

AGREEMENT

between

CITY OF NOVI

and

THE NOVI CLERKS & DISPATCHERS ASSOCIATION

OF THE POLICE OFFICERS ASSOCIATION OF MICHIGAN

Effective 7-1-94 to 6-30-98

INDEX

ARTICLE 1	RECOGNITION	2
ARTICLE 2	UNION SECURITY AND CHECK-OFF	2
ARTICLE 3	MANAGEMENT RESPONSIBILITY	3
ARTICLE 4	BASIS OF REPRESENTATION	3
ARTICLE 5	GRIEVANCE PROCEDURE	4
ARTICLE 6	DISCIPLINARY LAYOFF AND DISCHARGES	6
ARTICLE 7	SENIORITY	7
ARTICLE 8	LAYOFFS AND RECALL	8
ARTICLE 9	VACANCIES AND PROMOTIONS	9
ARTICLE 10	SICK LEAVE WITH PAY	9
ARTICLE 11	DUTY DISABILITY LEAVE	11
ARTICLE 12	FUNERAL LEAVE	12
ARTICLE 13	LEAVE OF ABSENCE	13
ARTICLE 14	NO STRIKE PROVISION	13
ARTICLE 15	VETERANS LAW	14
ARTICLE 16	DISCRIMINATION	14
ARTICLE 17	BULLETIN BOARD	14
ARTICLE 18	RETIREMENT	15
ARTICLE 19	WAGES	16
ARTICLE 20	OVERTIME, STANDBY AND CALL-BACK PAY ...	17
ARTICLE 21	INSURANCE	19
ARTICLE 22	VACATIONS	20
ARTICLE 23	HOLIDAYS	20
ARTICLE 24	UNIFORMS, CLEANING AND MAINTENANCE ...	21
ARTICLE 25	LONGEVITY PAY	22
ARTICLE 26	MILEAGE REIMBURSEMENT	22
ARTICLE 27	PROTECTION OF HEALTH AND SAFETY	22
ARTICLE 28	COPIES OF ORDERS AND REGULATIONS	22
ARTICLE 29	MISCELLANEOUS PROVISIONS	22
ARTICLE 30	LEGAL REPRESENTATION FOR EMPLOYEES ...	23
ARTICLE 31	TRAINING PROGRAM	23
ARTICLE 32	WAIVER CLAUSE	23
ARTICLE 33	SAVINGS CLAUSE	23
ARTICLE 34	DURATION	23

AGREEMENT

This Agreement is made and entered into by and between the City of Novi in Oakland County, Michigan, hereinafter referred to as the "City," and the Police Officers Association of Michigan, POAM, hereinafter referred to as the "Union." It is the desire of both parties to this Agreement to continue to work harmoniously and to promote and maintain high standards between the City and its Police clerical and dispatch employees, which will better serve the citizens of the City of Novi.

1. RECOGNITION

Section 1.1: The City recognizes the Police Officers Association of Michigan as the exclusive representative of all office clerical employees and dispatch employees employed by the City of Novi Police Department, including dispatchers, clerks, teletype operators, but excluding supervisors of the Police Department of the City of Novi, 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 following bargaining unit for which it has been certified, and in which the Police Officers Association of Michigan 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.

Section 1.2: The use of the term "employee" in this Agreement shall include all members of the bargaining unit as defined in Article I.

2. UNION SECURITY AND CHECK-OFF

Section 2.1: The City agrees to deduct dues and assessments of the Union upon signed authorization of any member of the bargaining unit. The aggregate deductions of all employees shall be remitted together with an itemized statement, to the Police Officers Association of Michigan by the 15th of the succeeding month after such deductions are made. Deduction authorization may be revoked upon sixty days notice.

Section 2.2: The City shall not be liable to the POAM or to any employee for any unintentional or clerical error causing the improper deduction or failure to deduct POAM dues in accordance with the foregoing provision. This provision shall not excuse the City from willful or negligent acts.

Section 2.3: Any employee in the certified bargaining unit who is not a member of the POAM and who does not make application for membership shall, as a condition of employment, pay to the POAM a monthly service charge in an amount equal to the monthly dues uniformly applied to the members as a contribution toward the administration of this Agreement, and such service shall be deducted by the City in the manner stated above.

3. MANAGEMENT RESPONSIBILITY

Section 3.1: 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 as efficiently as possible, except as limited by provisions of this Agreement. Further, the City has all the customary and usual rights, powers, functions and authority of management. Among the rights and responsibilities belonging to the City, but by no means wholly inclusive, are the rights to decide the number and location of its facilities, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection of personnel, procurement, designing, engineering and the control of equipment and materials, expressly subject to the provisions of this Agreement.

