

AGREEMENT BETWEEN

THE CITY OF NOVI

and

**COMMAND OFFICERS ASSOCIATION
OF MICHIGAN**



JULY 1, 2010 THROUGH JUNE 30, 2013

**CITY OF NOVI
COMMAND OFFICERS ASSOCIATION OF MICHIGAN AGREEMENT**

The Agreement is made and entered into this_____ day of_____, 2010 by and between the City of Novi in Oakland County, Michigan hereinafter referred to as "The City", and the Command Officers Association of Michigan, hereinafter referred to as "The Association", or "Union". It is the desire of both parties in this Agreement to continue to work harmoniously and to promote and maintain high standards between the City and its command officers, hereinafter referred to as "Officers", which will better serve the citizens of the City of Novi.

RECOGNITION

The City recognizes the Association as the exclusive representative of Sergeants and Lieutenants employed by the City of Novi Police Department, excluding the Police Chief and all other supervisory employees above the rank of Lieutenant for the purposes of collective bargaining with respect to rates of pay wages, hours of employment and other terms and conditions of employment, in the bargaining unit for which it has been certified, and in which the Association is recognized as sole and exclusive collective bargaining representative, subject to and in accordance with the provisions of Act 336 of the Public Acts of 1947, as amended.

1. ASSOCIATION DAYS

The City hereby grants to the Association five (5) paid days during each year of this Agreement to be used by appropriate Association officers and representatives for the purpose of conducting Association business, including the attendance at conferences, workshops or seminars related to the bargaining or representation function of the Association.

2. ASSOCIATION SECURITY AND CHECK-OFF

The City agrees to deduct dues of the Association upon signed authorization of any member of the bargaining unit. The aggregate deductions of all officers shall be remitted together with an itemized statement, to the Treasurer of the Association by the 15th of the succeeding month after such deductions are made. Deduction authorization may be revoked upon sixty days notice.

3. BASIS OF REPRESENTATION

- A.** There shall be one Association representative and an alternate to act in his absence.

- B. There shall be a grievance committee consisting of not more than two members of the Association.
- C. The names of officers selected as Association representatives and alternates, and the name of the President of the Association, shall be certified in writing to the City by the Association.
- D. The Association representatives may investigate and process grievances during working hours without loss of pay, if the case so warrants, and this privilege shall not be abused. Association representatives will be permitted to leave their work, after obtaining approval of their respective supervisors and recording their time. Permission for Association representatives to leave their work stations will not be unreasonably withheld. Association representatives will report their time to their respective supervisors upon returning from a grievance discussion.

4. BULLETIN BOARD

The City shall assign appropriate space on bulletin boards which may be used by the Association for posting notices, bearing the written approval of the President of the Association, which shall be restricted to:

- A. Notices of Association recreational and social affairs.
- B. Notices of Association elections.
- C. Notices of Association appointments and results of Association elections.
- D. Notices of Association meetings.
- E. Other notices of bona fide Association affairs which are not political in nature.

5. COPIES OF ORDERS AND REGULATIONS APPLICABLE TO OFFICERS

A copy of any order, general order, rule, regulations, training bulletin or document of a similar nature which applies to more than one officer shall be posted in an appropriate place and a copy made available to the Association.

6. DEFINITIONS

The use of the term "officer" of "command officer" or "employee" in this Agreement shall include all members of the bargaining unit as defined in Article I.

7. DISCIPLINARY LAYOFF AND DISCHARGES

- A.** The City may discharge or discipline any officer only for just cause. Any officer who has been disciplined by suspension or discharge may request the presence of an Association representative before he is required to leave the station, to discuss the matter with the officer and the City representative, as long as the circumstances permit prompt and orderly conversation on the matter. The Association representative will be called promptly, if available. In the case of a discharge, the officer and the Association will be given a written statement of the specific charges causing the discipline. In the case of a suspension, the officer and the Association will be given a written statement of the general nature of the charges causing the discipline.
- B.** It is important that complaints regarding discipline be handled promptly, and if a hearing is desired, the Association or the officer shall file an appeal with the Chief of Police or his designee, within two (2) working business day after such discharge or discipline is first imposed. The hearing will be held within two (2) working business days after the filing of the complaint. Association representation at the hearing will be the same as indicated in Step Two of the Grievance procedure. In addition, the disciplined officer has a right to be present.
- C.** If the Chief or his designee finds in his judgment that the discipline is too severe, he may reduce the discipline to a more appropriate penalty. The Chief will render a decision within five (5) working business days of the date of hearing. If his decision is not satisfactory to the Association, the grievance may be appealed under Step Three of the Grievance Procedure. If such appeal is not filed within five (5) working business days of the date of the Chief's decision, or the date on which it was due, the matter will be considered automatically settled on the basis of the last decision and not subject to further appeal.
- D.** The aggrieved officer shall have a right to be present and participate in the hearing before the City Manager or his/her designee. The City Manager or his/her designee shall, within five (5) working business days of the receipt of said complaint, hold a meeting thereon and within three (3) working business days of said meeting, render his written disposition of the complaint, copies of which shall be delivered to the Chief, the Association, and the disciplined officer. In the event there is no decision, the opinion rendered by the Chief shall continue in effect.

E. If the Association is not satisfied with the disposition of the complaint under paragraph "D", it may, within ten (10) working business days of the written disposition of the City Manager or his/her designee, appeal said grievance to binding arbitration in accordance with the procedures set forth in Step Four of the Grievance Procedure. In the event of such appeal, the decision of the arbitrator shall be final and binding upon the parties, including the disciplined officer.

