAY .....37  
ARTICLE 39 – LIGHT-DUTY POSITION .....37  
ARTICLE 40 – TOWNSHIP POLICY AND PROCEDURES .....37  
ARTICLE 41 – SUPPORT DOG HANDLER .....38  
ARTICLE 42 – WAIVER CLAUSE .....38  
ARTICLE 43 – DURATION .....39  
APPENDIX A – WAGE SCALE.....41  
APPENDIX B – MERS ADDENDUM.....42

## ARTICLE 1 – AGREEMENT

- 1.1 This Agreement is made and entered into by and between the Charter Township of Northville, Wayne County, Michigan, (hereinafter referred to as the "Employer") and the Michigan Association of Police (MAP), (hereinafter referred to as the "Union") and its local affiliate, the Northville Township Police Department.
- 1.2 WHEREAS, MAP was recognized as the official sole bargaining agent as of August 16, 2023 by the Employer to represent all the employees in the bargaining unit as certified by the Michigan Department of Labor, Employment Relations Commission, and Labor Relations Division.
- 1.3 WHEREAS, the Employer and Union 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.

## ARTICLE 2 – RECOGNITION

- 2.1 The Employer recognizes MAP as the exclusive bargaining representative of all the sworn police officers, full and part-time public safety officers and record's clerks of the Charter Township of Northville, but excluding reserve police officers, the Chief of Police, Deputy Chief of Police, such captains, lieutenants, and sergeants as may be appointed 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 Constitutions of Michigan and 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 of 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 classifications 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 Charter 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 will receive a copy of any writing placed therein, upon request.

## ARTICLE 6 – DUES AND DEDUCTIONS

- 6.1 The Employer will deduct from wages of each employee in the Union dues/service fees in the amount as prescribed by the Union. As per MCL 408.477, these deductions will be made by the Employer automatically for those already in the Union and each time an employee is placed in the Union or returns from a leave of absence. This will be done according to the above law without the need for authorizations by the individual employee as long as the employee is receiving a paycheck from the Employer.
- 6.2 The Employer will deduct Union dues/service fees from each pay period in the calendar month. If an employee has no pay coming for such pay periods, or if such pay period is the first pay of a probationary officer, such deduction will be withheld from the immediately subsequent pay period.
- 6.3 The Employer will withhold from the pay of the employee in any month only the deduction incurred while the employee has been employed with the Employer.
- 6.4 If a refund is due to an employee for sums deducted from wages and paid to the Union, it will be the responsibility of the employee to obtain the appropriate refund from the Union.
- 6.5 All sums deducted by the Employer will be remitted to the Treasurer of the Union.

- 6.6 In the even the Union requests that the Employer deduct monies in excess of the amounts deducted as of the date of execution of this Agreement, such request will be effective only upon written assurance by the Union that the additional amounts have been authorized pursuant to and under the Union's By-Laws.
- 6.7 The Employer will not be liable for any remittance or payment of any sums other than those constituting actual deductions made, and if for any reason it fails to make the deduction, the Employer will deduct the appropriate amount from the employees' next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.
- 6.8 It is agreed that employees covered by this Agreement are not required, as a condition of employment with the Employer, to become or remain members of the Union or to begin or continue payment of union dues or fees.

## 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, will be given the necessary time off without loss of pay or benefits. The Negotiating Committee will participate in "good faith" bargaining with the Employer. 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 a professional development training or conference related to labor rights or benefits for a maximum of three days without loss of pay or benefits.

## ARTICLE 8 – BULLETIN BOARD

- 8.1 The Employer shall assign a bulletin board not less than 36" by 48" which may be used by the Union for posting notices, bearing the written approval of the President of the Union local, which will be restricted to:
  - a. Notices of Union affairs;
  - b. Notices of Union elections;
  - c. Notices of Union appointments and results of Union elections;
  - d. Notices of Union meetings;

- e. Other notices of bona fide Union affairs which are not political or libelous in nature.
  - f. Educational and training notices received by the Director of Public Safety or his/her designee will be made available to the Union Steward for posting.
- 8.2 The Union will designate a person(s) to maintain the bulletin board in a current and sightly condition. Material will not be posted on the bulletin board without the prior authorization of the Union.

## ARTICLE 9 – SENIORITY

- 9.1 New police officers may acquire seniority by working 12 continuous months, in which event the police officer's seniority will date back to the date of hire into the department. When the police officer acquires seniority, his/her name will be placed on the seniority list, in the order of his/her seniority date.
- 9.2 An up-to-date seniority list will be furnished to the Union upon request.
- 9.3 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 duty for any reason 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.
- 9.4 A newly hired police officer will be constituted as a probationary employee. Probationary employees are considered to be "at will" employees during any term of probation. Further, a probationary police officer will not acquire any seniority rights. A probationary police officer will not be paid less than the wages in effect under this Agreement and pertinent to the time of his/her tenure as a probationary police officer. The probationary police officer will have probationary status for 12 continuous months. After successfully completing probation, seniority will begin at date of hire. Any probationary



police officer at the effective date of this Agreement will continue in such status, subject to the terms hereof.

- 9.5 A newly hired public safety officer (PSO) will be constituted as a probationary employee. Probationary employees are considered to be "at will" employees during any term of probation. Further, a probationary employee will not acquire any seniority rights. A probationary employee will not be paid less than the wages in effect under this Agreement and pertinent to the time of his/her tenure as a probationary employee. The probationary employee will have probationary status for 12 continuous months. After successfully completing probation, seniority will begin at date of hire or as provided for in Article 9.8. Any probationary employee at the effective date of this Agreement will continue in such status, subject to the terms hereof.
- 9.6 A newly hired part-time PSO will be constituted as a probationary employee. A probationary employee will not acquire any seniority rights. A part time probationary employee will not be paid less than the wages in effect under this agreement and pertinent to the time of his/her tenure as a probationary employee. The probationary employee will have probationary status for 1,040 hours worked, based on an eight-hour day, provided the Employer may extend said period for additional terms not to exceed an aggregate of 2,080 hours worked, provided such extensions are not arbitrary, capricious, and/or without rational basis in fact. After successfully completing probation, seniority will begin at date of hire or as provided in Article 9.8. Any probationary employees at the effective date of this agreement will continue in such status, subject to the terms hereof.
- 9.7 A newly hired records clerk will be constituted as a probationary employee. Probationary employees are considered to be "at will" employees during any term of probation. Further, a probationary employee will not acquire any seniority rights. A probationary employee will not be paid less than the wages in effect under the Agreement and pertinent to the time of his/her tenure as a probationary employee. The probationary employee will have probationary status for 12 continuous months. After successfully completing probation, seniority will begin at date of hire or as provided in Article 9.8. Any probationary employee at the effective date of this Agreement will continue in such status, subject to the terms hereof.
- 9.8 Part-time to Full-time.
- a. A part-time employee may submit a request to the Employer that he/she is interested in a full-time position.
  - b. The decision of the Employer to appoint a new full-time PSO is in its sole discretion, not subject to the grievance procedure, providing the Employer gives consideration to any part-time employee who has

requested full-time status; and provided further that the Employer does not act in an arbitrary, capricious, or without rational basis in fact.

