

AGREEMENT
BETWEEN
THE CITY OF NORTHVILLE
AND
NORTHVILLE POLICE OFFICERS ASSOCIATION
AND
POLICE OFFICERS ASSOCIATION OF MICHIGAN

Effective July 1, 2004 through June 30, 2008

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
1.....	Purpose	1
2.....	Definitions	1
3.....	Management Rights	2
4.....	Recognition and Coverage.....	3
5.....	Association Security and Dues	3
6.....	Association Responsibilities	4
7.....	Association Rights and Benefits.....	5
8.....	Seniority and Layoffs	6
9.....	Settlement of Disputes	7
10	Special Conferences	10
11	Work Schedule and Shift Coverage.....	10
12	Overtime	13
13	Sick Leave	17
14	Bereavement Leave	18
15	Vacation Leave.....	19
16	Leave of Absence.....	21
17	Maternity Leave	21
18	Promotions and Personnel Rules	22
19	Vehicle Maintenance	23
20	Wages and Fringes	24
21	Miscellaneous Provisions	32
22	Maintenance of Conditions.....	33
23	Waiver	34
24	Savings Clause	34
25	Effective Date and Modification.....	34

AGREEMENT

This Agreement entered into between the City of Northville, hereinafter referred to as the "City" or the "Employer" and the Northville Police Officers Association and Police Officers Association of Michigan, hereinafter referred to as the "Association".

ARTICLE 1 - PURPOSE

1.1 - The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the City of Northville in its capacity as an Employer, the employees represented by the Association, and the people of the City of Northville.

1.2 - The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing proper services to the community.

1.3 - The Employer and the Association encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

1.4 - To these ends, the parties hereto have entered into this Agreement pursuant to the authority of Act 379 of the Public Acts of 1965, as amended, to incorporate understandings previously reached and other matters into a formal contract, to improve the public police services, and to provide an orderly and equitable means of resolving future differences between the parties.

ARTICLE 2 - DEFINITIONS

2.1 - "Association" means the Northville Police Officers Association (NPOA), affiliated with the Police Officers Association of Michigan (POAM).

2.2 - "Association Officer" means any of the elected or appointed officers of the Association, including but not limited to be president, vice-president, secretary, and treasurer.

2.3 - "Bargaining Unit" means all full-time employees of the Department under the rank of sergeant, excluding senior police clerk.

2.4 - "Chief" means the Chief of Police of the Northville Police Department, or the officer in charge of the Police Department, if other than the Chief of Police.

2.5 - "City" means the City of Northville.

2.6 - "Command Officer" means any member of the Northville Police Department above the rank of patrol officer.

2.7 - "Department" means the Northville Police Department.

2.8 - "Employee" means any full time employee of the Department below the rank of sergeant, excluding senior police clerk.

2.9 - "Employer" means the City of Northville.

2.10 - "Immediate Supervisor" means the immediate supervising officer of the employee.

2.11 - "Grievance" means any dispute or controversy arising out of terms and/or conditions of employment relationships between either a member and the City or the Association and City.

2.12 - "He" means he or she.

2.13 - "His" means his or hers.

2.14 - "Notice to the Association" means a written letter or memorandum addressed and forwarded to the president of the Association.

2.15 - "Regular Officer" means any full time member of the Northville Police Department of the rank of patrol officer or above.

2.16 - "Patrol Unit" means a fully equipped emergency vehicle which is used during daily patrol duties by uniformed officers.

ARTICLE 3 - MANAGEMENT'S RIGHTS

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

3.2 - The Association recognizes the exclusive right of the City to establish reasonable work rules, determine reasonable schedules of work, determine and establish methods, processes, and procedures by which such work is to be performed as well as set work standards. The City also reserves the right to make work assignments in emergency situations.

3.3 - The City has the right to schedule overtime work as required.

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

3.5 - The City reserves the right to classify existing positions based on assigned duties and responsibilities or make changes in assigned duties and responsibilities.

3.6 - The City reserves the right to leave classified positions unfilled for lack of funds, or lack of suitable personnel, or the occurrence of conditions beyond the control of the City, or where such continuation of work would be wasteful and unproductive.

3.7 - It is hereby expressly agreed and understood between the parties hereto that the delineation herein of rights and powers possessed by the City as "Management Rights" shall not be construed as allowing or permitting said City or its agents and employees from undertaking action against one or more members of the Association which is arbitrary or capricious with regard to the rights, duties or benefits of said members; further, this provision is not to be construed as infringing upon the right of said City, its agent or employees, from implementing and effectuating policies affecting one or more employees premised upon merit selection.

3.8 – The City shall have the right to subcontract bargaining unit work to other units of government, or to merge or consolidate operations with another unit of government, upon prior written notice to the Union; provided that (1) no current member of the bargaining unit who has seniority shall be laid off or demoted as a result of the subcontracting, merger, or consolidation; and (2) no current member of the bargaining unit who has seniority shall receive a reduction in wages or benefits as a result of the subcontracting, merger, or consolidation.

ARTICLE 4 - RECOGNITION AND COVERAGE

4.1 - Under the provision of Act No. 379 of the Public Acts of 1965, as amended, of the State of Michigan, the Employer recognizes the Police Officers Association of Michigan as the exclusive collective bargaining representative for all full time certified patrol officers and full time dispatcher clerks for the purpose of bargaining with respect to wages, hours of employment, and other conditions of employment for all employees below the rank of Sergeant, excluding senior police clerks.

ARTICLE 5 - ASSOCIATION SECURITY AND DUES

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

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Association at that time shall be required to continue membership in the Association or pay a monthly service charge for the duration of this Agreement.
- B. Employees covered by this Agreement as defined in the Article entitled, "Recognition", who are not members of the Association at that time it becomes effective and who have been employed for a period of thirty (30)

calendar days, who do not make application for membership in the Association within thirty (30) calendar days after the effective date of this Agreement, shall, commencing with the first monthly deduction thereafter and for the duration of this Agreement, pay to the Association a service charge in an amount equal to the regular monthly dues as a contribution toward the administration of this Agreement.

- C. Employees covered by this Agreement as defined in the Article entitled, "Recognition" who are not members of the Association at the time it becomes effective and who have been employed for less than thirty (30) calendar days, and employees hired, rehired, or transferred into the Bargaining Unit after the effective date of this Agreement, who do not make application for membership in the Association within thirty (30) calendar days of service, shall, commencing with the first monthly deduction thereafter and for the duration of this Agreement, pay to the Association the service charge defined in (B) above.

5.2 - Any employee who fails to comply with the provisions set forth above shall, at the request of the Association to the Employer, be discharged from the service of the Employer ten (10) days after such employee received notification from the Employer of such employee's violation of this Article.

5.3 - Deductions for each calendar month shall be remitted to the Association with a listing of employees for whom said deductions were made within fifteen (15) days after date of deduction.

ARTICLE 6 - ASSOCIATION RESPONSIBILITIES

6.1 - Recognizing the crucial role of law enforcement in the preservation of the public health, safety, and welfare of a free society, the Association agrees that it will take all reasonable steps to cause the employees covered by this Agreement, individually and collectively, to perform all police duties, rendering loyal and efficient services to the best of their abilities.

6.2 - The Association, therefore, agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represents; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from their work or abstain in whole or in part, from full, faithful, and proper performance of all the duties of their employment.

6.3 - The Association further agrees that it shall not encourage any strikes, sit-downs, stay-in's, slow-downs, stoppages of work, malingering, or any acts that interfere in any manner to any degree with the continuity of police services to the community.

6.4 - The City agrees to deliver a copy of this Agreement to each employee.

ARTICLE 7 - ASSOCIATION RIGHTS AND BENEFITS

7.1 - The Association may schedule and conduct its meetings on Police Department property provided it does not disrupt the duties of the employees or the efficient operation of the department, and certified in advance by the Chief or City Manager. Members of the Association who are working on the shift in which the meeting is held may attend the meeting, provided that the Association has requested an adjustment in the regular schedule to allow it at least two (2) weeks in advance. Such request shall be made in writing to the Chief of Police, specifying the date, time and expected length of said meeting. The Chief shall either confirm the date or propose an alternate date to be within seven (7) calendar days after the date requested, said response by the Chief to be made in writing within twenty-four (24) hours of said original request.