F. All officers shall have the right to be represented by the Union at all disciplinary conferences or hearings under this procedure and to be represented by an attorney if he/she chooses.

G. Employee Rights

1) At no time shall any member of the Command Officers Association of Michigan be required to answer to any allegation(s) of misconduct unless said allegation(s) has been reduced to writing and the member shall be provided with a copy of the allegation(s) and an opportunity to read same before answering any questions or making any statements regarding the allegation(s). Further, at his/her request, the member shall have the right to representation from the Union or an attorney of his choice, present during the time any answers are given or statements made.

(a) If at any time, a member is answering to an allegation(s) which may result in criminal charges being filed against him/her, the Association member shall be advised of his/her rights (MIRANDA WARNING) prior to any questioning.

(b) At no time shall any member of the Command Officers Association of Michigan be required to take a polygraph test to prove or disprove any allegation(s) made against him, unless he/she so desires.

2) The private and personal life of any employee is not within the appropriate concern or attention of the City, as long as it is consistent with the high standards which the profession and the Association has set. No restriction, other than the approval of the Chief of Police, is placed upon the freedom of employees to use their own time for gainful employment, or other activities insofar as it does not interfere with the satisfactory performance of their police duties.

- 3) Within a two year period following the insertion of a letter of reprimand in the personnel file of the officer, he/she may ask that a review be made by the Personnel Director or designee, and unless there is substantial reason otherwise, the letter will be removed and the record of it expunged.

8. DISCRIMINATION

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

9. DURATION

This Agreement shall be effective as of the 1st day of July, 2006, and shall remain in full force and effect until the 30th day of June, 2011, except as otherwise provided in this Article of this Agreement. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than forty-five (45) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

10. GRIEVANCE PROCEDURE

- A. Any grievance or dispute which may arise between the parties concerning the meaning, application or interpretation of this Agreement, and disputes as to wages, hours and working conditions, shall be settled in the following manner:

Step 1.

The parties recognize informal resolution of grievances at the lowest possible level of supervision as desirable and herein encouraged. In the event that an officer or the Association believes there is a basis for a grievance, the officer or Association representatives shall first discuss the alleged grievance with his immediate supervisor. If after an informal discussion with the immediate supervisor the grievance has not been settled, the officer or the Association may reduce the grievance to writing and the written grievance shall be presented by the Association represen-

tative to the Chief of Police within seven (7) calendar days of the alleged occurrence. It shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify the alleged violation, shall state the contention of the employee and of the Association, shall indicate the relief requested.

Step 2.

Within seven (7) calendar days of receipt of the grievance, the Chief shall respond to the grievance in writing or resolve the grievance to the satisfaction of the Association.

Step 3.

If the Association is not satisfied with the disposition of the grievance or if no disposition has been made by the Chief of Police within seven (7) calendar days, the grievance may be appealed in writing to the Personnel Director. The Personnel Director shall within seven (7) calendar days of the receipt of said grievance, respond to the grievance and render his written disposition of said grievance.

Step 4.

If the Union is not satisfied with the disposition of the grievance at the Step 3 level, the Union may, within fifteen (15) calendar days of the date of the receipt of the written disposition, whichever is the earliest, invoke arbitration by sending to the other party written notice of the intention to arbitrate the grievance.

The arbitration proceedings shall be conducted by an arbitrator to be selected by the City and the Association. If the parties cannot agree as to the Arbitrator, he/she shall be selected in accordance with the recommended rules of the Federal Mediation and Conciliation Service. The decision of the arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement or any supplement or amendment thereto or to go beyond the scope of the grievance as filed in writing.

Expenses for the arbitrator's services shall be borne equally by the parties. All other expenses shall be borne by the parties incurring them.

- B.** Any grievance not appealed from a decision in one of the steps of the grievance procedure to the next step as hereinbefore 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.
- C.** Notification within a reasonable time shall be given to the Association of any disciplinary action taken against any officer which may result in official

entries being made in his personnel work file. All information forming the basis for disciplinary action shall be made available to the officer and the Association. All officers shall be entitled to review the contents of their Police Department personnel files at all reasonable times, except for those communications which are of a confidential nature. An officer shall be permitted to have inserted in his file his written response to any unfavorable communication from a citizen. For purposes of privacy, members shall be allowed to use department address as personal address on all reports and complaints and testimony.

- D. The City agrees that it will continue to regard all personnel files as confidential records to be kept under direct control of the Personnel Director, and no unauthorized person shall be allowed to see an officer's file without his prior written consent.
- E. The City agrees to furnish to the Association in response to reasonable requests, information which may be necessary for the Association to process any grievance.
- F. The Association shall have the right, through its Executive Board, to file a grievance if the Association believes that an alleged violation affects the members of the entire bargaining unit. In such a case, the Association shall be deemed to be the grievant.
- G. The Department shall make recordings of all disciplinary hearings available to the Union upon request.

11. HOLIDAYS

Uniform sergeants covered under this Agreement shall receive thirteen (13) paid holidays: New Year's Day, Lincoln's Birthday (Actual), Washington's Birthday (Actual), Easter Sunday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, Christmas Eve Day, New Year's Eve Day, and Martin Luther King, Jr. Day (Observed). In the event an officer is not scheduled to work the holiday, he/she will receive his/her base rate of pay. Every effort will be made to allow the officer to be off duty for the holiday. In addition to his/her holiday pay, if the officer is scheduled to work on such holiday, he/she will be paid his/her base rate plus straight-time overtime for actual hours worked on the holiday, payable that pay period.