- c. A part-time PSO who moves to a full-time appointment will be granted a new seniority date based on actual hours worked as a part-time PSO. The new seniority date will apply for vacation, sick leave, layoff, and promotion, but will not require the Employer to grant any retroactive fringe benefits such as sick leave, vacation, and pension benefits. Actual hours worked as a part-time PSO will be converted to months based on 173.33 hours per month (2,080 annual hours divided by 12 months).
- d. A part-time PSO who moves to full-time will have a probationary period as provided for in section 9.5; however, if the PSO does not successfully complete their probation, they will be returned to their previous part-time status with their previous part-time seniority.

#### 9.9 Full-time to Part-time.

- a. A full-time employee may submit a request to the Employer that he/she is interested in a part-time position. A part-time PSO is used to supplement staffing as needed. As such, there is no guarantee of regularly scheduled hours for a part-time PSO.
- b. The decision of the Employer to appoint a new part-time PSO is in its sole discretion, not subject to the grievance procedure, based on the staffing needs of the department; and provided further that the Employer does not act in an arbitrary, capricious, or without rational basis in fact.
- c. A full-time PSO who moves to a part-time appointment will keep his/her seniority date and remain at the hourly rate that PSO is currently at, and will continue with step increases provided for in section Appendix A.
- d. A full-time PSO who moves to a part-time appointment may elect, at time of appointment, to leave current leave banks as is or elect a payout of leave banks in accordance with this agreement. If the PSO elects to leave current leave banks as is, the leave banks will be paid out in accordance with this agreement one year from the date of appointment, unless the PSO transfers back to full-time, in accordance with Section 9.8, or unless a full-time position is imminent.
- e. A full-time PSO who moves to a part-time appointment will be paid out their pro-rated holiday and longevity as of appointment date, in accordance with this agreement.
- f. No leave time benefits will accrue while a PSO is part-time.

## ARTICLE 10 – DISCIPLINE

- 10.1 The Township will not discipline officers without just cause.
- 10.2 The parties agree that officers will have the rights guaranteed under the Weingarten Decision.
- 10.3 Before officers can be disciplined by other than verbal reprimand:
  - a. The Director of Public Safety or his/her designee will serve written charges upon the officer to be disciplined within 90 calendar days of the infraction or within 90 calendar days of when the Director of Public Safety or his/her designee had knowledge of the infraction. Employees may respond to the charges in writing within seven calendar days or may respond orally during the pre-disciplinary hearing.
  - b. The MAP must be served with the written charges within 90 calendar days of the infraction or when the Director of Public Safety or his/her designee had knowledge of the infraction.
  - c. The MAP will be notified of any discipline given other than verbal reprimands.
- 10.4 Seniority officers aggrieved by disciplinary action may see relief through the grievance procedure as outlined in Article 11 of this Agreement.
- 10.5 If an officer or the MAP grieves the discipline, the Director of Public Safety or his/her designee will release to the MAP any and all write-ups, statements, investigations, and reports relating to this specific discipline upon request by the MAP. This information will be given to the MAP before or at the very latest at the time of the grievance meeting in Step 3.
- 10.6 The employee may petition the Director of Public Safety or his/her designee to remove any written reprimand after two years from the date of the discipline or, in the case of suspension, after three years from the date of discipline. If granted, the removed discipline will not be considered for purposes of progressive discipline. A copy of the discipline will be maintained in a separate file within the Employer's office for recordkeeping purposes only. The decision to remove the discipline will be at the sole discretion of the Director of Public Safety or his/her designee and will not be subject to the grievance procedure.

## ARTICLE 11 – GRIEVANCE PROCEDURE

- 11.1 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.

11.2 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 will be one "steward" and an alternate steward who shall be members of the Union and designated as such to the Employer.

11.3 The steward will be permitted to leave their work, after obtaining approval of their respective supervisor and recording their time, for the purpose of adjusting grievances in accordance with the grievance procedure and for reporting to the grievant a change in status of their grievance. Permission for the steward to leave their workstation will not be unreasonably withheld. The steward will report their time to their supervisor upon returning from a grievance discussion.

11.4 The privilege of the steward to leave their 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 they will continue to work at their assigned job at all times except when permitted to leave their work to handle grievances.

11.5 Presentation of Grievance. The Employer and the Union support and subscribe to an orderly method of adjusting employee grievances. To this end, the Employer and the Union agree that an employee, with or without their steward, must first bring their problem or grievance to the attention of his/her immediate supervisor informally who shall attempt to resolve the grievance.

11.6 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, stating the specific remedy requested, and must be signed by the employee; and if the Union determines it to be meritorious, submitted to the immediate supervisor no later than ten business days from and after the occurrence on which the grievance is based. The supervisor will consider the matter and will give his/her written decision within ten business days of his/her receipt of the written grievance.

11.7 Step 2: If the grievance is not resolved within ten business 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 ten business 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 ten-day period.

11.8 Step 3. If the employee grieving feels the disposition in Step 2 is unsatisfactory, the steward, within ten business days, may submit the grievance, in writing, to the Township Manager or his/her designee, who will reply, in writing, within ten business 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 ten-day period.

11.9 Step 4. If the employee grieving feels the disposition in Step 3 is still unsatisfactory, the Union may request (in writing to the Township Manager) binding arbitration within 30 calendar days from the last action in Step 3. Upon such written notice to the Township Manager 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 calendar 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, reasoning and conclusions on the issue 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 in violation of the terms of this Agreement. The decision of the arbitrator will be final and binding upon the Employer, the Union and the grieving employee.

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

11.10 Miscellaneous:

- a. No grievance, verbal or written, withdrawn or dropped by the grieving employee or steward or Union or granted by the Employer, prior to the final step of the grievance procedure, will have any precedent value.
- 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 Meeting 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 Union or the Employer taken against the grieving employee, any party in interest or the steward or the Union, 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 occurrences out of which the grievance arose.
- d. All documents, communications and records dealing with the processing of a grievance shall 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 may 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, shall be processed as a grievance, and the said employee shall be entitled to all the procedures as set forth above, Steps 1 through 5, including binding arbitration.
- f. Probationary employees do not have a right of grievance during the period of probation, except for the purposes of collective bargaining in respect to rates of pay, wages, and hours of employment. Any disciplinary action taken against probationary employees will not be subject to the grievance procedure.
- g. Business days are defined as Monday through Friday, excluding weekends and Employer observed holidays.

## ARTICLE 12 – OVERTIME

- 12.1 An employee called in for duty for other than the employee's scheduled shift, will receive a minimum of three hours pay at one and one-half times the regular rate of pay, or they will receive one and one-half times their regular rate for each hour or half hour fraction thereof actually worked, whichever is the greater. 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.
- 12.2 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 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.

