

AGREEMENT

between

CITY OF NOVI

and

MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES

Effective 7/1/2021 - 6/30/2025

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

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THIS AGREEMENT, made and entered into this ____ day of _____, 2021 by and between the City of Novi, Employer, located at Novi, Michigan, party of the first part, hereinafter "City", and Michigan Association of Public Employees.

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

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

ARTICLE 1 - RECOGNITION

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

*Unit 1 - All non-supervisory employees, but excluding confidential employees and supervisors.

ARTICLE 2 - UNION SECURITY AND CHECK-OFF

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

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

repealed this section shall revert to the language as written in prior contracts including the provision to pay union dues for all employees represented in this group.

ARTICLE 3 - CLASSIFICATIONS

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

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

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

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

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

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

Section 3.6. The following positions shall be considered to be continuous classifications: Customer Service Rep, Account Clerk, Planning Assistant, Light Equipment Operator, Facilities Maintenance, Residential Appraiser, and Code Compliance Officer. Placement and advancement to the various steps and ranges

of these positions shall be subject to and governed by the following rules:

- A. All new hires shall be placed in the lowest step in the position range.
- B. Any existing employee who is promoted to one of these positions shall be placed in the step which is the next highest from their existing salary. There will be no increase less than ten cents per hour.
- C. Movement to the next step within these positions will be based on 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 of Meets Expectations on the employee evaluations conducted during this two year period. If no evaluation has been completed, the employee's performance will be considered satisfactory for classification purposes only.
 - 3. To advance with the established steps and from one range to another, employee must successfully receive a minimum of meets expectations on the employee evaluations conducted during this two year period. If no evaluation has been completed, the employee's performance will be considered satisfactory for classification purposes only.
- D. Seniority earned in a parallel or higher classification shall be credited toward an employee's placement in the salary schedule of a continuous classification of a lower position, assuming that the duties of the two positions are similar in nature and that the employee possesses the necessary experience and qualifications to perform the duties of the new position.

ARTICLE 4 - PROBATION

Section 4.1. The City shall grant new employees seniority after working twelve (12) continuous months. 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 application for employment, the one with the earliest date of application having the greatest seniority.

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

ARTICLE 5 - SUBCONTRACTING

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

ARTICLE 6 - SENIORITY

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

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

- A. An employee quits.
- B. An employee is discharged for just cause.
- C. An employee is absent for two consecutive working days without notifying his supervisor. After such absence, the City will send written notification by certified mail to the employee at his last known address that he/she has lost 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. If an employee is absent for two consecutive working days and cannot notify their supervisor due to an emergency condition, they must contact the supervisor within one day of having the ability to do so.
- D. If he/she does not return to work from sick leave and leaves of absence within two days of the end of the leave.
- E. For participation in any unauthorized strike, slowdown, speedup, walkout or other interruptions of normal operations of the City of Novi.

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

Section 6.4. An employee who is promoted from the bargaining group to either a union or non-union position shall serve a twelve month probation. The employee will have ninety (90) days to request to be returned to their prior union position. If returned, he/she shall be returned to his/her former classification and pay. After ninety days, employee loses their right to return to prior union position. Employee may apply for other open positions within the City which they may be qualified for.

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

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

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

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

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

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

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

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

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

Section 6.6. Promotions and Transfers: A laid off employee shall be considered as still

employed for bidding on any posted vacancy. A laid off employee does not lose his/her seniority unless he/she fails to return to work when recalled as specified in Article 11, Paragraph D, and continues to accumulate seniority for up to one year during the period of the layoff.

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

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

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

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

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

ARTICLE 7 - DISCIPLINARY LAYOFF AND DISCHARGES

Section 7.1. The City may discharge or discipline any seniority employee only for just

cause. Probationary employees may be discharged for any reason. It shall be the policy of the City that disciplinary action will follow the principle of being both corrective and progressive in nature.

Section 7.2. Within a two year period following the insertion of a letter of reprimand in the personnel file of any member, he/she may ask that a review be made by the Human Resource Director, and unless there is a legitimate reason otherwise, the letter will be removed.

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

ARTICLE 8 - GRIEVANCE PROCEDURE

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

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

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

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

reference, shall state the contention of the employee and of the union with respect to the provisions, shall indicate the relief requested, and shall be signed by the employee.

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

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

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

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

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

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

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

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

ARTICLE 9 - STEWARDS

The employer recognizes the right of the local union to elect a Chief Steward and Deputy Stewards from specific employment activities not to exceed a deputy for Secretaries/Clerks, Public Works, and Building Inspectors. The authority of the Chief Steward so elected or appointed by the local union shall be limited to, and shall not exceed, the following duties and activities:

- A. The investigation and presentation of grievances with his employer or the designated employer representative in accordance with the provisions of the collective bargaining agreement.
- B. The transmission of such messages and information, which shall originate with, and are authorized by the local union or its officers, provided such messages and information
 - a. have been reduced to writing, or;
 - b. if not reduced to writing are of a routine nature and do not involve work stoppage, slow-downs, or any other interference with the employer's business.
- C. The Chief Steward and/or Deputy Stewards have no authority to take strike action, or any other action interrupting the employer's business. The employer shall have the authority to impose proper discipline, including discharge, in the event the Steward has taken unauthorized strike action, slow-down or work stoppage in violation of this Agreement. The Steward shall be permitted time to investigate, present and process grievances on the employer property without the loss of time or pay during this regular working hours. In each and every instance where such time is required during working hours, the Steward will estimate the amount of time needed and receive approval from his/her immediate supervisor. No reasonable request for time away from the job for union business will be denied.
- D. No more than one Steward shall be allowed to investigate, present, or process grievances at any one time. The Department Steward shall be included if

requested.

- E. The Steward shall first receive the approval of his supervisor to leave his work, no additional employee shall be allowed time off to accompany the Steward. Abuse of time away from the job, or abuse of any provision of this section, shall be cause for appropriate discipline.
- F. All appointed or elected Chief Stewards and Department Stewards shall be included in contract negotiations, but not to exceed four. Negotiation sessions will be scheduled at mutually agreeable times. All time spent during regular working hours in negotiations for any steward will be compensated at the appropriate rate. No time spent before or beyond regular working hours will be compensated.

The City agrees to allow up to twenty-four (24) hours per fiscal year for the Chief Steward and Department Stewards for the purpose of conducting union business limited to the following: attending union conferences and educational seminars which relate to the bargaining unit, provided seven working days written notice is given to the employer by the union. The City agrees to allow up to forty (40) hours per fiscal year for the Chief Steward and Department Stewards for purpose of conducting union business limited to the following: Contract negotiations, disciplinary hearings, grievances and arbitrations. If contract negotiations extend beyond the expiration date, or the group has exhausted their forty (40) hours for the fiscal year, additional time may be granted for the bargaining team to complete the negotiation process. A written notice must be provided to the employee's Department Director or their designee, a minimum of forty-eight (48) hours in advance specifying the dates/times/union personnel who will be in attendance at any business. For purposes of union business such as a disciplinary hearing, notice should be provided at such time as union representative is advised.

ARTICLE 10 - ABSENCE

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

Section 10.2. Paid Time Off. Paid Time Off (PTO) is an all-inclusive leave bank system that provides pay to employees when they are away from work. Effective July 1, 2021, employee's existing vacation, personal business, and sick banks will be converted into one PTO bank. In the event an employee will be away from work for an illness or injury lasting more than three consecutive days, please refer to the City's

Family Medical Leave Policy. Illness or injuries lasting more than five (5) days, the pertinent Short Term Disability Policy.

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

For employees working scheduled 8 hour days:

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

For employees working scheduled 7.5 hour days:

<u>Years of Service</u>	<u>Annual Paid Time Off</u>
1 – 4	172.5 hours (23 days) – Maximum carry over 75 hours
5 – 9	210 hours (28 days) – Maximum carry over 112.5 hours
10 – 16	247.5 hours (33 days) – Maximum carry over 150 hours
17+	285 hours (38 days) – Maximum carry over 187.5 hours

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

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

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

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

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

Unscheduled Leave: In such cases of unscheduled leave (Emergency or EPTO) employee shall notify the Department Director or their designated department contact within one (1) hour of their start time, or as soon as reasonably able, in the case of an emergency, of their absence. Failure to do so, absent a bona fide medical emergency, may result in the employee being considered absent without leave and subject to disciplinary action and/or termination. The employer reserves the right to require satisfactory proof of illness or investigate, which may include a physician's statement or other such evidence for any EPTO; including wherein a reasonable basis exists, including but not limited to a pattern of EPTO, or absences in excess of three (3) consecutive work days. Excessive EPTO hours in any given month may result in a medical referral (fitness for duty) or disciplinary action. A pattern may include weekly absences, a day at the beginning or end of a scheduled vacation, routine EPTO calls on Mondays or Fridays, etc.

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

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

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

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

UNPAID LEAVE OF ABSENCE

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

Section 10.4. An employee will take a health leave of absence pursuant to this section at any time during the employee's pregnancy if the employee is unable to satisfactorily perform her assigned duties. A seniority employee who has earned seniority at the time the leave is to commence who is unable to perform her assigned duties shall, at the written recommendation of a physician be granted a maternity leave of absence for up to the length the employee's seniority or three months, whichever is less. A written request for such leave must be submitted to the City Manager as soon as possible after the pregnancy has been determined. When the employee can furnish her physician's statement certifying her fitness to perform her assigned duties, she shall be allowed to continue to work provided that the City reserves the right to require additional medical certification of the employee's fitness to perform her assigned duties if such fitness is questioned. At least thirty days prior to the expiration of the leave, the employee shall notify the City in writing of her intent to return to work accompanied by a written statement from a physician selected pursuant to Article 14, Section 10, certifying the physical and mental fitness of the employee to fulfill her duties. Upon expiration of the leave, the employee will be returned to her former classification, providing she can perform the available work. The City of Novi agrees to provide pregnancy benefit protection no less than required by State Law.

Section 10.5. The City of Novi will continue to provide medical coverage to those employees off work due to a non-duty related injury, illness or disability provided such injury, illness or disability leave is approved. This coverage will continue while employee is on approved FMLA and/or Short Term Disability. A doctor's statement verifying the employee's medical condition will be required in order to process any requested medical leave. Upon request by employee, HR will e-mail a health care invoice to employee for required health care contribution.

ARTICLE 11 - LIMITATION OF AUTHORITY AND LIABILITY

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

Section 11.2. Any individual employee or group of employees who willfully violate or

disregard the arbitration and grievance procedure set forth in Article 8 of this Agreement, may be summarily discharged by the employer without liability on the part of the employer or the union.

ARTICLE 12 - MANAGEMENT RIGHTS

Section 12.1. The union recognizes the City's right to manage its affairs and direct its work force within the existing framework of the statutes of the State of Michigan to maintain the City of Novi in the County of Oakland, as efficiently and at the lowest possible cost consistent with the fair labor standards. Further, the City has all the customary and usual rights, powers, functions and authority of management. It is recognized that the management of the City, the control of its properties and the maintenance of the City, the control of its properties and the maintenance of order and efficiency is solely a responsibility of the City. Among the rights and responsibilities belonging to the City are: the rights to decide the number and location of its facilities, work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery, tools, procurement, designing, engineering and the control of equipment and materials, and the right to purchase services of others. It is understood and agreed that none of the foregoing rights and responsibilities will be exercised in a manner which is inconsistent with the provisions of this agreement.

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

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

Section 12.4. The union recognizes that no disputes are subject to the grievance procedure or any arbitration procedures unless they arise from disagreements concerning the interpretation of this contract.

ARTICLE 13 - DISCRIMINATION

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

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

ARTICLE 14 - GENERAL

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

Section 14.2. The City of Novi has the authority to determine who will drive a City vehicle, to establish vehicle operator standards, and to revoke the right to drive municipal vehicles for failure to meet the standards (Motor Vehicle Operations Policy). Employees who do not meet the driving record standards will be subject to disciplinary action, up to and including removal of driving privileges and termination of employment. All employees who drive City vehicles will be enrolled in the State of Michigan Driving Record Subscription Service. Effective upon contract ratification, all new hires of the Department of Public Works, Water and Sewer, and Parks, Recreation and Forestry Departments are required to obtain (during his/her probationary period) and must maintain as a condition of employment a Class A CDL license with air brake and tank endorsement. CDL Drivers must maintain a valid medical card.

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

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

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

Section 14.3. Should the employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15 - VACANCIES AND PROMOTIONS

Section 15.1. Promotions shall be filled based upon qualifications, ability, merit, and where equal, by giving preference to the employee with the greater seniority. The City may only hire outside applicants where no qualified bargaining unit member applies for the position. Qualifications, ability and merit shall be determined by the employer and based upon experience, performance, and the ability to maintain effective working relationships with others.

Section 15.2. Job vacancies other than staff positions will be posted on the bulletin board for a period of seven calendar days. The employee selected for the job vacancy will have a twelve (12) month probationary period to qualify for the job. An employee may acquire seniority in the new position after working twelve (12) continuous months. During the probationary period, the employee will receive the rate of pay of the job he/she is performing. If the employee is not qualified for the job vacancy, he/she shall be returned to his/her former classification and pay.

Section 15.3. An employee who is promoted from the bargaining group to either a union or non-union position shall serve a twelve month probation. The employee will have ninety (90) days to request to be returned to their prior union position. If returned, he/she shall be returned to his/her former classification and pay. After ninety days, employee loses their right to return to prior union position. Employee may apply for other open positions within the City which they may be qualified for.

Section 15.4. In filling temporary job vacancies the City will give due consideration to qualifications and seniority.

