

**AGREEMENT**

between

**CITY OF NOVI**

and

**THE NOVI CLERKS & DISPATCHERS ASSOCIATION**

**OF THE POLICE OFFICERS ASSOCIATION OF  
MICHIGAN**

**Effective 7-1-05 through 6-30-09**

**CLERKS & DISPATCHERS ASSOCIATION  
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## 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

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.

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 herein before 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.

**Section 7.5:** The probationary period for a newly promoted Communications Shift Leader shall be six (6) months. Seniority for purposes of shift bid will be calculated from the date of service in this classification. There is no obligation on behalf of the City to consistently have a Communications Shift Leader on every shift or pay out of classification pay. For all other purposes, seniority will be based on date of hire.

## 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:** To qualify for consideration for Communications Shift Leader, an applicant must have two (2) years seniority as a Dispatcher at the City of Novi. The competitive selection process for this promotion will consist of a written exam at the value of fifty percent (50%), an oral interview at the value of forty-five percent (45%), and seniority points not to exceed five percent (5%) determined at one-half percent (.5%) per year of service. Only those applicants who rate above seventy percent (70%) shall be considered for the promotion.

In the event that a position remains unfilled after the above process has been

completed, the City may open the process to those that have previously tested and to other candidates. The City will test employees and outside candidates that have four or more years of police and/or fire dispatching experience

**Section 9.4:** 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 9.5:** In the event that a vacancy due to attrition remains unfilled beyond the period specified in Section 9.2 above, 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. COMBINED TIME OFF (Dispatch Employees Only)**

**Section 10.1:** The combined time off (CTO) program effective January 1, 2001 will combine all vacation, personal, and sick days into a single benefit bank for compensation during time away from work.

**Section 10.2:** Employees shall be granted combined time off in the calendar year in accordance with the following schedule:

- 0 – 4 years of service = 20 days per year
- 5 – 9 years of service = 25 days per year
- 10 + years of service = 30 days per year

In addition to the above-mentioned CTO days, each Dispatcher shall receive an extra CTO day in lieu of a Birthday holiday.

**Section 10.3:** CTO will be subject to departmental approval. Annual CTO picks will be handled as specified in Section 23.3 of the current Novi Clerks and Dispatchers Agreement. CTO may be taken in three (3) hour increments. Excessive Emergency CTO days may result in departmental investigation and requests for documentation. Evidence of abuse of Emergency CTO may be grounds for disciplinary action.

**Section 10.4:** Eligibility. Employees shall not be eligible for CTO until such time as they have successfully completed their training period unless previously agreed upon at the time of hire. In such cases as emergency situations, a maximum of four (4) days will be permitted.

**Section 10.5:** Employees are encouraged to take CTO as earned. New employee's CTO time will be pro-rated. The maximum carryover will be ten (10) days. The maximum payout will be five (5) days at full pay. Any employee who

is on probation and terminates his/her employment with the City for any reason shall not receive the five (5) days pay out.

**Section 10.6: Unused Sick Time.** Any unused sick time as of January 1, 2001 will be frozen for Dispatchers only. Dispatch employees may use frozen sick time only in cases of a serious injury, illness or accident and may only use such time during the first seven (7) calendar days before the short-term disability policy takes effect. Any time remaining at the time a Dispatch employee terminates his/her employment with the City by way of death, retirement or resignation shall be paid for 50% of any frozen sick time at the hourly rate in effect on September 21, 2000.

**Section 10.8: Holidays.** The City acknowledges the following days as holidays: New Year's Day, Presidents' Day, Easter Sunday, 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. For all Dispatch employees, holidays begin at 07:00 hours the morning of the actual holiday and end at 06:59 hours the following day.

In the event that an employee is not scheduled to work the holiday, he/she will receive eight (8) hours at 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. This pay schedule shall be as follows:

12 hours of base pay  
8 hours of holiday pay (base pay)  
16 hours of straight time overtime

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.

