

6/30/96

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF NORTHVILLE**  
**AND**  
**NORTHVILLE COMMAND OFFICERS ASSOCIATION**  
**AND**  
**COMMAND OFFICERS ASSOCIATION OF MICHIGAN**

*Northville, City of*

Effective July 1, 1994 through June 30, 1996

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## **AGREEMENT**

This Agreement entered into between the City of Northville, a Michigan Municipal Corporation, (hereinafter referred to as the "City" or the "Employer") and the Northville Command Officers Association and Command 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, 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 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 Command Officers Association of Michigan and the Northville Command Officers Association.
- 2.2: "Association Officer" means any of the elected or appointed officers of the Association, including but not limited to the president, vice president, secretary, and treasurer.
- 2.3: "Bargaining Unit" means all full-time employees of the Department above the rank of patrolman and below the rank of police captain, and excluding the officer in charge of the Department if the position of chief of police is vacant.
- 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 patrolman.
- 2.7: "Department" means the Northville Police Department.
- 2.8: "Employee" means any member of the Department.
- 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 City and the Association, which is recognized as the designated collective bargaining representative.
- 2.12: "Member" means a member of the Northville Police Command Officers Association.
- 2.13: "Notice to the Association" means a written letter or memorandum addressed and forwarded to the president of the Association.
- 2.14: "Regular Officer" means any full-time member of the Northville Police Department of the rank of patrolman or above.

### **ARTICLE 3 - MANAGEMENT'S RIGHTS**

- 3.1: The Association recognizes the right of the City to operate and manage its affairs in all respects in accordance with its responsibilities. The powers or authority which the City has not 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 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 members of the Association premised upon merit selection.

#### **ARTICLE 4 - RECOGNITION AND COVERAGE**

- 4.1: The City recognizes the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for all employees in the Bargaining Unit.
- 4.2: The Agreement shall be applicable to all members of the Department in the Bargaining Unit.

#### **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 who become covered by this Agreement as defined in the Article entitled, "Recognition", as the result of a promotion, and who do not make application for membership in the Association within thirty (30) 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-ins, 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.

## **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.
- 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 agrees to deliver a copy of this Agreement to each Association member.
- 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. Meetings with members involved in some step of the grievance procedure; and
  - C. Investigation of grievance, or unfair labor dispute.

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 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**

- 8.1: Members shall have both an employee seniority and a rank seniority. "Employee Seniority" shall mean the total time during which the employee has been a full-time member of the Department. "Rank Seniority" shall mean the total time during which a member has held a given rank, except as modified below.
- A. All fringe benefits, such as vacation leave and longevity, shall be based on employee seniority.

B. Rank seniority shall be determined as follows:

1. Rank seniority in a given rank shall be based on the total time in that rank, whether that time is continuous or not.
2. If two or more officers are promoted at the same time from one rank to another rank, the relative rank seniority of those officers in the new rank shall be the same as their relative rank seniority in the prior rank.
3. If two or more officers are promoted at the same time from different ranks to the same rank, the relative rank seniority of those officers in the new rank shall be the same as the order of ranks held prior to such promotion.

8.2: An employee shall forfeit both his employee seniority and his rank seniority in all ranks 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.

8.3: Layoffs shall be made in conformity with the principal of seniority in rank, i.e., the last employee promoted being the first to be laid off or afforded the opportunity to bump down into the patrol officers bargaining unit. No employee of the Northville City Police Department shall be promoted into the Command Officers bargaining unit until all members of the command bargaining unit who accepted a layoff or were bumped to the patrol bargaining unit have been returned to their former position in the command unit or have refused such position.

8.4: In the event that an officer is demoted for other than disciplinary reasons, he shall be the senior ranking officer in the lower rank. If two or more officers are demoted at the same time, the relative rank seniority of those officers in the lower rank shall be the same as their relative rank seniority prior to such demotion.



- 8.5: No employee shall be disciplined, including but not limited to, reprimand, suspension, demotion, or discharge, except for just cause. An employee who is disciplined shall have the right to file a grievance contesting same, as set forth in Article 9, Settlement of Disputes. The COAM shall have the right to arbitrate such grievances as set forth in Section 9.6.