Section 15.5. An employee assigned to work in a higher classification for two hours or more per calendar day will receive the higher rate of pay. Employees assigned to perform temporary supervisory duties shall not receive a higher rate of pay unless the assignment lasts eight or more working hours in a twenty-four hour period and have been specifically assigned by the supervisor. An employee assigned to work in a lower classification shall not suffer a reduction in pay unless the reassignment is pursuant to Article 6 of this agreement.

Section 15.6. Employees who work either seasonal, temporary, part-time or in cases of

emergency shall not be covered by this agreement and will not be used to undermine the union.

ARTICLE 16 - EQUIPMENT ACCIDENTS AND REPORTS

Section 16.1. The City of Novi agrees to meet all occupational safety regulations as required under State and Federal law.

Section 16.2. Employees shall immediately report all accidents to their supervisors and reduce same to writing by the end of the workday or by no later than the end of the next workday, provided the employee is not incapacitated by the accident. In the event of incapacity, a report will be given at the earliest possible date. Employees injured on the job will be sent to a City appointed physicians only. Under no circumstances should an employee report to a physician of his/her choice unless prior approval is received from the City. In the event of an emergency, an injured employee will receive treatment at the closest appropriate medical emergency facility.

Section 16.3. All defects in equipment shall be reported to the City promptly. The City recognizes its obligation to investigate defects.

Section 16.4. Employees covered hereby, in the performance of their jobs, shall at all times use safety devices and protective equipment which will be furnished to them hereunder and will comply with the safety, sanitary, or fire regulations issued by the City. Failure to report defects or accidents as outlined hereunder, or failure to follow the provisions of this article will be grounds for the appropriate disciplinary action.

ARTICLE 17 - SEPARABILITY AND SAVINGS CLAUSE

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

ARTICLE 18 - SAFETY COMMITTEE

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

ARTICLE 19 - COURT AND FUNERAL LEAVE

Section 19.1. City employees who have been called for jury duty, or subpoenaed to Court on any City business, will be paid the difference between their daily wages and

the daily jury duty fee and other court compensations paid.

Section 19.2. City employees shall be paid up to five days' pay, if needed, to attend the funeral of father, mother, mother-in-law, father-in-law, sister, brother, wife or husband or child, stepbrother, stepsister, stepmother, stepfather, stepchild.

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

Section 19.4. City employees shall be paid two days' pay, if needed, to attend the funeral of their brother-in-law, sister-in-law, niece or nephew, aunt or uncle.

ARTICLE 20 - WORKERS' COMPENSATION

Section 20.1. The City of Novi shall provide Workers' Compensation protection for all employees covered by this agreement. Protection shall not be less than provided by State Law.

Section 20.2. A "Duty Disability Leave" shall mean a leave required as a result of the employee incurring a compensable illness or injury covered by the Michigan Worker's Compensation Act while in the employ of the City.

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

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

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

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

When an employee who sustains an injury or illness while on or off duty, may be returned to work on limited duty at the discretion of the City. His/her activities on limited duty are to be prescribed by his/her own physician. Additional limited duty time may be authorized with his/her activities during the extended limited duty also to be prescribed by the employee's own physician and the employer's physician.

ARTICLE 21 - INSURANCE

Section 21.1. Hospitalization: The City will continue to have the right to select the plan carrier, and/or to become self-insured, provided that the coverage shall be, on the whole, substantially equal or better than the level of coverage in effect in the July 1, 2021 through June 30, 2025 Collective Bargaining Agreement between the City and the Union (current Summary of Benefits attached). It is further agreed that the only liability assumed under this Article is to pay the premiums as provided herein. The City will provide at least sixty days' notice, if possible, of impending changes and, at the request of the Union, shall meet and discuss said possible changes. Any claim settlement between the employee and the insurance carrier shall not be subject to the grievance procedure.

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

Section 21.2. Optical: The City shall provide group optical insurance coverage for each employee and his/her dependents, comparable to the extra benefits program presently provided by the City.

Section 21.3. Life Insurance: The City shall provide life insurance in the face amount of \$50,000 for all seniority employees.

Section 21.4. Dental: The City shall continue to provide the current dental plan or a substantially comparable dental plan with an annual cap of \$1000 per enrollee. Effective January 1, 2022, the annual cap shall be increased to \$1,500 per enrollee. The City will provide orthodontic coverage for eligible dependents up to age 19 with

a \$1,500 lifetime cap.

Section 21.5. Short Term Disability Insurance: Employees shall receive a Short Term Disability Policy provided by the City which shall consist of a seven calendar day (five work days) waiting period for which employees may utilize their PTO time. The STD policy shall pay at the rate of 75% for the first sixty work days and 66% for the remaining duration of the injury or illness to a maximum weekly benefit of \$1,200, up to a maximum of twenty-six weeks. If the employee chooses not to utilize the City STD Policy for an extended illness/injury leave, they may utilize their PTO time. All health care premiums must be paid and current while on leave in order to continue to receive said benefits. Upon request by employee HR will e-mail a health care invoice to employee for required health care contribution.

Section 21.6. Long Term Disability Insurance: The City shall provide disability insurance effective July 1, 1986, which will pay sixty percent of an employee's salary at time of disability for a period not to exceed five years. Such coverage shall become effective after a period of six months of continuous disability. The City shall continue health insurance coverage for the first six months of Long Term Disability. All health care premiums must be paid and current while on leave in order to continue to receive said benefits. Upon request by employee, HR will e-mail a health care invoice to employee for required health care contribution.

Section 21.7. The employer shall have no obligation to duplicate any benefit an employee receives under any other policy with any other employer notwithstanding the circumstances of eligibility, amount or duration of benefit, and it shall be the obligation of the employee to inform the employer of any and all insurance coverage enjoyed by said employee other than coverage provided by the employer herein a party.

Section 21.8. 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 21.9. The City will continue to have the right to select the carrier, to change carriers, and to become self-insured, provided that the coverage provided is equal to or substantially comparable to the coverage currently in place. It is further agreed that the only liability assumed under this article is to pay the premiums, as outlined above. Any claim settlement between the employee and the insurance carrier shall not be the responsibility of the City.

Section 21.10. It is hereby agreed that the City and the Union shall continue to jointly

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

ARTICLE 22 - RETIREMENT

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

Section 22.1. Effective March 1, 2007, the retirement plan shall be revised from Plan B-2 (2.0% multiplier) to Plan B-3 (2.25% multiplier). Eligible employees shall be responsible for all costs associated with the B-3 benefit. Employee contributions shall be from MERS eligible gross earnings and deducted through payroll deductions. An actuary report shall be ordered to provide the employees with a current cost for this benefit. Effective June 30, 2011, for purposes of computing reportable earnings for final average compensation (FAC), combined overtime hours will be capped at 350 hours per fiscal year (based on pay records from July 1 to June 30 of each fiscal year).

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

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

Section 22.2. Effective on December 1, 2006, all employees hired on or after this date shall be enrolled in a MERS Defined Contribution Program. The City shall contribute eight (8%) percent of the employee's MERS eligible gross wages and the employee shall make a mandatory contribution of three (3%) percent of MERS eligible gross wages. The MERS Defined Benefit Retirement Program will no longer be available to employees hired on or after the above date.

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

Section 22.4. Effective July 1, 2024, City shall contribute an additional one (1%) percent of eligible gross wages into employee's Defined Contribution Program for a total City contribution of ten (10%). Employee shall make a mandatory contribution of an additional one (1%) percent for a total employee contribution of five (5%) percent.

Section 22.5. All employees hired on or after December 1, 2006, shall be enrolled in a Retiree Health Savings Account. The City will contribute fifty dollars per pay to the employee's RHS account. Employees hired on or after December 1, 2006, will not be eligible for Retiree Health Care Insurance or any health-related benefit through the

City. A vesting schedule will apply. Effective upon City Council approval (8/14/17), eligible employees shall contribute twenty-five dollars per pay into their Retiree Health Savings Account. The vesting schedule shall be: three years – twenty-five percent; five years – fifty percent; seven years – one hundred percent.

Section 22.6. Effective July 1, 2021, the City shall contribute three (3%) percent of eligible employee's base wages into employee's Retiree Health Savings (RHS) Account. Employee shall contribute 1.5% of their base wages into their RHS Account.

ARTICLE 23 - HOLIDAYS

Section 23.1. All employees will be eligible to receive holiday pay under the following regulations: Employees will be paid their current rate based on an eight hour day (seven and one half hour day for Clerical employees) for paid holiday. To be eligible to collect holiday pay, employees must work the regular workday immediately preceding and following the holiday. In order to take a sick day on either the regular workday immediately preceding or following the holiday, employees must supply the City with medical documentation. Employees on a pre-approved medical leave extending through a holiday shall not be required to furnish additional documentation in order to receive pay for the holiday provided the employee is on the payroll. If a holiday falls on a Saturday, it will be observed on Friday and if it falls on Sunday, it will be observed on Monday.

Section 23.2. The thirteen holidays shall be as follows:

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

Section 23.3. Employees required to work on a legally established holiday as recognized in this Agreement will be paid double time for actual hours worked.

ARTICLE 24 - LONGEVITY PAY

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

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

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

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

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

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

ARTICLE 25 - OVERTIME AND HOURS OF WORK

Section 25.1. The regular workweek is established as seven and one half hours a day between the hours of 8 am and 5 pm, five days a week for all clerical employees and eight hours a day, five days a week for all other employees. All field employees currently working 7:30 am to 4 pm will not be affected by the above language. Clerical employees working at the DPW site will continue to work 7:30 am to 4 pm except will now be entitled to a one-hour break for lunch. The City reserves the right to establish its employees work schedule to meet the requirements of the City.

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

Section 25.3. Overtime pay will be one and one-half times the hourly rate for all hours worked in excess of seven and one half hours for clerical employees and eight hours for all other employees in any one day or over forty hours in any week.

Section 25.4. Overtime pay shall be two times the hourly rate for all time worked on Sunday.

Section 25.5. An employee reporting for call-in assignments shall be guaranteed three (3) hours pay at the rate of one and one-half times his hourly rate. A call-in assignment shall be defined as follows: When an employee is unexpectedly called to temporary duty at a time when he/she would not normally be scheduled to work. Hours worked contiguous to employee's normal shift shall not be considered call-in assignments, however the employee shall be entitled to work their full shift.

Section 25.6. Overtime worked will be permitted only when authorized by a department head.

Section 25.7. There shall be no pyramiding of overtime pay under any provision of this agreement. Department overtime shall be offered to qualified individuals based on

seniority, except for DPW and Park Maintenance as indicated below. When an employee is already working on an assignment and overtime becomes available in order to continue working on that assignment, that employee shall be given the opportunity to work that overtime and that opportunity shall not be subject to the call-in list. Continuous overtime for less than 3 hours shall not be considered an event for purposes of minimum division overtime requirements only hours worked/refused will be charged.

Section 25.8. DPW and Parks Maintenance overtime shall be offered on a rotating basis within division. Employees who are offered the opportunity to work overtime and refuse it shall be charged the amount of overtime worked by the employee who does the required work for the purpose of equitable distribution of overtime (to a maximum of 14 hours within a 24-hour period). For purposes of equalization of overtime, all hours paid will be converted to straight time hours. The next overtime opportunity shall be offered to the qualified employees with the least number of hours. The overtime record of hours will be continuous for the duration of each fiscal year within the contract.

The above section, 25.8, shall supersede the MOU dated February 3, 2016, regarding overtime eligibility.

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

DPW and Parks Maintenance employees will be required to maintain a minimum of forty percent (40%) division overtime participation unless the employee is officially excused from working overtime. DPW Mechanics shall be exempt from the forty percent (40%) requirement. Measured percentages will be calculated based on an average of an employee's percent response to division offered events and an employee's percent worked of total division hours offered. Administration will be responsible to track and document percentages.

Employees may be excused from overtime based on the merit of an individual's request. Request will be reviewed by a committee including the division manager, human resources and a MAPE representative. Management reserves the right to limit or deny the request if it is determined to be a detriment to department procedures.

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

An employee will be charged for overtime unless they are on an approved leave; vacation, sick or personal. If an employee wants overtime during a leave, their Supervisor must have that request in writing. An employee on an approved leave on a Friday will be considered to be unavailable until the start of their normal shift the following Monday unless they otherwise notify their immediate Supervisor in writing.

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

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

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

Section 25.10. Double time shall be paid for all hours worked in snow removal and water main breaks outside the normal work hours. All normal work hours shall be paid at the regular straight time rate of pay. The payment of double time after fourteen continuous hours during any twenty-four hour period shall only apply to those clerical hours worked during an election.

Section 25.11. The City will pay a seventy-five cent shift premium on scheduled afternoon shifts, defined as shifts starting at 3 pm and ending at 11 pm.

Section 25.12. "On call" coverage shall be established for DPW & Park Maintenance field workers only for after-hours service and shall be on a voluntary basis. Solicitation will be made using the existing overtime equalization lists, as posted. The employee holds the responsibility for volunteering for on call duty, which will be awarded based on list equalization. Any hours worked by on-call personnel shall not be utilized in calculation of the divisional percentage minimum.

On call assignments will be for a period of one calendar week at a time, typically beginning on a Monday and ending the following Sunday. If a holiday falls on a Monday, then the on call employee will be responsible for working until the start of the next business day.

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

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

call employee's designee shall also notify the Employer that he/she has accepted the on call employee's assignment.

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

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

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

Section 25.13. Emergency Overtime – Employees must work overtime which results from an emergency situation. (The existence of an "emergency situation" shall be based on the common definition of the word "emergency" and shall not depend on the declaration of a City-wide emergency.) Failure to work the overtime shall subject the employee to discipline under Article 7 of the Agreement. However, employees shall be excused from this requirement in cases of illness, fatigue or any other cause as to make it unsafe for him or her to begin or continue to operate a motor vehicle or City equipment. The City may require the employee to reasonably substantiate or explain the grounds for his/her excuse.