Section 3.2: 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 3.3: It is further recognized that the responsibility of the management of the City for 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, so long as such rights are not exercised in a manner inconsistent with any provision of this Agreement.

Section 3.4: 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 3.5: The issue of contracting and/or subcontracting shall be governed by the Public Employee Relations Act, with the provision that in the event of negotiations reaching impasse the issue would be submitted to arbitration and implementation would not occur prior to the arbitration opinion.

4. BASIS OF REPRESENTATION

Section 4.1: There shall be one local association representative and an alternate to act in his/her absence, in addition to POAM staff representation.

Section 4.2: The names of employees selected as local association representatives and alternates, and the name of the President of the local association, shall be certified in writing to the City by the local association.

Section 4.3: The local 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 local Association representatives to leave their work stations will not be unreasonably withheld. Local association representatives will report their time to their respective supervisors upon returning from a grievance discussion.

Section 4.4: POAM representatives shall have the right to represent employees at all stages of the grievance procedure.

Section 4.5: Negotiations for successor Agreements shall be held during daytime working hours and Union negotiators shall suffer no loss of compensation for the time during which they participate in negotiations.

Section 4.6: The City hereby grants to the President and Vice-President, or their designee, two (2) days each for the purpose of conducting Association business, including conferences or seminars which relate to the bargaining or representation function of the Association.

Section 4.7: A copy of any order, general order, rule, regulation, training bulletin or document of a similar nature which applies to more than one employee shall be posted in an appropriate place and copy made available to the Union.

5. GRIEVANCE PROCEDURE

Section 5.1: 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. Verbal - Immediate Supervisor The parties recognize informal resolution of grievances at the lowest possible level of supervision is desirable and herein encouraged. In the event that an employee or the Association believes there is a basis for a grievance, the employee or Association representative shall first discuss the grievance with the employee's immediate supervisor.

Step 2. Written - Immediate Supervisor If step 1 does not resolve the dispute, then the grievance shall be reduced to writing and presented to the employee's immediate supervisor within five (5) working days of the date of the informal discussion. The supervisor shall respond in writing to the Association within five (5) working days following receipt of the grievance.

Step 3. Appeal to the Chief of Police If step 2 does not resolve the dispute, then

the grievance shall be reduced to writing and presented to the Chief of Police within five (5) working days of the date of the written response from the immediate supervisor. The Chief of Police shall respond in writing to the Association within five (5) working days following the receipt of the grievance.

Step 4. Appeal to Manager's Office If the Association is not satisfied with the written response from the Chief of Police it may appeal to the Manager's Office within five (5) working days of receiving the response. The City Manager or his designee shall have five (5) working days in which to respond in writing.

Step 5. Arbitration If either party is not satisfied with the disposition of the grievance at the Step 4 level, either party may, within ten (10) days of the date of the written disposition or the date on which said disposition is due, 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 Union from a standing list: Alan Walt, Barry Brown, David Grisholm, Dallas Jones, Daniel Kruger. If the parties cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules and regulations. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall have no power to:

1. Add to, or subtract from, or modify any of the terms of this Agreement.
2. Establish salary scales or change any salary.
3. Substitute his/her judgement for the City's discretion in cases where the City is given discretion by this Agreement, unless he/she finds that the City has abused its discretion, except that he/she shall have the power to interpret rules and regulations as propounded by the City and/or to determine the reasonableness of such rules and regulations.
4. The fees and expenses of the arbitrator, if any, shall be borne equally by the City and the POAM. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

Section 5.2: 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.

Section 5.3: Notification within a reasonable time shall be given to the POAM of any disciplinary action taken against any employee which may result in official entries being made in his/her personnel work file. All information forming the basis for disciplinary action shall be made available to the employee and the POAM. All employees 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 employee shall be permitted to have inserted in his/her file his/her written response to any unfavorable communication from a citizen.

Section 5.4: Within a two (2) year period following the insertion of a counseling memo or letter of reprimand in the personnel file of the employee, he/she may request that the documentation be removed and the record of it expunged.

Section 5.5: The City agrees that it will continue to regard all personnel files as confidential records to be kept under direct control of the City Manager and no unauthorized person shall be allowed to see an employee's file without his/her prior written consent.

Section 5.6: The City agrees to furnish to the POAM in response to reasonable requests, information which may be necessary for the POAM to process any grievance.

6. DISCIPLINARY LAYOFF AND DISCHARGES

Section 6.1: The City may discharge or discipline any employee for just cause. Any employee who has been disciplined by suspension or discharge may request the presence of an Association representative before he/she is required to leave the station, to discuss the matter with the employee 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 employee and the Union will be given a written statement of the specific charges causing the discipline. In the case of a suspension, the employee and the Union will be given a written statement of the general nature of the charges causing the suspension.