## **11. SICK LEAVE WITH PAY (Clerical Employees Only)**

**Section 11.1:** 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 11.2:** Sick leave shall be used for the purposes of personal illness or disability or illness of an immediate family member. Immediate family members shall consist of children, spouse, mother and father. Attendance to illness of immediate family members shall be limited to a maximum of fifteen (15) days per year. However, after the initial five (5) days are exhausted, approval must be obtained from management before any additional time is granted. A written request including verification from a physician stating the nature of the emergency must be submitted to the Director of Human Resources for review and determination. Requests will only be granted in extenuating emergencies.

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 11.3:** 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 11.4:** 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 11.5:** 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 11.1 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 11.6:** 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 11.7: 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. Effective July 1, 2005, clerical employees covered by this Agreement shall be allowed five (5) personal business days per year to be pro rated 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 Section 11.2 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.

## 12. DUTY DISABILITY LEAVE

**Section 12.1:** 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 12.2:** 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 12.3:** 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 12.4:** 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 12.5:** 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 12.6** 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 12.7:** When an employee is physically able, the employee will accept a limited duty assignment as prescribed below:

**Section 12.8** 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 12.9** 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.

### **13. FUNERAL LEAVE**

**Section 13.1:** 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.

#### 14. LEAVE OF ABSENCE

**Section 14.1:** 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 14.2: 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 14.3: 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 14.4:** 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.

**15. NO STRIKE PROVISION**

**Section 15.1:** 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 15.2:** 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 15.3:** There shall be no lockout by the Employer during the term of this agreement.

**16. VETERANS LAW**

**Section 16.1:** 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.

**17. DISCRIMINATION**

**Section 17.1:** The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status.

**18. BULLETIN BOARD**

**Section 18.1** 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.

## 19. RETIREMENT

**Section 19.1:** 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.

Effective June 30, 2007, the retirement plan shall be revised to Plan B-4. The difference in cost between the B-2 and the B-4 benefit shall be totally funded through employee contributions. Employees shall make contributions from gross earnings to fund the cost for the above benefit as determined by the MERS actuaries. Contributions shall commence effective June 30, 2007. An actuary report shall be ordered by the City by March 30, 2007 for appropriate contribution amounts.

**Section 19.2:** Upon 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 19.3:** 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.

**Section 19.4:** 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. All employees who retire after 7/1/05 shall make retiree health care premiums by way of Direct Payment Program offered by the City. The authorization form shall be executed at the time of eligibility.

**Section 19.5:** 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.

**Section 19.6:** 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.

## 20. WAGES

**Section 20.1:** 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.

All personnel hired after 7/1/05 shall be enrolled in payroll direct deposit.

**Section 20.2:** A shift differential of .30 cents shall be paid to Dispatchers for all hours worked from 7:00 p.m. to 7:00 a.m.

**Section 20.3:** 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 20.4:** 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 20.5:** 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 20.6:** Any employee assigned to Matron duties shall be paid a flat rate of ten (\$10.00) dollars per assignment.

- A. 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.
- B. No matron searches will be performed by employees until after such time as they have successfully completed their training period and have completed the series of Hepatitis vaccinations; or a waiver refusing such Hepatitis vaccinations is signed by that employee. Note that Hepatitis vaccinations will not be offered to new employees until after such time as they have successfully completed their training period.

**Section 20.7:** Retroactive wages for all active and retired City of Novi employees.

**Section 20.8:** The salary for the Communications Shift Leader shall be ten percent (10%) above the top rate of Dispatcher.

**Section 20.9: Prior Experience.** In accordance with the Letter of Agreement dated January 16, 1992, Dispatchers hired by the City of Novi with prior dispatch experience may be credited for a portion of that experience for the purpose of calculating starting salary. Future salary will be based on the adjusted starting rate. It is agreed that placement within the salary range based on prior experience will not occur until the employee has successfully completed the initial training period.