Section 25.14. A four day per week, ten hour per day schedule (hereinafter referred to as a 4-10 schedule) will be established on a voluntary seniority basis for DPW field workers during times of the year when it is deemed necessary by the Employer. Those individuals who volunteer to work a 4-10 schedule will work either a Monday-Thursday or a Tuesday-Friday schedule for a two-week pay period based on seniority. While on a 4-10 schedule, sick days, personal days, and vacation days will be charged at ten hours per day. A 4-10 schedule will not be implemented during a week when a City holiday occurs.

Section 25.15. All field employees shall receive a City-issued cell phone and shall be accessible by phone during work hours. Voicemail shall be set up and activated.

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

Section 25.17 Scheduled overtime shall be solicited a minimum of 72 hours in advance of event.

ARTICLE 26 - WAGES

Members of this bargaining unit shall receive the following wage increases:

7-1-21 – 2.75%

7-1-22 – 2.25%

7-1-23 – 2.50%

7-1-24 – 2.50%

Effective July 1, 2022, DPW and Parks Maintenance employees, as identified in Section 27.12, who meet and exceed the 40% minimum overtime requirement will receive the following annual overtime worked bonus: 41-50% - \$300; 51-60% - \$400; 61-70% - \$500; 71-80% - \$600; 81-90% - \$700; 91-100% \$1,000. Payments shall be made on the first payroll in July. DPW Mechanics shall be exempt from this bonus payment.

Effective July 1, 2021, an S-license premium shall be paid to eligible employees. The premiums shall be paid for the highest S-license held by the employee. Going forward the premium payment identified below shall be paid to employees at such time as they receive their re-certification.

S-4 - \$400

S-3 - \$500

S-2 - \$600

S-1 - \$750

ARTICLE 27 - SAVINGS CLAUSE

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

ARTICLE 28 - WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the City and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

ARTICLE 29 - MAINTENANCE OF CONDITIONS

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

ARTICLE 30 - TERMINATION OF AGREEMENT

Section 32.1. This agreement shall be in full force and effect from July 1, 2021 to and including June 30, 2025. Should either party desire to renegotiate this agreement notice must be served one hundred eighty days prior to the termination date. Failure to serve notice of intent to renegotiate will extend this agreement in full force and effect for an additional twelve month period following the date of termination.

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

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

July 1, 2021- June 30, 2025 Collective Bargaining Agreement

IN WITNESS WHEREOF, the parties hereto have set their hands and seals
this 15th day of July, 2021

CITY OF NOVI



Robert J. Gatt, Mayor

Courtney Hanson
Courtney Hanson, City Clerk

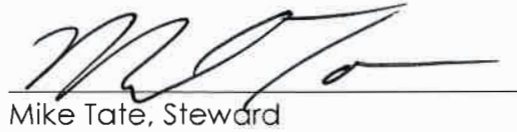
MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES



Chad Trussler, Business Agent



Stacey Hunter, Chief Steward



Mike Tate, Steward



Maureen Underhill, Steward



Sarah Marchioni, Steward

MAPE SALARY AND WAGE SCHEDULE
JULY 1, 2021 - JUNE 30, 2022
CLERICAL (75 HOUR BI-WEEKLY SCHEDULE)
+ 2.75%

RANGE	CLASSIFICATION		START	SIX MONTHS	ONE YEAR
1	CUSTOMER SERVICE REP I	A	41,215	41,642	42,060
		H	21.136	21.355	21.569
		BW	1,585.20	1,601.63	1,617.68
2	CUSTOMER SERVICE REP II	A	42,828	43,249	43,696
		H	21.963	22.179	22.408
		BW	1,647.23	1,663.43	1,680.60
3	ACCOUNT CLERK I	A	44,097	44,530	44,949
	CUSTOMER SERVICE REP III	H	22.614	22.836	23.051
		BW	1,696.05	1,712.70	1,728.83
4	ACCOUNT CLERK II	A	45,375	45,800	46,225
	CUSTOMER SERVICE REP IV	H	23.269	23.487	23.705
	PLANNING ASSISTANT I	BW	1,745.18	1,761.53	1,777.88
5	ACCOUNT CLERK III	A	46,648	47,069	47,498
	PLANNING ASSISTANT II	H	23.922	24.138	24.358
		BW	1,794.15	1,810.35	1,826.85
6	ACCOUNT CLERK IV	A	48,586	49,029	49,472
	ASSESSING COORDINATOR I	H	24.916	25.143	25.370
	HR COORDINATOR I	BW	1,868.70	1,885.73	1,902.75
7	SENIOR CUSTOMER SERVICE REP	A	50,599	51,026	51,443
		H	25.948	26.167	26.381
		BW	1,946.10	1,962.53	1,978.58
8	BENEFITS COORDINATOR	A	54,779	55,343	56,683
	BOND COORDINATOR	H	28.092	28.381	29.068
	PROJECT COORDINATOR	BW	2,106.90	2,128.58	2,180.10
	ASSESSING COORDINATOR II				
	HR COORDINATOR II				

MAPE SALARY AND WAGE SCHEDULE
JULY 1, 2021 - JUNE 30, 2022
NON-CLERICAL
+ 2.75%

RANGE	CLASSIFICATION		START	SIX MONTHS	ONE YEAR
9	LIGHT EQUIP OPERATOR 1	A	47,788.00	48,224.80	48,659.52
		H	22.975	23.185	23.394
		BW	1,838.00	1,854.80	1,871.52
10	FACILITIES MAINTENANCE 1	A	51,835.68	52,274.56	52,700.96
	LIGHT EQUIP OPERATOR II	H	24.921	25.132	25.337
	PARK MAINTENANCE I	BW	1,993.68	2,010.56	2,026.96
11	FACILITIES MAINTENANCE II	A	55,142.88	55,575.52	56,020.64
	GIS/NEAMS TECHNICIAN	H	26.511	26.719	26.933
	HEAVY EQUIP OPERATOR	BW	2,120.88	2,137.52	2,154.64
	PARK MAINTENANCE II				
	SIGN TECHNICAIN				
	W&S MAINTENANCE				
12	MECHANIC I	A	56,442.88	56,881.76	57,318.56
		H	27.136	27.347	27.557
		BW	2,170.88	2,187.76	2,204.56
13	CODE COMPLIANCE OFFICER I	A	60,057.92	60,486.40	60,929.44
	CROSS CONNECTION SPECIALIST	H	28.874	29.080	29.293
	MECHANIC II	BW	2,309.92	2,326.40	2,343.44
	RESIDENT APPRAISER I				
	WORK LEADER				
14	CODE COMPLIANCE OFFICER II	A	63,677.12	64,111.84	64,546.56
	LEAD MECHANIC	H	30.614	30.823	31.032
		BW	2,449.12	2,465.84	2,482.56
15	CODE COMPLIANCE OFFICER III	A	67,537.60	67,972.32	68,415.36
	RESIDENT APPRAISER II	H	32.470	32.679	32.892
		BW	2,597.60	2,614.32	2,631.36
16	BUILDING INSPECTOR	A	69,197.44	69,571.84	70,075.20
	ELECTRICAL INSPECTOR	H	33.268	33.448	33.690
	MECHANICAL INSPECTOR	BW	2,661.44	2,675.84	2,695.20
	PLUMBING INSPECTOR				
17	COMMERICAL/INDUSTRIAL APPRAISER	A	70,859.36	71,233.76	71,836.96
	PLAN EXAMINER	H	34.067	34.247	34.537
		BW	2,725.36	2,739.76	2,762.96

MAPE SALARY AND WAGE SCHEDULE
JULY 1, 2022 - JUNE 30, 2023
CLERICAL (75 HOUR BI-WEEKLY SCHEDULE)
+ 2.25%

RANGE	CLASSIFICATION		START	SIX MONTHS	ONE YEAR
1	CUSTOMER SERVICE REP I	A	42,143	42,578	43,005
		H	21.612	21.835	22.054
		BW	1,620.90	1,637.63	1,654.05
2	CUSTOMER SERVICE REP II	A	43,791	44,222	44,678
		H	22.457	22.678	22.912
		BW	1,684.28	1,700.85	1,718.40
3	ACCOUNT CLERK I	A	45,090	45,533	45,962
	CUSTOMER SERVICE REP III	H	23.123	23.350	23.570
		BW	1,734.23	1,751.25	1,767.75
4	ACCOUNT CLERK II	A	46,396	46,829	47,264
	CUSTOMER SERVICE REP IV	H	23.793	24.015	24.238
	PLANNING ASSISTANT I	BW	1,784.48	1,801.13	1,817.85
5	ACCOUNT CLERK III	A	47,697	48,128	48,567
	PLANNING ASSISTANT II	H	24.460	24.681	24.906
		BW	1,834.50	1,851.08	1,867.95
6	ACCOUNT CLERK IV	A	49,680	50,133	50,585
	ASSESSING COORDINATOR I	H	25.477	25.709	25.941
	HR COORDINATOR I	BW	1,910.78	1,928.18	1,945.58
7	SENIOR CUSTOMER SERVICE REP	A	51,737	52,174	52,601
		H	26.532	26.756	26.975
		BW	1,989.90	2,006.70	2,023.13
8	BENEFITS COORDINATOR	A	56,012	56,589	57,958
	BOND COORDINATOR	H	28.724	29.020	29.722
	PROJECT COORDINATOR	BW	2,154.30	2,176.50	2,229.15
	ASSESSING COORDINATOR II				
	HR COORDINATOR II				

MAPE SALARY AND WAGE SCHEDULE
JULY 1, 2022 - JUNE 30, 2023
NON-CLERICAL
+ 2.25%

RANGE	CLASSIFICATION		START	SIX MONTHS	ONE YEAR
9	LIGHT EQUIP OPERATOR 1	A	48,863.36	49,310.56	49,753.60
		H	23.492	23.707	23.920
		BW	1,879.36	1,896.56	1,913.60
10	FACILITIES MAINTENANCE 1 LIGHT EQUIP OPERATOR II PARK MAINTENANCE I	A	53,002.56	53,449.76	53,886.56
		H	25.482	25.697	25.907
		BW	2,038.56	2,055.76	2,072.56
11	FACILITIES MAINTENANCE II GIS/NEAMS TECHNICIAN HEAVY EQUIP OPERATOR PARK MAINTENANCE II SIGN TECHNICAIN W&S MAINTENANCE	A	56,382.56	56,825.60	57,281.12
		H	27.107	27.320	27.539
		BW	2,168.56	2,185.60	2,203.12
12	MECHANIC I	A	57,713.76	58,160.96	58,608.16
		H	27.747	27.962	28.177
		BW	2,219.76	2,236.96	2,254.16
13	CODE COMPLIANCE OFFICER I CROSS CONNECTION SPECIALIST MECHANIC II RESIDENT APPRAISER I WORK LEADER	A	61,409.92	61,846.72	62,300.16
		H	29.524	29.734	29.952
		BW	2,361.92	2,378.72	2,396.16
14	CODE COMPLIANCE OFFICER II LEAD MECHANIC	A	65,110.24	65,555.36	65,998.40
		H	31.303	31.517	31.730
		BW	2,504.24	2,521.36	2,538.40
15	CODE COMPLIANCE OFFICER III RESIDENT APPRAISER II	A	69,058.08	69,501.12	69,954.56
		H	33.201	33.414	33.632
		BW	2,656.08	2,673.12	2,690.56
16	BUILDING INSPECTOR ELECTRICAL INSPECTOR MECHANICAL INSPECTOR PLUMBING INSPECTOR	A	70,755.36	71,138.08	71,651.84
		H	34.017	34.201	34.448
		BW	2,721.36	2,736.08	2,755.84
17	COMMERICAL/INDUSTRIAL APPRAISER PLAN EXAMINER	A	72,454.72	72,837.44	73,453.12
		H	34.834	35.018	35.314
		BW	2,786.72	2,801.44	2,825.12

MAPE SALARY AND WAGE SCHEDULE
JULY 1, 2023 - JUNE 30, 2024
CLERICAL (75 HOUR BI-WEEKLY SCHEDULE)
+ 2.50%

RANGE	CLASSIFICATION		START	SIX MONTHS	ONE YEAR
1	CUSTOMER SERVICE REP I	A	43,196	43,643	44,080
		H	22.152	22.381	22.605
		BW	1,661.40	1,678.58	1,695.38
2	CUSTOMER SERVICE REP II	A	44,885	45,328	45,796
		H	23.018	23.245	23.485
		BW	1,726.35	1,743.38	1,761.38
3	ACCOUNT CLERK I	A	46,217	46,671	47,110
	CUSTOMER SERVICE REP III	H	23.701	23.934	24.159
		BW	1,777.58	1,795.05	1,811.93
4	ACCOUNT CLERK II	A	47,556	47,999	48,446
	CUSTOMER SERVICE REP IV	H	24.388	24.615	24.844
	PLANNING ASSISTANT I	BW	1,829.09	1,846.13	1,863.30
5	ACCOUNT CLERK III	A	48,890	49,331	49,782
	PLANNING ASSISTANT II	H	25.072	25.298	25.529
		BW	1,880.40	1,897.35	1,914.68
6	ACCOUNT CLERK IV	A	50,922	51,386	51,851
	ASSESSING COORDINATOR I	H	26.114	26.352	26.590
	HR COORDINATOR I	BW	1,958.55	1,976.40	1,994.25
7	SENIOR CUSTOMER SERVICE REP	A	53,030	53,479	53,916
		H	27.195	27.425	27.649
		BW	2,039.63	2,056.88	2,073.68
8	BENEFITS COORDINATOR	A	57,412	58,005	59,407
	BOND COORDINATOR	H	29.442	29.746	30.465
	PROJECT COORDINATOR	BW	2,208.15	2,230.95	2,284.88
	ASSESSING COORDINATOR II				
	HR COORDINATOR II				

