

TA as of June 9, 2026

AGREEMENT

between

CITY OF NOVI

and

**MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES – DEPARTMENT OF
PUBLIC WORKS/PARKS MAINTENANCE**

The following represents a good faith offer by the City of Novi for a successor Agreement to the Collective Bargaining Agreement which expires on June 30, 2026.

Effective 7/1/2026 - 6/30/2029

**City of Novi
And
Michigan Association of Public Employees**

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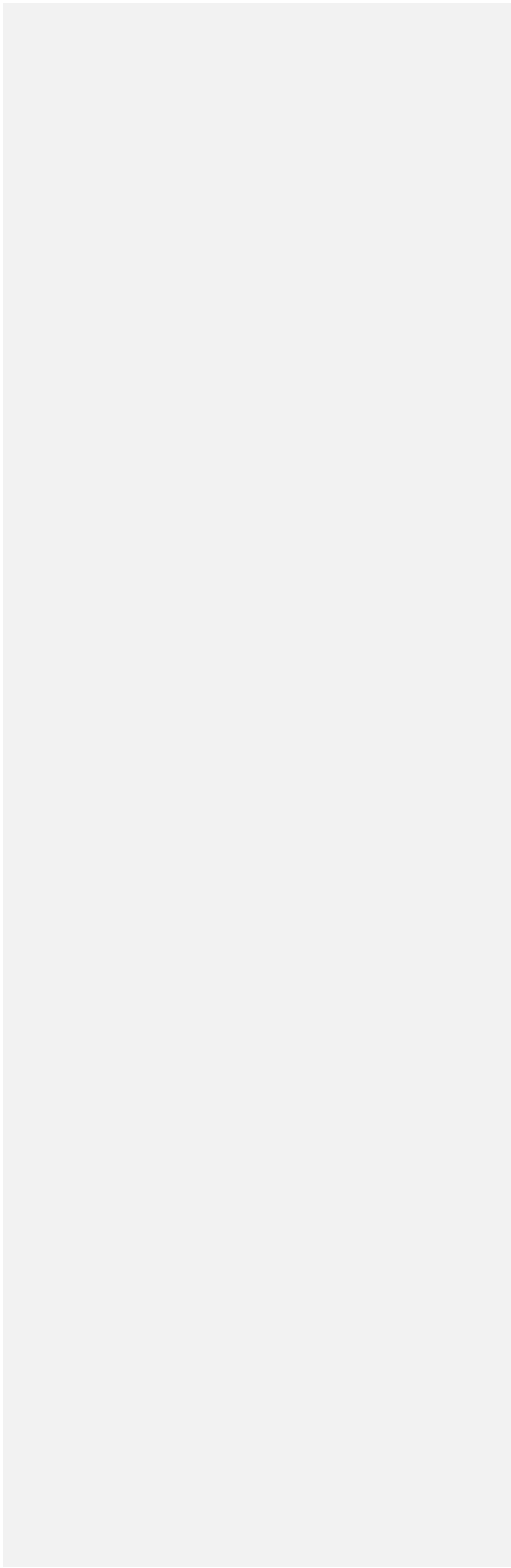
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And
Michigan Association of Public Employees**

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THIS AGREEMENT, made and entered into this ____ day of _____, 202~~9~~⁶, by and between the City of Novi, Employer, located at Novi, Michigan, party of the first part, hereinafter "City", and Michigan Association of Public Employees.

WHEREAS: Both parties are desirous of preventing strikes and lockouts and other cessation of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful and harmonious working and economic relations between the parties.

WITNESSETH: That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:

ARTICLE 1 - RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, the City recognizes the Michigan Association of Public Employees as the exclusive representative of the employees of the City of Novi for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment, in the following bargaining unit for which it has been certified.

*Unit 1 – Current represented Employees of this bargaining group (Field Operations Operator (Ops), W&S Operator, Sign Specialist, Storm Water Specialist, W&S Specialist, Parks Maintenance, Police Mechanic, DPW Mechanic, Field Operations (Ops) Work Leaders, Water & Sewer Work Leader, Parks Maintenance Work Leader, Cross Connection Specialist) assigned to the field divisions of the Department of Public Works, including Roads and Drains, Water & Sewer employees, Mechanics. Excluded from Unit 1 are any clerical, part-time, engineering, supervisory employees, administrative employees or confidential employees.

ARTICLE 2 - UNION SECURITY AND CHECK-OFF

Section 2.1. Membership in the Union is not compulsory pursuant to Public Act No. 25, June 14, 1973, as said Public Act No. 25 amended Act No. 336 of the Public Acts of 1947. The City agrees to deduct dues of the Union upon signed authorization of any member of the bargaining unit. The aggregate deduction of all employees shall be remitted together with an itemized statement, to the Treasurer of the Union by the 15th of the succeeding month after such deductions are made. Deduction authorization may be revoked upon sixty days notice. The City shall not be liable to the Association or to the employees by reason of any error or neglect involving the improper deduction of or failure to deduct Union dues in accordance with this contract and the Union agrees to hold the City harmless from all liability to which the City may be put by reason of its voluntary agreement to deduct membership dues.

Right to Work Legislation hereby is in effect for members of this bargaining group, effective July 1, 2013. If any member of this bargaining group elects to opt out of paying union dues, as is allowable under the Right to Work Legislation, they must notify in writing the Department of Human Resources and MAPE. This notification will then be sent to the Business Agent for this group. The City will notify MAPE of the last deduction date for such dues paid by such employee. Should this legislation be repealed this section shall revert to the language as written in prior contracts including the provision to pay union dues for all employees represented in this group.

ARTICLE 3 - CLASSIFICATIONS

Section 3.1. The Union shall have a right to request that a position be upgraded by submitting a request to the Human Resource Department. Human Resources shall evaluate the Union's request and respond to it within ninety days after submission. The decision of Human Resources shall be final and not subject to the grievance procedure. The City shall also have the right to upgrade a position when deemed necessary or appropriate. The Union shall be notified of all upgraded positions prior to implementation. Incumbents shall be upgraded to the position without posting the position as a vacancy.

Section 3.2. All new full-time employees shall be hired in at the appropriate range and receive the starting salary for the appropriate classification and range. After six months of continuous employment and a minimum of meets expectations on the annual performance evaluation, based on classification and range, the new employee shall be advanced to the six-month rate. After twelve months of continuous employment and a minimum of meets expectations on the annual performance evaluation, the new employee shall advance to the one-year rate.

Section 3.3. In those instances that do not interfere with the working conditions of the existing bargaining unit, the Union recognizes the right of the City to employ seasonal and part-time employees.

- A. Seasonal employees shall be employees hired to perform that work which is of a seasonal nature.
- B. Part-time employees is defined as an employee of the City who is employed for less than twenty-nine (29) hours a week. Part-time employees shall be used only when necessary.

Section 3.4. Seasonal and part-time employees shall not be used to undermine the bargaining unit or the Union. Seasonal, part-time and co-op employees will not be utilized in any department with an existing full-time employee and member of the bargaining unit on lay-off.

Section 3.5. The Union acknowledges the Classification Plan of the City of Novi, as adopted by the City Council. As the City needs require, the City shall make necessary

changes in the Classification structure.

Section 3.6. The following positions shall be considered to be continuous classifications, based upon criteria as set forth in the job descriptions (years of experience and certifications held): Field Operator (Ops) I-IV, Water & Sewer Operator I-IV, Parks Maintenance I-IV DPW & Police Mechanic I, III. Placement and advancement to the various steps and ranges of these positions shall be subject to and governed by the following rules:

- A. All new hires shall be placed in the lowest step in the position range.
- B. Any existing employee who is promoted to one of these positions shall be placed in the step which is the next highest from their existing salary. There will be no increase less than ten cents per hour.
- C. Movement to the next step within these positions will be based on years of experience, seniority, certifications, and merit as follows:
 - 1. The employee must possess the minimum experience and level of certifications as contained in the corresponding Job Description, a minimum of two years seniority in their present classification.
 - 2. The employee must have received a minimum of Meets Expectations on the employee evaluations conducted during a this two-year period. If no evaluation has been completed, the employee's performance will be considered satisfactory for classification purposes only.
 - 3. To advance with the established steps and from one range to another, employee must successfully receive a minimum of meets expectations on the employee evaluations conducted during this two-year period. If no evaluation has been completed, the employee's performance will be considered satisfactory for classification purposes only.
- D. Seniority earned in a parallel or higher classification shall be credited toward an employee's ability to move into a higher classification and placement in the salary schedule of a continuous classification of a lower position, assuming that the duties of the two positions are similar in nature and that the employee possesses the necessary experience, certifications, ~~and~~ qualifications to perform the duties of the new position.
- E. The City may, depending upon experience and/or certifications held, place a newly hired MAPE employee, who is hired into one of the above continuous classification job classes, into a higher salary range. The City will provide notice to the union when a new union member is hired into a higher classification.
 - a. The higher salary range must contain the classification which the employee was hired for.
 - b. Experience and certifications must be current at the time of hire.

D.c. The decision as to whether the candidate is eligible for placement into a higher continuous classification is solely that of the City.