Section 6.2: It is important that complaints regarding discipline be handled promptly, and, if a hearing is desired, the Association or the employee shall file an appeal with the Chief of Police or his/her designee, within two (2) working days, excluding Saturday, Sunday and holidays, after such discharge or discipline is first imposed. The hearing will be held within two (2) working days, excluding Saturday, Sunday and holidays, 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 employee has a right to be present.

Section 6.3: If the Chief or his designee finds in his judgement 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 days of the date of hearing. If his/her decision is not satisfactory to the Union, the grievance may be appealed to the City Manager or his/her designee. If such appeal is not filed within five (5) working days of the date of the Chief's decision, or of the date on which it is due, the matter will be considered automatically settled on the basis of the last decision and not subject to further appeal.

Section 6.4: The aggrieved employee shall have a right to be present and participate in the appeal before the City Manager or his/her designee. The City Manager or his/her designee shall respond in writing to the Association within five (5) working days.

Section 6.5: If the Union is not satisfied with the disposition of the complaint under Section 6.4, it may, within ten (10) days of the written disposition of the City Manager, appeal said grievance to binding arbitration in accordance with the procedures set forth in Step Five 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 employee.

Section 6.6: All employees shall have the right to be represented by the Association and/or POAM representative at all disciplinary conferences or hearings under this procedure.

7. SENIORITY

Section 7.1: Newly hired dispatchers shall serve a twelve (12) month probationary period. Newly hired clerical employees shall serve a six (6) month probationary period. Probationary employees may be discharged for any reason, and such discharges shall not be subject to the grievance procedure. Following successful completion of the probationary period, the employee's seniority shall date back to the date of hire. In the event that two or more employees have the same date of hire, then seniority shall be determined among such employees by the date of the application for employment, the one with the earliest date of application having the greatest seniority.

Section 7.2: An employee shall lose his/her seniority for the following reasons only:

- A. He/she quits.
- B. 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.
- C. 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 employee 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.

- D. 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.
- E. Retirement or regular service retirement.

Section 7.3: An employee who at any time returns to work from leave granted by the City shall be entitled to return to his/her former position with no loss of rank or seniority. Seniority shall not accrue during any unpaid leave of absence.

Section 7.4: In the event of an employee transferring from a clerical to dispatch position or from a dispatch to clerical position only that seniority which is a product of the employee's length of service in the higher classification shall transfer for purposes of overtime selection, shift selection, vacation selection, and placement in the position's pay range. For all other purposes seniority shall be calculated from date of hire. A dispatcher transferring to a clerical position shall begin at the starting rate of the Police Clerk II salary schedule only if they possess a minimum of two years seniority with the Novi Police Department. Otherwise, they will begin at the Clerk I rate.

8. LAYOFFS AND RECALL

Section 8.1: Seniority Employees The City may lay off a seniority employee for reason of shortage of work or funds.

Section 8.2: Order of Layoff Layoff of employees shall be made by inverse order of their seniority according to classification lines. The two classification lines shall be administered according to dispatching group and clerical group. However, no employee shall suffer a reduction in departmental seniority due to the execution of this provision.

Section 8.3 Notice of Layoff The City shall give written notice to the employees affected and Association on any proposed layoff. Such notice shall state the reasons therefore, and shall be submitted at least fourteen (14) calendar days, or earlier if possible, before the effective date thereof.

Section 8.4 Bumping In the event of layoff in any classification, employees may exercise bumping rights according to seniority within his/her appropriate dispatching group or clerical group. A clerical group employee may exercise bumping rights into dispatch group provided that employee has prior Novi dispatch experience.

Section 8.5 Recall Procedure When the working force is increased after a layoff,

employees will be recalled in the inverse order of layoff by classification, provided that the employee can perform the available work. Clerical employees with prior Novi dispatch experience may exercise recall rights into the dispatch group. 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.

9. VACANCIES AND PROMOTIONS

Section 9.1: Vacancies shall be filled and promotions awarded on the basis of qualification which shall include length of service (seniority). Seniority shall govern when all other factors are equal. In cases of permanent transfer, the Chief shall notify the affected employee and the Association of the reasons for such a permanent transfer at least ten (10) days prior to such transfer.

Section 9.2: When it can reasonably be determined that any vacancy will be a permanent vacancy, an appropriate notice will be posted on the bulletin board for a period of three (3) days. Within four (4) days of the date such notice is first posted, all applicants must advise the City in writing of their interest in such position. In order to be eligible for a posted position, an applicant must have previously met all requirements for that position set forth in the policy manual. The City will then award the position to the successful applicant as soon as possible from the date of the first posting of the vacancy.