Payment for thirteen (13) of the foregoing holidays shall be made to each officer in a separate check on the last regular pay day in the month of November, each year.

Officers must meet the following conditions to receive the November Holiday Pay:

- A. During the payroll period in which an approved holiday occurs uniform sergeants must have worked a minimum of eighty four (8) hours (excluding briefing time). Non-uniform sergeants and lieutenants shall work a minimum of eighty (80) hours.
- B. Approved leave time including vacation days, personal business days, approved sick days, or other approved leave can be included in the eighty-four (84), or eighty (80) hours as outlined above, definition of working hours. However, a vacation day will be the only leave day which can be substituted as a Holiday.
- C. If the combined work and approved leave time does not compute to eighty four (84) hours and ten (10) minutes, or eighty (80) hours as outlined above, during any payroll containing a holiday the pay for the specific holiday will be deducted from the November holiday check.
- D. If an Non-Uniform officer is not scheduled to work on a Holiday he/she will be given the option of working eight (8) additional hours during the payroll period in order to reach a total of eighty (80) hours receive the November Holiday Pay. Only officers assigned to work a Holiday by the City will have the right to work the Holiday. The additional "makeup" hours will be worked by adding one regular eight (8) hour day. For those officers working a forty-hour (40) work week, "makeup" hours may be worked during the same pay period as the holiday.

When an officer terminates his/her employment for any reason he/she shall be entitled to be paid at the time of termination for all holidays which he/she has worked and for which he/she has not yet been paid.

12. HOURS OF EMPLOYMENT

- A. Uniform Sergeants shall work the following 12-hour shifts:

Day shift 0700 a.m. – 0700 p.m.

Night shift 0700 p.m. – 0700 a.m.

- B. Uniform Sergeants will report to work 10 minutes prior to the start of their shift for briefing/training purposes.
- C. Uniform Sergeants will choose their shifts and days off based on seniority for six (6) months.
- D. All computations for leave time will be earned based on an 8 hour day and 2,080 hours a year.
- E. All non-uniform sergeants and lieutenants shall work an eight (8) hour day which includes a half hour paid lunch.
- F. For comp time refer to the letters of agreement with the last one dated September 11, 2002.

13. ILLNESS, DISABILITY AND PERSONAL BUSINESS

- A. Officers covered by this Agreement shall be allowed up to twelve (96 hours) illness days per calendar year at full base salary. When an officer uses five or more consecutive days for reasons of illness, the City may require a letter from the officer's physician prior to authorization of payment for such days. All of such twelve (12) days (96 hours) which are not used by an officer shall be carried over in his account from year to year on a cumulative basis, to a maximum of one hundred thirty (130) days (1040 hours). An officer may use as many of his/her accumulated days as he/she has for purposes of illness at full pay. An officer whose employment is terminated by death, retirement, or other valid reasons, or his/her legal representative if he/she dies while employed by the City, shall be entitled to be paid for up to One Hundred Thirty (130) accumulated sick days (1040 hours) in his/her account at the rate of one-half (50%) of regular straight time pay at the time of termination for each such day, provided that sick leave days accumulated prior to July 1, 1979 will be paid for as provided above except at the rate of full pay at the time of termination for each such day.
- B. An unused sick day bank may be established and administered by the Association for the purpose of providing additional days to officers who have exhausted their normal and accumulated sick days. It is understood that administration of such bank shall not be the responsibility of the City and that the City shall not be required to grant any days in addition to the twelve (12) per officer provided in paragraph "A" above. It is understood

that all donations to the bank shall be voluntary and accompanied by a letter of transfer signed by the transferring officer.

- C. All employees using less than forty eight (48) hours of sick time from January 1 through December 31, shall receive all unspent hours in excess of forty-eight (48) hours multiplied by .333 in straight time payment. Payment shall be made no later than first pay period in February. To be eligible for payment, an officer must have a minimum of 24 days in their sick leave bank on the last day of the previous calendar year. First payment to be February 1985.

$$\text{Formula: } 96-48 = 48 \text{ hours} - \text{hours used} \times .333 \\ \times \text{hourly rate} = \$\underline{\hspace{2cm}}$$

All unused sick time will continue to accumulate to the one hundred thirty (130) maximum accumulation.

- D. In addition to the twelve (96 hours) illness days, the officers covered by this agreement shall be allowed six (48 hours) personal business days with pay per year for personal business. Effective 1/1/92 officers will be allowed five (40 hours) days with pay per year for personal business. Personal business days will be authorized only by permission of the Bureau Commander with approval of the Chief of Police upon advance written request by the officer. It will be necessary, except in an emergency, that a twenty-four (24) hour notice be given the Bureau Commander when requesting a personal business day. If the Bureau Commander is not available to grant an immediate request, such time may be granted by the shift commander, in such event the oral request will be followed by a written one from the officer. Any unused personal business days at the end of the fiscal year shall be added to the officer's sick day bank.
- E. Duty Disability - Duty Disability Leave: A "Duty Disability Leave" shall mean a leave required as a result of the employee incurring a compensable illness or injury covered by 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 to his/her immediate supervisor, who shall note same in writing.

In the event an employee's illness or disability exceeds seven (7) calendar days, he/she shall cause any applicable insurance disability form to be completed and filed with the City.

If an employee suffers a duty disability and it is ascertained that the nature of the injury or illness is such that the employee will be unable to return to work, such employee will be retired if eligible under the City retirement system. Effective July 1, 2003, the City will adopt the MERS disability retirement benefit D-2 at the City's expense.