ARTICLE 4 - PROBATION

Section 4.1. The City shall grant new employees seniority after working twelve (12) continuous months. If two or more employees have the same date of hire, then seniority shall be determined among such employees by the date of application for employment, the one with the earliest date of application having the greatest seniority.

Section 4.2. Those employees who become part of the bargaining unit, shall commence payment of Union dues and initiation fees or a service charge after ninety days of continuous employment with the City. The Union upon written request of the employee agrees to refund dues or service charges if the employee is terminated by the City of Novi during the probationary period.

ARTICLE 5 - SUBCONTRACTING

The right of contracting or subcontracting is vested in the City of Novi. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union.

ARTICLE 6 - SENIORITY

Section 6.1. An employee who desires to terminate ~~their his~~ employment with the City shall give reasonable written notice and may request a letter of recommendation.

Section 6.2. An employee shall lose ~~their his/her~~ seniority for the following reasons only:

- A. An employee quits.
- B. An employee is discharged for just cause.
- C. An employee is absent for two consecutive working days without notifying his supervisor. After such absence, the City will send written notification by certified mail to the employee at his last known address that ~~he/she they has have~~ lost seniority, and ~~their his/her~~ employment has been terminated. If the disposition made of any case is not satisfactory, the matter may be referred to the grievance procedure. If an employee is absent for two consecutive working days and cannot notify their supervisor due to an emergency condition, they must contact the supervisor within one day of having the ability to do so.
- D. If ~~he/she the employee does does~~ not return to work from sick leave and leaves of absence within two days of the end of the leave.

- E. For participation in any unauthorized strike, slowdown, speedup, walkout or other interruptions of normal operations of the City of Novi.

Section 6.3. An employee who at any time returns from leave granted by the City shall be entitled to return to ~~their~~ ~~his/her~~ former position with no loss of seniority; however, ~~he/she/they~~ shall accrue no seniority during the period of his/her absence, unless such leave is for union or city related business.

Section 6.4. An employee who is promoted from the bargaining group to either a union or non-union position shall serve a twelve-month probation. The employee will have ninety (90) days to request to be returned to their prior union position. If returned, ~~he/she/they~~ shall be returned to ~~their~~ ~~his/her/their~~ former classification and pay. After ninety days, employee loses their right to return to prior union position. Employee may apply for other open positions within the City which they may be qualified for. ~~probationary employee shall not be considered for a new position.~~

Section 6.5. Layoffs and Recall: The word "layoff" means a reduction in the working force. If a layoff becomes necessary, the following procedure will be mandatory:

Layoff shall be made within the effected classification(s) in the effected department(s).

Such reduction will be made in the first instance by terminating temporary employees, then probationary employees within the effected classification(s) in the effected department(s). If a further reduction in the work force is required, such reduction in the case of seniority employees will be made in inverse order of seniority within the effected classification(s) in the effected department(s).

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

Employees to be laid off for an indefinite period of time (i.e. more than five days) shall be given as much advance notice as practical, but in no event less than ten working days. The union shall receive a list of employees being laid off at the same time that said employees are notified.

An employee receiving notice of layoff shall have five working days from the receipt of the notice of layoff to notify Human Resources in writing of their intent to exercise their seniority to bump. Failure to notify Human Resources in writing within the five-day period as stated shall constitute a waiver of the employees bumping rights. After receipt of the notice of intent to exercise their right to bump, Human Resources shall notify and schedule an appointment within five

working days to review the affected employee's qualifications and available options.

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

A currently held classification and/or currently held range (including lower classifications/range, a lower classification and/or lower range.

An employee may only bump into a position for which ~~he/she/they~~ is/are qualified. The City may require the employee to test to verify qualifications unless the employee has successfully held the exact position in the same Department into which he or she is attempting to bump. Said testing must be fairly administered based on the job description and the demonstrated actual ability of the employee to be bumped. Employees must possess all certifications/licenses that are required of the position they are bumping into.

Section 6.6. Promotions and Transfers: A laid off employee shall be considered as still employed for bidding on any posted vacancy. A laid off employee does not lose his/her/their seniority unless ~~he/she/they/they~~ fail to return to work when recalled as specified in Article 11, Paragraph D, and continues to accumulate seniority for up to one year during the period of the layoff.

During layoffs the City will not demote supervisory personnel into the bargaining unit as a means of replacing laid off employees.

The City agrees that it shall provide as much advance notice as possible to the Union of any proposed layoff. Additionally, the City will agree to a "meet and confer" session with the Union to discuss possible alternatives to a layoff action.

When the work force is increased or openings occur in any department while there are employees on layoff, employees will be recalled according to inverse order of their having been laid off, providing they have the current ability to do the available work. A laid off employee will remain on the recall list for a period of time equivalent to the length of his seniority. A laid off employee with more than two years seniority, will be removed from the recall list at the end of the two years, unless ~~he/she/they~~ informs the Employer in writing within thirty calendar days after the expiration of that two year period that ~~he/she/they~~ wants to remain on the recall list. Further, such employee must inform the Employer in this manner within thirty calendar days after each anniversary of the expiration of that two year period that ~~he/she/they~~ wants/want to remain on the recall list until the expiration of the period of time equivalent to the length of his/her seniority. If an employee is laid off, it will be his/her responsibility to register with the Employer his/her address and any change of address for the purpose of this Article. Notice of recall shall be sent to the employee at the last address registered with the

Employer, by registered or certified mail. If the employee fails to report his/her intent to report for work within seven working days after delivery of notice of recall to the Post Office, the City shall assume ~~he/she/they~~ has/have quit.

When the work force is increased or openings occur in any Department, probationary employees who are terminated due to a reduction in the work force will be considered for rehire for the period of time equal to their time served as a probationary employee providing: Laid off seniority employees are determined not to be eligible for the available position(s) and the probationary employees have the current ability to do the work required in the position(s).

There shall be a forty-two-month period when a laid-off employee who has not withdrawn from the MERS retirement system may, when returning to work, continue in the retirement plan to which they were previously contributing. This shall be subject to MERS and legal requirements.

ARTICLE 7 - DISCIPLINARY LAYOFF AND DISCHARGES

Section 7.1. The City may discharge or discipline any seniority employee only for just cause. Probationary employees may be discharged for any reason. It shall be the policy of the City that disciplinary action will follow the principle of being both corrective and progressive in nature as indicated below. A step in the foregoing process may be skipped based upon the severity of the infraction.

- 1) Verbal Counseling (with Supervisor)
- 2) Documented Warning
- 3) Letter of Reprimand
- 4) Suspension
- 5) Discharge

Section 7.2. Within a two-year period following the insertion of a letter of reprimand in the personnel file of any member, ~~he/she/they/they~~ may ask that a review be made by the Human Resource Director, and unless there is a legitimate reason otherwise, the letter will be removed. A suspension may be reviewed after a three-year period from the employee's personnel file and not subject to progressive discipline.

Section 7.3. If an employee is convicted of an infraction by a court of competent jurisdiction, that restricts any job requirement (example CDL) that employee shall be re-classified to Range 9 the next lowest classification, for the duration of the suspension of credentials to a maximum of eighteen months. At that time if the employee does not meet the requirements of ~~his/her/their~~ normal position the employee may be terminated.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 8.1. A grievance is defined as an alleged violation of a specific article and section of this agreement. No dispute or controversy shall be adjusted under this procedure unless it shall be a true grievance as defined above. It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the employer and the union. No dispute or controversy shall be adjusted under this procedure unless it shall be over the interpretation or application of this contract.

Section 8.2. Grievances must be taken up promptly and no grievance will be considered or discussed which is initiated later than ten working days after the union would have reasonably had notice of the alleged contract violation such has happened.

Section 8.3. Should any grievance, disputes or complaints arise over the interpretation or application of the contents of this agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step 1. The parties recognize informal resolution of grievances at the lowest possible level of supervision as desirable and encouraged. Initiation of a grievance shall be by a conference between the aggrieved employee, the Steward, or both, and the supervisor and/or department head. If not settled in this manner, it shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided by the local union within ten working days of the alleged grievance, and deliver same to the designed employer representative. Said grievance shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify the provisions of this agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the union with respect to the provisions, shall indicate the relief requested, and shall be signed by the employee.

Step 2. After receipt of the written grievance by the designed employer representative, a conference between the union representatives and employer representative will be held within five working days thereafter. The employer representative shall indicate his disposition of the grievance in writing within five working days of such meeting and shall furnish a copy to the union representative.

Step 3. If the grievance is not settled in Step 2, the union shall, within five working days, deliver to the designated employer representative a written request for a meeting between the union representatives and the employer representatives to review the matter. This meeting may be attended by the Chief Steward and/or Department Steward and/or Business Agent. Such meeting will be held within ten working days from date of said written request and the employer will

render its written decision within seven working days thereafter.

Step 4. If the grievance has not been settled in Step 3, the parties, or either party, may submit such grievance to arbitration provided such submission is made to the City's Director of Human Resources within thirty calendar days. The written notice shall identify the provisions of the agreement allegedly violated, shall state the issues involved and the relief requested. If no such notice is given within the prescribed period, the City's last answer shall be final and binding on the union, the employee or employees involved, and the City.