Section 9.3: A promotion may be made within the City's discretion on a probationary basis when no qualified applicant is available for a period not to exceed six (6) months. Employees so promoted shall receive the rate of pay of the higher classification during the probationary period.

Section 9.4: In the event that a vacancy due to attrition remains unfilled beyond the period specified in Section 9.2, such vacancy shall occur, or shall be adjusted to occur, at the lowest classification within classification group. A vacancy in a higher paid classification shall require promotion of remaining employees to cause the vacancy to occur at the lowest paid step.

10. SICK LEAVE WITH PAY

Section 10.1: Sick leave with pay shall be accrued by all seniority employees covered by this Agreement at the rate of one (1) day per month, up to twelve (12) illness days per calendar year at full base salary. All of such twelve (12) days which are not used by an employee shall be carried over in the employee's account from year to year on an accumulative basis with a maximum allowable accumulation of one hundred thirty (130) days. An employee may use as many of such one hundred and thirty (130) days as he/she has accumulated for purposes of illness at full pay. An employee whose employment is

terminated by death, retirement or other valid reason, or the employee's legal representative if he/she dies while employed by the City, shall be entitled to be paid for all unused sick days accumulated in the employee's account at the rate of one-half of the employee's base pay at the time of termination for each such day.

Section 10.2: Sick leave shall be used for the purposes of personal illness or disability or illness of an immediate family member. Attendance to illness of immediate family members shall be limited to five (5) days per year. In order to receive compensation while absent on sick leave, an employee shall notify his/her supervisor prior to the start of his/her shift that he/she will not be to work, unless the employee is unable to do so.

Section 10.3: Medical certification will not normally be required to substantiate sick leave of five (5) consecutive work days or less, however, this provision shall not diminish the right of the City to require a doctor's certificate or signed statement setting for the reason for the absence, where it is determined that sick leave abuse exists.

Section 10.4: Illness incurred during a vacation period may be charged to an employee's sick bank provided that the employee requests such, and provides medical certification if required by the employer.

Section 10.5: An unused sick day bank may be established and administered by the Association for the purpose of providing additional days to employees who have exhausted their normal and accumulated allotment, providing that the member does not have one hundred thirty (130) days in his/her account and that the total between his/her account and what he/she draws does not exceed one hundred thirty (130) 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 employee provided in paragraph 10.1 above. It is understood that all donations to the bank shall be voluntary and accompanied by a letter of transfer signed by the transferring employee.

Section 10.6: 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 48 hours multiplied by .333 as additional vacation time off or in straight time payment.

Formula: $96-48=48$ hours - hours used x .333 x hourly rate = \$_____.

Payment shall be made no later than the first pay in February of the following year. The additional vacation time, if chosen, can be utilized in accordance with vacation provisions of this Agreement. All unused sick time will continue to accumulate to the 130 day maximum accumulation. To qualify for payment of unused sick leave employees must have a total of twenty four (24) days of accumulated sick leave by December 31st of the prior year. Employees at the maximum bank accumulation of 130 days, will be paid for

unused days, per the formula above, at the rate of 50%.

Section 10.7: Personal Business Days In addition to the twelve (12) illness days, employees covered by this Agreement shall be allowed four (4) personal business days per annum to be prorated based upon the date of hiring. Personal business days will be authorized only for those items which cannot be done on normal time off duty, and will be by permission of the Supervisor upon advance written request by the employee. It will be necessary, except in an emergency, that a twenty-four (24) hour notice be given to the Supervisor when requesting a personal business day. If the Supervisor is not available to grant an immediate request, such time may be granted by the Supervisor's designee. In such event, the oral request will be followed by a written one from the employee. Any unused personal business days at the end of the fiscal year shall be added to the employee's sick day bank provided in paragraph 10.2 above, on the same terms and conditions. All personal business days shall become available for usage on January 1st each year. In the event of resignation or retirement, payment for personal business days shall be prorated on a calendar year basis.

11. DUTY DISABILITY LEAVE

Section 11.1: 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. All provisions of this contract concerning duty disability shall be applied in conformance with Michigan Worker's Compensation Act in effect at time of application.

Section 11.2: 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, who shall note same in writing. If the employee so desire, he may take first aid treatment as may be recommended by the supervisor or waive such first aid, in writing.

Section 11.3: 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. No further check will be sent to the employee until such forms have been submitted to the City.

Section 11.4: 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 permanently unable to work, such employee will be, at the discretion of the City, and if eligible, retired under the City retirement system.