## 21. OVERTIME, STANDBY AND CALL-BACK PAY

**Section 21.1: Clerical Employees' Overtime.** Employees shall receive time and one-half for all work scheduled in excess of seven and one-half (7.5) hours in any one day, in excess of five (5) days in any one work week, as hereinafter defined, or in excess of thirty-seven and one-half (37.5) 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. 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 provisions are for the purpose of providing adequate and reasonable periods of time off.

**Dispatch Employees' Overtime.** 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 twelve (12) hours on the seventh consecutive day. After an employee has worked six (6) 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 provisions are for the purpose of providing adequate and reasonable periods of time off. Dispatch employees will not work more than 16.5 consecutive hours unless declared an emergency by the City. No dispatcher shall be ordered to work overtime if they have worked within the previous 12-hour period.

**Section 21.2: 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.

The schedule for Dispatchers shall be prepared around a basic two (2) week twelve (12) hour shift system. The City will extend its best effort to provide a one-(1) hour lunch period for the Dispatchers while working the twelve (12) hour shift schedule. Dispatchers' shifts shall be defined as follows:

|         |             |
|---------|-------------|
| Days:   | 0700 - 1900 |
| Nights: | 1900 - 0700 |

Scheduling of Clerical shifts both in Court Services and Records shall be done based on seniority with shifts being bid on every three months. Management retains the right to distribute assignments based upon the skills needed for the assignment. Clerical assignments shall be defined as follows:

Court Services: 7:00 AM – 3:30 PM  
8:30 AM – 5:00 PM

Records: 8:00 AM – 4:30 PM  
8:30 AM – 5:00 PM

Per the Letter of Agreement between the City of Novi and the Novi Clerks and Dispatchers Association dated January 1, 2001, all Clerical/Police Clerk employees working the seven and one-half (7 ½) work day shall be given a work schedule setting forth a start time and quit time for each Clerical employee prepared by the department head with a minimum five (5) day notice to the employee. Employees' schedules shall not vary from day to day but must be consistent for a period of not less than one (1) Monday through Friday work week.

**Section 21.3: 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 21.4: On-Call.** Dispatchers shall receive two (2) hours of compensatory time per week that they are on-call. They shall be provided pagers to be kept on their person at all times when on-call.

**Section 21.5: 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 21.6: 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 21.7: 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. However, Dispatchers do have the ability to switch shifts with other dispatchers, provided that at no time will there be two (2) Shift Leaders on the same shift at the same time. The City reserves the right to limit or terminate a Dispatch employee's ability to switch shifts and/or administer disciplinary action if it is found that an employee does not show up to work for the shift trade that he/she has made unless the absence is deemed an emergency approved by management.

**Section 21.8: Pyramid.** There shall be no pyramiding of overtime pay under any

provision of this Agreement.

**Section 21.9: 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 21.10: 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 (40) hours. Use of compensatory time shall be used so as not to interfere with the maintenance of staffing levels within the department.

**Section 21.11:** The current work schedule will remain in effect. The schedule will not be changed except by mutual agreement between the Union and Employer.

**Section 21.12: 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 21.13: Dispatch Members' Selection of Overtime.** When overtime is available, it shall first be offered to the Dispatch employee who is on-call. If this employee does not accept the overtime offered, seniority shall then be recognized in offering employees the opportunity to work overtime. In the event nobody accepts the overtime voluntarily, then the on-call person will be ordered to work the overtime.

**Section 21.14: Clerical Members' Selection of Overtime.** An overtime list shall be established using the round robin method. This shall be done on a calendar year basis, all employees reverting to 0 hours at the beginning of each year. A new list will be established each year by starting with the most senior person, and then overtime will be offered to the next person with the least amount of overtime hours. In case of 2 or more people having the same amount of hours, seniority shall rule. In specific instances the employer may offer overtime outside of this rotation if specific needs exist, i.e. particular skills not generally possessed by the next employee entitled to overtime. Any overtime received by any such employees shall be charged to them on the list. Overtime hours will be posted so that employees will be aware of where they stand on the list. Management shall make every effort to distribute large blocks of overtime equitably among the employees.