If the parties cannot agree as to the arbitrator within fourteen calendar days of the submission of the union's notice, the union must submit a request for an Arbitrator to be appointed by the Michigan Employment Relations Commission. The arbitrator shall have no power or authority to alter, amend, add to or subtract from or disregard any of the terms of this agreement. Both parties agree to be bound by the award of the arbitrator and that the costs of any arbitration proceeding under this provision shall be borne equally between the parties except that each party shall pay the expenses of its own witnesses.

Upon written agreement of the parties, any grievance may be submitted to mediation. Such submission shall freeze the timelines set forth above until either party informs the other that it no longer wishes to mediate. At that point, the timelines shall resume at the point as which they were frozen.

If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall first determine the question of arbitrability. In the event that a case is appealed to an arbitrator on which ~~he/she/they~~ has/have no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

There shall be no appeal from an arbitrator's decision if within the scope of his/her/their authority as set forth above. It shall be final and binding on the union, its members, the employee or employees involved, and the City.

Section 8.4. Any grievance not appealed from a decision in one of the steps of the grievance procedure to the next step as herein described shall be considered dropped and the last decision final and binding, except that time limits may be extended by mutual written agreement of the parties.

ARTICLE 9 - STEWARDS

The employer recognizes the right of the local union to elect a Chief Steward and Deputy Stewards from specific employment activities not to exceed a total of three (3) total union stewards (Chief Steward plus two (2) others). The authority of the Chief Steward so elected or appointed by the local union shall be limited to, and shall not exceed, the following duties and activities:

- A. The investigation and presentation of grievances with his employer or the designated employer representative in accordance with the provisions of the collective bargaining agreement.
- B. The transmission of such messages and information, which shall originate with, and are authorized by the local union or its officers, provided such messages and information
 - a. have been reduced to writing, or;
 - b. if not reduced to writing are of a routine nature and do not involve work stoppage, slow-downs, or any other interference with the employer's business.
- C. The Chief Steward and/or Deputy Steward(s) have no authority to take strike action, or any other action interrupting the employer's business. The employer shall have the authority to impose proper discipline, including discharge, in the event the Steward has taken unauthorized strike action, slow-down or work stoppage in violation of this Agreement. The Steward shall be permitted time to investigate, present and process grievances on the employer property without the loss of time or pay during this regular working hours. In each and every instance where such time is required during working hours, the Steward will estimate the amount of time needed and receive approval from ~~his/her~~ their immediate supervisor. No reasonable request for time away from the job for union business will be denied.
- D. No more than one Steward shall be allowed to investigate, present, or process grievances at any one time. The Department Steward shall be included if requested.
- E. The Steward shall first receive the approval of ~~his/her~~ their supervisor to leave their work; no additional employee shall be allowed time off to accompany the Steward. Abuse of time away from the job, or abuse of any provision of this section, shall be cause for appropriate discipline.
- F. All appointed or elected Chief Stewards and Division/Department Stewards shall be included in contract negotiations, but not to exceed three (3). Negotiation sessions will be scheduled at mutually agreeable times. All time spent during regular working hours in negotiations for any steward will be compensated at the appropriate rate. No time spent before or beyond regular working hours will be compensated.

The City agrees to allow up to twenty-four (24) hours per fiscal year for the Chief Steward and Division/Department Stewards for the purpose of conducting union business limited to the following: attending union conferences and educational

seminars which relate to the bargaining unit, provided seven working days written notice is given to the employer by the union. The City agrees to allow up to forty (40) hours per fiscal year for the Chief Steward and Division/Department Stewards for purpose of conducting union business limited to the following: Contract negotiations, disciplinary hearings, grievances and arbitrations. If contract negotiations extend beyond the expiration date, or the group has exhausted their forty (40) hours for the fiscal year, additional time may be granted for the bargaining team to complete the negotiation process. A written notice must be provided to the employee's Department Director or their designee, a minimum of forty-eight (48) hours in advance specifying the dates/times/union personnel who will be in attendance at any business. For purposes of union business such as a disciplinary hearing, notice should be provided at such time as union representative is advised. All union meetings shall take place after work hours. All union meetings wherein information is being provided to the membership at large shall take place after work hours. Emergency meetings requested by the Union may be allowed during work hours with advanced approval by the City.

ARTICLE 10 - ABSENCE

Section 10.1. Any employee desiring a leave of absence from their employment shall secure written permission from the employer. Such request for leave shall be submitted in writing. Extensions of leave granted must be requested in writing 10 working days in advance of the termination of the leave of absence and must be approved in writing. No leave of absence shall be granted for a period in excess of one year; however, the same may be extended as herein provided. No unpaid leave of absence shall be granted until such time as employee has eighty (80) hours or less of Paid Time Off in their bank.

Section 10.2. Paid Time Off. Paid Time Off (PTO) is an all-inclusive leave bank system that provides pay to employees when they are away from work. Consistent with the requirements of the City, employees shall be entitled to take their PTO during the period in which they request, except in cases of conflict which would create a staffing problem for the department. If the Department Director feels that permitting such requests will conflict with the Department's work schedule or result in an interruption of service to the public, the request may be denied. In the event of a conflict, the employee with the most seniority shall be entitled to PTO preference. Employees shall bid for the PTO time by January 31st for the calendar year. Any days requested after the initial bid date shall be taken under advisement, including date of request. ~~Effective July 1, 2021, employee's existing vacation, personal business, and sick banks will be converted into one PTO bank.~~ In the event an employee will be away from work for an illness or injury lasting more than three consecutive days, please refer to the City's Family Medical Leave Policy. Illness or injuries lasting more than five (5) days, the pertinent Short Term Disability Policy.

Commented [EM1]: Language from the 07/09/24 LOU

PTO accrual schedules are as follows and shall be provided on January 1 of each year of full-time eligible service. New employees' PTO shall be pro-rated (using the 15th day of the month rule) based upon their hire date.

For employees working scheduled 8 hour days:

<u>Years of Service</u>	<u>Annual Paid Time Off Eligibility</u>
1 – 4	184 <u>92</u> hours (23 <u>4</u> days) - Maximum carry over 80 hours
5 – 9	224 <u>32</u> hours (28 <u>9</u> days) - Maximum carry over 120 hours
10 – 16	264 <u>72</u> hours (33 <u>4</u> days) –Maximum carry over 160 hours
17+	304 <u>12</u> hours (38 <u>9</u> days) –Maximum carry over 208 hours

Any hours over the maximum ~~carry over~~carryover as listed above as of December 31st will be lost.

Scheduled Leave: Employees may request time off in writing with as much advance notice as possible, minimum of 12 hours-notice. Except in cases of illness or injury, requests for time off with less than 12-hours' notice may be denied if approval would result in interruption of service to the public. Leave requests of five (5) days or more should be made a minimum of two (2) weeks in advance, or as determined by the Department Director or their designee.

If the Department Director feels that permitting such requests will conflict with the Department's work schedule or result in an interruption of service to the public, the request may be denied. In cases where an employee has not been able to take time off in any given year due to unusually high work load, illness, or similar circumstance that would otherwise result in the forfeiture of leave time, the Director of Human Resources, with the request and approval from the Department Director, may authorize a one-time carryover of PTO leave time beyond the permissible maximum.

Recognized holidays will not be charged as PTO for employees whose leave encompasses said holiday.

Any employee who is called back to work during a scheduled PTO period, shall not lose any remaining PTO leave.

Unscheduled Leave: In such cases of unscheduled leave (Emergency or EPTO) employee shall notify the Department Director or their designated department contact within one (1) hour of their start time, or as soon as reasonably able, in the case of an emergency, of their absence. Failure to do so, absent a bona fide medical emergency, may result in the employee being considered absent without leave and subject to disciplinary action and/or termination. The employer reserves the right to require satisfactory proof of illness or investigate, which may include a physician's statement or other such evidence for any EPTO; including wherein a reasonable basis exists, including but not limited to a pattern of EPTO, or absences in excess of three (3)

consecutive work days. Excessive EPTO hours in any given month may result in a medical referral (fitness for duty) or disciplinary action. A pattern may include weekly absences, a day at the beginning or end of a scheduled vacation, routine EPTO calls on Mondays or Fridays, etc.

Emergency PTO may be used for absence due to serious illness and/or injury in the immediate family. The immediate family shall consist of mother, father, children, spouse, brothers, sisters, grand-parents and grandchildren.

PTO Payout: The payout of unused PTO leave time will be capped at 400 hours and will only be paid out if the employee's separation is in good standing, with a minimum of two weeks advance notice of separation. There shall be no payout of PTO for an employee who is on probation.

In the event of the death of the employee, any payout of time shall be made by direct deposit into the last account employer has on file.

Annual PTO Buy Back: Payment in lieu of PTO is allowed. However, the City encourages all employees to take leave time. Employees shall be permitted to receive payment in lieu of PTO in a minimum of one day and a maximum of five days cashed in for pay within a calendar year. Requests for such payout shall be made in writing to the Department of Human Resources by December 1. Payment to be made on the last pay in December.