- 12.3 When an employee is placed on stand-by status by the Director of Public Safety or his/her designee while off duty, the employee will remain within a reasonable distance of the Township and leave a telephone number where he/she can be reached at a designated location within a 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 pay for each four hours of stand-by status, or portion thereof.
- 12.4 Officers working 12-hour shifts shall receive one and one-half times their regular rate for all work scheduled or approved in excess of 12 hours in any one day. Officers working eight-hour days shall receive one and one-half times their regular rate for all work scheduled or approved in excess of eight hours in any one day. Leave days, when taken in conjunction with vacation, will be considered vacation days for overtime call-in purposes. In this respect, the Director of Public Safety or his/her designee will rotate the available overtime among the police officers without regard to seniority to the degree reasonable to attempt to equalize the overtime assigned the police officers.
- 12.5 When a full time PSO is called in for duty while off-duty, or if the full-time PSO works beyond the PSO's shift, they will be compensated at the rate of straight time plus one-half. Part-time PSOs will have the first right of refusal for shifts available after the vacation bid and for posted anticipated overtime. For unanticipated overtime, full-time PSOs will have the first right of refusal. PSOs will not leave their post until relieved. Any part-time PSO who works beyond 12 consecutive hours shall be paid at the rate of straight time plus one-half. Overtime beyond the end of a 12-hour shift will be offered to full-time employees before being offered to part-time employees. Leave days, when taken in conjunction with vacation, will be considered vacation days for overtime call-in purposes.
- 12.6 Overtime will be equalized between members of each classification and scheduled overtime will be given to the employee with the lowest number of accumulated overtime hours when possible, except for special assignments. On January 1st of each year, the accumulation of all overtime hours for all employees will be reduced to zero and the list commenced with no transfer of accumulated hours from year to year. The list will be updated each pay day. All earned overtime hours occurring within a pay period will not be applied to the cumulative total until the next pay day. Part-time PSOs will be equalized based on the amount of hours worked annually beginning January 1<sup>st</sup> of each

year. If the amount worked is equal, seniority based on hire date with the Employer will take precedence.

Anticipated overtime for shift coverage and special events will be posted when not associated to a special assignment. Anticipated overtime will be posted no less than one week prior to the date of the shift, and assigned at least five days in advance of the shift/detail, in writing.

Employees may volunteer for overtime and it will be assigned to the volunteer(s) based on lowest accumulation of overtime hours during the calendar year as cited on the current equalization list. If all volunteers have the same accumulation of overtime hours, the overtime will be assigned to the employee with the highest seniority.

If voluntary coverage does not occur, mandatory assignment will occur from the corresponding off duty shift to ensure extended shifts are prevented, when possible. Mandatory overtime will be assigned based on accumulated overtime hours as cited on the current equalization list from the corresponding off duty shift. If all employees on the squad have the same accumulated overtime hours, the mandatory assignment will be determined based on lowest seniority.

When unanticipated overtime occurs, it will be first assigned to an employee on the shift prior to the impacted shifts and to an employee after the impacted shift to ensure coverage. These employees will remain on duty until voluntary or mandatory coverage reports for duty. A recall notice will then be distributed for voluntary coverage of the shift. Voluntary coverage will be awarded based on accumulation of overtime hours as cited on the current equalization list. If all volunteers have the same accumulation of overtime hours, the overtime will be assigned to the employee with the highest seniority. Part-time staff will have the lowest priority. If voluntary coverage does not occur, mandatory coverage will occur from the corresponding off duty shift to ensure extended shifts are prevented, when possible. Mandatory overtime will occur based on accumulated overtime hours as cited on the current equalization list from the corresponding off duty shift. If all employees on the squad have the same accumulated overtime hours, the mandatory assignment will be determined based on lowest seniority. Part-time time staff will not be subject to mandatory coverage.

Within a shift, mandatory assignment will be determined based on accumulated overtime hours from the current equalization list.

- 12.7 Employees will not be included in the regular overtime rotational schedule during their training period and will only be assigned overtime during emergencies or special assignments.



- 12.8 Part-time PSOs will have the first right of refusal for shifts available after the vacation bid and for posted anticipated overtime. Part-time PSOs overtime will be equalized based on the amount of hours worked annually beginning January 1<sup>st</sup> of each year. If the amount worked is equal, seniority based on hire date with the Employer will take precedence. Part-time PSOs will be required to attend mandatory trainings, and maintain all certifications required for the position.

## ARTICLE 13 – COMPENSATORY TIME

- 13.1 An employee, at their option, may accrue authorized overtime to a maximum of 120 hours to be placed in a compensatory time bank for the employee.
- 13.2 Any overtime hours which the employee wishes to be 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.
- 13.3 Authorization to use compensatory time will only come from the Director of Public Safety or his/her designee, but such authorization will not be unreasonably withheld. At that time the hours used would be paid at the regular rate of pay.
- 13.4 Compensatory time must be approved by the Director of Public Safety or his/her designee and is only approved if it does not cause overtime to any other employee. However, compensatory time that is previously approved cannot be rescinded, changed, or revoked within 18 hours of the start of the requested time. If that is the case, overtime rates will apply. If the request for compensatory time is made within 18 hours of the start of the shift and subsequently rescinded, changed, or revoked, overtime rates will not apply.
- 13.5 FTO-CTO Compensation – Police Officers, while performing the duties of Field Training Officer (FTO), and PSOs, performing the duties of Communications Training Officer (CTO), and Records Clerks performing the duties of Records Training Officer (RTO) will receive an additional one-hour of straight-time compensation for every 1-6 hours of training or two-hours of straight-time compensation for every 6-12 hours of training, to be paid out or placed in employee's compensatory bank.
- 13.6 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 14 – FUNERAL LEAVE DAYS / JURY DUTY

- 14.1 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:
- 14.2 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 is defined as spouse, children, father, mother, brother and sister of employee or of spouse, to include steps and halves. In the event of the death of a grandparent of an employee or an employee's spouse, a full-time employee will be granted time off between the day of death and the day of the funeral, not to exceed two days.
- 14.3 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.
- 14.4 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.
- 14.5 Jury Duty: Any full-time employee 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 4 hours or more before the end of the employee's workday, the employee must report for work for the remainder of the workday. An employee who serves jury duty during the day will not be required to work their regularly scheduled night shift without loss of pay and benefits.

## ARTICLE 15 – PERSONAL BUSINESS DAYS

- 15.1 Upon notification to the Employer, not less than 24 hours prior to the beginning of the shift and with approval by the Director of Public Safety or his/her designee, except in case of emergency, a full time eight hour employee will be allowed 40 non-cumulative Personal Business hours, a 12 hour employee will be allowed 36 hours non-cumulative Personal Business hours, with pay, per year, for personal business. Personal business days will not be divided into partial days less than eight hours if it causes overtime.
- 15.2 On call Detectives will earn 40 hours of additional personal time.
- 15.3 Personal business days may be used for personal business of the full-time employee. Only one full-time employee per shift will be allowed personal business days on the same day.

- 15.4 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.
- 15.5 Personal business days will not be accumulated and must be taken during the Employer's fiscal year of January 1st to December 31st, or the unused days will be lost forever.
- 15.6 All full-time probationary employees will be entitled to personal business days during the fiscal year in which they are hired, based on the following schedule:

<u>Date of Hire</u>	<u>No. of Days</u>
01/01 – 06/30	24 hrs
07/01 – 12/01	12 hrs

## ARTICLE 16 – VACATION

- 16.1 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 hours
  - b. One Year – 88 hours
  - c. Two Years – 96 hours
  - d. Three Years – 120 hours
  - e. Four Years – 144 hours
  - f. Five Years – 160 hours
  - g. Beginning in the sixth year of service, an employee will be given an additional 12 hours per year of service to a maximum of 208 hours per year.
- 16.2 Vacations will be earned by computing the number of years of service of the employee from the date of hire through the time of the shift bid. The anniversary and hire date will be the date of the employee being first employed by the Employer, provided the employee has not terminated 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.
- 16.3 Employee's preference 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.