SEE LOA FOR UPDATED WAGES SCHEDULE

MAPE SALARY AND WAGE SCHEDULE
JULY 1, 2023 - JUNE 30, 2024
NON-CLERICAL
+ 2.50%

RANGE	CLASSIFICATION		START	SIX MONTHS	ONE YEAR
9	LIGHT EQUIP OPERATOR 1	A	50,084.32	50,544.00	50,997.44
		H	24.079	24.300	24.518
		BW	1,926.32	1,944.00	1,961.44
10	FACILITIES MAINTENANCE 1	A	54,327.52	54,785.12	55,234.40
	LIGHT EQUIP OPERATOR II	H	26.119	26.339	26.555
	PARK MAINTENANCE I	BW	2,089.52	2,107.12	2,124.40
11	FACILITIES MAINTENANCE II	A	57,792.80	58,246.24	58,712.16
	GIS/NEAMS TECHNICIAN	H	27.785	28.003	28.227
	HEAVY EQUIP OPERATOR	BW	2,222.80	2,240.24	2,258.16
	PARK MAINTENANCE II				
	SIGN TECHNICIAN W&S MAINTENANCE				
12	MECHANIC I	A	59,157.28	59,614.88	60,072.48
		H	28.441	28.661	28.881
		BW	2,275.28	2,292.88	2,310.48
13	CODE COMPLIANCE OFFICER I	A	62,944.96	63,392.16	63,858.08
	CROSS CONNECTION SPECIALIST	H	30.262	30.477	30.701
	MECHANIC II	BW	2,420.96	2,438.16	2,456.08
	RESIDENT APPRAISER I WORK LEADER				
14	CODE COMPLIANCE OFFICER II	A	66,738.88	67,194.40	67,647.84
	LEAD MECHANIC	H	32.086	32.305	32.523
		BW	2,566.88	2,584.40	2,601.84
15	CODE COMPLIANCE OFFICER III	A	70,784.48	71,237.92	71,703.84
	RESIDENT APPRAISER II	H	34.031	34.249	34.473
		BW	2,722.48	2,739.92	2,757.84
16	BUILDING INSPECTOR	A	72,523.36	72,916.48	73,442.72
	ELECTRICAL INSPECTOR	H	34.867	35.056	35.309
	MECHANICAL INSPECTOR	BW	2,789.36	2,804.48	2,824.72
	PLUMBING INSPECTOR				
17	COMMERCIAL/INDUSTRIAL APPRAISER	A	74,266.40	74,657.44	75,289.76
	PLAN EXAMINER	H	35.705	35.893	36.197
		BW	2,856.40	2,871.44	2,895.76

SEE LOA FOR UPDATED WAGES SCHEDULE

MAPE SALARY AND WAGE SCHEDULE
JULY 1, 2024 - JUNE 30, 2025
CLERICAL (75 HOUR BI-WEEKLY SCHEDULE)
+ 2.50%

RANGE	CLASSIFICATION		START	SIX MONTHS	ONE YEAR
1	CUSTOMER SERVICE REP I	A	44,276	44,734	45,182
		H	22,706	22,941	23,170
		BW	1,702.94	1,720.54	1,737.76
2	CUSTOMER SERVICE REP II	A	46,007	46,461	46,941
		H	23,593	23,826	24,072
		BW	1,769.51	1,786.96	1,805.41
3	ACCOUNT CLERK I	A	47,372	47,838	48,288
	CUSTOMER SERVICE REP III	H	24,294	24,532	24,763
		BW	1,822.01	1,839.93	1,857.22
4	ACCOUNT CLERK II	A	48,745	49,199	49,657
	CUSTOMER SERVICE REP IV	H	24,998	25,230	25,465
	PLANNING ASSISTANT I	BW	1,874.81	1,892.28	1,909.88
5	ACCOUNT CLERK III	A	50,113	50,564	51,026
	PLANNING ASSISTANT II	H	25,699	25,930	26,167
		BW	1,927.41	1,944.78	1,962.54
6	ACCOUNT CLERK IV	A	52,195	52,671	53,147
	ASSESSING COORDINATOR I	H	26,767	27,011	27,255
	HR COORDINATOR I	BW	2,007.51	2,025.81	2,044.11
7	SENIOR CUSTOMER SERVICE REP	A	54,356	54,816	55,263
		H	27,875	28,111	28,340
		BW	2,090.62	2,108.30	2,125.52
8	BENEFITS COORDINATOR	A	58,847	59,455	60,892
	BOND COORDINATOR	H	30,178	30,490	31,227
	PROJECT COORDINATOR	BW	2,263.35	2,286.72	2,342.00
	ASSESSING COORDINATOR II				
	HR COORDINATOR II				

SEE LOA FOR UPDATED WAGE SCHEDULE

MAPE SALARY AND WAGE SCHEDULE
JULY 1, 2024 - JUNE 30, 2025
NON-CLERICAL
+ 2.50%

RANGE	CLASSIFICATION		START	SIX MONTHS	ONE YEAR
9	LIGHT EQUIP OPERATOR 1	A	51,336.43	51,807.60	52,272.38
		H	24.681	24.908	25.131
		BW	1,974.48	1,992.60	2,010.48
10	FACILITIES MAINTENANCE 1 LIGHT EQUIP OPERATOR II PARK MAINTENANCE I	A	55,685.71	56,154.75	56,615.26
		H	26.772	26.997	27.219
		BW	2,141.76	2,159.80	2,177.51
11	FACILITIES MAINTENANCE II GIS/NEAMS TECHNICIAN HEAVY EQUIP OPERATOR PARK MAINTENANCE II SIGN TECHNICAIN W&S MAINTENANCE	A	59,237.62	59,702.40	60,179.96
		H	28.480	28.703	28.933
		BW	2,278.37	2,296.25	2,314.61
12	MECHANIC I	A	60,636.21	61,105.25	61,574.29
		H	29.152	29.378	29.603
		BW	2,332.16	2,350.20	2,368.24
13	CODE COMPLIANCE OFFICER I CROSS CONNECTION SPECIALIST MECHANIC II RESIDENT APPRAISER I WORK LEADER	A	64,518.58	64,976.96	65,454.53
		H	31.019	31.239	31.469
		BW	2,481.48	2,499.11	2,517.48
14	CODE COMPLIANCE OFFICER II LEAD MECHANIC	A	68,407.35	68,874.26	69,339.04
		H	32.888	33.113	33.336
		BW	2,631.05	2,649.01	2,666.89
15	CODE COMPLIANCE OFFICER III RESIDENT APPRAISER II	A	72,554.09	73,018.87	73,496.44
		H	34.882	35.105	35.335
		BW	2,790.54	2,808.42	2,826.79
16	BUILDING INSPECTOR ELECTRICAL INSPECTOR MECHANICAL INSPECTOR PLUMBING INSPECTOR	A	74,336.44	74,739.39	75,278.79
		H	35.739	35.932	36.192
		BW	2,859.09	2,874.59	2,895.34
17	COMMERICAL/INDUSTRIAL APPRAISER PLAN EXAMINER	A	76,123.06	76,523.88	77,172.00
		H	36.598	36.790	37.102
		BW	2,927.81	2,943.23	2,968.15

SEE LOA FOR UPDATED WAGESCHEDULE



**Collective Bargaining Agreement Modification
and One Year Extension**

LETTER OF UNDERSTANDING

The City of Novi (hereinafter, "City") and the Michigan Association of Public Employees (MAPE), (hereinafter, "Union") are parties to a Collective Bargaining Agreement for the term of July 1, 2021 – June 30, 2025;

WHEREAS; The Parties wish to extend the terms and conditions of the Collective Bargaining Agreement for an additional one-year period;

WHEREAS; The provisions of the Collective Bargaining Agreement shall remain unchanged except for as specified below.

NOW THEREFORE, the Parties agree as follows:

1. The current Collective Bargaining Agreement shall be extended for a period of one (1) year, which shall now expire on **June 30, 2026**.
2. The wage scales for all members of the Union shall be adjusted as follows:
 - **4%** increase to all classifications and steps following the first full pay period after City Council ratification.
3. The contractual July 1, 2024 wage increase shall include a **.5%** increase for a total 7/1/24 increase of **3.0%**.
4. All members of the Union shall receive a **3.0%** pay raise effective July 1, 2025.
5. The Parties acknowledge that all other provisions of the Collective Bargaining Agreement shall remain in force and carry over until the expiration date contained in this Extension Agreement and LOU. This Letter of Understanding is subject to ratification by both parties.


City of Novi



By: Justin Fischer

It's: Mayor

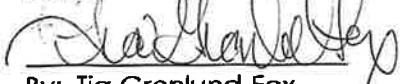
Date:



By: Courtney Hanson

It's: City Clerk

Date:



By: Tia Gronlund-Fox

It's: Director of Human Resources

Date: 1-31-24

Michigan Assoc. of Public Employees



By: Mike Tate

It's: Chief Union Steward

Date: 1/29/2024



By: Chad Trussler

It's: Business Agent

Date: 1-29-24

MAPE SALARY AND WAGE SCHEDULE
JULY 1, 2023 - JUNE 30, 2024
CLERICAL (75 HOUR BI-WEEKLY SCHEDULE)
+ 2.50%

RANGE	CLASSIFICATION		START	+ 4% COLA	SIX MONTHS	+ 4% COLA	ONE YEAR	+ 4% COLA
1	CUSTOMER SERVICE REP I	A	43,196	44,924	43,643	45,389	44,080	45,843
		H	22,152	23.0381	22,381	23.2762	22,605	23.5092
		BW	1,661.40	1,727.86	1,678.58	1,745.72	1,695.38	1,763.19
2	CUSTOMER SERVICE REP II	A	44,885	46,681	45,328	47,141	45,796	47,628
		H	23,018	23.9387	23,245	24.1748	23,485	24.4244
		BW	1,726.35	1,795.40	1,743.38	1,813.11	1,761.38	1,831.83
3	ACCOUNT CLERK I	A	46,217	48,066	46,671	48,538	47,110	48,994
	CUSTOMER SERVICE REP III	H	23,701	24.6490	23,934	24.8914	24,159	25.1254
		BW	1,777.58	1,848.68	1,795.05	1,866.85	1,811.93	1,884.40
4	ACCOUNT CLERK II	A	47,556	49,459	47,999	49,919	48,446	50,384
	CUSTOMER SERVICE REP IV	H	24,388	25.3633	24,615	25.5996	24,844	25.8378
	PLANNING ASSISTANT I	BW	1,829.09	1,902.25	1,846.13	1,919.97	1,863.30	1,937.83
5	ACCOUNT CLERK III	A	48,890	50,846	49,331	51,304	49,782	51,773
	PLANNING ASSISTANT II	H	25,0720	26.0749	25,298	26.3099	25,529	26.5502
		BW	1,880.40	1,955.62	1,897.35	1,973.24	1,914.68	1,991.26
6	ACCOUNT CLERK IV	A	50,922	52,959	51,386	53,442	51,851	53,925
	ASSESSING COORDINATOR I	H	26,114	27.1586	26,352	27.4061	26,590	27.6536
	HR COORDINATOR I	BW	1,958.55	2,036.89	1,976.40	2,055.46	1,994.25	2,074.02
7	SENIOR CUSTOMER SERVICE REP	A	53,030	55,151	53,479	55,618	53,916	56,072
		H	27,195	28.2828	27,425	28.5220	27,649	28.7550
		BW	2,039.63	2,121.21	2,056.88	2,139.15	2,073.68	2,156.62
8	BENEFITS COORDINATOR	A	57,412	59,708	58,005	60,325	59,407	61,783
	BOND COORDINATOR	H	29,442	30.6197	29,746	30.9358	30,465	31.6836
	PROJECT COORDINATOR	BW	2,208.15	2,296.48	2,230.95	2,320.19	2,284.88	2,376.27
	ASSESSING COORDINATOR II							
	HR COORDINATOR II							