UNPAID LEAVE OF ABSENCE

An Unpaid Leave of Absence may be requested, first through the employee's Department Director, and if approved then submitted to Human Resources. Leaves will be considered on a case by case basis. Consideration will take into account staffing, projects, and any potential interruption to service. In order to request an unpaid leave, the employee must have no more than 80 hours in their PTO bank.

Section 10.4. Earned Sick Time. In order to be in compliance with the Earned Sick Time Act (ESTA) PA 338, effective January 1, 2027, a total of 72 hours from the employee's Paid Time Off (PTO) bank will be allocated as "ESTA" time. The EST will be subject to the rules and regulations of the Act. The ESTA Policy outlining these procedures and guidelines can be found on the City's intranet (eWeb) under the Human Resources tab/policies and Procedures.

Years of Service	Annual PTO Eligibility in Hours	Annual ESTA Eligibility in Hours	Total PTO and ESTA Time in Hours	Maximum Carryover in Hours
1-4	120	72	192	80
5-9	160	72	232	120

10-16	200	72	272	160
17+	240	72	312	208

Section 10.45. An employee will take a health leave of absence pursuant to this section at any time during the employee's pregnancy if the employee is unable to satisfactorily perform her assigned duties. A seniority employee who has earned seniority at the time the leave is to commence who is unable to perform her assigned duties shall, at the written recommendation of a physician be granted a maternity leave of absence for up to the length the employee's seniority or three months, whichever is less. A written request for such leave must be submitted to the City Manager as soon as possible after the pregnancy has been determined. When the employee can furnish her physician's statement certifying her fitness to perform her assigned duties, she shall be allowed to continue to work provided that the City reserves the right to require additional medical certification of the employee's fitness to perform her assigned duties if such fitness is questioned. At least thirty days prior to the expiration of the leave, the employee shall notify the City in writing of her intent to return to work accompanied by a written statement from a physician selected pursuant to Article 14, Section 10, certifying the physical and mental fitness of the employee to fulfill her duties. Upon expiration of the leave, the employee will be returned to ~~her~~their former classification, providing she can perform the available work. The City of Novi agrees to provide pregnancy benefit protection no less than required by State Law.

Section 10.56. The City of Novi will continue to provide medical coverage to those employees off work due to a non-duty related injury, illness or disability provided such injury, illness or disability leave is approved. This coverage will continue while employee is on approved FMLA and/or Short Term Disability. A doctor's statement verifying the employee's medical condition will be required in order to process any requested medical leave. Upon request by employee, HR will e-mail a health care invoice to employee for required health care contribution.

ARTICLE 11 - LIMITATION OF AUTHORITY AND LIABILITY

Section 11.1. No employee, union member or other agent of the union shall be empowered to call or cause any strike, work stoppage or cessation of employment prohibited under Act 379, P.A. 1965, or under any other applicable City, State or Federal law, in existence at the present time or enacted during the term of the agreement. In the event of such prohibited conduct, the union shall immediately instruct the involved employees in writing, with a copy to the City, that their conduct is in violation of the contract and that they may be disciplined and/or discharged, and further shall instruct all persons to immediately cease the offending conduct. The union further agrees that the City shall have the right to discipline (including discharge)

any or all employees who violate this article. In the event of a violation of this article, the City shall have the right, in addition to the foregoing and any other remedies it may have, to obtain injunctive relief.

Section 11.2. Any individual employee or group of employees who willfully violate or disregard the arbitration and grievance procedure set forth in Article 8 of this Agreement, may be summarily discharged by the employer without liability on the part of the employer or the union.

ARTICLE 12 - MANAGEMENT RIGHTS

Section 12.1. The union recognizes the City's right to manage its affairs and direct its work force within the existing framework of the statutes of the State of Michigan to maintain the City of Novi in the County of Oakland, as efficiently and at the lowest possible cost consistent with the fair labor standards. Further, the City has all the customary and usual rights, powers, functions and authority of management. It is recognized that the management of the City, the control of its properties and the maintenance of the City, the control of its properties and the maintenance of order and efficiency is solely a responsibility of the City. Among the rights and responsibilities belonging to the City are:

- 1) the rights to decide the number and location of its facilities,
- 2) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered to the public, workwork -to be performed within the unit, maintenance and repair of machinery, tools, procurement, designing, engineering and the control of equipment and materials,
- 3) to introduce new equipment, methods, or process, change or eliminate existing equipment and institute technological changes
- 4) amount of supervision necessary,
- 5) machinery, tools, procurement, designing, engineering and the control of equipment and materials, and the right to purchase services of others.
- 6) the selection and direction of the workforce.
- 7) The right to hire, discipline, suspend or discharge for just cause.
- 8) The right to assign, promote or transfer,
- 9) The right to determine the amount of overtime to be worked
- 10) The right to relieve employees from duty due to layoff or for other legitimate reasons as set forth herein is vested exclusively in the City.
- 11) The City reserves the right to promulgate reasonable rules and regulations in order to maintain order and discipline, provided the same are not inconsistent with the provisions of this agreement.
- 12) to establish and change work schedules, work standards, and the methods, processes, and procedures by which such work is to be performed;
- 13) to determine lunch, rest periods, and cleanup times, the starting and quitting times;

14) to establish training for the purpose of maintaining or improving professional skills of employees.

15) It is understood and agreed that none of the foregoing rights and responsibilities will be exercised in a manner which is inconsistent with the provisions of this agreement.

~~**Section 12.2.** It is further recognized that the responsibility of the management of the City for the selection and direction of the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons as set forth herein is vested exclusively in the City.~~

~~**Section 12.3.** The City reserves the right to promulgate reasonable rules and regulations in order to maintain order and discipline, provided the same are not inconsistent with the provisions of this agreement.~~

Section 12.2.4. The union recognizes that no disputes are subject to the grievance procedure or any arbitration procedures unless they arise from disagreements concerning the interpretation of this contract.

ARTICLE 13 - DISCRIMINATION

The provisions of this agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, sexual orientation, or marital status.

~~Masculine pronouns and relative words herein used shall be read as if written in plural and feminine if required by the circumstances and individuals involved and is not intended to be discriminatory in any fashion.~~

ARTICLE 14 - GENERAL

Section 14.1. Authorized representatives of the union shall be permitted to visit the operation of the employer during working hours to talk with Stewards of the local union and/or representatives of the Employer, concerning matters covered by this agreement provided that such visits do not interfere with the normal and orderly operations of the employer. Visits shall be limited in duration to a "reasonable" amount of time.

Section 14.2. The City of Novi has the authority to determine who will drive a City vehicle, to establish vehicle operator standards, and to revoke the right to drive municipal vehicles for failure to meet the standards (Motor Vehicle Operations Policy). Employees who do not meet the driving record standards will be subject to disciplinary action, up to and including removal of driving privileges and termination of employment. All employees who drive City vehicles will be enrolled in the State of

Michigan Driving Record Subscription Service. ~~Effective upon contract ratification,~~ ~~a~~All new hires of the Department of Public Works, ~~(Water and Sewer, Mechanics), and Parks Maintenance, Parks, Recreation and Forestry Departments~~ are required to obtain (during ~~his/her/their~~ probationary period) and must maintain as a condition of employment a Class A CDL license with air brake and tank endorsement. CDL Drivers must maintain a valid medical card.

~~If an employee is unable to maintain a valid medical card, or loses their Commercial Driver's License (CDL) for any other reason after a period of 6 months, (documentation required due to a delay by insurance), shall be provided to their Director and Human Resources. If no such documentation exists, that employee shall move to range 9, and shall be prohibited to work any overtime, until such time as they have successfully regained their full CDL privileges and valid medical card, for a period not to exceed 12-months from the date they lost their CDL and/or valid medical card. During this time, employee shall perform any duties that are deemed suitable for such employee by the Department Director or their designee. If the employee has not obtained their CDL and valid medical card within the 12-month period, that employee shall be assigned to any position which they are qualified for, as determined by the employer. If no such position exists, the employee may be terminated.~~

Any City employee transferring or bumping into DPW must possess a minimum of a CDL Group ~~AB~~ License. These employees shall have six months from the date of transfer, or bump, to obtain the CDL Group A License with the N endorsement. The six month time period shall be extended by the employer if the employer is unable to make available the necessary training and / or the equipment for practice.

~~It is the desire of the City for a~~All existing DPW ~~and Park Maintenance~~ employees ~~to shall~~ have a CDL Group A License with an N endorsement. If they are unable to obtain a CDL Group A License with an N endorsement, they shall remain in their current position and be ineligible for promotion until they are able to do so. See Section 14.2 above. This section shall not apply to the position of mechanics in the Police garage ~~or the clerical positions in the DPW.~~

In order to develop a safer work environment as well as provide the opportunity for career development, the employer and the union shall mutually develop, implement and maintain a training program. This program will cover the CDL licensing requirements, safety issues and other issues that may be identified in the future by the parties. Current employees will have the training made available to them on a seniority basis with the most senior employee given the first opportunity to train, followed by the next senior employee, etc. Water and Sewer workers shall have a minimum of a Water Distribution System S-4 certification. Anyone transferring or bumping into this department from another City department shall have a minimum of eighteen months to obtain the S-4 license as a condition of employment.

Section 14.3. Should the employer require any employee to give bond, cash bond

shall not be compulsory and any premium involved shall be paid by the City.