### Vacation Schedule 12-hour shift

- a. Vacation preference request will be bid twice yearly at the same time shift bid is conducted, for the period April through October and October through April. Personnel must submit their request for vacation preference at the same time a shift preference is submitted. Personal 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:
  - i. Personnel with 1-5 years of service may bid for up to two weeks of vacation within the six-month period.
  - ii. Personnel with 6-10 years of service may bid for up to three weeks of vacation within the six-month period.
  - iii. Personnel with 11-22 years of service may bid for up to four weeks of vacation within the six-month period.
  - iv. Personnel with over 23 years of service may bid for up to five weeks of vacation within the six-month period.
- b. 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.
- c. 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.
- d. Vacation requests within the shift bid period will be considered on a first come first served basis primarily depending on the operational needs of the department. 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.

16.4 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 his/her vacation earned. Time earned will be prorated for whatever year of credited service is applicable to the calendar year within which the effective date falls of his/her resignation or retirement.

Proration will be based on annual total vacation earned, divided by 12, and multiplied by the number of months of credited service, based on the 15<sup>th</sup> of the month rule. 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.

- 16.5 Vacation days under this Agreement should be utilized each year and will be interpreted as provided in Section 16.6. Employees 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. Shift bid vacation selection will take place every six months. The Employer will post 26 weekly periods for the six-month period. Within this section, a week is defined as beginning on Monday and concluding on Sunday. Employees will select their requested week(s) in order of highest to lowest seniority as defined in Section 16.3. There will be no accumulation of vacation greater than the number of days which when added to the next year's eligibility would equal more than 280 hours.
- 16.6 The Employer will not require an employee to designate their whereabouts while on vacation, unless the Employer has a genuine concern of 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. Leave days, when taken in conjunction with a bid vacation or singular occurrence mini-vacation, will be considered vacation days for call in purposes as referenced in Sections 12.4 and 12.5.
- 16.7 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 31, 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 this Article 16.

## ARTICLE 17 – UNIFORMS

- 17.1 The Employer agrees to replace, repair, refurbish, and provide a cleaning service to maintain care for uniform as prescribed by policy E-15. 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.

- 17.2 The Employer will provide newly hired or promoted officers with the required uniform items as identified in the Uniform Specifications Policy.
- 17.3 Uniforms, equipment, and clothing will be kept and maintained by employees in a neat and serviceable condition.
- 17.4 Upon the death, retirement, discharge, termination, or pursuant to the terms of any discipline, all original issue of clothing, uniforms, and equipment will 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.
- 17.5 Weapons Proficiency Allowance. An annual weapons proficiency allowance of \$300 per year will be paid to each police officer for successfully qualifying with their weapon. Payment will be made in the first pay in December of each year. The Employer does not require officers to carry weapons while off duty.

## ARTICLE 18 – HOLIDAYS

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

- 18.2 When such holidays fall on a day when a full-time employee is required to work, the full-time employee will be paid an additional ½ straight pay for regular and overtime hours. Holiday pay will also be paid as provided in section 18.3.
- 18.3 Full-time employees will receive payment for such holidays (8 hours per holiday while on payroll) designated in 18.1 and it will be paid in the first pay in December to cover those holidays occurring the previous December through November.
- 18.4 In the event that the Township Supervisor or his/her designee closes Township Hall to regular business due to inclement weather, employees of this bargaining unit will be paid as provided in 18.2 for that closure.

## ARTICLE 19 – WORK SCHEDULE

- 19.1 Work schedules will be posted at least 28 days prior to the commencement of the work scheduled therein. 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. The Employer will make every effort to communicate directly to employee in the event of an altered schedule. Upon approval of the Director of Public Safety or his/her designee, and not less than 24 hours in advance, employees may trade workdays. The Employer agrees not to change employee's days off in order to avoid paying overtime.
- 19.2 In general, each employee will be permitted a minimum of 12 hours off work between regularly scheduled work shifts. Otherwise, employees will be granted eight consecutive hours between work shifts without requiring the use of leave time. The Employer will make a good faith effort to limit the hours worked past the employees' regular scheduled shift.

Every effort will be made to fill a vacancy with an employee who is off-duty. However, employees may be required to work beyond their scheduled shift if all other options have been exhausted. When an officer works beyond their scheduled shift, the Employer will make every reasonable effort to provide relief and support to ensure the employee's well-being and safety. No employee will be permitted to sign up for more than 16 consecutive hours of work.

- 19.3 Shift Preference: An employee who has completed FTO and has completed two complete bid cycles may elect to bid for a shift assignment. This may be extended one more complete bid cycle at the discretion of the Director of Public Safety or his/her designee. 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.

- A. Patrol shift assignments will be for a period of six months.
- b. Shift assignments will begin within the months of April and October of each year.
- c. Shift choices will be posted no less than 30 days prior to the effective date.

19.4 Should an employee be required to work additional hours or report early, there by extending his/her scheduled work shift to greater than 14 hours, the employee is entitled to another lunch period during the additional hours worked.

19.5 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, with the approval of the employee.
- 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.
- 19.6 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 or swing-shift. In the event a day-shift employee is assigned to shift coverage on the night-shift, caused by sick call-ins, 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 20 – SAFETY

- 20.1 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 the Director of Public Safety or his/her designee determines 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 for determination, whose determination will be final and will not be subject to the grievance procedure or arbitration.
- 20.2 When a member of the Union suspects a vehicle safety problem, he/she will 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.
- 20.3 The Township agrees to secure the rear doors from unauthorized entry into the building.

## ARTICLE 21 – WAGES AND HOURS

- 21.1 Each member of the Union will be paid on the basis of the following schedule constituting straight or regular time pay per year.
- 21.2 Police Officers, Public Safety Officers, Records Clerk wages:
  - a. 2024                    3%
  - b. 2025                    3%
  - c. 2026                    3%
- 21.3 Wage schedule – See Appendix A

- 21.4 Public Safety Officer/Records Clerk Stipend. Every actively employed PSO and Records Clerk who has successfully completed Phase 4 of the training program and maintains the minimum requirements of their position, as of the first pay of February will receive an annual stipend of \$2,100.
- 21.5 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 January 1st through December 31st. 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.
- 21.6 Full-time/Part-time PSOs shall be entitled to a one-half hour lunch break during each complete shift. This break may be taken away from the building contingent upon one PSO being readily available to manage all incoming calls.
- 21.7 Nothing contained in this section, or this Agreement will be construed or constituted as a guarantee of hours to be worked per shift or shifts worked per any period of time. No pay will be paid for hours not worked.
- 21.8 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, subject to State Law. Said deposit will be made on the same day as paychecks are normally issued by the Employer.

## ARTICLE 22 – OUTSIDE EMPLOYMENT

- 22.1 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.
- 22.2 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 23 – POLITICAL ACTIVITY

23.1 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 24 – LIFE, HEALTH, VISION, AND DISABILITY INSURANCE

24.1 The following health care planS will be provided by the Employer to full time employees. 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.