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 95% of the employee's regular take-home pay, including sums received by way of weekly benefits under the worker's compensation law, any other disability benefits provided by law, any 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 95% of the employee's regular straight time pay for the period of the employee's disability, but not to exceed twelve (12) months from the date of injury or illness.

- F. Disability Insurance: The City shall provide disability insurance effective July 1, 1985, which will pay sixty percent (60%) of an employee's salary at time of disability for a period not to exceed five (5) years. Such coverage shall become effective after a period of six (6) months of continuous disability.
- G. Funeral Leave: Officers shall be granted a funeral leave of up to six (6) calendar days (regardless of work schedule) with pay, in the event of a death in the officer's immediate family; spouse, father, mother, sister, brother, son, daughter, grandparents, grandchildren, aunt, uncle, father-in-law, mother-in-law, stepparents, stepchildren, and three (3) calendar days, with pay, for a niece or nephew.
- H. The Chief with the written consent of the City Manager or his/her designee may authorize additional leaves of absence, without pay, for any period or periods not to exceed one (1) year for the following purposes:
 - 1) Attendance at college, university or business school for the purpose of training in subjects related to the work of the officer and which will benefit the officer and the City.
 - 2) Urgent personal business requiring an officer's attention for an extended period such as settling estates, liquidating

business, running for public or union elective positions or for purposes other than the above that are deemed justifiable.

- I. An officer who has been elected or appointed to a public or Association position will be granted a leave of absence without pay for a period not to exceed two (2) years to serve in such positions.

14. INSURANCE

- A. Hospitalization: The City shall provide fully paid Blue Cross /Blue Shield MVF-1 coverage, plus master medical coverage and the prescription rider for each officer and his dependents. Effective January 1, 2009 (prior to Open Enrollment) the prescription co-pay will be \$10 for generic, \$20 for formulary and \$40 for non-formulary.
- B. Effective January 1, 2011, the current BCBS MVF-1 plus master medical plan will be eliminated and replaced with Community Blue Option 2.
- C. Effective January 1, 2011 the office visit co-payment will be \$20.00
- D. Effective January 1, 2009 employees shall contribute 7.5% of their health care premium by way of monthly payroll deductions on a pre-tax basis. These deductions will be made the first pay of each month.
- E. Effective September 1, 2010 all bargaining unit members will contribute 10% of their health care premium by way of monthly payroll deductions on a pre-tax basis.
- F. Effective January 1, 2009, employees who insure eligible dependents ages 19-25 by way of Family Continuation coverage shall contribute 50% of the premium for this coverage. This premium shall be made by way of monthly payroll deductions on a pre-tax basis. These deductions will be made the first pay of each month.
- D. Optical: The City shall provide group optical insurance coverage for each officer and his dependents, comparable to the extra benefits program provided by Blue Cross/Blue Shield.
- E. Life Insurance: The City shall provide life insurance in the face amount of \$50,000 for each officer in the bargaining unit, with triple indemnity provisions.
- F. The City shall provide each employee with the Delta Dental Plan Class I Benefits (75%) and Class II Benefits (50%). Effective January 1, 2009 the City will provide an annual cap for dental benefits will be \$1,000 and

orthodontic coverage for employee's dependents, up to age 19 with a \$1,500 lifetime cap.

- G. The City will continue to have the right to select the carrier, to change carriers, and to become self-insured, provided that there shall be no reduction or change in level of benefits. It is further agreed that the only liability assumed under this Article is to pay the premiums as provided herein. Any claim settlement between the employee and the insurance carrier shall not be subject to the grievance procedure. The City shall notify the Association prior to the implementation of a change of carriers.

15. LAYOFFS AND RECALL

- A. Definition: A layoff is a reduction of the work force. A Lay Off Reduction is defined to be the reduction of an employee's rank within this bargaining unit, or the Command bargaining unit, when the employer has decided to lay off members of the Police Department because of lack of work, lack of funds, or reasons other than the acts or delinquencies of the employee. The employer will adhere to the principles of last hired, first laid off.
- B. Method: In such cases where the number of employees laid off necessitates a reduction of rank, it shall be done in the following manner: First, the City shall decide the number of Lieutenants to be reduced. That number of Lieutenants shall be reduced to the rank of Sergeant by inverse order of the length of service in the rank of Lieutenant and become members of this bargaining unit. After any Lieutenants have been reduced and if the City decides to reduce any member of the rank of Sergeant, it shall be done in the following manner: The Sergeant who has been a Sergeant the least amount of time shall be reduced to Detective. Should a reduction in total manpower be necessary, the least senior police officer will be laid off. The names of persons holding permanent positions in the rank effected, who have been reduced in rank under this article, shall be placed on an appropriate lay off reduction promotional list in the inverse order of their reduction. The City agrees that no promotion within or outside this unit shall take place until those persons who were laid off are first returned to work, and all members reduced in rank or re-promoted.
- C. Notice of Layoff: The Chief shall give written notice to the City Manger, to the employees, and to the Union on any proposed layoff. Such notice shall state the reasons therefor, and shall be submitted at least fourteen (14) calendar days, or earlier if possible, before the effective date thereof.
- D. Recall Procedure: When the working force is increased after a layoff, employees will be called in the inverse order of layoff. Notice of recall

shall be sent to the employee at his/her last known address by telegram or certified mail. If an employee fails to report for work within ten (10) days from notice of recall, he/she shall be considered to have voluntarily terminated his/her employment.