Section 14.4. The City will provide and maintain sanitary washrooms and toilet facilities. Where needed, the City will provide and maintain lockers.

~~**Section 14.5.** The City shall provide at its expense, such legal assistance as shall be required by an employee as the result of acts occurring when and while said employee was in good faith performance of his/her City duties and responsibilities. If for any reason such legal assistance is denied, then the City shall notify the employee and local union. This provision will in no way apply to any action arising out of any legal or illegal strike, work stoppage, slowdown, speedup, or other interference with the normal and orderly operation of the City.~~

Section 14.6. The employer shall provide adequate bulletin board space where employees are employed for the posting of seniority and vacation lists and for the use of the union and employer. Only official notices are to be posted and must have the signature of the union business representative or the Steward for the union and the employer or his/her representative.

Section 14.7. Where an employee is required by the City to provide ~~his/her~~their own transportation to and from a job location during normal working hours or authorized overtime, then ~~he/she/they~~ shall be reimbursed at the rate established by the Internal Revenue Service. No employee will be reimbursed for any miles driven while commuting either to or from his/her residence to work.

Section 14.8. Loss or Damage: Employees shall not be charged for loss or damage of the employer's property, tools, equipment, mobile or otherwise, or articles rented or leased by the employer unless negligence is proven.

Section 14.9. The City recognizes its obligation to furnish adequate tools and equipment to perform the job tasks required safely. Prior authorization from the Department head shall be obtained before any employee uses any City tools or equipment for personal use. Personal use of City tools or equipment must take place on City property.

Section 14.10. The City may, when the employee's condition could endanger himself, other employees or the operation of the City, require that employees submit to physical and mental tests and examinations by the City appointed doctors when such tests and examinations are considered to be of value to the City in maintaining a capable work force, employee health and safety, etc., provided however, that the City will pay the cost of such tests and examinations. If a disagreement arises over the decision of the City-appointed physician, the employee, at his/her own cost, may be tested or examined by his/her own physician. If the disagreement is not settled at this point, a third physician will be selected by the City and the employee.

Section 14.11. An emergency first aid kit shall be furnished and maintained at certain

designated areas.

Section 14.12. ~~All inspectors and appraisers shall be furnished with a winter jacket. Jackets shall be replaced every two years unless the condition of the jacket warrants replacement earlier. It shall be the responsibility of the employee to maintain and care for their jacket and to keep it in the best condition possible.~~

Section 14.13. The City and union recognizes and supports the principle of maintaining and updating employee's occupational skills. All members of this bargaining unit are covered under the City of Novi Tuition Reimbursement Policy which allows reimbursement up to \$3,500 per fiscal year pursuant to the criteria of the Policy. Please see the City's Tuition Reimbursement Policy for further explanation, policies and procedures.

Section 14.14. The City agrees that before changes in policy or staff realignment, a conference will be held with the union and stewards where the union is involved.

Section 14.15. The City agrees to pay the difference between a regular operator's license and chauffeur's license renewal for all DPW employees classified at range 5 or above.

Section 14.16. The City agrees to continue health care coverage for employees off work due to a non-duty related injury, illness or disability for a period not to exceed six months in duration. This benefit shall only be extended once the employee has exhausted all ~~his/her~~their short term disability. All health care premiums must be paid and current while on leave in order to continue to receive said benefits. Upon request by employee, HR will e-mail a health care invoice to employee for required health care contribution.

Section 14.17. All employees hired after January 1, 2001, will be paid through direct deposit.

Section 14.18. Employees shall not consume alcohol or drugs during the course of the workday, including lunch and/or break periods. Any employee who is suspected of doing so shall be subject to immediate alcohol/drug testing. If it is determined that an employee has consumed either alcohol or drugs during the course of the workday, the City reserves the right to take disciplinary action up to and including termination of employment.

Section 14.19. ~~Uniforms shall be provided to all employees who currently receive a clothing allowance. Uniform allowances shall no longer be provided. All prior letters of agreement are superseded by this language:~~

~~In addition, the Employer will continue to provide to all positions presently receiving the work an boot allowance of \$300 for work boots on an as needed basis, subject~~

to supervisory approval. Should an employee purchase boots or boot accessories (inserts) which exceed \$300, that amount shall be deducted from their next pay.

The City agrees that if any employee is required to wear any kind of uniform as a condition of ~~their~~ his/her employment, such uniform shall be furnished and maintained by the employer. The City agrees to ~~continue to~~ maintain mechanics uniforms ~~as presently provided~~. If an employee needs their footwear replaced due to a special work assignment (i.e. crack sealing), and not due to regular wear, the employee may get approval from their supervisor and submit a receipt to Finance for reimbursement. The City agrees to furnish appropriate rain apparel (coats) for those ~~DPW~~-employees who regularly work outside. These replacements will include all positions presently receiving the allowance.

ARTICLE 15 – WINTER OPERATIONS

All employees covered under this agreement are expected to perform any and all winter maintenance activities (snow plowing, clearing, salting, etc.), as directed. Winter maintenance activities shall include training, workshops, coordination, overtime, etc. that pertains to winter maintenance operations.

ARTICLE 15.1 - ~~VACANCIES AND PROMOTIONS~~ LEGAL REPRESENTATION

~~Section 14.5.~~ 15.1 The City shall provide at its expense, such legal assistance as shall be required by an employee as the result of acts occurring when and while said employee was in good faith performance of his/her City duties and responsibilities. If for any reason such legal assistance is denied, then the City shall notify the employee and local union. This provision will in no way apply to any action arising out of any legal or illegal strike, work stoppage, slowdown, speedup, or other interference with the normal and orderly operation of the City.

ARTICLE 17 – VACANCIES AND PROMOTIONS

Section 157.1. Promotions shall be filled based upon qualifications, ability, merit, and where equal, by giving preference to the employee with the greater seniority. The City may only hire outside applicants where no qualified bargaining unit member applies for the position. Qualifications, ability and merit shall be determined by the employer and based upon experience, performance, and the ability to maintain effective working relationships with others.

Section 157.2. Job vacancies other than staff positions will be posted on the bulletin board for a period of seven calendar days. The employee selected for the job vacancy will have a twelve (12) month probationary period to qualify for the job. An employee may acquire seniority in the new position after working twelve (12) continuous months. During the probationary period, the employee will receive the rate of pay of the job ~~they are~~ he/she is performing. If the employee is not qualified

for the job vacancy, ~~they he/she~~ shall be returned to ~~their his/her~~ former classification and pay.

Section 157.3. An employee who is promoted from the bargaining group to either a union or non-union position shall serve a ~~twelve-month~~twelve-month probation. ~~The employee will have ninety (90) days to request to be returned to their prior union position. If returned, he/she shall be returned to his/her former classification and pay. After ninety days, employee loses their right to return to prior union position.~~ Employee may apply for other open positions within the City which they may be qualified for. Probationary employees shall not be eligible to apply for positions until such time as they have successfully passed their probation.

Section 157.4. In filling temporary job vacancies the City will give due consideration to qualifications and seniority.

Section 157.5. ~~An employee assigned to work in a higher classification for two hours or more per calendar day will receive the higher rate of pay.~~ Employees assigned to perform temporary supervisory duties shall not receive a higher rate of pay unless the assignment lasts eight or more working hours in a twenty-four hour period and have been specifically assigned by the supervisor. An employee assigned to work in a lower classification shall not suffer a reduction in pay unless the reassignment is pursuant to Article 6 14 of this agreement.

Section 157.6. Employees who work either seasonal, temporary, part-time or in cases of emergency shall not be covered by this agreement and will not be used to undermine the union.

ARTICLE 168 - EQUIPMENT ACCIDENTS AND REPORTS

Section 168.1. The City of Novi agrees to meet all occupational safety regulations as required under State and Federal law.

Section 168.2. Employees shall immediately report all accidents to their supervisors and reduce same to writing by the end of the workday or by no later than the end of the next workday, provided the employee is not incapacitated by the accident. In the event of incapacity, a report will be given at the earliest possible date. Employees injured on the job will be sent to a City appointed physicians only. Under no circumstances should an employee report to a physician of his/her choice unless prior approval is received from the City. In the event of an emergency, an injured employee will receive treatment at the closest appropriate medical emergency facility.

Section 168.3. All defects in equipment shall be reported to the City promptly. The City recognizes its obligation to investigate defects.

Section 168.4. Employees covered hereby, in the performance of their jobs, shall at all

times use safety devices and protective equipment which will be furnished to them hereunder and will comply with the safety, sanitary, or fire regulations issued by the City. Failure to report defects or accidents as outlined hereunder, or failure to follow the provisions of this article will be grounds for the appropriate disciplinary action.

ARTICLE 179 - SEPARABILITY AND SAVINGS CLAUSE

In the event that any provisions of this agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

ARTICLE 189 - SAFETY COMMITTEE

A safety committee comprised of two members of the union and two representatives of the City may recommend safety regulations for the City to adopt as the need arises. A written agenda will be forwarded by the moving party at least forty-eight hours in advance of the scheduled meeting. The safety committee shall meet at the request of either party during normal working hours.