## 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 thirty (30) 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 or the American Arbitration Association for the selection of an impartial arbitrator, who will make a determination of the dispute in accordance with the rules of the selected arbitration service. Each party may strike one panel of arbitrators submitted by the selected arbitration service, 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 Steps 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 Steps 2 and 3 of the procedure, the Association shall be granted the relief requested in said grievance.
  - C. It is further understood by the Parties that the prescribed time limits of the grievance procedure may be extended by mutual agreement.
- 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

- 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.

9.9: At the expiration of the contract and until such time as the parties arrive at an amended, modified and/or replacement contract through negotiation or compulsory arbitration, the right of the employee to grieve and the right of the COAM thereafter to arbitrate grievances shall remain in full force and effect as if the grievance and arbitration thereof occurred during the effective date of the contract. This clause shall not operate to limit or otherwise restrict the right of the COAM to negotiate and/or pursue in compulsory arbitration any issue pertaining to wages, hours or other terms and conditions of employment, including retroactive effect as to such wages, hours or other terms and conditions of employment to the first day subsequent to expiration of the contract as specified by the effective dates and/or duration clause of the contract specified herein.

The rights expressed in this section shall not be transferred to or assumed by any union other than the COAM, and no other union may process or arbitrate a grievance initiated by the COAM.

#### **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. Unless otherwise agreed, arrangements for such special conferences shall be made at least twenty-four (24) hours in advance. 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. 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: Work Schedules. The work schedule shall be posted at least seven (7) days in advance of the start of the new schedule, subject to change when necessary in the opinion of the Chief of Police, provided members are given forty-eight (48) hours advance notice, except in case of an emergency. If a member is reassigned to a different shift pattern for the entire month, as opposed to limited shift changes resulting from vacation, training or other schedule irregularities, then the member shall be notified thirty (30) days in advance of the start of the new schedule. The provisions of this section shall not apply to overtime assignments.

The City shall continue to operate the Department on the present type of work schedule, (i.e., seven (7) days on, two (2) days off; eight (8) days on, four (4) days off) unless another type of schedule, including reasons for the change, is discussed in detail by the City and the Association at least thirty (30) days prior to such change becoming effective. Employees will be assigned to a shift for a period of three (3) months. Employees will select a preferred shift by seniority. The shift selection will include race track assignments.

Members 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.

11.2: Trading Time. The existing practice of allowing members to trade days and shifts shall continue with approval of the shift commander or Chief. If a proposed trade is denied, a written reason for such denial shall be given to the employee at least twenty-four (24) hours prior to the intended trade, if possible.

11.3: Lunch Time. Members 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.

## 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.
- B. Hours worked on a day other than ten (10) regularly scheduled work days in each two (2) week pay period, except holidays, when required by the Chief of Police. Herein a four (4) hour minimum shall apply.
- 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.
- 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.

12.2: Hours worked on holidays will be compensated for as follows:

- A. Straight time hours worked on a holiday will be compensated for at one and one-half (1-1/2) times the normal straight-time rate of pay.
- B. Overtime hours worked on holidays will be compensated for at twice (2) 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 twice (2) the regular rate of pay; provided that overtime which occurs on one (1) 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: Overtime compensation will be paid for training for hours worked in excess of the regular eight (8) hour shift or on an employee's day off.

12.5: 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 earned in forty-eight (48) hour period, regardless of the length of stand-by service within such period.

- 12.6: Overtime shall be distributed among members as equally as possible 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: In the event an overtime assignment occurs which cannot be balanced out by the end of the overtime equalization year, then the error would be carried forward into the next year for the employees involved.
- 12.10: 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. Part-time officers will not be used in the event of any potentially dangerous situations without adequate direct supervision by regular officers.

### **ARTICLE 13 - SICK LEAVE**

- 13.1: All permanent full-time employees shall accumulate sick leave at the rate of one and one-quarter (1.25) working days for each complete month of service, up to a maximum accumulation of one hundred twenty (120) days; plus an additional maximum accumulation of up to fifty (50) 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. 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 where required to personally attend an incapacitated wife, child or parent.

When on sick leave, a member shall not leave his residence or place of confinement for any purpose, other than to go to a physician or hospital, without obtaining permission of the Chief, or Command Officer, by telephone or otherwise.

- 13.2: 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 (1) bonus day will be granted if less than eight (8) sick days are used in said calendar year.
- 13.3: Sick days will be granted to attend to children and spouse where necessitated by incapacity of the spouse. In the case of a divorced employee, said sick time days will also be allowed to be used to attend to the employee's children, if the ex-spouse is incapacitated and neither the employee nor the ex-spouse has remarried.
- 13.4: 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.