Section 11.5: Eligibility for disability benefits shall depend upon a clear showing by competent medical evidence that such disability leave is necessary. The burden shall be on the employee to provide the medical evidence to justify the granting of such leave. In

the event the City and the employee do not agree, based upon the medical evidence presented by the employee, the City may require the employee to be examined by a physician of its choice. Should there be a difference of opinion between the City's physician and the employee's physician, at the City's expense, the employee may request that such difference be resolved by the grievance procedure.

Section 11.6: 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 90% 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 90% of the employee's regular straight time pay for the period of the employee's disability, but not to exceed 12 months from the date of injury or illness.

Section 11.7: When an employee is physically able, the employee will accept a limited duty assignment as prescribed below:

Section 11.8: An employee who sustains an injury or incurs an illness while on or off duty, may be returned to work on limited duty at the discretion of the department. His/her activities on limited duty are to be prescribed by his/her own physician during the first thirty (30) worked days. Thereafter, additional limited duty may be authorized with his/her activities during the extended limited duty to be prescribed by the employee's own physician and the employer's physician.

Section 11.9: The City will continue to provide medical coverage to those full time non-probationary employees off work due to a non-duty related injury, illness or disability. This coverage will continue for any medical leave period not to exceed six months in duration commencing only after exhausting all of their available leave days. The City shall require a doctor's statement verifying the employee's medical condition.

12. FUNERAL LEAVE

Section 12.1: Employees shall be granted a funeral leave of five (5) days with pay, in the event of a death in the employee's immediate family; spouse, father, mother, sister, brother, son, daughter, grandparents, grandchildren, aunt, uncle, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepparents, stepchildren, and three (3) days, with pay, for a niece or nephew.

13. LEAVE OF ABSENCE

Section 13.1: The Chief, with the written consent of the City Manager, may authorize additional leaves of absence, without pay, for any period or periods not to exceed one year, for the following purposes:

- A. Attendance at college, university or business school for the purpose of training in subjects related to the work of the employee and which will benefit the employee and the City.
- B. Urgent personal business requiring the employee'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.

Section 13.2: Political or Union Official An employee who has been elected or appointed to a public or POAM position will be granted a leave of absence without pay for a period not to exceed two (2) years to serve in such position.

Section 13.3: Medical Leave. 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 for an extended period of time. Such 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 of the employee's seniority or six (6) months, whichever is less. A written request for such a leave must be submitted to the City Manager as soon as possible. Within a reasonable time, the employee shall give the City written notice of her intent to return to work, accompanied by a written statement from her physician certifying the physical fitness of the employee to fulfill her duties. The employee shall be obligated to notify the City as soon as possible if she is advised by her physician that she cannot continue to perform her assigned duties without danger to herself or her expected baby. Upon expiration of the leave, the employee will be returned to her former classification, providing her seniority so entitles her. The application of this section shall not be inconsistent with any federal or state law.

Section 13.4: An employee who has recently become a parent by reason of birth or adoption shall be entitled to a leave not to exceed one year, without pay, upon request for the purpose of child rearing, providing the request is made within sixty (60) days of birth or adoption.

14. NO STRIKE PROVISION

Section 14.1: No employee, Union officer, or other Agent of the Union shall be empowered to call or, cause, or take part in any strike, work stoppage, showdown or

cessation of employment. In the event of such prohibited conduct the Union shall immediately instruct the involved employee(s) 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.

Section 14.2: Any individual employee or group of employees who willfully violate or disregard the arbitration and grievance procedure set forth in this Agreement may be summarily disciplined by the Employer without liability on the part of the Employer.

Section 14.3: There shall be no lockout by the Employer during the term of this agreement.

15. VETERANS LAW

Section 15.1: The reemployment rights of employees and probationary employees who are veterans shall be as prescribed by applicable laws and regulations.

Section 15.2: Employees 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 employee.

16. DISCRIMINATION

Section 16.1: The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status.

17. BULLETIN BOARD

Section 17.1: The City shall assign appropriate space on bulletin boards which may be used by the Union 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 Union affairs which are not political in nature.

18. RETIREMENT

Section 18.1: The City shall continue to make monthly contributions on behalf of each employee to the Michigan Municipal Employees Retirement System (MERS) to provide at a minimum all of the present benefits to which the employees are now entitled under the present arrangement between the City and MERS Plan B-2 and FAC-3 (effective July 1, 1997). Normal/unreduced retirement benefits at age 50 with 25 years or more years of service shall be adopted for Dispatchers. All contributions to this retirement system shall be fully paid by the City.

Section 18.2: Upon full retirement or disability retirement, the City shall provide Blue Cross/Blue Shield MVF-1, plus master medical, with 100/200 deductibles, 90%/10% co-pay, prescription rider and emergency room rider for employee and spouse. An employee must be receiving a pension benefit from MMERS to be considered as a retiree and to qualify for paid health insurance benefits.