ARTICLE 1920 - COURT AND ~~BEREAVEMENT FUNERAL LEAVE~~

Section 1920.1. City employees who have been called for jury duty, or subpoenaed to Court on any City business, shall submit their jury duty fee to the Finance Department upon return to work. The employee will then be paid their normal daily rate of pay (no overtime for missed work, or extended jury duty) for the day(s) they were away on jury duty/City business. will be paid the difference between their daily wages and the daily jury duty fee and other court compensations paid.

Section 1920.2. . Bereavement Leave: In the case of a death in an employee's family, five (5) days not chargeable to employee's PTO bank will be granted to attend the funeral/memorial service. Eligible family members include – mother, father, mother-in-law, father-in-law, sister, brother, spouse, domestic partner, child, stepchild, stepsibling, stepparent, brother/sister-in-law, grandparent, grandchild, niece, nephew, aunt, uncle. An employee utilizing funeral leave shall complete the appropriate Funeral Leave Notification Form, which may be found on the Employee Intranet (E-Web) and provide to their immediate supervisor and Human Resources. The Department Director may request supporting documentation.
City employees shall be paid up to five days' pay, if needed, to attend the funeral of father, mother, mother-in-law, father-in-law, sister, brother, wife or husband or child, stepbrother, stepsister, stepmother, stepfather, stepchild.

Section 19.3. City employees shall be paid up to three days' pay, if needed, to attend the funeral of their grandmother, grandfather, grandson, granddaughter.

Section 19.4. City employees shall be paid two days' pay, if needed, to attend the

~~funeral of their brother in law, sister in law, niece or nephew, aunt or uncle.~~

ARTICLE 201 - WORKERS' COMPENSATION

Section 201.1. The City of Novi shall provide Workers' Compensation protection for all employees covered by this agreement. Protection shall not be less than provided by State Law.

Section 201.2. A "Duty Disability Leave" shall mean a leave required as a result of the employee incurring a compensable illness or injury covered by the Michigan Worker's Compensation Act while in the employ of the City.

In order to be eligible for duty disability leave, an employee shall immediately report any illness or injury, however minor, to his/her immediate supervisor, and shall note same in writing.

In the event an employee's illness or disability exceeds seven calendar days, ~~he/she~~they shall cause any applicable insurance disability form to be completed and filed with the City; no further check will be sent to the employee until such forms have been submitted to the City.

Eligibility for disability benefits shall depend upon a clear showing by competent medical evidence that such disability leave is necessary.

When absence results from a "Duty Disability", the benefits provided in this article will terminate at the start of Worker's Compensation payments, thereafter, a seniority employee who is disabled and unable to work because of a duty disability, shall be entitled to receive ninety-five percent of the employee's regular take home pay, including sums received by way of weekly benefits under the workers' compensation law, any other disability benefit provided by law, and disability insurance provided for by this agreement, and any social security benefits. The City will pay the difference, if any, between all such payments and ninety-five percent of the employee's regular straight time pay for the period of the employee's disability, but not to exceed twelve months from the date of injury or illness.

When an employee who sustains an injury or illness while on or off duty, may be returned to work on limited duty at the discretion of the City. ~~Their His/her~~ activities on limited duty are to be prescribed by ~~their his/her~~ own physician. Additional limited duty time may be authorized with ~~their his/her~~ activities during the extended limited duty also to be prescribed by the employee's own physician and the employer's physician. If an employee is receiving Worker's Compensation benefits, and a restricted assignment is available as determined by the Department, and the employee is medically able to perform the functions of the restricted assignment, the employee shall return to work at their regular base salary in the restricted assignment to avoid any disruption in any eligible

Workers Compensation payments. This language complies with current State of Michigan Workers Compensation rules and regulations.

ARTICLE 212 - INSURANCE

Section 212.1. Hospitalization: The City will continue to have the right to select the plan carrier, and/or to become self-insured, provided that the coverage shall be, on the whole, substantially equal or better than the level of coverage currently offered in effect in the July 1, 2021 through June 30, 2025 Collective Bargaining Agreement between the City and the Union (current Summary of Benefits attached). It is further agreed that the only liability assumed under this Article is to pay the premiums as provided herein. The City will provide at least sixty days' notice, if possible, of impending changes and, at the request of the Union, shall meet and discuss said possible changes. Any claim settlement between the employee and the insurance carrier shall not be subject to the grievance procedure.

- A. The parties agree that PA 152 of 2011 shall govern employee health care contributions. Should PA 152 be repealed or become unenforceable for any reason, the twenty (20%) percent employee contribution shall remain in full force and effect until such a time as a successor agreement may be reached. The City and Union shall begin bargaining over this issue promptly after the outcome is received.
- B. Effective January 1, 2022, active employees who are enrolled in the Health Alliance Plan (HAP) shall pay fifteen (15%) of the monthly premium (currently 20%), paid through payroll deductions, on the first and second pay of the month.
- C. Married City employees who are married to another City employee shall not be entitled to receive the opt-out payment. Effective January 1, 2027, the opt-out payment will be \$200 per month.

Section 212.2. Optical: The City shall provide group optical insurance coverage for each employee and his/her dependents, comparable to the extra benefits program presently provided by the City.

Section 212.3. Life Insurance: The City shall provide life insurance in the face amount of \$50,000 for all seniority employees.

Section 212.4. Dental: The City shall continue to provide the current dental plan or a substantially comparable dental plan with an annual cap of \$1000 per enrollee. Effective January 1, 2022, the annual cap shall be increased to \$1,500 per enrollee. The City will provide orthodontic coverage for eligible dependents up to age 19 with a \$1,500 lifetime cap.

Section 212.5. Short Term Disability Insurance: Employees shall receive a Short Term Disability Policy provided by the City which shall consist of a seven-calendar day (five work days) waiting period for which employees may utilize their PTO time. The STD policy shall pay at the rate of 75% for the first sixty workdays and 66% for the remaining duration of the injury or illness to a maximum weekly benefit of \$1,200, up to a maximum of twenty-six weeks. If the employee chooses not to utilize the City STD Policy for an extended illness/injury leave, they may utilize their PTO time. All health care premiums must be paid and current while on leave in order to continue to receive said benefits. Upon request by employee HR will e-mail a health care invoice to employee for required health care contribution.

Section 212.6. Long Term Disability Insurance: The City shall provide disability insurance ~~effective July 1, 1986~~ which will pay sixty percent of an employee's salary at time of disability for a period not to exceed five years. Once the five (5) year period has been exhausted, the employee may be placed back into their previously held position, or another available position for which they are qualified for, or service shall be terminated by the employer. Qualifications for such position will be at the sole discretion of the employer. Such coverage shall become effective after a period of six months of continuous disability. The City shall continue health insurance coverage for the first six months of Long Term Disability. All health care premiums must be paid and current while on leave in order to continue to receive said benefits. Upon request by employee, HR will e-mail a health care invoice to employee for required health care contribution.

Section 212.7. The employer shall have no obligation to duplicate any benefit an employee receives under any other policy with any other employer notwithstanding the circumstances of eligibility, amount or duration of benefit, and it shall be the obligation of the employee to inform the employer of any and all insurance coverage enjoyed by said employee other than coverage provided by the employer herein a party.

Section 212.8. Should the City be obligated by law to contribute to a governmental sponsored insurance program, state, national or otherwise, which duplicates the benefits provided by the city under insurance policies currently in effect as a result of this agreement, it is the intent of the parties that the City not be obligated to provide double coverage; to escape such double coverage, the City shall be permitted to cancel benefits or policies which duplicate compulsory governmental sponsored insurance programs, provided, however, the City agrees to maintain the benefit level established by this agreement supplementing compulsory policies if necessary.

Section 212.9. The City will continue to have the right to select the carrier, to change carriers, and to become self-insured, provided that the coverage provided is equal to or substantially comparable to the coverage currently in place. It is further agreed that the only liability assumed under this article is to pay the premiums, as outlined above. Any claim settlement between the employee and the insurance carrier shall

not be the responsibility of the City.

Section 212.10. It is hereby agreed that the City and the Union shall continue to jointly study alternative fringe benefits. Any change resulting from such joint study shall require the approval of both parties. It is understood that the City shall retain its rights under Article 21, Section 8 above.

ARTICLE 223 - RETIREMENT

The City shall continue to make monthly contributions on behalf of each employee to the Municipal Employees Retirement System (MERS) to provide at a minimum all of the present benefits to which employees are now entitled under the present arrangement between the City and MERS.

Section 223.1. Effective March 1, 2007, the retirement plan shall be revised from Plan B-2 (2.0% multiplier) to Plan B-3 (2.25% multiplier). Eligible employees shall be responsible for all costs associated with the B-3 benefit. Employee contributions shall be from MERS eligible gross earnings and deducted through payroll deductions. An actuary report shall be ordered to provide the employees with a current cost for this benefit. Effective June 30, 2011, for purposes of computing reportable earnings for final average compensation (FAC), combined overtime hours will be capped at 350 hours per fiscal year (based on pay records from July 1 to June 30 of each fiscal year).