## 22. INSURANCE

**Section 22.1: Hospitalization.** The City shall provide 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. A \$10/\$20 prescription drug co-payment will become effective 60 days after the signing of this contract for each employee and his/her dependents. The yearly deductible for this Blue Cross Blue Shield health care plan shall be \$100/\$200 effective January 1, 2006.

Effective January 1, 2007, members shall pay a \$10 office visit co-pay for HAP and BCN health care plans.

Effective January 1, 2006, a contribution of 2 ½% of a member's monthly health care premium shall be deducted on a pre-tax basis once per month through payroll deduction. Effective July 1, 2006, members enrolled in family continuation coverage will contribute 50% of the premium for this coverage pre-tax through payroll deduction.

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**Section 22.2: 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 22.3: Life Insurance.** The City shall provide life insurance in the face amount of \$50,000 for all seniority employees.

**Section 22.4: 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. Effective 7/1/05, orthodontic coverage for dependents under the age of 19 shall have a lifetime maximum of \$1,200.

**Section 22.5: Long-Term Disability Insurance.** The City shall provide long-term 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 22.6: Short-Term Disability Insurance.** The City shall provide short-term disability insurance to Dispatch employees within this Bargaining Unit to commence on the 7<sup>th</sup> day of disability effective January 1, 2001. The short-term disability policy will cease after six (6) months whereas the long-term disability policy will take effect.

The short-term disability policy will be paid at the rate of 65% of the employee's gross wage. Dispatchers will have the option of electing premiums to be included in their wages on a pre-tax basis in February of each year by signing up for the

Health Care Reimbursement Program.

**Section 22.7:** The employer shall have no obligation to duplicate any benefit an employee receives under any other policy with any other employer, notwithstanding the circumstances of eligibility, amount or duration of benefit, and it shall be the obligation of the employee to inform the employer of any such duplicate coverage.

**Section 22.8:** Should the City be obligated by law to contribute to a governmental sponsored insurance program, state, national or otherwise, which duplicates the benefits provided by the City under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the City not be obligated to provide double coverage; to escape such double coverage, the City shall be permitted to cancel benefits or policies which duplicate compulsory governmental sponsored insurance programs; provided, however, the City agrees to maintain the benefit level established by this Agreement, supplementing compulsory policies if necessary.

**Section 22.9:** The City shall be responsible for payment of all premiums except for the mandatory 2½% health care premium contribution. 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.

### **23. VACATIONS (Clerical Employees Only)**

**Section 23.1:** Clerical 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.
- D. Effective 7/1/05, beginning the sixteenth (16) year of service, employees will be given one (1) additional day per year of service to a maximum of twenty-five (25) working days per year.

**Section 23.2:** Eligibility for vacation time earned shall be administered in the following manner:

**Section 23.3:** 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 the event of a conflict, the employee with the most seniority shall be entitled to vacation preference. Once leave time, to include vacation, personal business and comp. time have been approved and posted on the schedule or posted in a vacation book, bumping will not be permitted. Vacation time will be limited to (2) two weeks per employee per shift bid, unless a special request is made and approved by department heads or their designee. Once all employees have had the opportunity to request leave time, they will be allowed to request additional days off within the posted period. Any holiday designated as such in Section 10 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 23.4:** In addition to the above vacation time each employee shall receive an extra vacation day in lieu of a Birthday holiday.

#### **24. HOLIDAYS (Clerical Employees Only)**

**Section 24.1:** 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.

**Section 24.2:** If a holiday falls on a Saturday, it shall be observed on the Friday preceding the holiday. If the holiday falls on a Sunday, it shall be observed on the Monday following the holiday.