7.2 - The City agrees to meet at least once each month with the Association committee, if requested to do so, at a mutually convenient time, to discuss with the City issues which would improve the relationship between the parties.

7.3 - The City will provide a bulletin board with locking cover in the Police Department, which may be used by the Association for posting notices, including but not limited to notices of the following types:

- A. Any notices pertaining to or affecting the Association membership, such as Association reports, notices of Association meetings, elections, recreational and/or social functions.
- B. Information of happenings of other departments, or associations.
- C. Miscellaneous items of general interest to members which are in good taste and would not be offensive to the public.

7.4 - The City will allow any one Association officer time off from regularly scheduled duties, subject to adequate shift coverage being available, for official meetings on the following:

- A. With City regarding negotiations, special meetings, grievance matters, etc.;
- B. At official meetings or conferences of the Association (i.e., Legislative Dinner, Delegates Meeting, Labor Seminar, etc.);
- C. Meetings with members involved in some step of the grievance procedure; and
- D. Investigation of grievance, or unfair labor disputes.

In addition, a second Association officer shall be allowed time off from regularly scheduled duties, subject to adequate shift coverage being available, for annual contract negotiating sessions with the City representatives.

7.5 - Additional Association officers desiring to attend any of the above meetings shall make arrangements by shift exchanges with other employees.

ARTICLE 8 - SENIORITY AND LAYOFFS

8.1 - Seniority of a new employee shall be commenced after the employee has completed his probation period of one (1) year and shall be retroactive from the first day of last employment. An employee shall forfeit his seniority rights only for the following reasons:

- A. He resigns.
- B. He is dismissed and is not reinstated.
- C. As a result of proper disciplinary action under the terms of this Agreement and the Department Rules and Regulations, resulting in temporary suspension during which suspension the employee's seniority shall not accumulate and the employee shall not be allowed to exercise any rights provided herein on the basis of seniority. Upon reinstatement after a temporary suspension, the employee shall have the seniority which he had at the start of said suspension.
- D. He retires.

8.2 - Layoffs shall be made in conformity with the principle of seniority; i.e., the last employee hired being the first to be laid off, and the first one laid off being the last to be recalled. No new employees shall be hired if there are any employees that are laid off, unless such employees no longer desire employment with the City, and fail to return to duty after being recalled. An employee will be given at least a two week written notice prior to being laid off.

8.3 - Layoffs will be made in the following manner:

- A. Part time employees first.
- B. Full time employees.

Employees within a classification can bump down to a lower classification if such employee has more departmental seniority than employees in the lower classification. The ranking of classifications for the purpose of bump down provisions will be from highest to lowest patrol officer, and dispatchers.

8.4 - If the City lays off a member of the Northville Command Officers Association, that member has the option of bumping down into the Northville Police Officers bargaining unit or accepting the layoff. If the NCOA member chooses to bump into a patrol officer classification in the police officers bargaining unit, he shall be placed within the unit according to his department seniority and afforded all the wages, benefits, and conditions of employment contained in this agreement and the patrol officer with the least department seniority may be laid off. Any former member of the Northville City Command Officers Association who either accepted layoff or bumped into the NPOA shall first be returned to his former position in the command officer bargaining unit before any new promotions can take place.

ARTICLE 9 - SETTLEMENT OF DISPUTES

9.1 - Whenever an employee believes he has cause for a grievance on any matter concerning his employment, it may be processed as set forth below; provided, however, this procedure is not intended to deny any employee's rights under any other legally constituted agency of government.

9.2 - Step 1A. The employee, with the Association representative or the representative acting alone but in behalf of the employee, shall, within fifteen (15) calendar days of the occurrence of the grievance or the employee's knowledge of same, discuss the complaint with the employee's supervisor who is most directly involved in the complaint. The supervisor shall then attempt to resolve the matter, or shall respond in writing to the Association representative or the employee within five (5) calendar days.

9.3 - Step 1B.

- A. If the grievance is not satisfactorily answered in Step 1A, the Association representative may present the grievance in writing to the Police Chief within fifteen (15) calendar days after receipt of the answer in Step 1A.
- B. The Police Chief, upon receipt of the grievance, shall within fifteen (15) calendar days, submit a written answer to the Association representative.

9.4 - Step 2.

- A. If the grievance is not satisfactorily answered in Step 1B, the Association representative may present the grievance in writing to the City Manager within ten (10) calendar days after receipt of the answer in Step 1B.
- B. The City Manager upon receipt of the grievance, shall, within ten (10) calendar days, submit a written answer to the Association representative.

9.5 - Step 3.

- A. If the representative of the Association is not satisfied with the answer, he shall, within ten (10) calendar days after receipt of the answer from Step 2, submit the grievance and answers received in Step 1 and 2 in writing to the City Council.
- B. The City Council shall forward its answer in writing to the Association within ten (10) calendar days after hearing the grievance.

9.6 - Step 4. If the grievance is still unresolved after Step 3, and the grievance relates to the interpretation, application, or enforcement of this Agreement or any supplemental agreement, and the grievance has been fully processed through Step 3 of the grievance procedure as herein provided, it may be submitted to arbitration in strict accordance with the following:

- A. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. The Association and the City shall attempt to mutually agree upon the selection of the arbitrator. If, within seven (7) calendar days after notice, the parties are unable to agree upon an arbitrator, the party desiring arbitration shall refer the matter to the Federal Mediation and Conciliation Service ("FMCS") for the selection of an impartial arbitrator, who will make a determination of the dispute in accordance with the rules of the FMCS. Each Party may strike one Panel of arbitrators submitted by FMCS and the Parties shall select the arbitrator by alternatively striking one name from the list with the final name being the arbitrator selected.
- B. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of this Agreement, and he shall be without power and authority to make any decision which:
 - 1. Is contrary to or inconsistent with or modifies or varies in any way the terms of this Agreement;
 - 2. Grants any wage increases or decreases;
 - 3. Grants any right or relief for any period of time whatsoever prior to the execution date of this Agreement;
 - 4. Would require the delegation, alienation or relinquishing of any powers, duties, responsibilities, or obligations which by State Law or State Constitution the Employer can delegate, alienate, or relinquish.
- C. No settlement at any stage of the grievance procedure except an arbitration decision shall be precedent in any arbitration and shall not be admissible in evidence in any future arbitration proceeding.

- D. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case, except by express agreement of the parties.
- E. There shall be no appeal from the arbitrator's decision if made in accordance with his jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the Employer, on the employee or employees, and on the Association.
- F. In the event a case is appealed to the arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- G. The expense of the arbitrator shall be shared equally by the parties. The aggrieved and his Association representative shall not lose pay for time off the job while attending the arbitration proceedings.

9.7 - It is understood by the parties that to protect the procedure for dealing with grievances as outlined in this Agreement and to insure the movement of the grievance within the prescribed time limits, the following is agreed to:

- A. If the Association fails to appeal a grievance from Step 2 and 3 of the grievance procedure to the next step within the prescribed time limits, the grievance shall be considered resolved on the basis of the Employer's last answer.
- B. If the Employer fails to answer a grievance within the prescribed time limits of Step 2 and 3 of the procedure, the Association shall be granted the relief requested in said grievance.
- C. The prescribed time limits in any step may be extended by mutual written agreement of the Association and the City.

9.8 - Employees suspended or demoted for cause may request, through the Association, review of said suspension or demotion before the City Manager.

- A. The Association and Management shall conduct independent investigations concerning the suspension or demotion.
- B. Prior to the review, the Administration and the Association representative shall review the finding of their investigation.
- C. Reviews before the Employer to review discharges, suspensions and demotions for cause shall be heard in a closed session, with only the principal Management and such representatives as deemed necessary by the Association.

ARTICLE 10 - SPECIAL CONFERENCES

10.1 - Special conferences for important matters will be arranged between the Association President and the Employer upon the request of either party. Unless otherwise agreed, such meetings shall be between two representatives of the Employer and three representatives of the Association, one or more of which may be a POAM representative. Unless otherwise agreed, arrangements for such special conferences shall be made at least twenty-four (24) hours in advance, not including Saturday and Sunday. An agenda of the matters to be taken up at the meeting together with the names of the conferees representing the requesting party shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda unless an addition to the agenda is agreed to by both parties at the beginning of said conference. Members of the Association shall not lose time or pay for time spent in such special conferences and no additional compensation will be paid to such employees for time spent in such conference beyond regular work.