MAPE SALARY AND WAGE SCHEDULE
JULY 1, 2023 - JUNE 30, 2024
NON-CLERICAL
+ 2.50%

RANGE	CLASSIFICATION		START	+ 4% COLA	SIX MONTHS	+ 4% COLA	ONE YEAR	+ 4% COLA	
9	<i>NO CURRENT CLASSIFICATIONS IN THIS RANGE</i>	A	50,084.32	52,088	50,554.00	52,576	50,997.44	53,037	
		H	24.079	25.0422	24.300	25.2720	24.518	25.4987	
		BW	1,926.32	2,003.37	1,944.00	2,021.76	1,961.44	2,039.90	
10	FACILITIES MAINTENANCE I LIGHT EQUIP OPERATOR PARK MAINTENANCE I	A	54,327.52	56,501	54,785.12	56,977	55,234.40	57,444	
		H	26.119	27.1638	26.339	27.3926	26.555	27.6172	
		BW	2,089.52	2,173.10	2,107.12	2,191.40	2,124.40	2,209.38	
11	FACILITIES MAINTENANCE II GIS/NEAMS TECHNICIAN HEAVY EQUIP OPERATOR PARK MAINTENANCE II SIGN TECHNICAIN W&S MAINTENANCE	A	57,792.80	60,105	58,246.24	60,576	58,712.16	61,061	
		H	27.785	28.8964	28.003	29.1231	28.227	29.3561	
		BW	2,222.80	2,311.71	2,240.24	2,329.85	2,258.16	2,348.49	
12	MECHANIC I	A	59,157.28	61,524	59,614.88	61,999	60,072.48	62,475	
		H	28.441	29.5786	28.661	29.8074	28.881	30.0362	
		BW	2,275.28	2,366.29	2,292.88	2,384.60	2,310.48	2,402.90	
13	CODE COMPLIANCE OFFICER I MECHANIC II RESIDENT APPRAISER I	A	62,944.96	65,463	63,392.16	65,928	63,858.08	66,412	
		H	30.262	31.4725	30.477	31.6961	30.701	31.9290	
		BW	2,420.96	2,517.80	2,438.16	2,535.69	2,456.08	2,554.32	
14	CODE COMPLIANCE OFFICER II LEAD MECHANIC	A	66,738.88	69,408	67,194.40	69,882	67,647.84	70,354	
		H	32.086	33.3694	32.305	33.5972	32.523	33.8239	
		BW	2,566.88	2,669.56	2,584.40	2,687.78	2,601.84	2,705.91	
15	CODE COMPLIANCE OFFICER III RESIDENT APPRAISER II WORK LEADER CROSS CONNECTION SPECIALIST	A	70,784.48	73,616	71,237.92	74,087	71,703.84	74,572	
		H	34.031	35.3922	34.249	35.6190	34.473	35.8519	
		BW	2,722.48	2,831.38	2,739.92	2,849.52	2,757.84	2,868.15	
16	BUILDING INSPECTOR ELECTRICAL INSPECTOR MECHANICAL INSPECTOR PLUMBING INSPECTOR	A	72,523.36	75,424	72,916.48	75,833	73,442.72	76,380	
		H	34.867	36.2617	35.056	36.4582	35.309	36.7214	
		BW	2,789.36	2,900.93	2,804.48	2,916.66	2,824.72	2,937.71	
17	COMMERICAL/INDUSTRIAL APPRAISER PLAN EXAMINER	A	74,266.40	77,237	74,657.44	77,644	75,289.76	78,301	
		H	35.705	37.1332	35.893	37.3287	36.197	37.6449	
		BW	2,856.40	2,970.66	2,871.44	2,986.30	2,895.76	3,011.59	

MAPE SALARY AND WAGE SCHEDULE
JULY 1, 2024 - JUNE 30, 2025
CLERICAL (75 HOUR BI-WEEKLY SCHEDULE)
+ 3.00%

RANGE	CLASSIFICATION		START	SIX MONTHS	ONE YEAR
1	CUSTOMER SERVICE REP I	A	46,272	46,750	47,218
		H	23.729	23.975	24.214
		BW	1,779.69	1,798.09	1,816.09
2	CUSTOMER SERVICE REP II	A	48,081	48,555	49,056
		H	24.657	24.900	25.157
		BW	1,849.27	1,867.50	1,886.78
3	ACCOUNT CLERK I	A	49,508	49,994	50,464
	CUSTOMER SERVICE REP III	H	25.389	25.638	25.879
		BW	1,904.14	1,922.86	1,940.93
4	ACCOUNT CLERK II	A	50,942	51,417	51,895
	CUSTOMER SERVICE REP IV	H	26.124	26.368	26.613
	PLANNING ASSISTANT I	BW	1,959.32	1,977.57	1,995.97
5	ACCOUNT CLERK III	A	52,371	52,843	53,326
	PLANNING ASSISTANT II	H	26.857	27.099	27.347
		BW	2,014.28	2,032.44	2,051.00
6	ACCOUNT CLERK IV	A	54,548	55,045	55,542
	ASSESSING COORDINATOR I	H	27.973	28.228	28.483
	HR COORDINATOR I	BW	2,098.00	2,117.12	2,136.24
7	SENIOR CUSTOMER SERVICE REP	A	56,806	57,286	57,754
		H	29.131	29.378	29.618
		BW	2,184.85	2,203.32	2,221.32
8	BENEFITS COORDINATOR	A	61,500	62,135	63,637
	BOND COORDINATOR	H	31.538	31.864	32.634
	PROJECT COORDINATOR	BW	2,365.37	2,389.79	2,447.56
	ASSESSING COORDINATOR II HR COORDINATOR II				

MAPE SALARY AND WAGE SCHEDULE
JULY 1, 2024 - JUNE 30, 2025
NON-CLERICAL
+ 3.00%

RANGE	CLASSIFICATION		START	SIX MONTHS	ONE YEAR
9	<i>NO CURRENT CLASSIFICATIONS IN THIS RANGE</i>	A	53,650.32	54,153.44	54,628.46
		H	25.793	26.030	26.264
		BW	2,063.47	2,082.41	2,101.09
10	FACILITIES MAINTENANCE 1 LIGHT EQUIP OPERATOR II PARK MAINTENANCE I	A	58,195.64	58,685.82	59,167.09
		H	27.979	28.214	28.446
		BW	2,238.29	2,257.15	2,275.66
11	FACILITIES MAINTENANCE II GIS/NEAMS TECHNICIAN HEAVY EQUIP OPERATOR PARK MAINTENANCE II SIGN TECHNICAIN W&S MAINTENANCE	A	61,907.65	62,393.37	62,892.47
		H	29.763	29.997	30.237
		BW	2,381.06	2,399.75	2,418.94
12	MECHANIC I	A	63,369.28	63,859.46	64,349.64
		H	30.466	30.702	30.937
		BW	2,437.28	2,456.13	2,474.99
13	CODE COMPLIANCE OFFICER I MECHANIC II RESIDENT APPRAISER I WORK LEADER	A	67,426.64	67,905.68	68,404.78
		H	32.417	32.647	32.887
		BW	2,593.33	2,611.76	2,630.95
14	CODE COMPLIANCE OFFICER II LEAD MECHANIC	A	71,490.69	71,978.64	72,464.37
		H	34.371	34.605	34.839
		BW	2,749.64	2,768.41	2,787.09
15	CODE COMPLIANCE OFFICER III RESIDENT APPRAISER II WORK LEADER CROSS CONNECTION SPECIALIST	A	75,824.33	76,310.06	76,809.15
		H	36.454	36.688	36.927
		BW	2,916.32	2,935.00	2,954.20
16	BUILDING INSPECTOR ELECTRICAL INSPECTOR MECHANICAL INSPECTOR PLUMBING INSPECTOR	A	77,687.02	78,108.13	78,671.84
		H	37.350	37.552	37.823
		BW	2,987.96	3,004.16	3,025.84
17	COMMERICAL/INDUSTRIAL APPRAISER PLAN EXAMINER	A	79,554.17	79,973.05	80,650.39
		H	38.247	38.449	38.774
		BW	3,059.78	3,075.89	3,101.94

MAPE SALARY AND WAGE SCHEDULE
JULY 1, 2025 - JUNE 30, 2026 *EXTENSION
CLERICAL (75 HOUR BI-WEEKLY SCHEDULE)
+ 3.00%

RANGE	CLASSIFICATION		START	SIX MONTHS	ONE YEAR
1	CUSTOMER SERVICE REP I	A	47,660	48,153	48,635
		H	24.441	24.694	24.941
		BW	1,833.08	1,852.03	1,870.57
2	CUSTOMER SERVICE REP II	A	49,523	50,012	50,528
		H	25.397	25.647	25.912
		BW	1,904.74	1,923.53	1,943.39
3	ACCOUNT CLERK I	A	50,993	51,494	51,978
	CUSTOMER SERVICE REP III	H	26.150	26.407	26.655
		BW	1,961.26	1,980.54	1,999.16
4	ACCOUNT CLERK II	A	52,471	52,959	53,452
	CUSTOMER SERVICE REP IV	H	26.908	27.159	27.411
	PLANNING ASSISTANT I	BW	2,018.10	2,036.90	2,055.85
5	ACCOUNT CLERK III	A	53,943	54,429	54,926
	PLANNING ASSISTANT II	H	27.663	27.912	28.167
		BW	2,074.71	2,093.41	2,112.53
6	ACCOUNT CLERK IV	A	56,184	56,696	57,209
	ASSESSING COORDINATOR I	H	28.813	29.075	29.338
	HR COORDINATOR I	BW	2,160.94	2,180.63	2,200.33
7	SENIOR CUSTOMER SERVICE REP	A	58,510	59,005	59,487
		H	30.005	30.259	30.506
		BW	2,250.39	2,269.42	2,287.96
8	BENEFITS COORDINATOR	A	63,345	63,999	65,546
	BOND COORDINATOR	H	32.484	32.820	33.613
	PROJECT COORDINATOR	BW	2,436.33	2,461.49	2,520.98
	ASSESSING COORDINATOR II HR COORDINATOR II				

MAPE SALARY AND WAGE SCHEDULE
JULY 1, 2025 - JUNE 30, 2026
NON-CLERICAL
+ 3.00%

RANGE	CLASSIFICATION		START	SIX MONTHS	ONE YEAR
9	<i>NO CURRENT CLASSIFICATIONS IN THIS RANGE</i>	A	55,259.83	55,778.05	56,267.31
		H	26.567	26.811	27.052
		BW	2,125.38	2,144.89	2,164.13
10	FACILITIES MAINTENANCE 1 LIGHT EQUIP OPERATOR II PARK MAINTENANCE I	A	59,941.51	60,446.40	60,942.10
		H	28.818	29.061	29.299
		BW	2,305.44	2,324.86	2,343.93
11	FACILITIES MAINTENANCE II GIS/NEAMS TECHNICIAN HEAVY EQUIP OPERATOR PARK MAINTENANCE II SIGN TECHNICAIN W&S MAINTENANCE	A	63,764.88	64,265.17	64,779.24
		H	30.656	30.897	31.144
		BW	2,452.50	2,471.74	2,491.51
12	MECHANIC I	A	65,270.36	65,775.24	66,280.13
		H	31.380	31.623	31.865
		BW	2,510.40	2,529.82	2,549.24
13	CODE COMPLIANCE OFFICER I MECHANIC II RESIDENT APPRAISER I	A	69,449.44	69,942.85	70,456.92
		H	33.389	33.626	33.874
		BW	2,671.13	2,690.11	2,709.88
14	CODE COMPLIANCE OFFICER II LEAD MECHANIC	A	73,635.41	74,138.00	74,638.30
		H	35.402	35.643	35.884
		BW	2,832.13	2,851.46	2,870.70
15	CODE COMPLIANCE OFFICER III RESIDENT APPRAISER II WORK LEADER CROSS CONNECTION SPECIALIST	A	78,099.07	78,599.36	79,113.43
		H	37.548	37.788	38.035
		BW	3,003.81	3,023.05	3,042.82
16	BUILDING INSPECTOR ELECTRICAL INSPECTOR MECHANICAL INSPECTOR PLUMBING INSPECTOR	A	80,017.63	80,451.38	81,032.00
		H	38.470	38.679	38.958
		BW	3,077.60	3,094.28	3,116.62
17	COMMERICAL/INDUSTRIAL APPRAISER PLAN EXAMINER	A	81,940.79	82,372.24	83,069.90
		H	39.395	39.602	39.937
		BW	3,151.57	3,168.16	3,195.00

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 all of his/her accrued sick leave, during the six month period following the date of the disability. After the date on which the employee has utilized all accrued sick leave benefits, or thirty (30) calendar days after the date of disability, whichever date is later, 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 employees option, may request a non-duty restricted assignment without first exhausting his/her 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.

6/21/99

**CITY OF NOVI
EMPLOYEE TUITION PROGRAM**

PURPOSE: The Tuition Reimbursement program is designed to encourage employee self-improvement, thereby increasing their value to the City of Novi by pursuing courses of study related to their work.

ADMINISTRATION OF PROGRAM: It shall be the responsibility of the Human Resource Department to administer this program. This administration shall, as a minimum, include preparation of the General Fund budget, review and approval or denial of all tuition requests, maintenance of all program records, and the monitoring and periodic evaluation of the program.

PROGRAM GUIDELINES:

1. The approval of all tuition requests shall be contingent upon the availability of funding.
2. Continuation of this program shall be the sole option of the City Council
3. All Full-Time, permanent employees of the City of Novi shall be eligible.
4. The Human Resource Director, prior to the date of enrollment, must authorize all classes.
5. All payments under this program are on a reimbursement basis and documentation of fees and a minimum grade of "C" are required prior to reimbursement.
6. All classes must relate to the employee's current position or a future position to which the employee might be promoted.
7. Reimbursable costs may consist of tuition, related fees, textbooks and other charges which are required for completion.
8. Classes must be taken at an accredited educational institution.
9.

Administrative Staff	\$3,500 per fiscal year
Novi Fire Fighters Union	\$3,500 per fiscal year
C.O.A.M. Union	\$3,500 per fiscal year
M.A.P.E. Union	\$3,500 per fiscal year
P.O.L.C. Union	\$3,500 per fiscal year
Clerks/Dispatchers Union	\$3,500 per fiscal year
M.A.F.F. Union	\$750 per fiscal year
10. The last day of the semester during which the class is taken shall determine the fiscal year against which the tuition payment is credited
11. The City will use the prevailing I.R.S. guidelines to process payment.
12. In the event the employee terminates employment with the City of Novi within one (1) year from the last day of the semester during which the class was taken, the employee shall reimburse the City of Novi for such payments by having the amount deducted from their final paycheck(s).



MAPE



2021

Employee Benefits Guide

January 1, 2021—December 31, 2021

Welcome to OPEN ENROLLMENT



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The City of Novi is committed to offering you a variety of healthcare options to protect you and your eligible family members. For 2021, we will continue to offer the Priority Health High Deductible HSA HMO, Health Alliance Plan HMO, and Community Blue PPO plans you are already familiar with. Details about each of these options are provided in this benefit guide.

The benefits you select during this open enrollment period will remain in place throughout 2021 (unless you have a qualifying event).