Section 18.3: 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 21.8.

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

D. 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.

E. 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.

19. WAGES

Section 19.1: Employees 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.

Section 19.2: A shift differential of 1% shall be paid to Dispatchers for all hours worked from 3:00 p.m. to 7:00 a.m. effective the first pay period following June 3, 1996.

Section 19.3: 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 Union does not agree that the classification or rate are proper, the Union shall have the right to submit the issue as a grievance through the grievance procedure.

Section 19.4: Dispatch employees shall move to the next pay step following each year of satisfactory employment based on the employee's starting date. The position of Police Clerk shall be considered to be a continuous classification. Placement and advancement in this position shall be subject to and governed by the following rules:

A. All new hires shall be placed at the beginning step of the Police Clerk I salary range.

B. Movement to the next range will be based on seniority and merit as follows:

1. The employee must possess a minimum of two years seniority in their present classification.
2. The employee must have received a minimum average of 80% on the employee evaluations conducted during this two year period.

Section 19.4: If an employee is instructed to perform the duties of a higher paid classification on a temporary basis, the employee shall be paid at the higher rate for all hours worked in the higher classification after one (1) consecutive hours of work have been performed in any one work day. Assignments to the position of dispatcher shall result in out of classification pay on an hour by hour basis. All out of classification pay must be authorized in advance.

Section 19.5: Any employee assigned to Matron duties shall be paid a flat rate of five (\$5.00) dollars per assignment.

Matron duties will be offered by gender and seniority; most senior to least senior of on duty employees. In the event that no one accepts the assignment voluntarily, the on duty employee with the least seniority and of the same gender of the person to be searched, will be ordered to perform the duty.

Section 19.6: Retroactive wages for all active and retired City of Novi employees.

20. OVERTIME, STANDBY AND CALL-BACK PAY

Section 20.1: Overtime. Employees shall receive time and one-half for all work scheduled in excess of eight (8) hours in any one day, in excess of five (5) days in any one work week, as hereinafter defined, or in excess of 40 hours in any one work week, including time spent in court appearances. The City agrees that it will make every effort to avoid scheduling an employee to more than five (5) consecutive days of work at any one time. Employees who, due to necessity, are required to work seven (7) consecutive days in any two work weeks, shall receive time and one-half for all work scheduled or approved on the seventh consecutive day worked, and double time for all work in excess of eight (8) hours on the seventh consecutive day. After an employee has worked six (6) consecutive days, and after a clerical employee has worked seven (7) consecutive days, the City shall make every effort to schedule him/her for three (3) consecutive days off. It is understood by the parties that the foregoing provision are for the purpose of providing adequate and reasonable periods of time off.

Section 20.2: Work Week. The term "work week" shall be defined as a work period of 168 consecutive hours, i.e. seven (7) consecutive twenty four (24) hour days beginning at 12:01 a.m. Sunday each calendar week and ending at the same time the following Sunday.

Dispatcher shifts are defined as follows:

Days:	0700 - 1500
Afternoons:	1500 - 2300
Midnights:	2300 - 0700

Section 20.3: Call Back. An employee who is called back to work during his/her regularly scheduled off time, for any reason, including court time, shall receive compensation at the rate of time and one-half for the actual hours worked with a minimum of three (3) hours.

Section 20.4: Court Standby. Employees 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.

Section 20.5: Mobilization. Employees who are placed on mobilization alert after regular duty hours or on a day off by the Chief or his authorized representative shall receive pay at the rate of one-half their normal base pay for the entire period of such alert.

Section 20.6: Changing of Leave Day. Leave or vacation days shall not be changed, switched or re-scheduled by the City for the purpose of avoiding payment of overtime or call-back pay.

Section 20.7: Pyramid. There shall be no pyramiding of overtime pay under any provision of this Agreement.

Section 20.8: Call Back Expense. Any employee who is called back to work during a regularly scheduled vacation shall be reimbursed for all costs and expenses which he/she would not have incurred for such call-back. Such employee shall not lose any vacation days by virtue of such call-back.

Section 20.9: Equal Schedule. Scheduling of work among employees will be done on an equitable basis and will not be arbitrary or capricious. The schedule shall be posted twenty-eight (28) days in advance. At the employee's option, overtime may be banked as compensatory time to be used by the employee, up to a maximum of forty hours. Use of compensatory time shall be used so as not to interfere with the maintenance of staffing levels within the department.

Section 20.10: The current work schedule will remain in effect. The schedule will not be changed except by mutual agreement between the Union and Employer.

Section 20.11: Probationary Employees Excluded. Probationary employees shall be excluded from the permanent shift selection and shall be assigned by the Department according to its needs, which may include rotation of shifts until confirmation as a permanent employee.