ARTICLE 11 - WORK SCHEDULE AND SHIFT COVERAGE

11.1 - Shift Rotation. Shifts shall be rotated every three (3) months with selection of shift assignments being on a seniority basis, except as limited by the following:

- A. Probationary employees shall be distributed over all shifts as evenly as possible.
- B. No officer shall select the same shift for four (4) consecutive shift rotations, and no officer shall be assigned to the same shift for four (4) consecutive shift rotations unless required for the effective operation of the department. The shift rotation would, therefore, be limited to three (3) consecutive shift rotations (or nine months).
- C. No later than March 10, June 10, September 10 and December 10 of each year, each employee shall submit a form to the Department indicating which of the two shifts is preferred for the next rotation. The Department shall prepare the schedule based on the above limitations, so as to meet as many of the shift preferences as possible, in order of seniority. The schedule shall be posted at least ten (10) days in advance of the start of the new schedule. The schedule shall be subject to change when necessary in the opinion of the Chief of Police for the effective operation of the Department, provided that employees are given at least forty-eight (48) hours notice, except in case of an emergency. The provisions of this section do not apply to overtime assignments.
- D. No employee shall be changed on the schedule for the personal convenience of another employee without the consent of both employees.

- E. The City shall operate the Department on a 7/2-8/4 or 8/2-7/4 schedule (i.e., seven (7) days on, two (2) days off; eight (8) days on, four (4) days off.) The four (4) days will be over a weekend.

11.2 - Trading Time. Employees who wish to trade scheduled shifts during a particular quarter shall submit a written notice of their intent to do so at least twenty (20) days prior to the month in which such trading is proposed to occur, and signed by both employees. Employees trading time shall adjust their patterns of days off so that no additional overtime results. Limited shift trading shall be permitted, when necessary for personal reasons, on shorter notice to the Department. However, no trading shall be permitted which (a) results in an employee's working one shift only on a regular basis; or (b) results in additional scheduled overtime; or (c) leaves a shift without adequate supervision. If a proposed trade is denied, a written reason for such denial shall be given in writing to the employee, at least twenty-four (24) hours prior to the intended trade, if possible.

11.3 - Lunch Time. Employees shall be permitted up to thirty (30) minutes for lunch during the eight (8) hour tour of duty, subject to the operating needs of the Department. Relief shall be given to patrol officers assigned to desk duties for the purpose of taking their lunch breaks outside the station as long as the officer meets the following:

- A. The officer is road-ready upon leaving the station;
- B. Goes directly to a designated location for the lunch break;
- C. Is available to handle radio runs, if necessary; and
- D. Returns to the station upon finishing the lunch break.

This procedure will apply only when normal operating conditions exist within the Police Department.

Proper relief will be given to dispatchers allowing the person to have the lunch break away from the dispatch area but within the Police Department.

Police officers assigned to the race track detail shall be relieved from their post allowing them to have a lunch period away from the assigned post, but the officer is restricted to the interior of the race track.

Police officers assigned to the race track detail shall be allowed to take their lunch period at their discretion so long as it does not interfere with the operation of the track detail.

11.4 - Number on Duty. The Chief of Police shall be responsible for providing a minimum of two (2) regular officers on duty for general patrol duties on the afternoon and midnight shifts, said officers to be available to respond immediately to calls within the City. In addition, every effort shall be made to provide the same coverage on the day shift also, but in the event that it is not possible to do so, at least one (1) additional officer (other than the officer assigned to patrol duty) will be on duty and assigned to such

duties so that he will be able to respond immediately to assist the patrol officer when necessary. The officer responding from the station will do so in a fully-equipped emergency patrol unit, if one is available. It is understood that the manpower commitments described herein are not intended to prevent an officer on duty from traveling to neighboring jurisdictions for necessary business involving a short period of time outside the City limits, and from which he may reasonably expect to be able to return within five (5) minutes of being called for an emergency.

In the event that three (3) or more regular officers are on duty and assigned to patrol duties during a shift, the shift commander shall have the authority to assign the patrol officers to one-man patrol units, or to a combination of the two, depending on which assignment the command officer feels will give the best coverage for the circumstances expected during the shift. If one man Patrol units are assigned then each officer will patrol in a fully-equipped emergency patrol unit, if one is available. Any vacancy occurring during said hours shall be filled according to rotating schedule. The City shall not be deemed in violation of this contract should manpower not be available.

11.5 - Racetrack - Shift Manpower. During live racing dates assigned by the Racing Commissioner of Michigan, a minimum of three regular officers shall be scheduled for general police duty. In the event that less than three regular officers are available after fulfillment of the procedure delineated in Section 11.4 above, part-time officers may be used in place of regular officers and shall be scheduled according to the supervisor on duty. A part-time officer shall not be assigned to a car without a regular officer.

11.6 - Racetrack - Regular Officers:

- A. Under the present arrangement for security services with Northville Downs, a minimum of two (2) regular officers shall be provided.
- B. Part-time officers will not replace regular officers' positions unless there are not a sufficient number of regular officers available to fill all regular officer positions.

11.7 - Racetrack Detail. If no officers are specifically assigned to the race track detail then this detail will be developed as follows:

- A. Officers are allowed to volunteer for this detail with highest seniority officers getting first choice.
- B. If vacancies still need to be filled, then it will be accomplished by assigning the lowest seniority officers until the detail is complete.
- C. Officers assigned to this detail will have the same work schedule as described in Article 11, Section 11.1.

11.8 - Shift Commander.

- A. If a command officer above the rank of patrol officer is not on duty during a shift, or goes off duty during a shift and is not replaced by a call-in with another officer above the rank of patrol officer, then the senior patrol officer on duty shall be the shift commander and shall be paid at the entrance rate for sergeant for the hours during which he is the shift commander. This "OIC" pay shall not be reduced as the result of calls to or from a command officer, who is not on duty, for the purpose of obtaining advice or direction.
- B. Patrol officers who are scheduled to be the shift commander for a patrol shift shall report for duty fifteen (15) minutes prior to the start of the scheduled shift, to assure a smooth transition from one shift to the next. This shall be compensated for by compensatory time off equal to the amount of time required for early reporting.
- C. In the event that there is a change in the shift commander as the result of a schedule change (shift change, sick call, etc.) the officer who is most senior and who actually reports for duty for the fifteen (15) minute transition period will be entitled to the fifteen (15) minute compensatory time. Only one officer per shift shall be entitled to this compensation.

ARTICLE 12 - OVERTIME

12.1 - Overtime work under the following conditions will be compensated for at one and one-half (1-1/2) times the regular rate of pay or by one and one-half (1-1/2) compensatory time off, at the discretion of the employee, except that the Chief of Police is responsible for scheduling time off.

- A. Hours worked in excess of the regular eight (8) hour shift when required by the Police Chief or the terms of this contract. This is meant to include regularly scheduled staff meetings but not to include disciplinary meetings. If an officer is called in to work, a three (3) hour minimum shall apply. The minimum shall not apply for a shift extension prior to, or at the end of, a shift. The term "shift extension" will apply to patrol related duties, including prisoner transports. The minimum shall apply to special callbacks for investigations (accident investigators, evidence technicians), civic events (such as parades) and other special details (such as races and commercial filming), that do not begin during the officer's shift.
- B. Hours worked on a day other than ten (10) regularly scheduled days in each two week pay period, except holidays, when required by the Chief of Police. Herein a four (4) hour minimum shall apply. A shift extension as defined in section 12.1A does not apply to this section.
- C. Hours attending court sessions when required by the Chief of Police or other legally competent authority. Herein a minimum of four (4) hours shall apply, unless court is scheduled to begin within two (2) hours of the end of

an employee's shift. In that event, the employee shall receive overtime based on actual hours worked, with a minimum of three (3) hours paid.