#### **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, step-parent, grandparent, grandchild, brother and sister, step-brother and step-sister.



## ARTICLE 15 - DEPARTMENTAL RULES AND REGULATIONS

- 15.1: 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.

## ARTICLE 16 - VACATION LEAVE

- 16.1: Each full-time employee shall be entitled to vacation days according to the following schedule:

<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

- 16.2: Vacation days may be accumulated to a maximum of thirty (30) days as of the last day of each anniversary year, subject to approval of the Chief of Police. On the last day of each anniversary year, all vacation days in excess of thirty (30) shall be cancelled, unless prior scheduling prevents use of such vacation, whereupon such limitation shall not apply.
- 16.3: 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.
- 16.4: Common vacation requests shall be made in writing fourteen (14) days in advance of the first day of the calendar month in which the vacation leave is proposed.

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 1 through September 31 will be submitted by March 1. Each NCOA 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.

Seniority determination shall be based upon departmental seniority in relation to other NCOA member 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, as follows:

- A. If two (2) vacation leaves are permissible, then at least one request shall be approved for the NCOA, if such a request exists.
- B. If three (3) vacation leaves are permissible, then departmental seniority within the Northville Police Department will determine leave approval.
- C. If a fourth (4th) vacation leave is permissible, then the alternate police union, as determined in three leave clause, will be granted the leave.

- 16.5: Accrued vacation shall be paid to a non-probationary employee upon termination for any cause.
- 16.6: 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 requested leave date.
- 16.7: 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. If a request is denied, an explanation shall be given to the employee.

- 16.8: 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 15th 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 17 - LEAVE OF ABSENCE**

- 17.1: 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 officer or member will be allowed to go off duty until the leave, duly signed by the City Manager, has been filed in company quarters.
- 17.2: When an employee of the Department while on vacation finds himself sick, he shall cause the fact to be reported to his commanding officer as soon as possible, but in any event, prior to the expiration of his vacation. The command officer shall then grant such member leave of absence "on account of illness" and shall at once notify the Chief of Police.

#### **ARTICLE 18 - RESIDENCY**

- 18.1: A member of the Department may live anywhere within a ten (10) mile radius of the City limits, provided that the employee is able to report for duty during periods of inclement weather consistent with the attendance of other employees.

#### **ARTICLE 19 - PROMOTIONS AND PERSONNEL FILES**

- 19.1: Each member shall be advised of all items placed in his personnel file, and shall receive copies of all items not originally furnished by the employee himself. Each member's personnel file shall be open to his personal inspection during the regular working hours of the Chief.
- 19.2: If the present procedure for promotion, as specified in the 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.

## ARTICLE 20 - VEHICLE MAINTENANCE

- 20.1: 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.
- 20.2: 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 21 - WAGES AND FRINGES

- 21.1: Wages. It is the intent of the City to maintain a pay differential between ranks based on the following guidelines:
- A. Sergeant shall receive 12.4% above the highest base wage for the rank of patrolman.
  - B. Lieutenant shall receive 16.4% above the highest base wage for the rank of patrolman.

It is expressly agreed that these differentials shall be maintained according to the following pay schedule:

<u>CLASSIFICATION</u>	<u>PAY RATE</u>	
	<u>As of 7/1/94</u>	<u>As of 7/1/95</u>
Sergeant	\$20.76 (\$43,181)	\$21.70 (\$45,136)
Lieutenant	\$21.50 (\$44,720)	\$22.48 (\$46,758)

- 21.2: College Credits:
- A. The City will pay tuition for attendance in a college program of police law enforcement, when such program is approved by the City prior to the enrollment in the program.
  - B. The salary of an employee 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.

21.3: 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. Effective January 1, 1995, the MERS pension benefit shall be upgraded from the current B-3 with F-50 waiver to the B-4 plan with the F-50 waiver.
- D. Effective July 1, 1980, the employer will pick up the total cost of the existing pension.
- E. An employee shall be permitted to purchase up to five (5) years of retirement credit for military service under the applicable MERS provisions.

21.4: Hospital, Dental and Optical Coverage.