16. LEGAL REPRESENTATION FOR OFFICERS AND POLICE PROFESSIONAL LIABILITY INSURANCE

The City shall provide at its expense such legal assistance as shall be required or needed by an officer as the result of acts occurring when and while said officer was in the good faith performance of his police duties and responsibilities. If for any reason such legal assistance is denied, then the City shall submit a written report to the affected officer and the Association setting forth the specific reasons for such denial, which denial and reasons may be the subject of a grievance.

The City shall further keep in effect and maintain a Police Professional Liability Policy insuring each employee in the amount of not less than one hundred thousand (\$100,000) dollars for any claim, suits and/or judgements against the employee and occasioned by the officer's employment. In the event the City shall fail to maintain such a policy in effect, then the City shall agree to assume and pay any claims, suits and/or judgements rendered against the officer arising out of his employment.

17. LONGEVITY PAY

- A.** Annually, on or before the first pay in December, the City will pay to eligible officers in addition to base rate of compensation, longevity payments of:
 - 1)** Two percent (2%) of base compensation after five (5) years of service.
 - 2)** Four percent (4%) of base compensation after ten (10) years of service.
 - 3)** Six percent (6%) of base compensation after fifteen (15) years of service.
 - 4)** Eight percent (8%) of base compensation after twenty (20) years of service.
- B.** If an officer leaves the employment of the City he/she will receive longevity payments prorated on the months worked since December 1st of the

previous calendar year. An officer must work through the fifteenth of the month for that month to be included in the longevity calculation.

- C. Effective July 1, 2003, employees entering into this bargaining unit shall not receive longevity pay unless already receiving this benefit.

18. MAINTENANCE OF CONDITIONS

- A. Wages, hours, benefits, and working conditions of employment in effect as the execution of this Agreement shall be maintained during the term of this Agreement.
- B. The City will make no unilateral changes in wages, hours, benefits, and working conditions during the terms of this Agreement.
- C. This Agreement shall supersede any existing rules and regulations inconsistent herewith.

19. MANAGEMENT RESPONSIBILITY

The City Council on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers are reserved to and remain vested in the City Council,

- A. to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered to the public, the control of equipment to be used, and the discontinuance of any services or methods of operation;
- B. to introduce new equipment, methods, or processes, change or eliminate existing equipment and institute technological changes, decide on supplies and equipment to be purchased;
- C. to direct the work force, to assign the type and location of work assignments and determine the number of employees assigned to operation;
- D. to determine the number, location, and type of facilities and installations;
- E. to determine the size of the work force and increase or decrease its size;

- F. to hire new employees, to promote employees and to assign, transfer and layoff employees;
- G. to establish and change work schedules, work standards, and the methods, processes, and procedures by which such work is to be performed;
- H. to discipline, suspend, and discharge employees for cause;
- I. to maintain the discipline and efficiency of officers;
- J. to establish the methods of departmental operation;
- K. to establish, change and enforce City rules and/or Departmental rules and regulations, not in conflict with the terms of this Agreement, governing discipline, health and safety, duties, rules of conduct and work rules.

The City reserves the foregoing rights except such as are specifically relinquished or modified by the terms of this Agreement.

20. MILEAGE REIMBURSEMENT FOR USE OF PERSONAL CAR ON CITY BUSINESS

Officers shall receive prompt reimbursement of the rate established by the Internal Revenue Service for all use of personal cars in connection with assigned duties. It is understood that if an adjustment is made in mileage payments to all City employees, the increase will apply to members of the bargaining unit. The City reserves the right to unilaterally cease the practice of City employees using City vehicles for commuting to and from work. Such action by the City will not be subject for the grievance procedure.

21. MISCELLANEOUS PROVISIONS

- A. The City hereby adopts by reference its Restricted Assignments Policy attached hereto.
- B. The City will afford each officer all necessary equipment to protect the health and safety of the officer.

- C. Medical Examinations: The City may, in its discretion, require that employees submit to medical examinations by 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. It will be the duty of every officer to maintain his stamina and physical condition sufficient to perform the responsibilities of a police officer.

22. NEGOTIATIONS WITHOUT LOSS OF COMPENSATION

Negotiations for successor Agreements shall be held during daytime working hours and Association negotiators shall suffer no loss of compensation for the time during which they participate in negotiations.

23. NO STRIKE PROVISION

The Association agrees that no strike, work stoppage, slow down or other intentional interference with the normal operation of the department, by officers, of any kind shall be caused or sanctioned by the Association at any time during the life of this Agreement. The occurrence of any such acts or actions, prohibited in this section, by the Association shall be deemed a violation of this Agreement.

24. OVERTIME, STANDBY AND CALL-BACK PAY

- A. The current work schedule will remain in effect. The schedule will not be changed except by mutual agreement between the Union and Employer.
- B. Officers shall receive time and one-half for all work scheduled or approved in excess of their regular shift (uniform sergeants 12-hours a in any one day, or in excess of eighty four (84) hours in any pay period, including time spent in court appearances. Non-uniform sergeants and lieutenants shall receive time and one-half for all work scheduled or approved in excess of their regular shift, 8-hours in any one day, or in excess of eighty (80) hours in any pay period, including time spent in court appearances. The overtime rate will be based on 2080 hours.
- C. Trading of shifts and shall be allowed, however no officer shall work or be scheduled more than eighteen (18) hours and ten (10) minutes. Any officer working more than eighteen (18) hours and ten (10) minutes may do so only at the request of the Chief of Police.
- G. A sergeant will be called into work whenever there isn't a uniform patrol sergeant on duty. Uniform patrol sergeants will be called first by seniority to fill the vacancy. If there is no uniform patrol sergeant that is available or desires to work the vacancy or part of the vacancy, the work will be offered

in the following manner: patrol lieutenant, detective sergeant, detective lieutenant, training and standards sergeant. In the event that no one accepts the assignment, the least senior uniform patrol sergeant will be ordered to work.