- D. Overtime work in connection with Northville Downs during the meet schedule established by the Racing Commission of the State of Michigan except overtime on a holiday. All regular officers will receive at least four (4) hours of overtime for each night of overtime worked at the track.
- E. Employees working on a regular eight (8) hour shift on a holiday will be compensated at the rate of straight time plus one half (1/2) his regular rate of pay in addition to his holiday pay consistent with Section 20.9.
- F. Pyramiding of overtime will not be allowed. Officers who attend court during off duty hours after being called in for a different assignment (or vice versa) shall be paid either the guaranteed call-in minimum, or actual hours of combined overtime work, whichever is greater.
- G. Compensatory time may accrue up to maximum of 480 hours and will be paid at the employee's current hourly rate.

12.2 - Overtime work on holidays will be compensated for at two (2) times the regular rate of pay.

12.3 - Overtime required to be worked on a vacation day, or on the off-duty days immediately preceding or following a period of five (5) or more consecutive vacation days, shall be compensated for at two (2) times the regular rate of pay; provided that overtime which occurs on one vacation day or the first of two (2) or more consecutive vacation days, when such overtime was scheduled prior to the request for vacation leave, shall be compensated for at the normal overtime rate as provided in Section 12.1 or 12.2.

12.4 - No overtime compensation will be granted or paid for training unless written approval is granted by the Chief of Police.

12.5 - Stand-by

- A. When required to stand-by at home by the Chief of Police or other competent authority, compensation shall be paid at one and one-half (1-1/2) times the regular rate of pay with a minimum of three (3) hours being paid.
- B. If an employee who is on stand-by is called in to work, then a minimum of four (4) hours shall apply and no standby pay shall be paid.

- C. Section A shall not apply when an employee is contacted during such time as calls are being made to cover a shift or assignment pursuant to the overtime equalization call in procedure. All efforts shall be made to complete the call in procedure and to release any employee contacted as soon as possible.

12.6 - Overtime shall be distributed as equally as possible within each classification, subject to the needs of the department and the availability of manpower.

12.7 - An overtime chart shall be kept and made available to all employees. Management shall use the chart in assigning overtime, within the limits described herein.

12.8 - The policy to distribute overtime as equally as possible is a goal rather than a guarantee, and it is recognized by both the Association and Management that overtime resulting from such activities as court cases and investigations may prevent Management from fully equalizing overtime through routine assignments.

12.9 - To distribute overtime as equally as possible, overtime shall be assigned according to the following procedure:

- A. One overtime equalization chart shall be kept on a fiscal year basis, and all employees shall begin on July 1st of each year with a zero balance. It is understood that when an employee is promoted, the overtime for that employee will be equalized with other employees in the higher classification only from the date of promotion, and not for the entire fiscal year in which the promotion occurs.
- B. The employee who is lowest in overtime hours worked, who qualifies for the overtime assignment, shall be offered the overtime assignment. If the employee indicates a preference to work half of the scheduled overtime, then the command officer on duty shall attempt to find another employee who will work the other half. If no other employee is willing to work the split shift, then the first employee on the overtime list will be offered the full overtime shift before other employees.
- C. When an overtime assignment is to be made, the command officer on duty at the time the assignment is being made shall call the employee, or direct another employee on duty to call the employee, according to the requirement in section 12.9(B) above.
- D. If an employee is not available at his residence or other location made known ahead of time to Management, or refuses an overtime assignment, he shall be charged for an amount of overtime equal to that which he would have worked, for purposes of overtime equalization. The officer making the call shall fill out a form showing the employee's name, the date and time called, and the basis for the overtime charge; the officer making the call shall sign the form. Employees on an approved FMLA leave are deemed

to be not available and therefore charged for the amount of overtime as described above.

- E. If an employee is not available for or refuses an overtime assignment, then the next lowest seniority employee meeting the requirements in section 12.9(B) above shall be offered the overtime assignment.
- F. If no employee accepts the overtime assignment then the Chief of Police or his designate will order in the employee qualified for the assignment based on the following:
 - 1. The employee with the lowest seniority who will not work more than sixteen (16) hours straight and will have at least eight (8) hours off duty before being assigned to work again.
 - 2. An employee shall not be ordered in to replace another full-time dispatcher, unless no qualified part-time dispatcher is available.
- G. Part-time officers will not be used in place of regular officers for the purpose of avoiding assignment of overtime, but may be used as they have in the past for civic events; for example: school events, private parties, the uptown sidewalk sale, and routine non-dangerous, security assignments or where the Chief of Police determines that use of part-time officers will enhance public safety. Part-time officers will not be used in the event of any potentially dangerous situations without adequate direct supervision by regular officers, nor unless all regular officers have been called first. In the event there is a question as to the use of part-time officers, the Association and the City will meet and work out a mutually agreeable assignment plan.
- H. Part-time employees will not be used to replace regular employees for clerical or dispatching work for the purpose of avoiding assignment of overtime to regular employees. This does not restrict the use of part-time employees during the original scheduling process.
- I. Overtime that needs to be filled for the next monthly schedule or for the operational needs of the Department will be posted for voluntary sign-up. The assignments will be posted at the time the next monthly schedule is posted or ten (10) calendar days prior to the assignment. Employees will have five (5) calendar days to respond to the postings. The listing of names on the sign up sheet shall be as listed on the overtime equalization chart at the time of the posting. If overtime assignments go unfilled, the overtime will be assigned and posted on the schedule pursuant to Section F of this Article. It will be the employees' responsibility to review the schedule to determine whether they have been assigned overtime assignments. A failure by the employee to respond to the posting will be treated as if he refused the overtime. The filling of overtime assignments with less than ten (10) days notice will be filled by the "call in" procedure.

- J. Employees wanting to voluntarily give up overtime assignments must post the overtime assignment on a sign up sheet. The assignments will be posted ten (10) calendar days prior to the assignment. Employees will have five (5) calendar days to respond to the postings. The listing of names on the sign up sheet shall be as listed on the overtime equalization chart at the time of the posting. A failure by the employee to respond to the posting will be treated as if he refused the overtime, provided that an employee will not be charged a second time for overtime previously refused. The filling of overtime assignments with less than ten (10) days notice will be filled by the "call in" procedure with calls being the responsibility of the employee wishing to give up the overtime. If no other employee accepts the overtime, the employee shall work the assignment.

ARTICLE 13 - SICK LEAVE

13.1 - All permanent full-time employees shall accumulate sick leave at the rate of one and one-quarter (1-1/4) work days for each complete month of service, up to a maximum accumulation of one hundred seventy (170) days; plus an additional maximum accumulation of up to thirty (30) days which may be used to cover absences from work as provided in this section, but shall not be subject to cash payment upon retirement or voluntary termination, as provided in this section for the first one hundred twenty (120) days accumulated. Fifty percent (50%) of the accumulated sick leave will be paid in cash to the employee at the current rate in the event of his official retirement under the rules and regulations of the pension plan, upon duty disability retirement, or in the case of death, to the employee's beneficiary or estate. After ten (10) years continuous service, twenty-five percent (25%) of accumulated sick leave will be paid upon termination of employment for other than disciplinary reasons.

13.2 - Sick Leave is Defined as the Eight (8) Hour Work Day. An employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement. Sick leave may be used for personal illness or injury, or when required to personally attend an incapacitated spouse, child or parent. Up to two (2) days of sick leave may be used each contract year to attend to the employee's well child(ren) under the age of 13, who resides with the other parent, when the other parent is incapacitated; however, sick leave shall not be otherwise used for babysitting a well child. When on sick leave, until such point as the illness or injury is ended and the employee is able to return to work, the employee shall remain at his residence (or the residence of the family member being cared for) except for the purpose of going to a hospital, doctor, drug store or other store to obtain items needed during the period of illness or injury. If absence from the residence is necessary for any other purpose, the employee shall first obtain the permission of the Police Chief or other command officer.

13.3 - It is the responsibility of the employee on sick leave to exercise reasonable care after the period of confinement is ended so that subsequent personal activities do not contribute to a relapse and additional use of sick leave related to the original illness or

injury. If an employee ends his period of confinement, and subsequently calls in sick within five (5) work days of such period of confinement, the Police Chief shall have the right to inquire about the circumstances leading to the second illness period, and require a doctor's certificate of fitness to return to work if deemed necessary under the circumstances.

13.4 - If there are three (3) or less sick days taken within the calendar year, there will be an additional three (3) bonus days added to the following calendar year's vacation period, said days not to be deducted from accumulated sick leave. One bonus day will be granted if less than eight (8) sick days are used in said calendar.