**Section 24.3:** When a Clerical employee terminates his/her employment for any reason, he/she shall be entitled to be paid at the time of termination for all holidays that he/she has worked and for which he/she has not yet been paid.

#### **25. UNIFORMS AND CLEANING AND MAINTENANCE ALLOWANCE**

**Section 25.1:** 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:**

- 10 long/short sleeve shirts
- 6 skirts/slacks
- 1 vest/sweater

Effective April 1, 2001, new uniforms will not be purchased for new employees until training has been successfully completed. New employees shall be given a shirt and/or pants, if so desired, from a selection kept on hand until such time as they may obtain their own uniform.

**Section 25.2:** 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 25.3:** An employee leaving the service of the City, whether through resignation, retirement, lay-off, or discharge, is responsible for returning any City property that 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.

**26. LONGEVITY PAY**

**Section 26.1:** 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

**27. MILEAGE REIMBURSEMENT FOR USE OF PERSONAL CAR**

**Section 27.1:** 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.

**28. PROTECTION OF HEALTH AND SAFETY**

**Section 28.1:** The City will afford each employee all necessary equipment maintained in proper working order to protect the health and safety of the employees.

**29. COPIES OF ORDERS AND REGULATIONS APPLICABLE TO EMPLOYEES**

**Section 29.1:** 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.

**30. MISCELLANEOUS PROVISIONS**

**Section 30.1:** The City may, in its discretion, require that employees submit to medical tests and examinations when such tests and examinations are essential to the City in maintaining a capable and safe work force.

**Section 30.2:** The City hereby adopts by reference its "Restricted Assignments" policy hereto attached.

**31. LEGAL REPRESENTATION FOR EMPLOYEES**

**Section 31.1:** 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.

**32. TRAINING PROGRAM**

**Section 32.1:** Specifics of the program will be at management discretion.

**Section 32.2:** Employees covered by this Agreement attending training within the City of Novi limits lasting less than eight (8) hours in duration must return to work after training. Training lasting longer than eight (8) hours in duration will be considered a day worked and employees will not be required to return to work.

**33. WAIVER CLAUSE**

**Section 33.1:** 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.

#### **34. SAVINGS CLAUSE**

**Section 34.1:** 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.

#### **35. DURATION**

**Section 35.1:** This Agreement shall be effective as of the 1st day of July, 2005, and shall remain in full force and effect until the 30th day of June, 2009, 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 35.2:** 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.

#### **36. TUITION REIMBURSEMENT**

**Section 36.1:** The reimbursement of tuition costs shall be governed by the City of Novi Tuition Reimbursement Policy which is herein adopted by reference. Reimbursement for this Bargaining Unit shall be \$1,200.00 per year per employee effective July 1, 2005.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 6th day of July, 2005.

CITY OF NOVI

POLICE OFFICERS ASSOCIATION OF MICHIGAN

Lou Csordas  
Lou Csordas, Mayor

Gerald Radovic  
Gerald Radovic, Business Agent

Maryanne Cornelius  
Maryanne Cornelius, City Clerk

Donna Roy  
Donna Roy, Union Steward



## POLICE CLERK SALARY SCHEDULE

**3.15**

JULY 1, 2005 - JUNE 30, 2006

|                  | Start     | Six Month | First Year |
|------------------|-----------|-----------|------------|
| Police Clerk I   | \$ 29,158 | \$ 29,414 | \$ 29,670  |
| Police Clerk II  | 31,073    | 31,438    | 31,800     |
| Police Clerk III | 32,891    | 33,327    | 33,765     |
| Police Clerk IV  | 34,207    | 34,660    | 35,115     |

**3**

JULY 1, 2006 - JUNE 30, 2007

|                  | Start     | Six Month | First Year |
|------------------|-----------|-----------|------------|
| Police Clerk I   | \$ 30,033 | \$ 30,296 | \$ 30,560  |
| Police Clerk II  | 32,005    | 32,381    | 32,754     |
| Police Clerk III | 33,878    | 34,327    | 34,778     |
| Police Clerk IV  | 35,233    | 35,700    | 36,169     |