Section 20.12: Selection of Overtime. To the extent that it is feasible, seniority shall be recognized in offering employees the opportunity to work overtime. In the event nobody accepts the overtime voluntarily, the person with the lowest seniority that is available will be ordered to work the overtime.

Section 20.13: In reference to clerical employees only, an overtime list shall be established by order of seniority. Distribution of overtime will be made in rotation of this list regardless of number of overtime hours. In specific instances, the Employer may offer overtime out of line of the seniority only if specific needs exist, i.e., particular skills not generally possessed by the next employee on the list, finishing a report which an employee has already started, etc. Any such employee shall be charged with this overtime on the list. This exception shall not be used by the Employer to circumvent the principle

of overtime equalization.

21. INSURANCE

Section 21.1: Hospitalization. The City shall provide full paid Blue Cross-Blue Shield MVF-1 coverage with comprehensive hospital, semi-private room, D45NM, F, SA, FC, FAE/RC, VST, and PPNV, plus the Master Medical Option 4 coverage and the \$2.00 prescription rider for each employee and his/her dependents as currently in effect.

Section 21.1: Optical. The City shall provide group optical insurance coverage for each employee and his/her dependents, comparable Blue Cross-Blue Shield vision care certificate presently in effect.

Section 21.3: Life Insurance. The City shall provide life insurance in the face amount of \$25,000 for all seniority employees.

Section 21.4: Dental Plan. The City shall continue to provide the Delta Dental Plan-C, or comparable coverage for each employee and dependents. The annual cap for this benefit is \$1,000 effective in 1996.

Section 21.5: Disability Insurance. The City shall provide disability insurance effective July 1, 1984, 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.

Section 21.6: 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 such duplicate coverage.

Section 21.7: 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 21.8: The City shall be responsible for payment of premiums. The City has the right to change providers on any of the benefits above, provided that the coverage provided is identical or superior to that specified by contract. Furthermore, it is agreed that the performance of new provider shall be reviewed after one (1) year's experience,

and that the continuation of a provider beyond this one (1) year period shall require the consent of the Association. The Association shall have the right to require the City to return to the original provider at the end of the above one (1) year period.

22. VACATIONS

Section 22.1: Seniority employees shall receive vacation as follows:

- A. One to five years of service - ten (10) working days per year.
- B. Five to ten years of service - fifteen (15) working days per year.
- C. After ten years of service - twenty (20) working days per year.

Section 22.2: Eligibility for vacation time earned shall be administered in the following manner:

Section 22.3: An employee will begin to earn vacation time immediately upon hire. At the end of the calendar year of hire, an employee will be eligible for vacation leave. The amount of leave earned will be pro-rated against the vacation allotment as shown above in this Agreement. Thereafter, vacation leave will be earned on a calendar year basis and vacation leave taken in the following calendar year. Consistent with the requirements of the service, employees 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 event of conflict, the employees with the most seniority shall be entitled to vacation preference. Any holiday designated as such in Article 23 of this Agreement which falls during an employee's vacation period, shall not be counted as a day of vacation under this Article. A carry-over of vacation time, not to exceed 10 working days, will automatically be allowed.

Section 22.4: In addition to the above vacation time in Section 22.3, each employee shall receive an extra vacation day in lieu of Birthday holiday.

23. HOLIDAYS

Section 23.1: Each employee covered under this Agreement shall receive twelve (12) paid holidays: New Year's Day, Presidents Day, Easter Sunday (Good Friday for Clerks), Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve Day. In the event an employee is not scheduled to work the holiday, he/she will receive his/her base rate of pay. Every effort will be made to allow an employee to be off duty for the holiday. If the employee is scheduled to work on any designated holiday, he/she will be paid triple time for all hours worked on the holiday.

Section 23.2: For purposes of holiday pay, the day upon which the midnight shift starts is the holiday, since this is the third shift. Employees working the midnight shift will be paid for the full eight hours at holiday rate. Any overtime worked on the midnight shift on the holiday will be paid at the holiday rate. It is further noted that any overtime prior to the day shift on the holiday will be paid out as regular overtime.

Section 23.3: Employees attending church on Good Friday will be allowed from 12 noon to 3:00 p.m., duty free with pay, so long as staffing needs of the department can be maintained.

Section 23.4: When an employee 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.

24. UNIFORMS AND CLEANING AND MAINTENANCE ALLOWANCE

Section 24.1: Upon being employed by the City, employees covered by the terms of this contract shall be provided by the City with the uniforms and equipment which he/she is required to have, consisting of the items hereinafter set forth. However, the City shall not be required to provide a full complement of uniforms before the seasonal need arises.