13.5 - If an employee is injured while on duty, absence from work because of said injury shall be treated as normal sick leave for the period of time that a doctor certifies that the employee is not able to work, or for a period of one year, whichever is less; provided, that sick days shall not be deducted from the employee's balance during such period. The City shall pay the employee his or her normal straight-time pay during such period, less any payments made to the employee from Workers Compensation or other income insurance coverage provided by the City. The employee will continue to maintain and earn all current benefits during such period.

13.6 – An employee shall cease to accrue sick leave in the month he no longer receives actual compensation from the City.

ARTICLE 14 - BEREAVEMENT LEAVE

14.1 - In the case of the death of a member's spouse, child or step-child, the member shall be allowed up to six (6) days leave non-accumulating.

14.2 - In case of death of a member's or his spouse's immediate family, the member shall be allowed up to five (5) days leave non-accumulating.

14.3 - In either case, if the funeral of the deceased is located more than 200 miles away from the City of Northville then one (1) additional day shall be allowed.

14.4 - "Immediate Family" shall be limited to parent, stepparent, grandparent, grandchild, brother and sister, step-brother and step-sister.

ARTICLE 15 - VACATION LEAVE

15.1 - Each full-time employee shall be entitled to vacation days according to the following schedule if hired prior to June 30, 1996:

<u>AT THE END OF THE</u>	<u>VACATION LEAVE EARNED</u>
First Year	17 days
Second Year	18 days
Third Year	19 days
Fourth Year	20 days
Fifth & Sixth Years	21 days
Seventh & Eighth Years	22 days
Ninth Year	23 days
Tenth Year	24 days
Eleventh & Twelfth Years	25 days
Thirteenth & Fourteenth Years	26 days
Fifteenth & Sixteenth Years	27 days
Seventeenth & Eighteenth Years	28 days
Nineteenth Year	29 days
Twentieth & Subsequent Years	31 days

Each full-time employee hired after July 1, 1996 shall be entitled to vacation days according to the following schedule:

<u>AT THE END OF THE</u>	<u>VACATION LEAVE EARNED</u>
First through Fourth Years	14 days
Fifth through Ninth Year	20 days
Tenth Year	22 days
Eleventh & Twelfth Years	24 days
Thirteenth & Fourteenth Years	26 days
Fifteenth & Sixteenth Years	27 days
Seventeenth & Eighteenth Years	28 days
Nineteenth Year	29 days
Twentieth & Subsequent Years	31 days

15.2 - Vacation days may be accumulated to a maximum of thirty (30) days, subject to approval of the Chief of Police, unless prior scheduling prevents acceptance of such vacation, whereupon such limitation shall not apply.

15.3 - Vacation days shall be scheduled by the Chief of Police with all possible regard for the choice of the individual employee to the extent that proper functioning of the Department is not jeopardized.

15.4 - Common vacation requests shall be made fourteen (14) days in advance of the first day of the calendar month in which the vacation leave is proposed; provided, that

such requests shall be made twenty (20) days in advance of the first day of the calendar month for vacations in the months of January, April, July or October. Compensatory time will be treated the same as common vacation time.

15.5 - Priority vacation requests shall be made in writing and submitted semi-annually in that, requests for October 1 through March 31 will be submitted by September 1 and requests for April through September 31 will be submitted by March 1. Each NPOA member will be allowed one request each period. These requests shall have priority over common vacation requests and are subject to the following seniority determination clause.

15.6 - Seniority determination shall be based upon departmental seniority in relation to other NPOA members exclusively. It is understood that if one vacation leave is permissible during a period, then departmental seniority within the Northville Police Department will determine leave approval. If two vacation leaves are permissible, then at least one request shall be approved for the NCOA, if such a request exists. If three vacation leaves are permissible, then departmental seniority within the Northville Police Department will determine leave approval. If a fourth vacation leave is permissible, then the alternate police union as determined in the three-level clause, will be granted the leave.

15.7 - Accrued vacation shall be paid to a non-probationary employee upon termination for any cause.

15.8 - Non-scheduled vacation days shall be granted by the Chief of Police after a twenty-four (24) hour notice has been given by the employee, subject to the operational needs of the Department. If a request is denied, a written explanation of such denial shall be given to the employee at least twenty-four (24) hours in advance of the request leave date.

15.9 - Non-scheduled vacation days shall be granted by the Chief of Police or the Shift Commander with less than twenty-four (24) hours notice subject to the operating needs of the Department and providing minimum manpower requirements can be met in accordance with Section 11.4. If a request is denied an explanation shall be given to the employee.

15.10 - An employee may request to be paid for up to one-half (1/2) of his vacation earnings during the current year, if he has taken vacation leave during the current year equal to at least one (1) week. Such requests shall be made on the form provided by the City, and submitted to the City Manager no later than November 15 of the current year. The payment shall be made on the first payday in December, and the vacation days paid for shall be deducted from the employee's balance. In no case may an employee request payment for anticipated future vacation earnings, which have not been credited to his vacation leave balance.

ARTICLE 16 - LEAVE OF ABSENCE

16.1 - Leave of absence for a period longer than forty (40) hours, but not to exceed one (1) year, may be granted, subject to the approval of the City Manager, upon application endorsed and approved by the Chief, but no employee will be allowed to go off duty until the leave, duly signed by the City Manager, has been filed in company quarters.

16.2 - When an employee of the Department while on vacation finds himself sick, he shall cause the fact to be reported to the commanding officer as soon as possible, but in any event, prior to the expiration of his vacation. The command officer shall then grant such employee leave of absence "on account of illness" and shall at once notify the Chief of Police.

ARTICLE 17 - MATERNITY LEAVE

17.1 - An employee who becomes pregnant shall be entitled to maternity leave of absence from the time her doctor certifies that she is physically unable to work prior to delivery, until the doctor certifies she is physically able to return to work after the delivery or until six (6) weeks after the delivery, whichever is later. As soon as the employee determines that she is pregnant, she should notify the City Manager. All requests for maternity leave must be submitted and approved by the City Manager. Proof of pregnancy signed by a physician may be required at any time together with the physician's estimate of the delivery date and his evaluation of the employee's physical ability to continue performing the full duties and responsibilities of her position. The employee should notify the City Manager's office, in writing, by the end of the fourth month of pregnancy of the tentative date she wishes to commence her leave of absence if she desires one. Such notice must include a written statement from her physician attesting to the employee's ability to continue working and performing her full duties and responsibilities until the date when she wishes to commence her maternity leave. The employee shall be entitled to continue on active duty provided she furnishes statements from her physician upon reasonable request.

17.2 - An employee may utilize her accumulated sick leave during her period of physical disability. Sick leave will only be paid during the time period in which the physician certifies the employee to be physically disabled, and only to the extent of the number of days accumulated.

17.3 - Every employee has the right to return to a position in the same classification she held before going on maternity leave. Upon returning from maternity leave, the employee shall retain all seniority and pension rights as well as all other accrued rights related to her employment up to the time of her leave, but these rights shall not accrue during the approved leave.

17.4 - The City will comply with the Family and Medical Leave Act (FMLA). Employees must use accumulated sick, vacation, personal leave, and compensatory time, in that order, during an absence under the FMLA. This paid time taken will run concurrently with the employee's twelve week entitlement under the FMLA.

ARTICLE 18 - PROMOTIONS AND PERSONNEL RULES

18.1 - Each employee shall be given a copy of each item placed in his or her personnel file, by the end of the employee's next regular shift, unless such item was furnished by the employee himself. All disciplinary records which are more than twenty-four (24) months old shall be placed in a closed confidential section of the personnel file. Each employee's personnel file shall be open to his or her personal inspection during the regular working hours of the Chief.

18.2 - If the present procedure for promotion, as specified in one Department Rules and Regulation, is changed, notice of the proposed change shall be given to the Association at least thirty (30) days prior to each change becoming effective, and may be the subject of a special conference if requested by either party.

18.3 – Promotions:

- A. The Employer shall post a notice of the vacant position to be filled. This notice shall be posted for seven (7) calendar days. During this posting period, any eligible employee who is interested in the posted position shall submit a letter of application to the Chief of Police.