The information provided in this benefit guide is meant to help you and your family choose the health care options best suited to your needs. Please be sure to read the benefit guide in its entirety and review each option carefully. It contains important information that will help you make informed decisions regarding your health care participation for the 2021 plan year. If you have questions, contact the Human Resources Department at ext. 452.

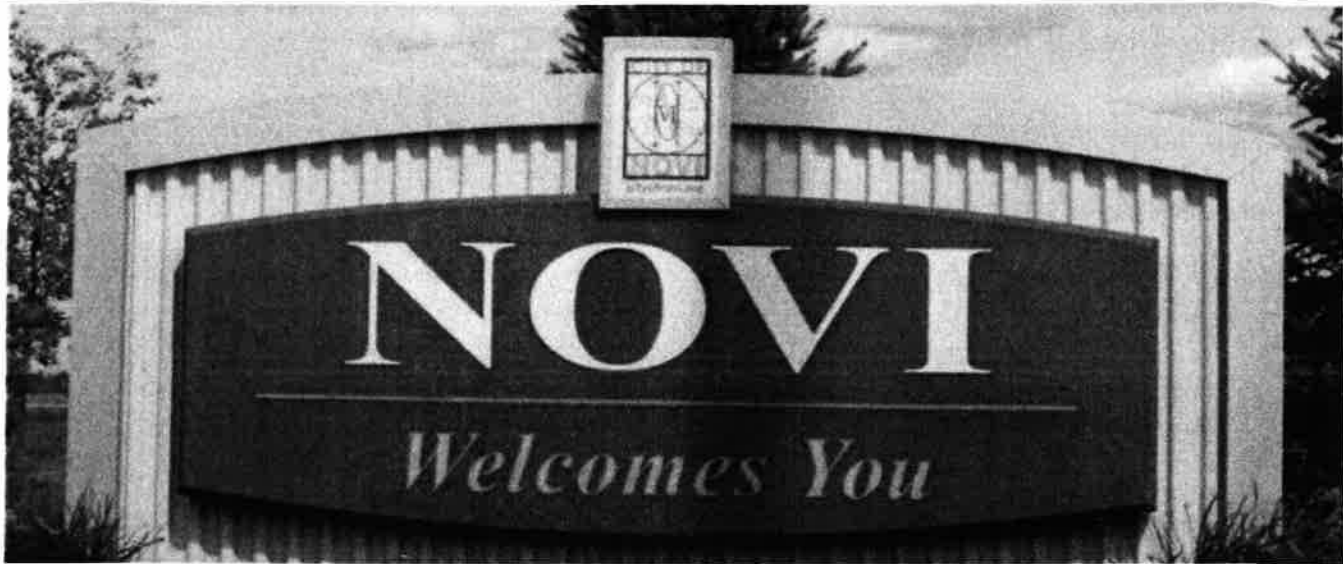
During this open enrollment period you will have the opportunity to:

- Change your medical coverage selection.
- Enroll in the medical plan of your choice if you have previously waived coverage.
- Enroll eligible dependents previously not enrolled.
- Waive medical coverage if you have coverage available through another source (Note: if you waive coverage you may be eligible for an opt-out bonus).

Note that you and your eligible dependents must each enroll in the same plan.



MEMO FROM HR



A Message from Human Resources -

2020 has been a year like no other. We have all worked together to keep the City moving with no reduction in services. From our frontline workers, to those behind the scenes, our focus has been on providing our residents and community members with the same exceptional customer service that they have been used to for years. We will continue to do our best, while caring for each other as well. We are all fortunate to work for such a great community.

As we approach 2021, this is the time of year when you, our employees, can assess, and perhaps change your healthcare options for the next calendar year. We are pleased to continue to offer you and your families the same trusted healthcare that you have relied upon for. Please read further to see the breakdowns for each plan.

This year we rolled out a new process for Open Enrollment, Employee Navigator, a customized, on-line portal. Hopefully, you will agree it is much more efficient, making it easier to see and compare your benefit options. We heard your feedback about the paper forms; and have eliminated them!

Remember, Open Enrollment is the only time during the year that you are able to change your healthcare elections, unless you have a qualifying event (change in family status due to a marriage, addition to your family, divorce, loss of spousal coverage, etc.).

Lastly, please stay tuned throughout the year for employee programs, team challenges, and various growth opportunities offered through our Employee Wellness and Engagement Committee. We would appreciate your feedback about programming that you would like to see added.

So, please take some time to review all that the City of Novi has to offer you and your family. If you have any questions or need help sorting through your benefit options, please do not hesitate to contact us.

From your Human Resources Team - We wish you and your families a healthy, peaceful, and safe 2021.

ENROLLMENT STEPS

Open Enrollment Process—What Do I Need To Do?

- 1 Read this guide carefully. Familiarize yourself with each benefit plan option.
- 2 Review your current benefit elections.
- 3 Consider your health care needs. Think about the health care needs that you can anticipate for yourself and your covered family members in the coming year.
- 4 Determine how much to contribute to your Health Savings Account or Flexible Spending Account. Please note that the annual limit for healthcare flexible spending accounts will be \$2,750 in 2021.
- 5 Review your Beneficiaries. Now is the best time to make sure you have your beneficiary information up to date for both life insurance and retirement plans.
- 6 Ask Questions. If you have questions about your benefit plan options, contact your HR Team at ext. 452.
- 7 Make your annual enrollment election in the **NEW Employee Navigator** system by December 4, 2020.



Do I need to complete an open enrollment form?

No, this year you will make your annual elections on the NEW Employee Navigator site.

Once your open enrollment elections have been submitted, you will not be permitted to change your benefit elections unless you experience a qualifying event. To modify your elections after a qualifying event, you must contact Human Resources within 30 days of the event.

Important Dates to Remember

- November 9 Open Enrollment starts
- December 4 — Open Enrollment ends
- January 1 – Benefit effective date



ELIGIBILITY

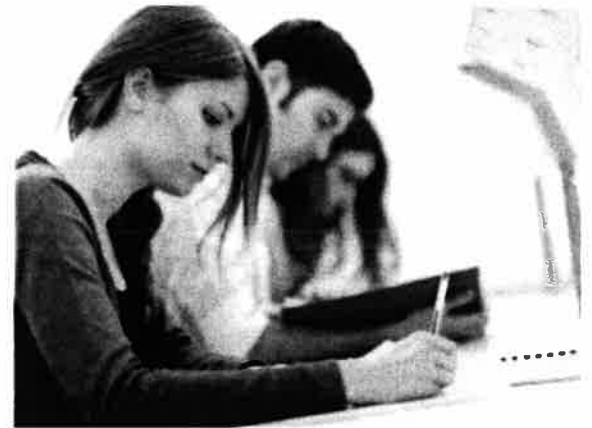
Eligibility / Waiving Coverage

Eligible dependents include your spouse, children and step children until the end of the month that they reach age 26. You may be required to provide proof of dependent status (e.g., birth certificates, marriage licenses, etc.).

Children over 26 who are physically or mentally handicapped may also be eligible for coverage. Contact HR if you have a special situation.

If you have new dependents, keep in mind that you must enroll them within 30 days of their eligibility. If you fail to do so, they will not be eligible until the City's next open enrollment period.

If you are covered under another group health plan, you may waive medical coverage. If you choose to waive coverage, you will not be able to enroll in the City's plan until the next open enrollment unless you have a qualifying event.



Dependent Eligibility

It is your responsibility to notify HR within 30 days if a dependent becomes ineligible under the terms of the plan (for instance, a child who reaches 26 years of age or if you divorce). These dependents may have continuation rights for health coverage under the law known as COBRA. If you do not notify HR within the required timeframe, the dependent may be left without coverage under our plan and you will be responsible for back premiums and/or claims paid for that ineligible dependent.

Important Note: If you waive the medical coverage because you are covered under your spouse's plan and you lose that coverage involuntarily (e.g., spouse's loss of employment, divorce, etc.), you may enroll in this plan within 30 days from the date of coverage loss with proper documentation. Your coverage will become effective on the date of the qualifying event.

EMPLOYEE CONTRIBUTION



2021 Monthly Healthcare Premium Contributions

The following monthly contributions are required and will be split over the first two pays of each month. The total monthly cost is also shown below.

Monthly Employee Cost

	Priority	HAP	BCBSM CB4
Single	\$128.32	\$143.62	\$174.56
Two-Person	\$289.68	\$330.34	\$413.74
Family	\$323.46	\$373.44	\$523.84

Monthly City of Novi Costs

	Priority	HAP	BCBSM CB4
Single	\$513.21	\$574.49	\$698.24
Two-Person	\$1,158.74	\$1,321.30	\$1,1674.93
Family	\$1,293.83	\$1,493.70	\$2,095.38

Opt Out: If you choose to waive medical coverage offered through the City of Novi, you will receive \$175.00 in your first paycheck of each month.

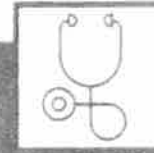


Premium Conversion

To help minimize your employee contribution for your medical plan, The City of Novi will continue to offer an Internal Revenue Code (IRC) Section 125 Premium Conversion Plan. This allows you to pay for your medical coverage on a pre-tax basis. As a result, your net take home pay will be higher than if contributions were deducted on a post tax basis.

Contributions taken on a pre-tax basis are not subject to federal or state income taxes or FICA taxes. The amount of savings depends on your individual contribution and tax bracket.

MEDICAL BENEFITS COMPARISON

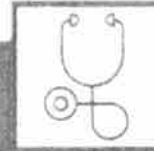


ITEM	PRIORITY HEALTH HMO HSA	HAP HMO	BCBSM COMMUNITY BLUE 4 PPO	
	In-Network Only	In-Network Only	In-Network	Out-of-Network
EMPLOYEE ANNUAL CONTRIBUTION				
Individual	\$1,539.84	\$1,723.44		\$2,094.72
Two Person	\$3,476.16	\$3,964.08		\$5,024.88
Family	\$3,881.52	\$4,481.28		\$6,286.08
CALENDAR YEAR DEDUCTIBLE				
Individual	\$1,400	None	\$500	\$1,000
Family	\$2,800		\$1,000	\$2,000
COINSURANCE				
Individual	100% for most services	100% for most services	80%	60%
Family				
ANNUAL HEALTH SAVINGS ACCOUNT				
Individual	\$1,050.00	N/A	N/A	N/A
Two Person	\$2,100.00	N/A	N/A	N/A
Family	\$2,100.00	N/A	N/A	N/A
CALENDAR YEAR COINSURANCE MAXIMUM (Does not include copays)				
Individual	\$800	Minimal	\$2,000	\$4,000
Family	\$1,600		\$4,000	\$8,000
CALENDAR YEAR OUT OF POCKET MAXIMUM (Includes deductible, coinsurance and copays)				
Individual	\$6,900	\$6,600	\$6,350	\$12,700
Family	\$13,800	\$13,200	\$12,700	\$25,400
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited
HOSPITAL SERVICES				
Hospital Room & Board	100% after deductible	100%	80% after deductible	60% after deductible
In-Patient Surgery	100% after deductible	100%	80% after deductible	60% after deductible
Emergency Room	100% after deductible	\$50 copay	\$150 copay	\$150 copay
Diagnostic X-Ray & Lab	100% after deductible	100%	80% after deductible	60% after deductible
PHYSICIAN SERVICES				
Doctor Office Visits (medically necessary)	100% after deductible	\$20 copay	\$20 copay	60% after deductible
Outpatient and Home Visits	100% after deductible	\$20 copay	30% after deductible	60% after deductible
Pre & Post Natal Care	100% after deductible	\$20 copay	100%	60% after deductible
Allergy Testing & Therapy	100% after deductible	\$20 copay	100%	60% after deductible
Chiropractic Care	100% after deductible	Not covered	\$20 copay	60% after deductible
Out-Patient Surgery	100% after deductible	100%	30% after deductible	60% after deductible

MEDICAL BENEFITS COMPARISON

ITEM	PRIORITY HEALTH HMO HSA	HAP HMO	BCBSM COMMUNITY BLUE 4 PPO	
	In-Network Only	In-Network Only	In-Network	Out-of-Network
PREVENTIVE SERVICES				
Routine Physical Exams	100%	100%	100%	Not covered
GYN Exams	100%	100%	100%	Not covered
Well Child Care	100%	100%	100%	Not covered
Immunizations	100%	100%	100%	Not covered
Routine Pap Smear	100%	100%	100%	Not covered
Routine Mammogram	100%	100%	100%	60% after deductible
MENTAL & NERVOUS				
Inpatient	100% after deductible	100%	80% after deductible	60% after deductible
Outpatient	100% after deductible	\$20 copay	\$20 copay	60% after deductible
SUBSTANCE ABUSE				
Inpatient	100% after deductible	100%	80% after deductible	60% after deductible
Outpatient	100% after deductible	\$20 copay	\$20 copay	60% after deductible
OTHER SERVICES				
Prescription Drugs	\$10/\$40 copay (includes contraceptives) after deductible 90-day supply available through mail order for two copays	\$10/\$20/\$40 copay (includes contraceptives) 90-day supply available through mail order for one copay	\$15/\$30/\$60 copay Non-Network pharmacies are reimbursed 75% less the copayment (includes contraceptives) 90-day supply available through mail order for one copay	
Ambulance Services	100% after deductible	100%	80% after deductible	80% after deductible
Durable Medical Equipment	100% after deductible	100%	80% after deductible	80% after deductible
Prosthetics and Orthotics	100% after deductible	100%	80% after deductible	80% after deductible
Home Health Care	100% after deductible	100%	80% after deductible	80% after deductible

MEDICAL PLAN OPTIONS



Priority Health HMO Plan with Health Savings Account

This innovative plan combines the comprehensive benefits of an HMO plan with a special tax-preferred savings account. This account, known as a Health Savings Account (HSA), can be used to help you pay for out of pocket medical expenses for yourself and your eligible dependents, now and in the future including retirement. To open a health savings account, you must be enrolled in a qualified high deductible health plan, such as the Priority Health HMO plan.