- E. In the event of an absence that is going to exceed thirty (30) days, the City has the right to reschedule by seniority.
- F. The term "two-week work period" shall be defined as a work period of 336 consecutive hours, i.e. 14 consecutive twenty-four hour days beginning at 11:01 PM every other Saturday.
- G. An officer who is called back to work during his regularly scheduled time off, for any reason, including court time, shall receive compensation at the rate of time and one-half for the actual hours worked for a minimum of three (3) hours.
- H. Officers who are placed on court stand-by after regular duty hours or on a day off by being served with a court issued subpoena will be paid at the rate of one-half of their normal base pay for all of such time during which they are required to stand-by, to a maximum of four (4) hours per day.
- I. Officers who are placed on a mobilization alert after regular duty or on a day off by the Chief or his authorized representative shall receive pay at the rate of one-half of their normal base pay for the entire period of such alert.
- J. Leave or vacation days shall not be changed, switched or rescheduled by the City for the purpose of avoiding payment of overtime or call-back pay.
- K. There shall be no pyramiding of overtime pay under any provisions of this Agreement.
- L. Any officer who is called back to work during a regularly scheduled vacation shall be reimbursed for all costs and expenses which he would not have incurred but for such call-back. Such officer shall not lose any vacation days by virtue of such call-back.
- M. Scheduling of work among officers will be done on an equitable basis and will not be arbitrary or capricious.

25. PROTECTION OF HEALTH AND SAFETY

- A. Physical Fitness Testing: All employees shall have the option of participating in the City's Physical Fitness Testing Program. (PFT) All participants must pass a medical examination to qualify for this program. The cost of this exam shall be the responsibility of the City. The PFT shall be scheduled by the City during the months of September or October (two

(2) sessions per shift, plus one (1) make-up session, be scheduled so as to hold the testing, so far as possible, during on-duty time), participate in a physical fitness test as outlined below, unless excused from participation by a physician's certification. Employees who successfully complete the PFT by meeting the minimum level for their age/sex categories in all three (3) events shall receive a \$100 incentive bonus payment at the next pay period following completion of the test. Those employees who fail to successfully complete the test or who are excused from participation will receive no incentive bonus.

Participants shall be permitted to dress in comfortable, athletic-type clothing and wear running or athletic shoes.

Personnel on duty shall participate without loss of pay, personnel off duty shall not receive additional compensation.

The physical fitness test shall consist of three (3) events; pushups with a two (2) minute time limit, sit-ups with a two (2) minute time limit, and a two (2) mile run.

- 1) Push-ups: Push-ups shall be done with palms of the hands flat on the ground and toes on the ground, no other portion of the body will be permitted to touch the ground during the duration of the exercise period of two (2) minutes. Exercise will start with arms extended. The body will be lowered until the upper arms is horizontal or slightly below horizontal, it is not necessary to touch the chest, chin or any other portion of the body to the ground. The body will be raised back up until the arms are fully extended. The lowering of the body and raising back will constitute one (1) repetition.
- 2) Sit-ups: Sit-ups shall be done with knees bent, hands locked behind the head, and the feet held down. Exercise will start with the participant lying with the upper body on the ground until the upper body is past vertical, then lower the upper body back to the ground. Raising the upper body from the starting position and returning to the starting position shall constitute one (1) repetition. The exercise will have a two (2) minute duration.
- 3) Run: The run shall consist of traversing a measured two (2) mile distance within a time period.
- 4) Scoring: Minimum acceptable scores are as follows:

<u>Age</u>	<u>Push-ups Men/Women</u>	<u>Sit-ups Men/Women</u>	<u>Run Men/Women</u>
18-25	40/18	40/27	17:55/22:14

26-30	38/15	38/25	18:30/22:29
31-35	33/14	36/23	19:10/24:04
36-39	32/13	34/21	19:35/25:34
40-45	30/12	32/19	20:00/26:00
46-50	28/11	30/17	21:00/27:00
51-55	26/10	28/15	22:00/28:00
56-60	24/09	26/13	23:00/29:00

- B.** The City will afford each officer all necessary equipment maintained in proper working order to protect the health and safety of the officers. The City agrees that no officer shall be required to use a marked car which has been driven in excess of 80,000 miles. All other vehicles are based upon the discretion of the City.

26. RESIDENCY

All employees shall, as a condition of continued employment, be residents and reside within that area which is within thirty (30) miles from any corporate City limit of the City of Novi.

27. RETIREMENT

- A.** The City shall continue to make monthly contributions on behalf of each officer to the Michigan Municipal Retirement System (MERS) to provide at a minimum all of the present and future benefits to which the officers are now entitled under the present arrangement between the City and MERS, as specified under benefit level B-2 including options F-50 with 25 years of service, and FAC-3. All contributions for the B-2 benefit level shall be fully paid by the City. Effective July 1, 2000, this unit shall begin participating under the benefit level B-4. The difference in cost between the B-2 and B-4 benefit shall be totally funded through employee contributions.