- B. Promotions to the rank of Police Sergeant will be made from among qualified Patrol Officers within the bargaining unit. To be eligible for promotion to the rank of Police Sergeant, a Patrol Officer must have served a minimum of five (5) years as a Patrol Officer with the Northville Police Department and must have earned an Associate Degree or equivalent. Officers, who will meet the requirements for promotion prior to the expiration of the eligibility list to be created by the process, may participate in the promotional process and be included on the eligibility list, but may not be promoted until they meet the criteria for eligibility. If no employee meets the qualifications herein, or if no eligible employee applies for or passes the examination, the Employer may fill the vacant position from outside the bargaining unit.

- C. The eligibility list will remain in effect for up to two (2) years and will be developed based on the following formula:

Written Exam	-	30%
Oral Interview	-	30%
Independent, Third Party Assessment Process	-	30%
Education	-	5%
(Scale of 5% for Bachelors and 2.5% for Associates)		
Seniority	-	5%
(1/2% per year, up to a maximum of 5%)		

- D. In addition to the scored items, such physical and/or psychological testing selected by the Chief may be administered to determine an officer's fitness for the position. The results will not be reflected in the final score or rating, but shall be considered by the Chief of Police in making his final selection. Promotions to the rank of Police Sergeant will be made from the eligibility list with the Chief making the selection from among the first three (3) eligible candidates for each position to be filled.
- E. Upon promotion to the rank of Police Sergeant, the employee will serve a one (1) year probationary period. At any time while on probationary status, the employee may be returned to his former rank for unsatisfactory performance at the discretion of the Chief. The employee may voluntarily return to his former rank at any time while on probationary status without prejudice.

18.4 - Handling of Citizen Complaints.

- A. The Union and the affected employee shall be notified of any department investigations, after the Department determines that it may have cause for disciplinary or criminal action against the employee.
- B. The affected employee shall be required to answer to any allegations of misconduct after receiving notice of the department investigation and having an opportunity to consult with the local steward or his alternate, and be provided a department charge sheet listing the specific charges and/or allegations against the employee.
- C. The Department shall provide the Union with copies of the written statements, documents, and audio tapes it received and produced during the course of the investigation (other than documents subject to the Attorney/Client privilege) at the time that discipline is issued to the employee.
- D. The affected employee shall be allowed to exercise protection afforded him under the doctrine set forth in Garrity v New Jersey, 385 US 493 (1967) and Spevack v Klein, 383 US 551 (1956).

ARTICLE 19 - VEHICLE MAINTENANCE

19.1 - Emergency patrol vehicles shall be fully equipped with all standard items before being put into emergency use. Emergency equipment will be located in the same position in each vehicle, (including switches for siren, emergency lights, shotguns, etc.), to the greatest extent possible.

19.2 - Emergency patrol vehicles shall be given a certified safety inspection by a licensed dealership at or near 60,000 miles and again at increments on or near 15,000 miles or less and shall be taken out of emergency service if they do not pass said inspections.

ARTICLE 20 - WAGES AND FRINGES

20.1 - Wage Rates:

A. Effective July 1, 2004, the wage rates will be as follows:

	Start	6 Mos.	1 Yr.	2 Yr.	3 Yr.	4 Yr.	5 Yr.
Dispatcher Clerk	13.84	14.30	14.94	15.72	16.85	17.68	18.57
	28,787	29,744	31,075	32,698	35,048	36,774	38,626
Patrol Officer	17.93	18.99	20.04	21.52	22.91	24.73	25.93
	37,294	39,499	41,683	44,762	47,653	51,438	53,934

B. Effective July 1, 2005, the wage rates will be as follows:

	Start	6 Mos.	1 Yr.	2 Yr.	3 Yr.	4 Yr.	5 Yr.
Dispatcher Clerk	14.22	14.69	15.35	16.15	17.31	18.17	19.08
	29,578	30,555	31,928	33,592	36,005	37,794	39,686
Patrol Officer	18.42	19.51	20.59	22.11	23.54	25.41	26.64
	38,314	40,581	42,827	45,989	48,963	52,853	55,411

C. Effective July 1, 2006, the wage rates will be as follows:

	Start	6 Mos.	1 Yr.	2 Yr.	3 Yr.	4 Yr.	5 Yr.
Dispatcher Clerk	14.68	15.17	15.85	16.67	17.87	18.76	19.70
	30,534	31,554	32,968	34,674	37,170	39,021	40,976
Patrol Officer	19.02	20.14	21.26	22.83	24.31	26.24	27.51
	39,562	41,891	44,221	47,486	50,565	54,579	57,221

D. Effective July 1, 2007, the wage rates will be as follows:

	Start	6 Mos.	1 Yr.	2 Yr.	3 Yr.	4 Yr.	5 Yr.
Dispatcher Clerk	15.16	15.66	16.37	17.21	18.45	19.37	20.34
	31,533	32,573	34,050	35,797	38,376	40,290	42,307
Patrol Officer	19.64	20.79	21.95	23.57	25.10	27.09	28.40
	40,851	43,243	45,656	49,026	52,208	56,347	59,072

20.2 - College Credits:

- A. 1. The City will pay tuition up to \$1,200 per calendar year for successful completion of course work in an undergraduate or graduate course which is directly related to the employee's position. To be eligible for reimbursement, the employee must receive approval from the City Manager on a standard form prepared by the City prior to enrolling in the course. Course work must be through an accredited Michigan institution of higher education and does not include "short courses" or "seminars" or work beyond the Masters' degree level. Reimbursement shall not apply to an employee who already has a Masters' degree in any field. "Directly related" also means a management or public administration course which is part of a degree program in police science or criminal justice and which the City Manager deems to be of direct benefit to the City.
2. Reimbursement shall be made to the employee upon proof of successful completion of course work. "Successful completion" means a "C" grade or better for an undergraduate course and a "B" grade or better for a graduate course. Reimbursement shall be limited to tuition and registration fees and shall not include fees for books, parking, and other similar fees.
3. Any employee who voluntarily resigns or retires from the City within two years of receipt of tuition reimbursement for undergraduate course work will be required to repay in full the tuition reimbursement prior to final payroll clearance. Any employee who voluntarily resigns or retires from the City within five years of receipt of tuition reimbursement for graduate course work will be required to repay the tuition reimbursement prior to final payroll clearance, on a pro-rated basis. Repayment for graduate course work shall be based on the number of full months the employee worked for the City after receipt of reimbursement as compared to the five year period. As an example, an employee who worked twelve complete months after reimbursement for a graduate course and twenty-four complete months after reimbursement for a second graduate course shall pay 80% and 60%, respectively, of the cost of those courses back to the City. The City may make the necessary payroll deductions to recoup the money.
- B. The salary of an employee who has completed his initial probationary period as a new hire and who has completed approved college credits in a police law enforcement program will be increased according to the following schedule:

1. One percent (1%) for each semester (15 credit hours or 1/2 program year) completed up to eight (8) semesters.
 2. One percent (1%) for completion of an Associate Degree program.
 3. A total increase of ten percent (10%) for completion of a Bachelor Degree program, which ten percent (10%) includes all previously-earned increases for college credits.
- C. The college incentive raise(s) for employees in the NPOA/POAM bargaining unit, who are hired on or after January 1, 1993, shall be eliminated for the period of January 1, 1993 through December 31, 1997. For NPOA/POAM employees hired after January 1, 1998, the college incentive raise will take effect when the employee reaches the top wage rate.

20.3 - Social Security and Retirement Systems:

- A. Upon appointment with the City of Northville eligible employees are automatically covered by Social Security with the required payroll deductions.
- B. Each regular full-time employee shall become a member of the City's retirement system and shall abide by all the rules and regulations thereof.
- C. For employees hired prior to July 1, 2004 the retirement plan shall be the Defined Benefit Plan of the Michigan Municipal Employees Retirement System with a 2.75% multiplier and the following plan options: F50 Waiver (age 50 with 25 years of service), FAC 3, RS 50%, and D-2 Benefit. The total employee contribution for the MERS defined benefit pension plan is 2.65% of gross wages effective February 6, 2005 with the implementation of the 2.75% multiplier and D-2 Benefit.
- D. For full time employees hired after July 1, 2004, the pension program will be a Defined Contribution Plan. The Defined Contribution Plan shall be as follows:
 1. Employer Contribution - An amount equal to 11% of all base salary, longevity, and overtime into the MERS Defined Contribution Plan, with employee directed investments among any offered options. The 11% of covered compensation is capped by applicable IRS limits.