- A. Upon retirement, or disability retirement, as defined by MERS and Sub-section D below, the City shall provide an eligible employee and his/her spouse the health care insurance benefits that are in effect at the time of retirement. Effective the date of ratification by both the Union and the City of the 2011-2013 Agreement, retirees who reach the age of sixty-five shall receive health care through Medicare, requiring the retiree (and spouse) to be enrolled in, and pay for 100% of the premium for, Medicare Parts A and B. Secondary coverage will be provided through a supplemental plan. As set forth in Sub-Sections C and F below, the City shall pay eighty percent and the retiree and spouse if applicable shall pay twenty percent of the premium for the supplemental plan.
- B. The sole obligation of the City shall be to provide the benefits upon retirement as defined by contract. Any funds established by the City shall be vested in the City, and no officer covered by this Agreement shall be considered to have any proprietary interest in these funds. In the event that alternative funding sources become available, either by legislative action or at the option of the City, any funds established for the purpose of providing medical coverage upon retirement shall belong entirely to the City. Furthermore, the City reserves the right to change providers within the limitations as described by Article 21, Section 9.
- C. The City agrees to pay eighty percent of the retiree's medical insurance coverage, and the retiree agrees to pay the remaining twenty percent. Failure

to remit the employee's share of the premium cost in a timely fashion shall be grounds for suspending the above coverage.

- D. To qualify for this medical insurance coverage an employee must possess a minimum of twenty years of seniority upon retirement. Employees granted a disability retirement shall be excluded from this provision.
- E. Retiree health care premiums shall be paid by way of the City's direct payment plan. Employees shall sign up for this payment plan prior to their last day of work prior to their retirement status.
- F. The spouse of a retiree shall have survival rights to the medical coverage, as described above, subject to the following conditions:
 - a. The City agrees to pay eighty percent of the spouse's medical coverage, and the spouse agrees to pay the remaining twenty percent.
 - b. In the event that the spouse shall have comparable or better insurance available, the City shall have no obligation to continue coverage. In the event the spouse loses the comparable coverage, the spouse will then become eligible for coverage from the employer.
 - c. Effective July 1, 2021, Any employee who is eligible to receive retiree health care, shall be eligible to receive the dental benefits that are in effect at the time of retirement. All costs for coverage shall be solely the responsibility of the retiree and paid for through auto payment.

Section 22.3.2. Effective on December 1, 2006, all employees hired on or after this date shall be enrolled in a MERS Defined Contribution Program. The City shall contribute eight (8%) percent of the employee's MERS eligible gross wages and the employee shall make a mandatory contribution of three (3%) percent of MERS eligible gross wages. The MERS Defined Benefit Retirement Program will no longer be available to employees hired on or after the above date.

~~Section 22.3. – Effective July 1, 2022, the City shall contribute an additional one (1%) percent of eligible gross wages into employee's Defined Contribution Program for a total City contribution of nine (9%) percent. Employee shall make a mandatory contribution of an additional one (1%) percent for a total employee contribution of four (4%) percent.~~

Section 22.43. Effective July 1, 2024, City shall contribute an additional one (1%) percent of eligible gross wages into employee's Defined Contribution Program for a total City contribution of ten (10%). Employee shall make a mandatory contribution of an additional one (1%) percent for a total employee contribution of five (5%) percent.

Section 233.54. All employees hired on or after December 1, 2006, shall be enrolled in a Retiree Health Savings Account. The City will contribute fifty dollars per pay to the employee's RHS account. Employees hired on or after December 1, 2006, will not be eligible for Retiree Health Care Insurance or any health-related benefit through the City. A vesting schedule will apply. Effective upon City Council approval (8/14/17), eligible employees shall contribute twenty-five dollars per pay into their Retiree Health Savings Account. The vesting schedule shall be: three years – twenty-five percent; five years – fifty percent; seven years – one hundred percent.

Section 223.6. Effective July 1, 2021, the City shall contribute three (3%) percent of eligible employee's base wages into employee's Retiree Health Savings (RHS) Account. Employee shall contribute 1.5% of their base wages into their RHS Account.

ARTICLE 234 - HOLIDAYS

Section 234.1. All employees will be eligible to receive holiday pay under the following regulations: Employees will be paid their current rate based on an eight hour day ~~(seven and one half hour day for Clerical employees)~~ for a paid holiday. To be eligible to collect holiday pay, employees must work the regular workday immediately preceding and following the holiday. In order to take ~~an emergency PTO-sick~~ day on either the regular workday immediately preceding or following the holiday, employees must supply the City with medical documentation. Employees on a pre-approved medical leave extending through a holiday shall not be required to furnish additional documentation in order to receive pay for the holiday provided the employee is on the payroll. If a holiday falls on a Saturday, it will be observed on Friday and if it falls on Sunday, it will be observed on Monday.

Section 234.2. The ~~fourteen (14)~~~~thirteen~~ holidays shall be as follows:

New Year's Day	Martin Luther King Jr. Day
President's Day	Good Friday
Memorial Day	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day	Friday after Thanksgiving Day
Christmas Eve	Christmas Day
New Year's Eve	<u>Juneteenth</u>

Section 234.3. Employees required to work on a legally established holiday as recognized in this Agreement will be paid double time for actual hours worked.

ARTICLE 254- LONGEVITY PAY

All permanent employees who have been in the service of the City for sixty full months or longer on December 1 of each year, are eligible to be included in the City's longevity plan. Payment for this plan will be made in the first pay period of December of each year and will be computed in accordance with the following schedule:

After five years of continuous service - two percent of base salary, excluding overtime pay.

After ten years of continuous service - four percent of base salary, excluding overtime pay.

After fifteen years of continuous service - six percent of base salary, excluding overtime pay.

After twenty years of continuous service - eight percent of base salary, excluding overtime pay.

Employees hired after March 18, 1996 are not eligible for longevity.

ARTICLE 256 - OVERTIME AND HOURS OF WORK

Section 256.1. The regular workweek is established as ~~seven and one half hours a day between the hours of 8 am and 5 pm, five days a week for all clerical employees and eight hours a day, five days a week. Employees default hours will be 7:00-3:30 with a one-hour (1) lunch break, 30 minutes unpaid and 30 minutes paid in lieu of two 15-minute paid breaks during the work day. for all other employees.~~ All field employees currently working 7:30 am to 4 pm will not be affected by the above language. Clerical employees working at the DPW site will continue to work 7:30 am to 4 pm except will now be entitled to a one hour break for lunch. The City reserves the right to establish its employees work schedule to meet the requirements of the City.

Section 25.2. ~~All clerical employees working the seven and one half hour work day shall be given a work schedule setting forth a start time and quit time for each clerical employee prepared by the department head with a minimum five day notice to the employee. Employees' schedules shall not vary from day to day but must be consistent for a period of not less than one Monday through Friday work week.~~

Section 256.32. Overtime pay will be one and one-half times the hourly rate for all hours worked in excess of ~~seven and one half hours for clerical employees and eight hours for all other employees if in~~ any one day or over forty hours in any week.

Section 256.43. Overtime pay shall be two times the hourly rate for all time worked on Sunday.

Section 256.54. An employee reporting for call-in assignments shall be guaranteed three (3) hours pay at the rate of one and one-half times ~~his~~their hourly rate. A call-in assignment shall be defined as follows: When an employee is unexpectedly called to temporary duty at a time when ~~he/she/they~~ would not normally be scheduled to work. Hours worked contiguous to employee's normal shift shall not be considered call-in assignments, however the employee shall be entitled to work their full shift.

Section 256.65. Overtime worked will be permitted only when authorized by a department head.

Section 256.76. There shall be no pyramiding of overtime pay under any provision of this agreement. Department overtime shall be offered ~~as follows: to qualified individuals based on seniority, except for DPW and Park Maintenance as indicated below.~~ When an employee is already working on an assignment and overtime becomes available in order to continue working on that assignment, that employee shall be given the opportunity to work that overtime and that opportunity shall not be subject to the call-in list. Continuous overtime for less than 3 hours shall not be considered an event for purposes of minimum division overtime requirements only hours worked/refused will be charged.

Section 256.87. DPW and Parks Maintenance overtime shall be offered on a rotating basis ~~within divisions within division.~~ Employees who are offered the opportunity to work overtime and refuse it shall be charged the amount of overtime worked by the employee who does the required work for the purpose of equitable distribution of overtime (to a maximum of 14 hours within a 24-hour period). For purposes of equalization of overtime, all hours paid will be converted to straight time hours. The next overtime opportunity shall be offered to the qualified employees with the least number of hours. The overtime record of hours will be continuous for the duration of each fiscal year within the contract.

The above section, ~~256.8~~, shall supersede the MOU dated February 3, 2016, regarding overtime eligibility.

Overtime hours will be computed from July 1 through June 30 of the following year. The employer will provide the number of hours charged against each employee's account and the number of overtime hours each employee worked.

DPW and Parks Maintenance employees will be required to maintain a minimum of ~~sixty forty~~ percent (~~460~~%) ~~division of all~~ overtime participation unless the employee is officially excused from working overtime. DPW Mechanics shall be exempt from the ~~sixty forty~~ percent (~~460~~%) requirement. Measured percentages will be calculated based on an average of an employee's percent response to division offered events and an employee's percent worked of total division hours offered. Administration will be responsible to track and document percentages. Employees covered under this Contract are expected to perform winter maintenance operations as needed.