For purposes of computing MERS final average compensation:

1. Any lump sum payment for personal business days paid to the employee upon termination will be excluded when computing the employee's final average compensation.
2. Any lump sum payment for "Comp Time" shall be excluded from MERS final average compensation.

Overtime shall be capped at 350 hours per fiscal year (based on payrolls from July 1 to June 30 each fiscal year). In July of each year the Finance Department will run a report of the overtime for the command officers. If the total hours of overtime exceeds 350 hours, the straight time overtime hours will be reduced first until gone, and then the cap will be applied to the regular overtime. For all hours exceeding the 350 cap, the employee will receive a reduction in eligible MERS wages for the amount in excess of the cap for purposes of the employee and employer contribution for eligible MERS earnings and the City will make an adjustment to the employee's first payroll in August. The City will also submit corrected ePASS reports to MERS for the months affected by the adjustment. In the event of termination of employment, the cap will be calculated and applied through that date and the MERS eligible wages will be adjusted in the final payment

and reported to MERS thru corrected ePASS reports for each month affected by the adjustment.

- B.** Upon retirement or disability retirement as defined by MERS the City shall provide an eligible employee and his/her spouse the health care insurance benefits that are in effect at the date of retirement. All employees who retire after January 1, 2009 shall make retiree health care premiums by way of Direct Payment Program offered by the City. Current plan provides \$100/200 deductibles, 90%/10% co-pay, and the prescription rider and emergency room rider, in effect for employee and spouse.
- C.** 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 14, Section E.
- D.** The City agrees to pay 80% of the retiree's medical coverage, and the retiree agrees to pay the remaining 20%. Failure to remit the retiree's share of the premium cost in a timely fashion shall be grounds for suspending the above coverage.
- E.** To qualify for this coverage an employee must possess a minimum of twenty (20) years of seniority upon retirement. Employees granted a disability retirement shall be excluded from this provision.
- F.** The spouse of a retiree shall have survival rights to the medical coverage, as described above, subject to the following conditions:

 - 1)** The City agrees to pay 80% of the spouse's medical coverage, and the spouse agrees to pay the remaining 20%.
 - 2)** 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.
- G.** Upon the retirement or disability retirement the City shall provide to the officer his/her gun, badge and uniform silverware as a token of the City's appreciation for the officer's years of service.

28. SAVINGS CLAUSE

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

29. SENIORITY

- A.** Newly appointed command officers shall acquire bargaining unit seniority except in cases of extension, after working twelve (12) consecutive months in the command capacity in which event the officer's command seniority will date back to the date of his/her appointment. Such seniority shall not preclude any seniority rights preserved under the terms of the COAM contract. In the event that two or more officers have the same date of appointment, then seniority shall be determined among such officers by the date of the application for employment, the one with the earliest date of application having the greatest seniority.
- B.** Any officer shall lose his seniority for the following reasons only:
- 1)** He/she quits.
 - 2)** He/she is discharged. In the event the discharge is reversed through the grievance procedure, his/her seniority shall be reinstated to date of hire.
 - 3)** He/she is absent for three (3) consecutive working days without notifying his/her supervisor or the Chief of Police. After such absence, the City will send written notification to the officer at his/her last known address that he/she has lost his/her seniority, and 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.
 - 4)** If he/she does not return to work from sick leave and leaves of absence within three (3) days of the end of the leave.
 - 5)** Retirement or regular service retirement.
- C.** An officer who at any time returns from leave granted by the City shall be entitled to return to his/her former position with no loss of rank or seniority.
- D.** An officer who is promoted from the bargaining unit to a non-bargaining unit position with the City shall retain for a period of five (5) years all

seniority accumulated by him/her as a member of the bargaining unit and shall be entitled to exercise the seniority at any time that he/she is either laid off or demoted from his/her position.

- E. An officer who is demoted from the bargaining unit to a non-command position within the Police Department shall lose all seniority accumulated by him/her as a member of the bargaining unit unless the decision is reversed through the grievance procedure.

30. TERMINATION

This Agreement shall be effective as of the 1st day of July, 2006 and shall remain in full force and effect until the 30th day of June, 2011. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that they desire to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than forty-five (45) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

31. TUITION REIMBURSEMENT

The reimbursement of tuition costs shall be governed by the City of Novi Tuition Reimbursement Policy which is herein adopted by reference. Effective January 1, 2009 tuition reimbursement shall be increased to \$3,500 per employee per year.

32. UNIFORMS AND CLEANING AND MAINTENANCE ALLOWANCE

Quartermaster Program: The City will assume the responsibility for cleaning and replacement of uniforms for the positions of Sergeant and Uniform Patrol Lieutenant.

Non-uniform positions in this bargaining unit shall continue to receive a uniform allowance. This allowance shall consist of a yearly maintenance of Four Hundred (\$400) dollars payable on April 15 and a yearly clothing allowance of Four Hundred (\$400) dollars payable on August 15.