Uniform and equipment allotment:

- 5 winter shirts and patches
- 3 all season skirts/slacks
- 5 summer shirts and patches
- 3 pair of slacks
- 2 ties
- 1 badge
- 1 vest/sweater

Section 24.2: The City shall pay each employee an annual cleaning, maintenance and replacement uniform equipment allowance in the sum of five hundred dollars (\$500), payable as follows: one-half to be paid on or about April 15, and the balance to be paid on or about August 15.

Section 24.3: An employee leaving the service of the City, whether through resignation, retirement, lay-off, or discharge, is responsible for returning any City property which he/she may have in his/her possession. Failure to return City property will result in the employee's final check being held up with deductions being made for the value of the property.

25. LONGEVITY PAY

Section 25.1: Annually, on or before the first pay in December, the City will pay to employees, in addition to base rate of compensation, longevity payments of:

- A. Two percent (2%) of base compensation after five (5) years of service.
- B. Four percent (4%) of base compensation after ten (10) years of service.
- C. Six percent (6%) of base compensation after fifteen (15) years of service.
- D. Eight percent (8%) of base compensation after twenty (20) years of service.

Employees hired after June 3, 1996 will not receive longevity.

26. MILEAGE REIMBURSEMENT FOR USE OF PERSONAL CAR

Section 26.1: Employees shall receive prompt reimbursement at 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 all members in this bargaining unit.

27. PROTECTION OF HEALTH AND SAFETY

Section 27.1: The City will afford each employee all necessary equipment maintained in proper working order to protect the health and safety of the employees.

28. COPIES OF ORDERS AND REGULATIONS APPLICABLE TO EMPLOYEES

Section 28.1: A copy of any order, general order, rule, regulation, training bulletin or document of a similar nature which applies to more than one employee shall be posted in an appropriate place and copy made available to the Association.

29. MISCELLANEOUS PROVISIONS

Section 29.1: The City may, in its discretion, require that employees submit to medical test and examinations when such tests and examinations are essential to the City in maintaining a capable and safe work force.

30. LEGAL REPRESENTATION FOR EMPLOYEES

Section 30.1: The City shall provide at its expense such legal assistance as shall be required or needed by an employee as the result of acts occurring when and while said

employee was in the good faith performance of his/her police duties and responsibilities. If, for any reason, such legal assistance is denied, then the City shall submit a written report to the affected employee and the Union, setting forth the specific reasons for such denial, which denial and reasons may be the subject of a grievance.

31. TRAINING PROGRAM

Section 31.1: It shall be mandatory for all new dispatchers to receive two weeks training by a senior dispatcher which shall include LEIN instructions.

32. WAIVER CLAUSE

Section 32.1: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any 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 the 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 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.

33. SAVINGS CLAUSE

Section 33.1: 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.

34. DURATION

Section 34.1: This Agreement shall be effective as of the 1st day of July, 1994, and shall remain in full force and effect until the 30th day of June, 1998, 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.


Section 34.2: In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

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

3rd day of June, 1996.

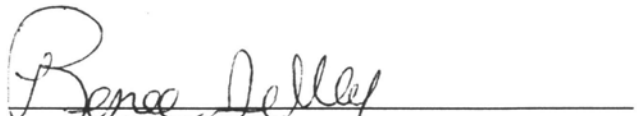
CITY OF NOVI

POLICE OFFICERS ASSOCIATION OF MICHIGAN


Kathleen S. McLaffen, Mayor


Gerald Radovic, Business Agent


Tonni Bartholomew, City Clerk


Renee Jelley, Chief Steward

APPENDIX A

CLERKS & DISPATCHERS SALARY SCHEDULE

JULY 1, 1994 - JUNE 30, 1995

	Start	First	Second	Third
Police Clerk I	20,205	20,560		
Police Clerk II	21,532	22,036		
Police Clerk III	22,792	23,093	23,396	
Dispatcher	21,795	22,642	24,880	27,329

JULY 1, 1995 - JUNE 30, 1996

	Start	First	Second	Third
Police Clerk I	20,811	21,177		
Police Clerk II	22,178	22,697		
Police Clerk III	23,476	23,786	24,098	
Dispatcher	22,449	23,321	25,626	28,149

JULY 1, 1996 - JUNE 30, 1997

	Start	First	Second	Third
Police Clerk I	21,435	21,812		
Police Clerk II	22,843	23,378		
Police Clerk III	24,180	24,500	24,821	
Dispatcher	23,122	24,021	26,395	28,993

JULY 1, 1997 - JUNE 30, 1998

	Start	First	Second	Third
Police Clerk I	22,078	22,466		
Police Clerk II	23,528	24,079		
Police Clerk III	24,905	25,235	25,566	
Dispatcher	23,816	24,742	27,187	29,863