- A. The City agrees to pay the full premium for medical coverage for permanent full-time employees, spouses and dependent children, to include: (1) Hospital-medical, dental and prescription drug coverage, Plan 502, through Hertz Claim Management, and (2) optical coverage through NuVision. The hospitalization program will be modified effective October 1, 1987 to include the following as presented by the City at the employee meetings:
  1. a limitation on non-emergency weekend admissions
  2. a limitation on inpatient lab tests prior to surgery
  3. a requirement for second surgical opinions

4. a bi-annual routine physical exam benefit
5. elimination of the PCS Drug Card and acceptance of the Hertz Claim Management card by Perry's, Arbor's and Meijer's, plus direct billing by other drugstores on an individual arrangement basis

B. The City will provide in its hospitalization policy for a retiree group with basic and major medical coverage, prescription rider and dental coverage. The City will pay the premium for the retiree and spouse as long as the either is receiving pension benefits from the City's retirement plan.

C. Alternative plans for the above coverages may be implemented by mutual consent of the Employer and the Union.

D. The City reserves the right to change the existing plan or any part thereof upon obtaining a majority vote of all regular, full-time City employees and a majority vote of the City Council.

21.5: 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.

21.6: 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.

21.7: Mileage Reimbursement. In the event an officer is required to use his personal vehicle for police duty, the City shall provide for full liability and collision coverage for the officer and his vehicle. The mileage reimbursement rate will be the same as utilized by the Internal Revenue Service (IRS) and adjusted annually for tax deduction purposes.

21:8 Holidays. Holidays shall include:

- |                     |                         |
|---------------------|-------------------------|
| 1. New Year's Day   | 7. Veteran's Day        |
| 2. President's Day  | 8. Thanksgiving Day     |
| 3. Good Friday      | 9. Christmas Eve Day    |
| 4. Memorial Day     | 10. Christmas Day       |
| 5. Independence Day | 11. New Year's Eve Day  |
| 6. Labor Day        | 12. Employee's Birthday |

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.

21.9: 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 (\$50.00); 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 the last pay in November 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.

21.10: Uniforms.

A. The City will grant an annual clothing allowance of five hundred dollars (\$500.00) to each member. Use of this amount is contingent upon prior approval of a written purchase order by the Chief of Police.

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 member of the Association will receive two hundred seventy five dollars (\$275.00) by the first payday in November and April of each year for uniform maintenance.

- C. The City will grant two hundred dollars (\$200.00) per six months clothing allowance-for the one (1) officer on detective bureau assignment, in addition to his regular clothing allowance.
- D. Any member of the Association, who is required by the City to carry an off-duty weapon, may request that said weapon be furnished by the City and paid semi-annually fifty cents (\$.50) for each day said requirement is in effect. It is recognized that the City has the right to determine by rule when weapons must be carried off-duty with the exception of vacation periods.
- E. Any modification to the uniform requirements shall be implemented by the City at its expense and not 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.
- F. Members shall have the option of wearing any of three coat styles approved by the Department.

21.11: 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 September. 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 departmental policy.

## 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 employee 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: The present "Hair Style and Grooming" regulations shall remain in effect during the life of this Agreement, unless changed by mutual consent of the City and the Association. A copy of the regulation in effect shall be attached as an Appendix to this Agreement.



22. 4: 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 appendixes 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**

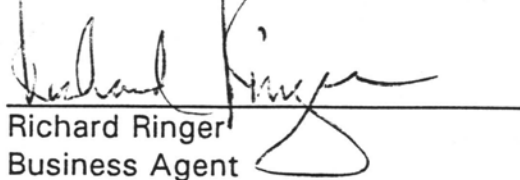
- 25.1: This Agreement shall continue in full force and effect from 12:00 a.m. July 1, 1994 to 11:59 p.m. June 30, 1996, except as herein otherwise provided. Benefits which can be paid retroactively from July 1 shall be so paid upon signing, except where specifically provided otherwise.
- 25.2: If either 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.

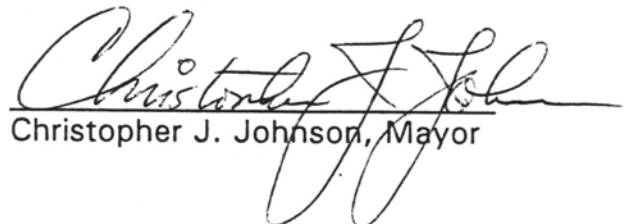
25.4: In the event that Northville Township is annexed to Northville City, the terms of this Agreement shall be open to negotiation.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this 6<sup>th</sup> day of Dec, 1994.