**3**

JULY 1, 2007 - JUNE 30, 2008

|                  | Start     | Six Month | First Year |
|------------------|-----------|-----------|------------|
| Police Clerk I   | \$ 30,934 | \$ 31,205 | \$ 31,477  |
| Police Clerk II  | 32,965    | 33,352    | 33,737     |
| Police Clerk III | 34,894    | 35,357    | 35,821     |
| Police Clerk IV  | 36,290    | 36,771    | 37,254     |

**3.15**

JULY 1, 2008 - JUNE 30, 2009

|                  | Start     | Six Month | First Year |
|------------------|-----------|-----------|------------|
| Police Clerk I   | \$ 31,939 | \$ 32,219 | \$ 32,500  |
| Police Clerk II  | 34,037    | 34,436    | 34,833     |
| Police Clerk III | 36,028    | 36,506    | 36,985     |
| Police Clerk IV  | 37,469    | 37,966    | 38,465     |

## APPENDIX C

### RESTRICTED ASSIGNMENTS

Section 1. A City of Novi full time employee who is unable to perform the essential functions of his/her regular job assignment as demonstrated by medical evidence due to a duty or non-duty related disability, may be eligible for a restricted assignment.

- A. **Non-Duty:** An employee may be eligible for a non-duty restricted assignment only after the employee has utilized one hundred sixty (160) hours of accrued sick leave or completes a thirty (30) day waiting period during the six (6) month period following the date of the disability. After either of the above requirements have been met the employee may request a restricted assignment:

In the event of a progressive disability, verified through medical evidence in accordance with Section 6 and 7 below, the employee, at the employee's option, may request a non-duty restricted assignment without first exhausting one hundred sixty (160) hours of accrued sick leave or completing the thirty (30) day waiting period.

- B. **Duty:** An employee may be eligible for a duty restricted assignment at which time it is verified through medical evidence of the employer's physician.

Section 2. The request for restricted assignments will be considered upon the submission of the medical documentation set forth in Section 6 below. The City may require additional medical documentation as set forth in Section 7 below before considering the request.

Section 3. The number, if any, and the duration of restricted assignment positions available at any time shall be within the sole discretion of the Department. The functions, duties and scheduling of the restricted assignments shall be determined by the Department. The Department reserves the sole right to modify and/or eliminate restricted assignment positions.

Section 4. If a restricted assignment is available as determined by the Department and the employee is medically able to perform the functions of the restricted assignment, the employee may return to work at his/her regular base salary in the restricted assignment.

Section 5. Non-duty restricted assignments may be granted only during the six month period immediately following the date of disability. All restricted assignments are subject to the following conditions:

- A. The employee continues to be disabled as defined in Section 1.  
B. The restricted assignment continues to be available as determined by the Department.

- C. The employee performs satisfactorily in the restricted assignment as determined within the sole discretion of the City.
- D. The City receives all of the medical information it deems necessary pursuant to Sections 6 and 7.
- E. Each non-duty restricted assignment will continue for no more than six months following the date of the employee's disability. Each duty related assignment will continue for no more than one year following the date of the employee's disability

**Section 6.** The City may require the employee to periodically submit detailed medical information from the employee's physician to determine whether the employee is disabled from performing the essential job functions, with or without accommodation, of his/her regular job assignment and/or to determine whether the employee can perform the duties and functions of the restricted assignment.

**Section 7.** The City may require the employee to submit to physical and/or mental tests and examinations by the City appointed physician to determine whether the employee is disabled from performing the essential job functions, with or without accommodation, of his/her regular job assignment and/or to determine whether the employee can perform the duties and functions of the restricted assignment. The City will pay the costs of such tests and examinations.

6/28/00