Employee Contribution - An amount equal to 3% of all base salary, longevity, and overtime into the MERS Defined Contribution Plan, with employee directed investments among any offered options.

2. Vesting Schedule - The vesting schedule for this Plan is as follows:

1 Year+ to 3 Years	25%
3+ Years to 5 Years	50%
5+ Years to 7 Years	75%
7+ Years	100%

3. There shall be no loan or early withdrawal options for active employees. Upon separation of employment from the City, early withdrawal options shall be governed by applicable IRS regulations and any MERS rules or procedures which are not subject to the City's control.

4. Defined Contribution plan members ONLY shall be covered through an employer paid long term disability insurance policy with "own occupation" definition, 180 day exclusion period, 50% of base salary to age 65.

- E. The City agrees to pay a one time fee of \$150 toward a Defined Benefit to Defined Contribution conversion actuarial report upon written request by the Union. In the event an actuarial report is obtained, the City will meet with the Union to discuss whether to allow a conversion window.

20.4 - Hospital, Dental and Optical Coverage.

Subject to the provisions of this Section, the City will pay for health coverages for active employees, eligible retirees, their eligible spouses and eligible dependents as defined below.

- A. The City shall provide the following three medical, dental and vision plans from which active employees may choose, with applicable premium copay as outlined in 20.4 (A4), and subject to Section 20.4 (D) below:
 1. BCN Plan G HMO with \$10 Generic / \$20 Brand Name (effective March 1, 2005, BCN Plan E HMO with \$5 Generic / \$30 Brand Name); BC/BS Vision A-80; BC/BS Dental Preferred Option C; reimburse \$5 per eligible prescription on a quarterly basis with the caveat that the City cannot guarantee confidentiality of information submitted; up to two FC riders per employee to age 24 at City expense.

 2. M Care P. O. S. Plan III with \$10 Generic / \$15 Brand Name drug card (effective March 1, 2005, \$15 Generic / \$25 Brand Name drug card), with 80/20% copayments for out-of-network services; covers annual physicals, mammography, chiropractic as specified; 24 hour/365 day per year medical inquiry 800 telephone line; wellness program, contraceptives and hearing aids covered as specified;

reimburse up to \$5 per eligible prescription on a quarterly basis with the caveat that City cannot guarantee confidentiality of information submitted; BC/BS Vision A-80; BC/BS Dental Preferred Option C; up to two FC riders per employee to age 24 at City expense.

The City will have the right to eliminate M-Care if necessary to avoid the “load” to the Blue Cross Rates as a result of participation levels.

3. Community Blue Plan 1 with \$15 drug card (effective March 1, 2005, Community Blue Plan II with \$10 Generic / \$40 Brand Name drug card); reimburse \$5 per eligible prescription on a quarterly basis with the caveat that the City cannot guarantee confidentiality of information submitted; BC/BS Vision A-80; BC/BS Dental Preferred Option C. One FC rider at a time at City expense per employee for the employee under Community Blue Plan I through 23rd birthday; available through age 25 at employee payroll deduction.
4. For active employees, the premium co-payment per pay period, effective March 1, 2005 for each of the above plans shall be:

	SINGLE	2 PERSON	FAMILY
BCN	\$10	\$20	\$30
M-CARE	\$12	\$24	\$36
Community Blue (employed as of 7/1/04)	\$16	\$30	\$58
Community Blue (employed post 7/1/04)	\$50	\$90	\$125

5. Federal / State Health Care: Should any new federal or state legislation change the employee-provided health care coverage, all health care coverage will be subject to coordination of benefits. Further, the employer shall not be obligated to continue to provide coverages which are substantially duplicative of any mandatory federal or state health coverages for which the employer is required to pay by law. This section shall take effect upon the effective date of any such newly mandated federal or state health care coverage.
- B. The City reserves the right to change the existing plan or any part thereof upon obtaining a majority vote of all regular full-time bargaining unit members and of the City Council.
 - C. The City shall implement a Section 125 Cafeteria Benefit Plan with monthly cash-in-lieu payment which requires proof of other health care coverage, as follows: family/2 person opt out payment of 50% of lowest cost plan (family cost) per month for person eligible for family; single person opt out payment 50% of lowest cost plan (for single); BCN cost.

- D. Employees shall have one open enrollment period per plan year, following the initial year, at which time they may change their plan option; and may add or delete cash-in-lieu option at Section 125 Plan annual election date. Opt in between open enrollment dates effective immediately upon written notice to the designated official of loss of coverage by spouse on whose coverage opt out was based.
- E. Patrol officers hired on or after January 1, 1993 shall become eligible for health insurance coverage in accordance with the City's past practice regarding the length of service for eligibility for such insurance; however, the City shall only pay for coverage for the employee during the patrol officer's first consecutive twelve (12) months of employment. During this period, the employee may elect, with payment of 50% of the incremental cost, two-person or full family health insurance coverage. Upon the start of the first billing period after completion of the patrol officer's first twelve consecutive months of service, the City shall pay the cost for insurance coverage for the patrol officer's family as per Section 20.4 (A).
- F. The City will provide the following health care coverage for normal or disability retirees and/or their spouse receiving pension benefits from the City's retirement plan, subject to 20.4F(6) and 20.4F(7). Deferred retirees with less than 25 years of service and their spouses will not receive healthcare coverage provided by the City. Deferred retirees with 25 or more years of service to the City of Northville and their spouses will not receive health care coverage provided by the City except as offered under COBRA until they actually receive a pension upon reaching normal retirement eligibility.
1. For Medicare age eligible retirees, who retire after July 1, 2004, for the duration of this collective bargaining agreement, the City will pay, with applicable premium co-pay according to the schedule below, Medicare Part B premium, and Medicare BC complimentary; dental, and prescription copay with \$10/\$40 drug card for retiree and spouse, if spouse at time of retirement from the City. However, the level of future health, dental or prescription drug coverage for Medicare-eligible retirees, who retire after July 1, 2004, shall be modified to be identical to that provided to Medicare-eligible employees who retire under subsequent collective bargaining agreements.
 2. All pre-Medicare eligible retirees, who retire after July 1, 2004, for the duration of this collective bargaining agreement, will be provided with medical, dental, and prescription drug insurance described in Subsection 20.4A. However, the level of future medical, dental, or prescription drug coverage for pre-Medicare retirees, who retire after July 1, 2004, shall be modified to be identical to that provided to

employees under subsequent collective bargaining agreements. The City agrees to provide retirees, who reside outside the managed care area, a medical plan that is substantially comparable to a medical plan provided to employees under subsequent collective bargaining agreements. Pre-medicare retirees shall have no premium co-pay except as subject to 20.4F(6).

Under no circumstances shall this section be construed to require the City to self-insure, or pay, for benefits not provided by the respective carriers in each plan.

3. Retirees will receive, with City required specified documentation, on a quarterly basis, reimbursement of up to \$90/two person, or \$50 per retiree or beneficiary (single person) for \$5/prescription. Said reimbursement shall be available until Medicare eligibility age.
4. Retirees may opt out of City paid post-retirement health care and receive payment equal to (50% of lowest cost premium for family/two person, or 50% of single premium) X (applicable percentage from vesting schedule below); retiree may reenter the City plan during any open enrollment period provided such reentry is not precluded by City's health insurance carrier. At Medicare age, opt out payment will be 50% of applicable (Medicare complimentary + part B + drug card premium) or above defined amount, whichever is lower, times vesting percentage. Opt out formula shall not be changed after an employee retires.
5. No new dependents will be added under City health care coverage after retirement or deferred retirement, including, but not limited to, new spouses, additional children, natural or adopted, with the provision that new dependent children may be added at retiree cost, said cost to be payable in advance in the same manner as COBRA payments.
6. Vesting period for post-retirement health care coverage shall be graduated with 10 year minimum actual service, graduated to a maximum of full coverage with applicable percentage of premium covered by the City as above. Note schedule:
 - Less than 10 years full time service = No coverage
 - 10 years full time service = 40% of premium cost
 - Each additional full year = +4% of premium cost
 - Maximum premium 20 years service = 100% of premium cost
7. Federal / State Health Care: Should any new federal or state legislation change the employee-provided health care coverage, all health care coverage will be subject to coordination of benefits. Further, the employer shall not be obligated to continue to provide coverages which are substantially duplicative of any mandatory

federal or state health coverages for which the employer is required to pay by law. This section shall take effect upon the effective date of any such newly mandated federal or state health care coverage.