33. VACANCIES AND PROMOTIONS

- A.** In the event there is a vacancy in the Lieutenant rank the employer will establish an eligibility list for that position. The eligibility list will remain in effect for two (2) years. The employer will appoint an individual who is among the top three (3) on the eligibility list. After each appointment a new designation of the top three (3) on the eligibility list will be made.
- 1)** The preparation of an eligibility roster will be announced as follows:
 - a)** The Chief will announce the specific examination dates at least thirty (30) days in advance.
 - b)** To the extent possible, the Chief will furnish a bibliography and outline covering the contents of the written examination.
 - c)** Lieutenant's Competitive Examination: Those employees with a minimum of one (1) year of full-time service as a Sergeant or a Detective Sergeant in the Novi Police Department will be eligible to participate in the competitive examinations, provided that the employee must request to participate in the examinations by submitting an appropriate written request to the Chief no later than fourteen (14) days prior to the first examination date.
 - 2)** The competitive elements of the examination will consist of a written examination, oral examination and departmental evaluation. The City shall have the right to substitute an assessment center for the oral board.
 - 3)** Candidates will be ranked on the basis of a composite score computed as follows:
 - a)** The percentage attained on the written examination multiplied by fifty (50%) percent.
 - b)** The percentage attained on the oral examination multiplied by twenty-five (25%) percent.
 - c)** The average percentage attained on the departmental evaluations multiplied by twenty-five (25%) percent.
 - 4)** All individuals promoted to the rank of Lieutenant shall serve a one (1) year probationary period.
 - 5)** For new positions and assignments, other than uniform patrol, Sergeants must have one (1) year of uniform patrol experience before the employee can be eligible for reassignment.
 - 6)** The City maintains the exclusive right to determine the number of

persons in each rank.

- B.** In the event there is a vacancy to the rank of Captain, an assessment center will be used to test the candidates. The City will establish an eligibility list for the position of captain which will remain in effect for two (2) years.
- 1)** The City will announce their intent to hold an assessment center at least 30 days in advance.
 - 2)** All sergeants and lieutenants may test for the rank of captain. If no sergeants or lieutenants are deemed qualified by the assessment center, the City shall have the right to solicit outside candidates with the understanding that any sworn officers are also eligible to apply.
 - 3)** Participants of the assessment center will be deemed either qualified or not qualified for the position of captain and be given a rank order. If two (2) or more lieutenants are deemed qualified, the Chief will chose one of them for the captain position. If fewer than two lieutenants are deemed qualified, the Chief may choose any one of the top three ranked candidates including sergeants.

34. Vacation

- A.** One (1) through four (4) years of service with the City ten (10) working days per year (80 hours).
- B.** Five (5) through nine (9) years of service with the City fifteen (15) working days per year (120 hours).
- C.** Ten (10) through fifteen (15) years of service with the City twenty (20) working days per year (160) hours.
- D.** Beginning the sixteenth year of service an officer will be given one (1) additional day per year of service to a maximum of twenty-five (25) working days per year.

Eligibility for vacation time earned shall be administered in the following manner:

An officer will begin to earn vacation time immediately upon hire. At the end of the calendar year of hire an officer will be eligible for the vacation allotment as shown above in this agreement. Thereafter, vacation leave will be earned on a calendar year. Consistent with the requirements of the service, officers shall be entitled to take their vacation during the period which they request, except in cases of conflict which would create a staffing problem for the department. In the event of conflict, the officers with the most seniority shall be entitled to vacation preference. A carryover of vacation time, not to exceed ten (10) working days (80 hours) will be allowed.

As of September 26, 1994, it was agreed by and between the City of Novi and the Command Officers Association of Michigan that employees who are on vacation leave, but are available for overtime assignments shall be placed at the bottom of the overtime call-in list, and shall not be offered overtime unless all other Officers have either rejected the available time or are unavailable for work. Under these circumstances the employee will receive payment for the previously scheduled vacation and whatever overtime rate would be applicable per the union contract.

35. VETERANS LAW

The re-employment rights of officers and probationary officers who are veterans shall be as prescribed by applicable laws and regulations.

Officers who are in some branch of the armed forces, reserve or national guard, will be paid the difference between their reserve pay and their regular pay under this Agreement while they are on active duty in the reserve or national guard, provided proof of active duty and pay are submitted to the City. The obligation of the City under this provision is for a maximum of two weeks per year per officer.

36. WAGES

Officers shall be compensated in accordance with the wage schedule attached to this agreement and marked Appendix A. The attached wage schedule shall be considered a part of this Agreement. When any position not listed on the wage schedule is established, the City may designate a job classification and rate structure for the position. In the event the Association does not agree that the classification or rate is proper, the Association shall have the right to submit the issue as a grievance through the grievance procedure.

- A. Sergeants who work or are regularly scheduled to work between the hours of 7PM and 7AM shall be paid a shift premium of thirty cents (\$.30) per hour. This shift premium shall not include the hours of 6:50 A.M. to 7:00 A.M. All sergeants who work after 7 PM and extends beyond 7AM because of overtime will continue to receive the shift premium of thirty cents (\$.30) per hour to the end of their shift.
- B. A salary adjustment shall be included for the two lieutenants in the amount of \$1,987 beginning in the first year of the contract .
- C. Effective November 1, 2006, the 10-minute briefing period will be paid to each affected officer on a pro-rated basis, if necessary. This payment will be for 30.5 hours paid at the straight-time over-time rate (based upon 2,214 hours) on the second (2nd) pay in November.

- D. Effective the payroll of August 22, 2010, all bargaining unit members will receive a 2.5% wage decrease across the board.
- E. Effective June 29, 2013, all bargaining unit members will receive a 2.5% wage decrease across the board.

37. 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, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subject or matter referred to or covered by this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals
this _____ day of _____, 2010.

**COMMAND OFFICERS
ASSOCIATION OF MICHIGAN**

CITY OF NOVI

Jerry Radovic, Business Agent

David B. Landry, Mayor

Maryanne Cornelius, City Clerk

**NOVI LIEUTENANTS AND
SERGEANTS ASSOCIATION**

John Nelson, President

Jason Maier, Vice President