### HMO

Office Visit	\$20
Urgent Care	\$20
Emergency Room	\$75
Hospital Copay	\$250 each admission
Prescription Coverage	\$10/20/40 MOPD 2x

### HDHP/HSA

Yearly deductible	IRS minimum for HSA participation
Urgent Care – covered after deductible	
Emergency – covered after deductible	
Hospital Copay – covered after deductible	
Prescription	\$10/20/40 after deductible

a. The Township 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).

### 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

24.2 Employees of this bargaining unit may elect to opt-out of Employer provided health insurance. Those electing to opt-out will be paid an annual sum of \$3,000 for health insurance, to be paid on the last pay in November (pro-rated by months covered, December-November). Employees who elect to opt-out must provide proof of other coverage in order to qualify for opt-out payment.

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.

24.3

a. Short-Term Disability: The Township will provide short-term self-insured disability insurance for all full-time employees. The benefit provides 50% of an employee's basic weekly earnings. The 120 hours after an accident or sickness is a 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 the greater of age 65 or 3½ years.

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

While on long term disability, an employee will not accrue vacation or sick leave.

24.4 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 members of the bargaining unit.

24.5 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, vision, 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.

24.7 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 providing that it is equal to or better than the coverage provided by the Employer. The insurance coverage for a dependent child will continue until the dependent reaches age 26.

## ARTICLE 25 – RETIREMENT

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

- a. 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. See Appendix B.
- b. The employee's contribution to the defined benefit plan will be 3% of eligible wages.
  - i. 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):
  - i. A lump sump payment will be capped to a maximum of 50 days. (8 hours x 50 days = 400 hours)

"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."

25.2 Deferred Compensation.

- a. The Employer will make Deferred Compensation available to employees by voluntary payroll deduction.
- b. The Employer 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%

25.3 Retiree Healthcare. 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 credit and service credit purchased through MERS. An employee's 25 years of credited service must include a minimum of 20 years of employment with the Employer.
- b. 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.
- c. Retirees who are unable to obtain health care coverage where they reside will receive a stipend equal to 90% of the Employer's retiree health care premium.
- d. Retirees who elect to opt out of the medical care / dental care shall receive \$150 a month stipend for health care and \$20 a month stipend for dental care.
- e. Retirees who elect to waive medical benefits and lose medical coverage will be allowed to return to the Employer for coverage within 30 days of loss of coverage.
- f. 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 will drop from Employer provided retiree healthcare and will instead be paid a stipend by the Employer in lieu of retiree healthcare, at which time, the Employer will pay the retired employee and/or spouse \$1,200 for single coverage and \$2,400 for two-person coverage, on a monthly basis.
- g. 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 Township for coverage within 30 days of loss. The insurance coverage for a dependent child will continue until the dependent reaches age 26.

All retirees and surviving spouses 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.

- 25.4 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 26 – LATERAL TRANSFERS

- 26.1 Lateral Transfers. As a means to attract high quality candidates in a competitive job market, the employer will recognize lateral transfers from other departments. Lateral transfers may start at the One Year rate based on the following qualifications, upon hire:
- a. Police Officer: MCOLES certified Police Officer who has completed an FTO program and probationary period with at least two years of experience.
  - b. Public Safety Officer: Successful completion of a CTO Training Program and probationary period with at least two years of experience with a Public Service Answering Point (PSAP). Must also have completed Modules I & II of the Telecommunicator Training Program Manual as established by the Michigan Public Service Commission.

## ARTICLE 27 – LAYOFF, RECALL AND TRANSFERS

- 27.1 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. The parties recognize that the two classifications are police officers and PSOs/Records Clerks. The order of layoff will be as follows:
- a. PSO/Records Clerk Classification:
    - i. Probationary Part-Time
    - ii. Permanent Part-Time
    - iii. Probationary Full-Time

iv. Permanent Full-time

The PSO/Records Clerk in the above classes with the least seniority will be the first laid off. A full-time PSO subject to lay off will be given an opportunity to work in the part-time classification before calling back any part-time PSO. If a full-time PSO refuses the opportunity to fill a part-time opening, he/she will not have the right to later bump a part-time PSO who has filled that position. If there is a subsequent full-time or part-time opening, all PSOs on lay off will be given notice of such opening and will have seven days to notify the Employer if they are available for such opening. All PSOs must give notice of their current address to their Employer.

- b. Police officer's classification will be laid off as follows:
  - i. Probationary police officers will be laid off first.
  - ii. Permanent police officers will be laid off on the basis of seniority. The least seniority will be the first laid off.

All police officers must give notice of their current address to the Employer.

27.2 When an employee receives notice of layoff, he/she will be permitted to exercise his/her seniority right to bump or replace an employee with less seniority. The layoff and bumping procedure will operate as follows:

a. Employees to be laid off for an indefinite period (i.e., more than five days) will be given as much advance notice as practicable, but in no event less than ten business days. The union will receive a list of employees being laid off while said employees are notified.

b. An employee receiving notice of layoff will have five business days from the receipt of the notice of layoff to notify the Employer in writing of their intent to exercise their seniority to bump. Failure to notify the Employer in writing within the five-business day period as stated will constitute a waiver of the employee's bumping rights. After receipt of the notice of intent to exercise their right to bump, the Employer will notify and schedule an appointment within five business days to review the affected employee's qualifications and available options.

c. An employee may bump the lowest seniority employee in any of the following cases:

- i. A currently held classification.
- ii. An employee may only bump into a position for which they have previously held with the Employer. The Employer may require the employee to test to verify qualifications unless the employee has successfully held the exact position in which he/she is bumping into.



Said testing must be fairly administered based on the job description and the demonstrated ability of the employee to be bumped.

27.2 Employees will be recalled in order of seniority; the most senior will be recalled first.

## ARTICLE 28 – PROMOTIONS

28.1 The following testing process will be utilized for filling any openings in the rank of Sergeant:

1. Written exam to include at least internal policies and procedures. The written exam will be worth 40% of the applicant's total score. Applicants must have a passing score to continue in the process. Passing score is 70% or higher.
2. Oral exam administered by three qualified panelists (law enforcement representatives from outside agencies, of Sergeant rank or higher). The oral exam will be worth 40% of the applicant's total score.
3. Written assignment determined by the Director of Public Safety or his/her designee, not to exceed three pages, followed by a one-on-one interview with the Director of Public Safety or his/her designee. The written assignment and interview will be worth 20% of the applicant's score.
4. Applicants will be awarded five additional points at the conclusion of the Director's interview if they have been assigned as a Field Training Officer at any point in their full-time, certified career.
5. The applicant with the highest combined score will be promoted to the rank of Sergeant. The remaining candidates will be ranked in order of score and establish an eligibility list that will be effective for 18 months following the promotion.
6. Feedback to all candidates will be provided, upon request, following the promotion.

## ARTICLE 29 – FALSE ARREST INSURANCE

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

## ARTICLE 30 – MAINTENANCE OF CONDITIONS

30.1 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 31 – NO STRIKE – NO LOCKOUT

- 31.1 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.
- 31.2 The Employer will not lock out any employees of the bargaining unit during the term of this Agreement.