20.5 - The City shall establish a trust account of funds designated for payment of post-retirement health care costs.

20.6 - Life Insurance Coverage. The City agrees to pay the full cost of the premium for each full-time permanent employee for a program of term insurance with a death benefit amount of \$60,000.00 and an additional \$60,000.00 for accidental death.

20.7 - False Arrest Insurance. The City shall provide for and maintain a professional liability policy with a coverage of at least \$3,000,000. The general liability coverage policy held by the City shall be deemed to meet this requirement if it covers members of the Department against suits including, but not limited to, false arrest, etc.

20.8 - Mileage Reimbursement. In the event an employee is required to use his personal vehicle for police duty, the City shall provide for full liability and collision coverage for the employee and his vehicle. The City shall reimburse the employee at the rate allowed by the IRS and adjusted on an annual basis for use of the employee's vehicle for City business.

20.9 - Holidays. Holidays shall include:

- | | |
|---------------------------|------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King Day | 6. Veteran's Day |
| 3. President's Day | 9. Thanksgiving Day |
| 4. Good Friday | 10. Christmas Eve Day |
| 5. Memorial Day | 11. Christmas Day |
| 6. Independence Day | 12. New Year's Eve Day |

For those employees who choose to be paid in lieu of time off, the City agrees to make this payment on the first payday in November of each year. The payment for the above listed holidays shall be for their occurrence in the current calendar year. Payment for each holiday shall be made to a member if he was employed with the City as of the date of the holiday; provided, that holidays which occur in the calendar year after the first payday in November shall be paid in advance to members employed as of that payday. If a member leaves employment with the Department for any reason after said payday, but before the end of the calendar year, he shall repay the City for the holiday pay which was paid in advance for any holidays occurring in the calendar year after the date of his leaving employment.

20.10 - Longevity Pay. Longevity pay shall be awarded annually for length of service as a full-time employee of the City as follows: For five (5) years of service, an employee shall receive three hundred dollars (\$300.00) and for each additional year of service thereafter through the twenty-fifth (25th) year, he shall receive an additional fifty dollars; and for each year of service in excess of twenty-five (25)

years, he shall receive an additional twenty dollars (\$20.00) until such full-time employment is terminated. Payment will be made within the first fifteen (15) days of December each year. For purposes of computing longevity pay only, an employee will be deemed to have completed five (5) years of service as of December 1st, of the City fiscal year (i.e., July through June) during which the employee attains the fifth (5th) employment anniversary.

20.11 - Uniforms.

- A. The City will grant an annual clothing allowance of five hundred dollars (\$500.00) to each full-time non-probationary patrol officer and four hundred twenty five dollars (\$425.00) for each full-time non-probationary dispatcher. Use of this amount is contingent upon prior approval of a written purchase order by the Chief of Police. An officer assigned to the Detective Bureau shall receive an additional two hundred dollars (\$200.00) per year.

Accumulation of unused allowance will be permitted. No portion of this allowance may be used for any purpose other than official uniform, shoes, and accessories approved by the Chief of Police. All items purchased with these funds remain the property of the City and must be returned to the Chief of Police upon termination of employment.

- B. Each employee will receive two hundred seventy five dollars (\$275.00) by the first payday in November and April of each year for uniform maintenance.
- C. Any modification to the uniform requirements that are initiated by the City shall not be charged to the members' uniform allowance balances. The subsequent maintenance of the uniform after such change shall be the responsibility of the members within their uniform allowance balances.

20.12 - Off-Duty Gun Allowance. Each certified employee who is required to carry a gun on duty will be paid an off-duty allowance of three hundred and seventy-five dollars (\$375.00) which will be paid annually on the first payday in October. The gun allowance will be paid to new employees on a prorated basis from date of hire. Each employee who is eligible to receive the off-duty gun allowance shall maintain an off-duty weapon; and shall use it, when he elects to carry it, only in accordance with department policy.

ARTICLE 21 - MISCELLANEOUS PROVISIONS

21.1 - Hair Style and Grooming. All employees shall maintain their hair and personal grooming in accordance with the regulations regarding this subject in effect for the Michigan State Police; provided, that female dispatchers may wear longer hair styles as long as they are neat in appearance.

21.2 - Rules and Regulations. The Chief shall advise the Association in writing of any proposed changes in the Departmental Rules and Regulations, at least five (5) days prior to their effective date unless emergency conditions require their immediate enactment. If the Association requests a conference on the proposed regulations, it shall be held prior to their enactment unless for emergency conditions.

21.3 - Prisoner Transport. No officer should transport a prisoner in a one-man unit if he cannot reasonably expect to complete such transport without any problem from the prisoner. No officer shall be ordered to transport a prisoner in a one-man unit without that officer's concurrence that he reasonably expects that he can complete such transport without any problem from the prisoner.

21.4 - Residency. An employee of the Department may live anywhere within a twenty (20) mile radius of the City limits.

The Chief and the City Manager may approve a waiver from the residency requirement. Request for a waiver from the residency requirement will be considered on an individual basis and shall not set a precedence for the approval of other requests. In determining whether to approve the request, the Chief and the City Manager may consider circumstances including, but not limited to, distance, drive time, road conditions and maintenance, and the employee's attendance record.

Newly hired employees are expected to meet the residency requirement within six (6) months of completing the probationary period unless a waiver has been granted in writing.

The limitation in this Section shall not apply during any time that it conflicts with State law which will then govern the radius within which an employee may reside.

21.5 - Off-Duty Weapon on Desk. An officer may wear an approved off-duty weapon in lieu of this normal service weapon while on desk duty.

21.6 - Conduct. Employees shall conduct themselves in an orderly and respectful manner when addressing their superior officers or representatives of the City and shall in return receive fair and courteous treatment from their superiors, the City or its representatives.

ARTICLE 22 - MAINTENANCE OF CONDITIONS

22.1 - Wages, hours, and other benefits of employment in effect at the execution of this Agreement shall, except as provided herein, be maintained during the term of this Agreement. No employees shall suffer a reduction in benefits as a consequence of the execution of this Agreement.

22.2 - The City will make no unilateral changes in wages, hours and other benefits of employment during the term of this Agreement, contrary to the provisions of this Agreement.

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

ARTICLE 23 - WAIVER

23.1 - The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter which may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 24 - SAVINGS CLAUSE

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

ARTICLE 25 - EFFECTIVE DATE AND MODIFICATION

25.1 - This Agreement shall continue in full force and effect from 12:00 midnight July 1, 2004 to 11:59 p.m. June 30, 2008, except as herein otherwise provided. Benefits which can be paid retroactively from July 1 shall be so paid upon signing, except where specifically provided otherwise.

25.2 - If either party desires to terminate this Agreement, it shall, at least ninety (90) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination, or withdraws the same prior to the termination date, the Agreement shall continue in effect from year to year thereafter, subject to notice prior to the current year's termination date.

25.3 - If either party desires to modify, terminate or change this Agreement, it shall, at least ninety (90) days prior to the initial termination date, or any other termination date, give written notice of amendment, in which event the notice of amendment shall set forth

the nature of the amendment or amendments desired. Any amendments that may be agreed upon shall become part of this Agreement without modifying or changing any of the other terms of this Agreement.

25.4 - In the event that Northville Township is annexed to Northville City, the terms of this Agreement shall be open to negotiation.

25.5 - In the event that the Department intends to purchase in-car video cameras for use in patrol vehicles, the City agrees to discuss the intended use of the cameras and any videotape that is produced.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this ___ day of _____, 2005.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

CITY OF NORTHVILLE

Wayne Beerbower, Representative

Christopher J. Johnson, Mayor

John Shier, President

Gary L. Word, City Manager

Dianne Massa, City Clerk