Employees may be excused from overtime based on the merit of an individual's request. Request will be reviewed by a committee including the division manager, human resources and a MAPE representative. Management reserves the right to

limit or deny the request if it is determined to be a detriment to department procedures.

In the event that not enough employees in the division are available to work the overtime, the overtime may be offered to employees qualified to perform the work utilizing the out-of-division overtime list. In the event that not enough employees in the department are available to work overtime, employees shall be ordered in by reverse seniority. ~~the overtime may be offered on a seniority basis City wide to employees qualified to perform the work.~~

An employee will be charged for overtime unless they are on an approved leave (PTO, WC, FMLA, STD, LTD) of no less than four (4) hours prior to the overtime event. Employees are exempt from overtime effective end of shift, and/or beginning of approved leave. ~~vacation, sick or personal.~~ If an employee wants overtime during a leave, their Supervisor must have that request in writing. An employee on an approved leave on a Friday will be considered to be unavailable until the start of their normal shift the following Monday unless they otherwise notify their immediate Supervisor in writing.

If an employee is allowed to go home or sent home by the Supervisor due to working extended continuous hours, they will not be charged for overtime until they have been off for a reasonable time (minimum of 10 hours).

All overtime and percentage accept/deny lists will be posted no later than Tuesday at 12 pm following each payroll period. If a holiday falls on Monday, the deadline shall be Wednesday at 12 pm.

~~**Section 25.9.** Rotation of overtime assignments will not apply to clerical employees assigned to Boards, Commissions or Hearings.~~

~~**Section 256.109.**~~ Double time shall be paid for all hours worked in snow removal and water main breaks outside the normal work hours. All normal work hours shall be paid at the regular straight time rate of pay. The payment of double time after fourteen continuous hours during any twenty-four hour period shall only apply to those clerical hours worked during an election.

~~**Section 256.110.** The City will pay a seventy-five cent shift premium on scheduled afternoon shifts, defined as shifts starting at 3 pm and ending at 11 pm.~~

~~**Section 256.121.**~~ "On call" coverage shall be established for DPW & Park Maintenance field workers only for after-hours service and shall be on a voluntary basis. Solicitation will be made using the existing overtime equalization lists, as posted. The employee holds the responsibility for volunteering for on call duty, which will be awarded based

on list equalization. Any hours worked by on-call personnel shall not be utilized in calculation of the divisional percentage minimum.

On call assignments will be for a period of one calendar week at a time, typically beginning on a Monday and ending the following Sunday. If a holiday falls on a Monday, then the on call employee will be responsible for working until the start of the next business day. Employees must report onsite within one-hour (1) of the call or at the discretion of the manager.

Employees who are on call will be paid at a rate of one hour of straight time for every calendar day on call. When an on call employee is called to service, he/she/they will be paid in accordance with established overtime and holiday pay policy and practices.

An employee may make arrangements with another qualified employee to assume their his/her on call duty, provided the on call employee notifies the Employer with the name of that individual prior to the end of the Employer's regular business day; or in case of an emergency, he/she/they they notifies the designated supervisor. In addition, the on-call employee's designee shall also notify the Employer that they he/she/they has/have accepted the on-call/on-call employee's assignment.

Employees who fail to report for duty or secure a replacement when on call will forfeit on call pay for that day, are still responsible for the duration of the week, and may receive disciplinary action. On call employees who have worked during normal sleeping hours will not be penalized as a failure to report until a reasonable amount of time has elapsed in order to get sufficient rest, as mutually agreed upon in advance by the designated supervisor and the on-call/on-call employee.

During winter months or times of impending emergency, the Employer reserves the right to increase the number of on call staff needed to fulfill work requirements.

The Employer reserves the right to suspend any on-call/on-call assignment at any time it feels that duty is not required, and to modify this agreement with the Union's consent of change.

Section 256.132. Emergency Overtime – Employees must work overtime which results from an emergency situation. (The existence of an "emergency situation" shall be based on the common definition of the word "emergency" and shall not depend on the declaration of a City-wide emergency.) Failure to work the overtime shall subject the employee to discipline under Article 7 of the Agreement. However, employees shall be excused from this requirement in cases of illness, fatigue or any other cause as to make it unsafe for them him or her to begin or continue to operate a motor vehicle or City equipment. The City may require the employee to reasonably substantiate or explain the grounds for their his/her excuse.

Section 256.143. A four day per week, ten hour per day schedule (hereinafter referred

to as a 4-10 schedule) will be established on a voluntary seniority basis ~~for DPW field workers~~ during times of the year when it is deemed necessary by the Employer. Those individuals who volunteer to work a 4-10 schedule will work either a Monday-Thursday or a Tuesday-Friday schedule for a two-week pay period based on seniority. While on a 4-10 schedule, ~~EPTO or PTO sick days, personal days, and vacation~~ days will be charged at ten hours per day. A 4-10 schedule will not be implemented during a week when a City holiday occurs.

Section 256.154. ~~All field e~~Employees shall receive a City-issued cell phone and shall be accessible by phone during work hours. Voicemail shall be set up and activated.

Section 25.16. ~~The established work schedule for the position of Facilities maintenance shall be Tuesday-Saturday, in order to meet the demands of the City/Department.~~

Section 256.175 ~~Scheduled~~ overtime shall be ~~notified solicited~~ a minimum of 72 hours and will be solicited one business day in advance of event.

Section 26.16. Fatigue Time. An employee working fourteen (14) or more hours within a continuous twenty-four (24) hour period, starting with their normal shift time may be released, with supervisor's approval, for a period of eight (8) hours before they are required to report to work for their next normal workday. If all and/or any part of the eight (8) hour period coincides with the employee's next normal workday, they shall suffer no loss of their straight time pay which would normally be earned during such period.

ARTICLE 267 - WAGES

Members of this bargaining unit shall receive the following wage increases: See Attached Wage Schedule

Upon City Council approval 7-1-21 - 2.753.0%
~~7-1-227 - 2.252.25%~~
~~7-1-238 - 2.50 2.7525%~~
~~7-1-24 - 2.50%~~

Effective July 1, 2026, DPW and Parks Maintenance employees, as identified in Section 276.127, who meet and exceed ~~the seventy-one (71%) percent 40%~~ minimum overtime ~~requirement~~ will receive the following annual overtime worked bonus: ~~41-50 71-80% - \$3500; 51-60 81-90% - \$4700; 61-70% - \$500; 71-80% - \$600; 81-90 91-100% - \$700; 91-100% - \$1,0200.~~ Payments shall be made on the first payroll in July. DPW Mechanics shall be exempt from this bonus payment.

Effective the first pay in January 2027, and annually thereafter, an S-license

premium shall be paid to eligible employees, for the maintenance and continuing education of said license. The premiums shall be paid for the highest S-license held by the employee. ~~Going forward the premium payment identified below shall be paid to employees at such time as they receive their re-certification.~~

S-4 - \$400
S-3 - \$500
S-2 - \$600
S-1 - \$750

ARTICLE 278 - SAVINGS CLAUSE

It is the intent of the City of Novi to use all reasonable measures short of civil litigation to seek State and Federal approval of the wage and fringe benefit proposal as accepted by the City of Novi if challenged.

ARTICLE 289 - WAIVER CLAUSE

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 subject or matter not removed by law from the area 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 City and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

ARTICLE 2930 - MAINTENANCE OF CONDITIONS

Wages, hours and conditions of employment in effect at the execution of this agreement shall, except as changed herein, be maintained during the term of this agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this agreement.

ARTICLE 301 - TERMINATION OF AGREEMENT

Section 32.1. This agreement shall be in full force and effect from July 1, 2021~~6~~ to and including June 30, 2022~~25~~. Should either party desire to renegotiate this agreement notice must be served one hundred eighty days prior to the termination date. Failure to serve notice of intent to renegotiate will extend this agreement in full force and effect for an additional twelve month period following the date of termination.

Section 32.2. It is further agreed that all contract proposals shall be served upon the other party within one hundred sixty-five days before termination of this agreement. All counter proposals shall be served on the other party within one hundred thirty-five days of the termination of this agreement. Both parties will make a good faith effort to renegotiate a new agreement within seventy-five days before expiration of this agreement. Any of the time schedules in this section may be extended by mutual written consent of the parties.

Section 32.3. An emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, shall be allowed to reject, modify, or terminate the collective bargaining agreement, as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, as long as this Act is in effect. Should this Act be repealed or reversed, then this section shall be deemed unenforceable.

Offer subject to final City Council Approval

July 1, 202~~16~~¹⁵ - June 30, 202~~59~~⁶⁰ Collective Bargaining Agreement

IN WITNESS WHEREOF, the parties hereto have set their hands and seals

this ____ day of _____, 202~~6~~⁴

CITY OF NOVI

~~Robert J. Gatt~~Justin Fischer, Mayor _____ Cortney Hanson, City Clerk

MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES - DPW

Chad Trussler, Business Agent

~~Stacey Hunter, Chief Steward~~

Mike Tate, Chief Steward

~~Maureen Underhill, Steward~~

~~Sarah Marchioni~~Marc Tolsdorf, Steward