## ARTICLE 32 – SICK LEAVE

- 32.1 An employee will earn 12 hours of sick leave for each completed calendar month worked.
- 32.2 "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 bona fide physical sickness of the employee.
- 32.3 An employee will be allowed to accumulate sick leave to a maximum total of 960 hours in a sick leave bank.
- 32.4 "Bank" is the accumulated sick leave of each employee which has not been utilized by the employee and which does not exceed 960 hours.
- 32.5 An employee may utilize sick leave from the employee's bank for a credit against any workday which the employee is unable to report for work and properly discharge the work duties solely because of bona fide physical sickness of the employee.
- 32.6 No employee may utilize sick leave for credit against failure to report for, or work a regular workday, unless the employee suffers, at the time of such reporting and working, a bona fide physical sickness. Before credit for sick leave is allowed, the Employer may require a specification of the description and extent of physical sickness of such employee. When an employee has had four or more occurrences of sick leave within the preceding 12-month period, the Employer may request a physician's certificate justifying payment for subsequent occurrences.
- 32.7 An employee will be paid upon retirement, voluntary resignation, 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 may 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; for example, involuntary termination by firing of the employee by the Employer may void sick leave bank compensation.

- 32.8 An employee not personally suffering from physical sickness may utilize sick leave only when the employee is providing necessary and reasonable care for a member of the employee's immediate family (father, mother, spouse, child, brother or sister, to include steps and halves) when such family member is suffering a bona fide physical sickness, and when no other substitute person is available to reasonably provide such care; sick leave under this provision shall not exceed 40 hours for a 12 month period. Employees may request additional days to care for an immediate family member due to extenuating circumstances.
- 32.9 "Physical sickness" is a physical or mental disease, illness, or injury.
- 32.10 An employee may assign to another employee in the bargaining unit such sick leave as may exist in the first employee's sick leave bank, if the employee requesting time has exhausted all accrued vacation and sick leave and the request is approved by the Public Safety Director or his/her designee. This request must be of extenuating circumstances. All transfers by an employee will be voluntary. The sick leave hours transferred will become and remain the right of the employee receiving the transfer. The employee volunteering the sick leave hours will waive and give up forever any claim to those hours volunteered.
- 32.11 No employee will suffer any loss of wages in the event of an on the job injury, nor will an employee be required to use sick time if unable to work due to an on the job injury.
- 32.12 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 33 – FAMILY MEDICAL LEAVE ACT

33.1 The Employer and the Union recognize their respective obligations and rights pursuant to the terms of the Family and Medical Leave Act of 1993 PL 103-3 (FMLA) and implementing regulations. For purposes of interpretation, an employee's accrued Sick Leave, Vacation Leave, Compensatory Time, and Personal Business Days will be considered as personal leave for the purposes of substitution for unpaid leave under the FMLA taken pursuant to subparagraph (A), (B), (C), or (D) of subsection (a)(1) of the FMLA Act. Unpaid FMLA leave will be granted for the remaining balance of time off to which the employee is entitled under the FMLA Act after all paid time off which the employee has accrued is exhausted.

## ARTICLE 34 – MILITARY LEAVE

34.1 The Employer and the Union recognize their respective obligations and rights pursuant to the terms of the Uniformed Services Employment and Reemployment Rights Act ("USERRA") and implementing regulations. An employee eligible for leave under the USERRA will be paid the difference between the pay received for his/her military service and the employee's base wage at the time of the leave.

## ARTICLE 35 – EDUCATION AND TUITION REFUNDS

35.1 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.

35.2 General.

- a. Course 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. Course of study will be approved only within one of the following job-related categories:
  - i. Courses which will improve the employee's skill on the present job. This includes courses designed to update employees in the technology of their trades or occupations;
  - ii. Courses which relate to the job description of the employee or the job classification of the next job in the logical development of the employee's career;

- iii. Courses which will prepare an employee for openings that are expected to occur in the future;
  - iv. Courses which will prepare an employee for new opportunities when the present job is being eliminated due to technological improvement;
  - v. 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.
  - vi. 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.
- i. 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.
  - ii. 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 36 – LONGEVITY PAY

- 36.1 Each full-time police officer of the Union who, as of the anniversary date of his/her employment, has completed five or more years of continuous employment as a police officer with the Northville Township Police Department since their last hiring date will receive payment in the first pay in December each year, a longevity bonus of .5% of their base wage. Said bonus will increase by .1% for each additional completed year of continuous employment as a police officer with the Northville Township Police Department up to a maximum annual payment of \$2,000. For the purposes of pro-ration, longevity payments cover the annual period from December – November.
- 36.2 Each full-time PSO and Records Clerk of the Union, upon completion of five or more years of continuous employment with the Northville Township Police Department since their last hiring date will receive payment in the first pay in December each year, a longevity bonus of .5% of their base wage. Said bonus will increase by .1% for each additional completed year of continuous

employment with the Northville Township Police Department up to a maximum annual payment of \$2,000. For the purposes of pro-ration, longevity payments cover the annual period from December – November.

## ARTICLE 37 – PERSONNEL RECORDS

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

## ARTICLE 38 – STEP-UP PAY

- 38.1 When an employee is temporarily assigned to a classification with a higher rate of pay for a period of 48 consecutively scheduled hours for a 12-hour employee and 40 consecutively scheduled hours for an 8-hour employee, the employee will receive the rate of pay for the classification to which the employee was assigned, retroactive to the first day working in the classification and continuing for the duration of the temporary assignment.

## ARTICLE 39 – LIGHT-DUTY POSITION

- 39.1 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.
- 39.2 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.
- 39.3 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 section 30.13 of this agreement.
- 39.4 Assignment to light-duty positions will not be unreasonably, arbitrarily, or capriciously denied.

## ARTICLE 40 – TOWNSHIP POLICY AND PROCEDURES

- 40.1 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.

## ARTICLE 41 – SUPPORT DOG HANDLER

- 41.1 On a scheduled workday, the Support Dog Handler will work seven hours and 30 minutes with the expectation that 30 minutes of time will be spent in care, maintenance, and training of the dog outside of the workday.
- 41.2 On the Support Dog Handler's non-working days, the officer will be expected to spend 30 minutes per day in care, maintenance, and/or training of the assigned dog, and will be compensated for said 30 minutes at one and one-half times their regular hourly rate.
- 41.3 The parties believe and expect that the times for care, maintenance, and/or training of the assigned dog set forth above will constitute all of the time required or needed to be spent by the Support Dog Handler in connection with these duties. In the event that a Support Dog Handler is required to spend any additional time in the care, maintenance, and/or training of the assigned dog beyond that set forth in this Article, the Support Dog Handler will immediately notify the Director of Public Safety or his/her designee of this fact and of the amount of additional time spent by him/her in these duties, and the reason why additional time was required.

The Department will provide the following:

- a. Kennel
- b. Leash/collar
- c. Food
- d. Equipment required for program
- e. Payment of veterinary bills, including yearly checkups
- f. Boarding when Support Dog Handler is on vacation (or other time off necessary)

The Support Dog Handler hourly rate of pay shall be the same as that of the hourly rate of a Patrol Officer in the Police Department.

Should the Support Dog Handler leave the agency prior to the end of service life of the dog (less than seven years of the dog's service), the Support Dog Handler may purchase the dog for \$1,000. If the handler does not purchase the dog, it will be reassigned to another agency member.