Here's how the plan works: Once you enroll in the Priority Health HMO plan, you must open an HSA at a banking institution of your choice and provide HR your account and routing numbers for direct deposit of City contributions to your HSA. The City will contribute \$1,050.00 to your account if you have single coverage or \$2,100.00 if you have two-person or family coverage over the course of the calendar year. The City will make an initial contribution of \$525.00 (single coverage) or \$1,050.00 (two-person or family coverage) in January. The remaining contributions will be paid out in 6 equal installments (the first pay period of each month) from July to December. As an additional means of saving for now and into retirement, you can also make per pay pre-tax contributions to the account, up to the following annual limits:

	Single Coverage	2-Person or Family Coverage
Maximum Allowable Contribution per Year	\$3,600.00	\$7,200.00
City's Annual Contribution	\$1,050.00	\$2,100.00
Your Maximum Annual Contribution	\$2,550.00	\$5,100.00
Catch Up Contribution for Employees over Age 55	\$1,000.00 per year	\$1,000.00 per year

As you incur medical expenses throughout the year, you can use your HSA funds for payment or to reimburse yourself. Any funds you do not use during the year will remain in your account and continue to grow. Your account is owned and managed by you so you can keep the account, even if you leave employment with the City. **Employees have 60 days from hire or election to provide banking information or they will forfeit the City's HSA contribution.**

TRIPLE TAX ADVANTAGE

- Contributions to the account are made on a tax-free basis.
- Investment earnings on account balances are not subject to taxation.
- Account withdrawals for qualifying healthcare expenses are not subject to taxation.



MEDICAL PLAN OPTIONS

Important Features to Note About Priority Health HMO Plan

- The plan is an HMO. You and each covered family member must select a PCP and that PCP will coordinate all of your care
- Each family member may select a different PCP
- Care must be provided within the network of physicians, hospitals and other medical providers. There is no coverage when using non-network providers, except in emergency situations
- The full calendar year deductible must be satisfied before any benefits will be paid (except for preventive benefits, which are paid in full and are not subject to the deductible). This means that you pay for all services, including prescriptions, until you have met your deductible
- Prescription drug copayments will apply after the deductible has been satisfied. The copayments are \$10 for generic drugs and \$40 for brand name drugs
- Please refer to the Priority Health benefits summary for details about other plan features

Important Features to Note About Health Savings Accounts

- You must be enrolled in a qualifying high deductible health plan to establish a HSA. You cannot also be enrolled in any other non-high deductible plan at the same time (such as a spouse's plan, Medicare, Medicaid or even a flexible spending account)
- If you use your HSA funds for non-qualifying healthcare expenses, you will be subject to normal income taxes on the amount of the withdrawal plus a 20% excise penalty
- You cannot use your HSA to reimburse yourself for over-the-counter medications (except insulin) unless they are prescribed by a physician
- Each year, you will receive forms from your banking institution indicating the total of deposits made into your account and withdrawals made from your account. These amounts must be included on your annual tax return
- If you have funds remaining in your HSA upon your death, those funds may pass to your spouse or dependent children on a tax-free basis



MEDICAL PLAN OPTIONS



Health Alliance Plan (HAP) HMO Plan

Health Maintenance Organization (HMO) benefits are provided with minimal copayments and no annual deductible. No claim forms are necessary for treatment furnished by a network provider. However, in order to receive these benefits, you must select, enroll with and receive all services from a Primary Care Physician (PCP) from the list of health care providers in the network.

At enrollment, you and your family members each select a PCP in the network who will perform, arrange or authorize all medical treatment. This includes tests and referrals to specialists when necessary.

Most services are covered in full (subject to applicable copayments) as long as your PCP authorizes that medical care. Any services that have not been authorized by your PCP will not be covered. If you wish to change your PCP, simply contact HAP Member Services at 1-800-422-4641 for directions.

HAP HMO Plan Highlights:

- \$20 office visit copay
- \$20 urgent care facility copay
- \$50 emergency room copay
- Retail Rx — \$10 generic / \$20 brand name / \$40 non-formulary brand
- Full coverage for preventive care services without copayments or dollar limits

A SPECIAL NOTE FOR WOMEN:

Under HAP, you may visit any participating OB/GYN without a referral. You may see your OB/GYN without a referral for the following services:

- Breast physical exams, pap smears, maternity ultrasound, mammograms,
- Diagnosis and treatment of cystitis and other minor infections during pregnancy;
- Gynecological exams and non-surgical treatment of gynecological disorders; and
- Hospital admission for delivery.



Women's Health

MEDICAL PLAN OPTIONS

BCBSM Community Blue PPO Plan



With a Preferred Provider Organization (PPO) plan, you have complete freedom to see any medical provider of your choice. If you choose doctors and hospitals within the BCBSM PPO network, your out-of-pocket costs are lower than if you use other providers. BCBSM maintains a proprietary network of providers. This is the largest statewide network of hospitals and primary and specialty care physicians, with a national network of providers also available to you.

The PPO4 plan requires an annual deductible of \$500 per person/\$1,000 per family in-network and \$1,000 per person/\$2,000 per family out-of-network. The plan provides coverage at 80% for most in-network services and 60% for most out-of-network services, after deductibles are met.

These are some of the highlights of the plan when you use a participating provider in the PPO network:

BCBSM — Community Blue 4 PPO

- \$20 office visit copay
- \$20 urgent care facility copay
- \$150 emergency room copay
- Retail Rx — \$15 generic / \$30 brand name / \$60 non-formulary brand

Preventive care benefits include (but are not limited to):

- Routine physical exams
- Gynecological exams
- Well baby/child care
- Immunizations
- Routine pap smear
- Prostate-specific antigen (PSA) test

Preventive services are covered at 100% without any cost sharing or annual limits



PRESCRIPTION DRUG COVERAGE



Priority Health HMO HSA

Under Priority Health, your copay for a 30-day supply is \$10 for generic drugs or \$40 for all brand name drugs. These copayments apply *after* you have met your full calendar year deductible.

A home delivery service for maintenance medications is also available through Priority Health. Your copayments for a 90-day supply of medications will be \$20 for generic drugs and \$80 for brand name drugs. You can obtain the mail service forms from HR or the eWeb.

Generic Drugs

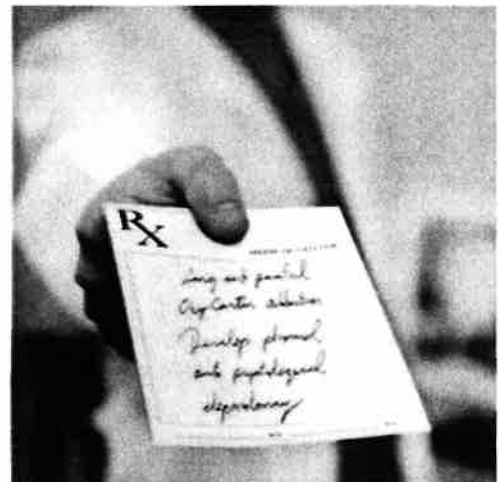
Understanding the advantages of generic medications as compared with more expensive brand name medications can help you effectively lower your prescription drug costs.

Generic medications contain the same active ingredients and deliver the same therapeutic effects as their brand name counterparts. The big difference between generics and brand name drugs is the price. Generic drug costs are between 40% to 60% less than brand name drug prices.

Plus, with generic medication there is no compromise on quality. The Food and Drug Administration holds generic drug manufacturers to the same stringent standards as brand name drug manufacturers.

Under each pharmacy benefit plan, you will automatically receive the generic equivalent unless:

- There is no generic equivalent available.
- The doctor writes "dispense as written" on your prescription, and the drug is approved by the health plan.
- You specifically request the brand name drug and are willing to pay the difference between the brand name drug and the generic drug, in addition to the copayment.



PRESCRIPTION DRUG COVERAGE

HAP and BCBSM



Blue Cross
Blue Shield
of Michigan

Most pharmacies participate with HAP and BCBSM and you can fill a 30-day prescription for the following

Type of Prescription	HAP HMO Copay per Prescription	BCBSM Community Blue 4 PPO Copay per Prescription
Generic Drug	\$10	\$15
Brand Name Drug	\$20	\$30
Non-Formulary Brand Name Drug	\$40	\$60

As prescription drug costs continue to rise, all carriers regularly monitor the use of certain medications to ensure members receive the most appropriate and cost-effective drug therapy available. Some high cost drugs may require prior authorization before being dispensed; and, depending upon the drug, you may be required to first try a lower cost drug before being prescribed the higher cost alternative. The lower cost drug might be an over-the-counter medication.

Keep in mind that drug formularies change from time to time as new drugs come to market. If you are refilling a script and you see that the copayment has increased from \$20 to \$40 or \$30 to \$60, it is because your medication has become non-formulary. If this happens, you should ask your physician if an alternative formulary drug is available to you. Also, please note that the formularies at BCBSM and HAP are different.

MAIL ORDER PROGRAM

Both BCBSM and HAP offer a mail-order prescription plan so that you can obtain up to a 90-day supply of maintenance medications for two copayments. Your prescription order will be mailed directly to your home via UPS or first class mail. You may want to consider this convenient and money-saving option.

Maintenance medications are those taken on a regular or long-term basis. For example, the following conditions may be treated with maintenance medication: high blood pressure, ulcers, arthritis, heart or thyroid conditions, emphysema and diabetes. To participate, have your doctor write you a 90-day prescription by requesting a mail order form from HR or it is also available on the eWeb. Once completed, the form should be mailed with your copayment and original prescription to BCBSM or HAP for processing.



BCBSM COORDINATION OF BENEFITS



- ✓ Please be aware that all two person and family participants of the Community Blue plan will receive a "Coordination of Benefits Subscriber Questionnaire".
- ✓ The purpose of this questionnaire is to determine if any member on your medical contract is covered under another group health plan.
- ✓ If this questionnaire is not returned to BCBSM and a claim is received, the claim will not be paid. The claim will be pended (held by BCBSM).
- ✓ BCBSM will then send another questionnaire to you with a request to return it within 15 days, or claims will be rejected.
- ✓ If the second questionnaire is not returned to BCBSM within 45 days from the day the claim is received, the claim will be rejected.
- ✓ You and/or your provider will be advised that the rejection is due to your failure to return the completed questionnaire.
- ✓ If the questionnaire is then returned completed, you must resubmit any claims that have been rejected for manual processing.
- ✓ You will receive this questionnaire annually from BCBSM.
- ✓ Please complete the questionnaire and return it promptly to BCBSM to avoid any claim problems.

If you have any questions regarding the questionnaire or coordination of benefits procedure, please contact BCBSM customer service at 1-888-800-7580.

DENTAL BENEFITS



Dental Benefits

Your dental benefits are covered through Delta Dental. Eligible benefits under the plan include:

- Type 1: **Diagnostic and Preventive Services**, such as oral examinations, cleanings, fluoride treatment, space maintainers and x-rays
- Type 2: **Basic Restorative Services**, such as fillings, periodontics, endodontics, oral surgery, root canal therapy, extractions and crowns
- Type 3: **Major Restorative Services**, such as bridges and dentures
- Type 4: **Orthodontic Services**

The benefits are paid as follows:

- Type 1 at 75%
- Type 2 at 75%
- Type 3 at 50%
- Type 4 at 50%. \$1,500 lifetime maximum

The annual maximum benefit per insured is \$1,000 on Type 1-3.

You can use the **Subscriber Tool Kit** at www.deltadentalmi.com to verify eligibility, review benefits, check on claim status, and print new ID cards. Or you can call Customer Service at 800-524-0149

Note: Dependent eligibility for dental insurance is different than health insurance. Dependents lose eligibility at the end of the calendar year that they turn 25.



VISION BENEFITS



Vision Benefits



The following is your vision coverage depending on what medical plan you choose:

BCBSM and Priority Health

- Eye exams -- \$10 copay, every 24 months
- Lenses – One pair every 24 months; \$25 copay (one copay applies to both lenses and frames)
- Frames – One pair every 24 months; up to \$100 allowance (member is responsible for any cost exceeding the allowance) less \$25 copay (one copay applies to both lenses and frames)
- Contacts in lieu of glasses – \$100 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)
- Contacts Medically Necessary– requires prior authorization approval from VSP and must meet criteria of medically necessary; \$25 copay.
- Benefit frequency for all services– Every 24 months

HAP



- Eye exams – \$20 Copay, once every calendar year
- Lenses/Frames – Once every 12 months
- Contacts in lieu of glasses – Once every calendar year
- Hap requires members to choose frames and contact lenses from their *Collection Line*. Members who do not select from this line will be given a \$40 frame allowance and \$80 contact lenses allowance.



FLEXIBLE SPENDING ACCOUNTS



The Health Care and Dependent Care Flexible Spending Accounts (FSA) allow you to set aside pre-tax dollars from your paycheck to pay for eligible health care and/or dependent care expenses.

Plan Year January 1, 2020 – December 31, 2020

Plan Highlights

- Reimburse yourself with tax free dollars and save money
- Dependent care account maximum: \$5,000 per household
- Healthcare flexible spending account maximum: \$2,750
- Guaranteed reimbursement turnaround time: 48 hours
- Minimum reimbursement check amount: \$20
- You must be an eligible employee to participate
- You cannot change your election during the plan year without a qualifying event
- You can have direct deposit
- The Varipro debit card is available for your use to pay for eligible medical expenses. Please visit the eWeb for additional information



Important Note: If you are enrolling into the Priority Health HMO and are also enrolling in an HSA, **you may not** also enroll into a FSA for Health Care expenses except for "Limited Purpose" (dental and vision expense only). You may still enroll in a FSA for Dependent Care expenses.