COMMAND OFFICERS ASSOCIATION  
OF MICHIGAN

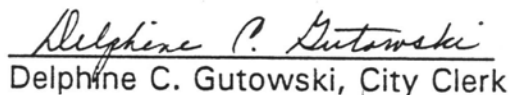
  
Richard Ringer  
Business Agent

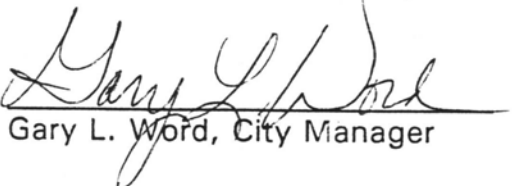
CITY OF NORTHVILLE

  
Christopher J. Johnson, Mayor

NORTHVILLE CITY POLICE  
COMMAND OFFICERS ASSOCIATION

  
David Fendelet, President

  
Delphine C. Gutowski, City Clerk

  
Gary L. Word, City Manager

## APPENDIX A

### HAIR STYLE REGULATION

#### **Hair Style and Grooming**

The following regulation concerning hair style and grooming is being implemented in recognition of current style trends. It is recognized that contemporary hair styles may be desirable for the police officer's professional performance as well as his personal life, as long as good grooming and neat appearance are not sacrificed. Therefore, this regulation is issued with the expectation that each officer will exercise his own good judgment to maintain neat and well-groomed appearance within the limits of these standards.

#### **Hair**

Length shall be above the shirt collar in back and above the middle of the ear on the sides. The hair style shall be not so long or thick as to protrude out from the uniform hat in an unruly manner. Hair shall be kept groomed and neat in appearance at all times.

#### **Sideburns**

Length shall not exceed the bottom of the ear. Width shall not exceed one (1) inch. Sideburns shall be neatly trimmed and not bushy.

#### **Mustaches**

May extend 3/8 inch out from the corner of the mouth and 3/8 inch down from the corner of the mouth. Mustaches shall be neatly trimmed and not hang down over the top lip.

City of Northville / Northville COA/COAM  
Effective July 1, 1994 through June 30, 1996

**APPENDIX B**

**LETTER OF UNDERSTANDING REGARDING  
EXTRA RACETRACK ASSIGNMENTS**

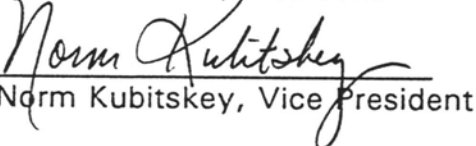
It is hereby agreed between the City and the Association that during the 1984-85 racetrack season the following procedure shall be in effect on a trial basis:

1. Past assignments of normal auxiliary/part-time positions will be made available as in the past; based on prior agreement between the NCOA and City, NCOA members will continue to be allowed to work at the current reduced pay formula in the place of auxiliary/part-time officers' positions at Northville Downs. In accordance with past practice, members shall have first priority based upon their requests for dates and posts.
  - (a) Officers wanting to work these extra assignments must commit to a frequency of shifts to facilitate monthly scheduling.
  - (b) Pay will be given for these assignments on the basis of forty percent (40%) of the regular overtime rate.
  - (c) NCOA members shall have priority in assignment scheduling.

After the 1984-85 racetrack season, the City and the Association shall discuss the procedure and any problems which may have arisen; if both parties then agreed to continue the procedure of a modification of it, a second Letter of Understanding shall be executed for the 1984-85 racetrack season.

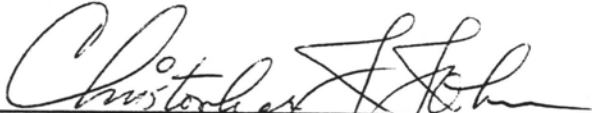
NORTHVILLE POLICE COMMAND  
OFFICERS ASSOCIATION

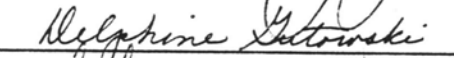
  
David Fendelet, President

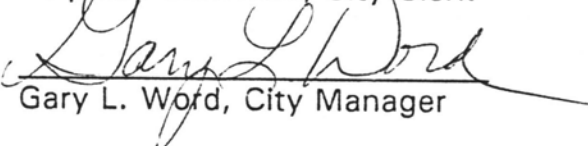
  
Norm Kubitskey, Vice President

Date 11/30/94

CITY OF NORTHVILLE

  
Christopher J. Johnson, Mayor

  
Delphine Gutowski, City Clerk

  
Gary L. Word, City Manager