## ARTICLE 42 – WAIVER CLAUSE

- 42.1 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 43 – DURATION

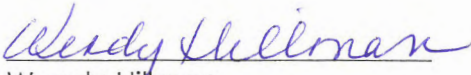
- 43.1 This Agreement will remain in full force and effect from 12:01 a.m., January 1, 2024 to midnight December 31, 2026. It will be automatically renewed from year to year thereafter unless either party notifies the other, in writing, 100 days prior to the anniversary date that it desires to modify 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.
- 43.2 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.
- 43.3 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.



CHARTER TOWNSHIP OF NORTHVILLE


  
Mark J. Abbo  
Township Supervisor

  
Glenn Caldwell  
Human Resources Director

  
Wendy Hillman  
Finance & Budget Director

12/14/2023  
Date

NORTHVILLE TOWNSHIP  
MICHIGAN ASSOCIATION OF POLICE

  
Justin Norlock  
President

  
Chad Trussler  
Business Agent

  
Benjamin Sellenraad  
Vice President

  
Melissa Sullivan  
PSO/Records Steward

12/14/2023  
Date

# APPENDIX A – WAGE SCALE

## Salary Grade Table

### COAM:

	2024		2025		2026		2027	
Communications	\$86,742	\$41.7028	\$89,344	\$42.9539	\$92,024	\$44.2425	\$94,785	\$45.5698
Sergeant	\$112,071	\$53.8802	\$115,433	\$55.4966	\$118,896	\$57.1615	\$122,463	\$58.8764
Lieutenant	\$121,568	\$58.4463	\$125,215	\$60.1997	\$128,972	\$62.0057	\$132,841	\$63.8659

### POAM:

	2024		2025		2026	
Start	\$66,588	\$32.0137	\$68,586	\$32.9741	\$70,644	\$33.9633
One Year	\$75,395	\$36.2476	\$77,657	\$37.3350	\$79,987	\$38.4551
Two Year	\$83,022	\$39.9145	\$85,513	\$41.1119	\$88,078	\$42.3453
Three Year	\$90,452	\$43.4863	\$93,165	\$44.7909	\$95,960	\$46.1346
Four Year	\$94,975	\$45.6612	\$97,825	\$47.0310	\$100,759	\$48.4420

### PSO (civilian)

	2024		2025		2026	
Start	\$48,407	\$23.2726	\$49,859	\$23.9707	\$51,355	\$24.6899
One Year	\$60,423	\$29.0495	\$62,236	\$29.9210	\$64,103	\$30.8186
Two Year	\$64,693	\$31.1025	\$66,634	\$32.0356	\$68,633	\$32.9967
Three Year	\$69,059	\$33.2017	\$71,131	\$34.1977	\$73,265	\$35.2236
Four Year	\$73,510	\$35.3414	\$75,715	\$36.4016	\$77,987	\$37.4937

### Records Clerk:

	2024		2025		2026	
Start	\$48,407	\$23.2726	\$49,859	\$23.9707	\$51,355	\$24.6899
One Year	\$60,423	\$29.0495	\$62,236	\$29.9210	\$64,103	\$30.8186
Two Year	\$64,693	\$31.1025	\$66,634	\$32.0356	\$68,633	\$32.9967
Three Year	\$69,059	\$33.2017	\$71,131	\$34.1977	\$73,265	\$35.2236
Four Year	\$73,510	\$35.3414	\$75,715	\$36.4016	\$77,987	\$37.4937

Defined Benefit Plan Adoption Agreement Addendum



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

The employer, a participating municipality or court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit (DB) Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Effective Date

The effective date shall be the first day of January, 2021.

II. Employer name Northville Chtr Twp

Municipality number 823001

This is an amendment of the existing Adoption Agreement for the MERS Defined Benefit.

Any changes to plan provisions apply to employees in the division on the effective date, as well as to new hires ongoing. Definitions will apply for all service accrued after the effective date.

Division number 82300102

Division name on file with MERS Police

III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Benefit. If an employee classification is included in the plan, then employees that meet this definition will receive service credit if they work the required number of hours to meet the service credit qualification defined below. All eligible employees must be reported to MERS.

Using your Division Name above, expand on the employee classifications that are eligible to participate in MERS. For example, if Division is "General," please insert specific classifications that are eligible for MERS such as "Clerical Staff," "Elected Officials," "Library Director," etc.:

POAM & COAM Employees

Employee classification contains public safety employees: [X] Yes [ ] No

Public safety employees include: law enforcement, parole and probation officers, employees responsible for emergency response (911 dispatch, fire service, paramedics, etc.), public works, and other skilled support personnel (equipment operators, etc.).

## Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Northville Chtr Twp

DIV: 82300102

If you elect to include a special classification (chart below), then the employee will be required to meet the Service Credit Qualification as defined under section IV (Provisions) in order to earn a month of service. Excluded classification will require additional information below.

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
<b>Temporary Employees:</b> Those who will work for the municipality fewer than _____ months in total.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Part-Time Employees:</b> Those who regularly work fewer than _____ per _____.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Seasonal Employees:</b> Those who will work for the municipality from _____ to _____ only.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Voter-Elected Officials</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Appointed Officials:</b> An official appointed to a voter-elected office.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Contract Employees</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Probationary Periods** (select one):

- Service will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, the employer will not report or provide service.

The probationary period will be \_\_\_\_\_ month(s).

Comments:

- Service will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.

## Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Northville Chtr Twp

DIV: 82300102

### IV. Provisions

#### 1. Service Credit Qualification

To clarify how eligible employees earn service credit, please indicate how many hours per month an eligible employee needs to work. For example, if you require 10 eight-hour days, this would be 80 hours per month. If an 'hour per day' has been defined (like ten 7-hour days), electing 70 hours will be required. Employees must meet the definition of Plan Eligibility in order to earn service credit under the plan.

To receive one month of service credit, an employee shall work (or be paid for as if working)

80 hours in a month.

#### 2. Leaves of Absence

Indicate by checking the boxes below, whether the potential for service credit will be allowed if an eligible employee is on one of the following types of leave, regardless of meeting the service credit qualification criteria.

Regardless whether an eligible employee is awarded service credit while on the selected type(s) of leave:

- MERS will skip over these months when determining the FAC amount for benefit calculations.
- Third-party wages **are not** reported for leaves of absence.
- Employers **are not** required to remit employer contributions based on leaves of absence when no wages are paid by the employer. However, an employer may submit additional voluntary contributions for the period of the leave in an amount determined by the employer.
- For **contributory divisions**, employee contributions are required for service credit to be retained. Employee contributions will be collected based on the Service Credit Qualification. Employers will calculate employee contributions due using the employee's current hourly rate (prior to leave). For example if 120 hours is required for service credit, then employee contributions shall be equal to 120 hours times the employee's hourly rate. Employees have three times the length of leave, to a maximum of five years, to pay required employee contributions. Leaves of absence are required to be reported to MERS, including the employee's start and end date per month, along with the employee's hourly rate.

Type of Leave	Service Credit Granted	Service Credit Excluded
<b>Short- and Long-Term Disability</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Workers' Compensation</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Unpaid Family Medical Leave Act (FMLA)</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Other:</b> _____ For example, sick and accident, administrative, educational, sabbatical, etc.	<input type="checkbox"/>	<input type="checkbox"/>
<b>Other 2:</b> _____ Additional leave types as above	<input type="checkbox"/>	<input type="checkbox"/>

Leaves of absence due to military service are governed by the *Federal Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37).

## Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Northville Chtr Twp

DIV: 82300102

### 3. Definition of Compensation

The Definition of Compensation is used to calculate a participant's final average compensation and is used in determining both employer and employee contributions. Wages paid to employees, calculated using the elected definition, must be reported to MERS.

Select your Definition of Compensation here. If you choose to customize your definition, skip this table and proceed to page 5.

	<input type="radio"/> Base Wages	<input type="radio"/> Box 1 Wages	<input type="radio"/> Gross Wages
<b>Types of Compensation</b>			
<b>Regular Wages</b> Salary or hourly wage X hours PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) On-call pay	All Regular Wages included	All Regular Wages included	All Regular Wages included
<b>Other Wages</b> Shift differentials Overtime Severance issued over time (weekly/bi-weekly)	Excluded	All Other Wages included	All Other Wages included
<b>Lump Sum Payments</b> PTO cash-out Longevity Bonuses Merit pay Job certifications Educational degrees Moving expenses Sick payouts Severance (if issued as lump sum)	Excluded	All Lump Sum Payments included	All Lump Sum Payments included
<b>Taxable Payments</b> Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) Prizes, gift cards Personal use of a company car Car allowance	Excluded	All Taxable Payments included	All Taxable Payments included
<b>Reimbursement of Nontaxable Expenses</b> (as defined by the IRS) Gun, tools, equipment, uniform Phone Fitness Mileage reimbursement Travel through an accountable plan (i.e. tracking mileage for reimbursement)	Excluded	Excluded	Excluded
<b>Types of Deferrals</b>			
<b>Elective Deferrals of Employee Premiums/Contributions</b> 457 employee and employer contributions 125 cafeteria plan, FSAs and HSAs IRA contributions	All Elective Deferrals included	Excluded	All Elective Deferrals included
<b>Types of Benefits</b>			
<b>Nontaxable Fringe Benefits of Employees</b> Health plan, dental, vision benefits Workers compensation premiums Short- or Long-term disability premiums Group term or whole life insurance < \$50,000	All Nontaxable Fringe Benefits included	Excluded	All Nontaxable Fringe Benefits included
<b>Mandatory Contributions</b> Defined Benefit employee contributions MERS Health Care Savings Program employee contributions	All Mandatory Contributions included	Excluded	All Mandatory Contributions included
<b>Taxable Fringe Benefits</b> Clothing reimbursement Stipends for health insurance opt out payments Group term life insurance > \$50,000	Excluded	Excluded	All Taxable Fringe Benefits included
<b>Other Benefits / Lump Sum Payments</b> Workers compensation settlement payments	Excluded	Excluded	All Other Lump Sum Benefits included

## Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Northville Chtr Twp

DIV: 82300102

**SKIP THIS TABLE** if you selected one of the standard definitions of compensation on page 4.

**CUSTOM:** If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions.

### Types of Compensation

**Regular Wages**

- |  |                                       |
|--|---------------------------------------|
| <input checked="" type="checkbox"/> Salary or hourly wage X hours  | <input type="checkbox"/> On-call pay  |
| <input checked="" type="checkbox"/> PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) | <input type="checkbox"/> Other: _____ |

**Other Wages** apply: YES  NO

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Shift differentials | <input type="checkbox"/> Severance issued over time (weekly/bi-weekly) |
| <input checked="" type="checkbox"/> Overtime            | <input type="checkbox"/> Other: _____                                  |

**Lump Sum Payments** apply: YES  NO

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> PTO cash-out       | <input type="checkbox"/> Educational degrees                        |
| <input checked="" type="checkbox"/> Longevity          | <input type="checkbox"/> Moving expenses                            |
| <input checked="" type="checkbox"/> Bonuses            | <input type="checkbox"/> Sick payouts                               |
| <input checked="" type="checkbox"/> Merit pay          | <input type="checkbox"/> Severance (if issued as lump sum)          |
| <input checked="" type="checkbox"/> Job certifications | <input checked="" type="checkbox"/> Other: 400 max hours reportable |

**Taxable Payments** apply: YES  NO

- |   |  |
|---|--|
| <input type="checkbox"/> Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) | <input type="checkbox"/> Car allowance |
| <input type="checkbox"/> Prizes, gift cards   | <input type="checkbox"/> Other: _____  |
| <input type="checkbox"/> Personal use of a company car  |  |

**Reimbursement of Nontaxable Expenses** (as defined by the IRS) apply: YES  NO

- |   |   |
|---|---|
| <input type="checkbox"/> Gun, tools, equipment, uniform | <input type="checkbox"/> Mileage reimbursement  |
| <input type="checkbox"/> Phone                          | <input type="checkbox"/> Travel through an accountable plan (i.e. tracking mileage for reimbursement) |
| <input type="checkbox"/> Fitness                        | <input type="checkbox"/> Other: _____   |

### Types of Deferrals

**Elective Deferrals of Employee Premiums/Contributions** apply: YES  NO

- |  |  |
|--|--|
| <input type="checkbox"/> 457 employee and employer contributions | <input type="checkbox"/> IRA contributions |
| <input type="checkbox"/> 125 cafeteria plan, FSAs and HSAs       | <input type="checkbox"/> Other: _____      |

### Types of Benefits

**Nontaxable Fringe Benefits of Employees** apply: YES  NO

- |  |  |
|--|--|
| <input type="checkbox"/> Health plan, dental, vision benefits    | <input type="checkbox"/> Group term or whole life insurance < \$50,000 |
| <input type="checkbox"/> Workers compensation premiums           | <input type="checkbox"/> Other: _____                                  |
| <input type="checkbox"/> Short- or Long-term disability premiums |  |

**Mandatory Contributions** apply: YES  NO

- |  |                                       |
|--|---------------------------------------|
| <input type="checkbox"/> Defined Benefit employee contributions                  | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> MERS Health Care Savings Program employee contributions |                                       |

**Taxable Fringe Benefits** apply: YES  NO

- |   |   |
|---|---|
| <input type="checkbox"/> Clothing reimbursement                         | <input type="checkbox"/> Group term life insurance > \$50,000 |
| <input type="checkbox"/> Stipends for health insurance opt out payments | <input type="checkbox"/> Other: _____                         |

**Other Benefits / Lump Sum Payments** apply: YES  NO

- |   |                                       |
|---|---------------------------------------|
| <input type="checkbox"/> Workers compensation settlement payments | <input type="checkbox"/> Other: _____ |
|---|---------------------------------------|

## Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Northville Chtr Twp

DIV: 82300102

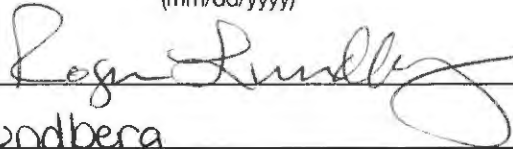
### V. Execution:

#### Authorized Designee of Governing Body of Municipality or Chief Judge of Court

This foregoing Addendum is hereby approved by Northville Charter Township

at a Board Meeting which took place on: 12-17-20  
(mm/dd/yyyy)

Authorized Signature: \_\_\_\_\_



Printed Name: \_\_\_\_\_

Roger Lundberg

Title: Township Clerk

Date: 1-14-20

I understand that approved board minutes are required to complete this request.

Board minutes should be sent to: [DataCollectionProject@mersofmich.com](mailto:DataCollectionProject@mersofmich.com)