The healthcare FSA plan will carry over up to \$550 of any amount remaining unused in your account as of the end of the plan year (December 31, 2020). The amount remaining unused as of the end of the plan year is the amount (if any) left in your FSA account after all eligible health care expenses have been reimbursed and the claims deadline for the plan year has passed. The carryover amount will be available April 5, 2021 and may be used to pay or reimburse eligible healthcare expenses incurred during the entire plan year to which it is carried over. Any unused amount remaining in the healthcare FSA in excess of \$550 is forfeited, as required by IRS rules.

This provision means that you won't have to try to spend down all of the money in your healthcare FSA as you approach the end of the year. You can carry over up to \$550 into the next plan year with no penalty. Your carryover amount will be added to your election amount for the new year and that will be the amount available to you in the new year.

Eligible Healthcare Expenses

- **Eligible Over-the-Counter Expenses**
- Deductibles, copays, doctor's office and clinic visits
- Routine physical exams
- Mental health / substance abuse services
- Vision care (glasses and contacts)
- Dental expenses
- Prescriptions

Eligible Dependent Healthcare Expenses

- Child care (daycare / preschool)
- Before / after school care
- Day camps
- In-service days (no school)
- School holidays / vacation
- Transportation

ADDITIONAL BENEFITS



The life and disability carrier will be The Hartford. The benefits are not changing. Please review your current beneficiary designation information and let HR know if have any changes.

Life/AD&D Benefits

The City of Novi provides Life Insurance and Accidental Death and Dismemberment (AD&D) for City of Novi employees. Each full time employee is eligible for a life and AD&D benefit, amount is depended upon your collective bargaining agreement.

Long Term Disability Benefits

Long term disability (LTD) provides a portion of your income when you are unable to work due to injury or illness, to help meet ongoing expenses. If you qualify, benefits become payable after 6 months of disability. Your LTD coverage will insure 60% of basic monthly earnings up to \$4,000 per month.

For the purposes of this insurance, you will be considered disabled if you are unable to perform the substantial and material duties of your job due to injury or illness. Partial disability benefits are also available in some circumstances. Long term disability benefits are payable for up to five years. Please refer to your Certificate of Coverage which is located on the eWeb for details about this important benefit.

Other Benefits

Roth IRA – Post-tax Retirement benefit. The limit is \$6,000 (2021). A variety of Investment funds are available. It is possible to manage your account on-line or over the phone.

457 Deferred Comp Plan- Pre-tax Retirement benefit . The limit is \$19,500 (2021). A variety of investment funds are available, as well as catch up provisions. It is possible to manage your account on-line or over the phone.

MESP – Michigan Education Savings Program – Section 529 plan is available for college savings. You may start with as little as \$15. Payroll deduction is available.

AFLAC – Supplemental Insurance – Available plans include but not limited to short term disability, cancer protection, accident protection and hospital indemnity. Contact HR to review a brochure or contact Mary Thomas at (517) 416-7728 or m3_thomas@us.aflac.com.

Wellness & Engagement

We understand that 2020 has been a very challenging year for everyone. Here at the City of Novi, we are looking forward to a fresh start in 2021 as we start to plan out the calendar with many activities to continue to support your overall wellness journey.

*We See You.
We Hear You.
We Support You.*



EMPLOYEE ASSISTANCE PLAN



Travel Assistance and Identity Theft protection services

If you are covered under a Hartford Group Policy, you and your family have access to Travel Assistance Services provided by Generali Global Assistance Inc.

Travel Assistance begins even before you embark, with pre trip information, and continues throughout your trip. Services are available in 200 countries and territories, when you are traveling for business or pleasure and are more than 100 miles from home for 90 days or less. As long as you contact Generali global assistance, you could be approved for up to \$1 million in covered services.

Emergency Medical Assistance

- Medical referral
- Medical monitoring
- Medical evacuation
- Repatriation
- Traveling companion assistance
- Dependent children assistance
- Visit by a family member or friend
- Emergency medical payments
- Return of mortal remains

Pre-Trip Information

- Visa and passport requirements
- Inoculation and immunization requirements
- Foreign exchange rates
- Embassy and consular referrals

Emergency personal Services

- Medication and eyeglass prescription assistance
- Emergency travel arrangements
- Emergency cash
- Locating lost items
- Bail advancement

Identity Theft Assistance

- Prevention Services
 - ◆ Education
 - ◆ Identity Theft Resolution Kit
- Detection Services
 - ◆ Fraud and alert to three credit bureaus
- Resolution Guidance and Assistance
 - ◆ Credit information review
 - ◆ ID Theft Affidavit Assistance
 - ◆ Card replacement
- Personal Services
 - ◆ Translation
 - ◆ Emergency cash advance

TRAVEL ASSISTANCE

Have a serious medical emergency?

Please obtain emergency medical services first (contact the local "911") and then contact Generali Global Assistance, Inc. to alert them to your situation.

Call **1-800-243-6108** | Fax **202.331-1528**

Collect from other locations **202-828-5885**

What to have ready:

- Your employer's name
- Phone number where you can be reached
- Nature of the problem
- Travel Assistance Identification Number: **GLD-09012**

Ability Assist Counseling Services

The Hartford's Ability Assist® Counseling Services, offered by Compsych® take the complexity out of benefits when life throws you a curve. From Everyday issues like job pressures, relationships and retirement planning to highly impactful issues like grief, loss, or a disability, Ability Assist is your resource for professional support. You and your family, including spouse and dependents can access Ability Assist at any time, as long as you are covered under Disability Insurance, Voluntary Insurance, or Leave Management Services with The Hartford.

The service includes up to three face-to-face emotional or work-life counseling sessions per occurrence per year, and counseling is also available by phone.

For more information, call **1-800-96 HELPS** or visit www.GuidanceResources.com

FEDERAL LAWS



Women's Health and Cancer Rights Act of 1998

Federal law requires a group health plan to provide coverage for the following services to an individual receiving plan benefits in connection with a mastectomy:



- Reconstruction of the breast on which the mastectomy has been performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance, and
- Prosthesis and physical complications for all stages of a mastectomy, including lymph edemas (swelling associated with the removal of the lymph nodes).

The group health plan must determine the coverage in consultation with the attending physician and patient. Coverage for breast reconstruction and related services will be subject to deductibles and coinsurance amounts that are consistent with those that apply to other benefits under the plan.

Newborns' and Mothers' Health Protection Act

This 1998 Federal law states: "Group plans and health insurers generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth".



The law provides that neither you nor your newborn baby may be sent home less than 48 hours following a natural childbirth. If you have a Caesarean section, you may remain at the hospital for 96 hours. A longer stay is based on medical necessity, which is determined by your physician. However, the law does not prohibit either of you from going home in less than 48 hours, or 96 hours following a Caesarean section, provided that you or your physician agrees that is safe to do so.

Children's Health Insurance Program

If you or a dependent is covered under a Medicaid or Children's Health Insurance Program Reauthorization Act (the "Act") of 2009 plan and coverage is terminated as a result of the loss of eligibility



for Medicaid or CHIP coverage, you may be able to enroll yourself and/or your dependent(s) in the City's plan. However, you must request enrollment within 60 days after the date eligibility is lost.

Finally, if you or a dependent becomes eligible for premium assistance under an applicable State Medicaid or CHIP plan to purchase coverage under the group health plan, you may be able to enroll yourself and/or your dependent(s). However, you must request enrollment within 60 days after you or your dependent is determined to be eligible for state premium assistance. Please note that premium assistance is not available in all states.

FEDERAL LAWS



Important Notice from The City of Novi About Your Prescription Drug Coverage and Medicare

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with The City of Novi and about your options under Medicare's prescription drug coverage. This information can help you decide whether or not you want to join a Medicare drug plan. If you are considering joining you should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

There are two important things you need to know about your current coverage and Medicare's prescription drug coverage:

1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.
2. The City of Novi has determined that the prescription drug coverage offered by the City of Novi Plan is, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is therefore considered Creditable Coverage. Because your existing coverage is Creditable Coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.

When Can You Join A Medicare Drug Plan?

You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15th through December 7th.

However, if you lose your current creditable prescription drug coverage, through no fault of your own, you will also be eligible for a two (2) month Special Enrollment Period (SEP) to join a Medicare drug plan.

What Happens To Your Current Coverage If You Decide to Join A Medicare Drug Plan?

If you decide to join a Medicare drug plan, your current City of Novi coverage will not be affected.

Summary of Options for Medicare Eligible Employees (and/or Dependents):

Continue medical and prescription drug coverage and do not elect Medicare D coverage. **Impact** – your claims continue to be paid by the City of Novi health plan.

Continue medical and prescription drug coverage and elect Medicare D coverage. **Impact** - As an active employee (or dependent of an active employee) the City of Novi health plan continues to pay primary on your claims (pays before Medicare D).

Drop the coverage and elect Medicare Part D coverage. **Impact** – Medicare is your primary coverage. You will not be able to rejoin the City of Novi health plan unless you experience a family circumstance change or until the next open enrollment period.

If you do decide to join a Medicare drug plan and drop your current coverage, be aware that you and your dependents will not be able to get this coverage back unless you experience a family status change or until the next open enrollment period.

FEDERAL LAWS

When Will You Pay A Higher Premium (Penalty) To Join A Medicare Drug Plan?

You should also know that if you drop or lose your current coverage with The City of Novi and don't join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later.

If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following November to join.

For More Information About This Notice Or Your Current Prescription Drug Coverage...

Contact the Office of Human Resources at (248) 204-2150 or 2151 for further information. **NOTE:** You'll get this notice each year. You will also get it before the next period you can join a Medicare drug plan, and if this coverage through The City of Novi changes. You also may request a copy of this notice at any time.

For More Information About Your Options Under Medicare Prescription Drug Coverage...

More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans.

For more information about Medicare prescription drug coverage:

- Visit www.medicare.gov
- Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the "Medicare & You" handbook for their telephone number) for personalized help
- Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.

If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at www.socialsecurity.gov, or call them at 1-800-772-1213 (TTY: 1-800-325-0773).

Remember: Keep this Creditable Coverage notice. If you decide to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and, therefore, whether or not you are required to pay a higher premium (a penalty).

Date: October 15, 2020
Name of Entity/Sender: City of Novi
Contact--Position/Office: Human Resources
Address: 45175 10 Mile Road
Novi, MI 48375
Phone Number: 248.347.0452

FEDERAL LAWS

NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.
PLEASE REVIEW IT CAREFULLY.

The Health Plan is committed to protecting the confidentiality of any health information we collect about you. This Notice describes how the Health Plan may use and disclose your 'protected health information' (PHI) - including genetic information. PHI is any information created or received by a health care provider, health plan, employer or health care clearinghouse that relates to your past, present or future physical or mental health or condition, or provision of or payment for health care. PHI is information that either identifies the individual or may reasonably be used to identify the individual.

Employees of the plan sponsor who administer and manage this Health Plan may use your PHI only for appropriate plan purposes (such as for payment or health care operations), but not for purposes of other benefits not provided by this plan, and not for employment-related purposes of the plan sponsor. These people must comply with the same requirements that apply to the Health Plan to protect the confidentiality of PHI.

The Health Plan is required by the Health Insurance Portability and Accountability Act (HIPAA) to provide this Notice to you. This notice is effective October 1, 2020. Additionally, the Health Plan is required by law to:

- maintain the privacy of your "protected health information" (PHI), and
- provide you with a Privacy Notice of its legal duties and privacy practices with respect to your PHI, and
- follow the terms of its Privacy Notice that is currently in effect.

The Health Plan reserves the right to change the terms of this Notice at any time and to make the revised Notice provisions effective for all PHI the Health Plan maintains, even PHI obtained prior to the effective date of the revisions. If the Health Plan revises its Notice, we will post the revised copay which you may then request a written copy of a revised Notice of Privacy Practices from the Privacy Officer listed at the end of this Notice.

USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION (PHI)

As required by HIPAA, we have prepared this explanation of how we are required to maintain the privacy of your health information and how we may use and disclose your health information. We may use and disclose your medical records only for each of the following purposes: treatment, payment and health care operations.

- Treatment means providing, coordinating, or managing health care and related services by one or more health care providers. An example of this would include case management.
- Payment means such activities as obtaining reimbursement for services, confirming coverage, billing or collection activities, and utilization review. An example of this would be adjudicating a claim and reimbursing a provider for an office visit.
- Health care operations include the business aspects of running our health plan, such as conducting quality assessment and improvement activities, auditing functions, cost-management analysis, and customer service. An example would be an internal quality assessment review.

We may also create and distribute de-identified health information by removing all references to individually identifiable information.

We may contact you to provide information about treatment alternatives or other health-related benefits and services that may be of interest to you.

FEDERAL LAWS

Any other uses and disclosures will be made only with your written authorization. You may revoke such authorization in writing and we are required to honor and abide by that written request, except to the extent that we have already taken actions relying on your authorization.

You have the following rights with respect to your protected health information, which you can exercise by presenting a written request to the Privacy Officer:

- The right to request restrictions on certain uses and disclosures of protected health information, including those related to disclosures to family members, other relatives, close personal friends, or any other person identified by you. We are not, however, required to agree to a requested restriction. If we do agree to a restriction, we must abide by it unless you agree in writing to remove it.
- The right to reasonable requests to receive confidential communications of protected health information from us by alternative means or at alternative locations.
- The right to inspect and copy your protected health information.
- The right to amend your protected health information.
- The right to receive an accounting of non-routine disclosures of protected health information.
- We have the obligation to provide and you have the right to obtain a paper copy of this notice from us at least every three years.

GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

The Genetic Information Nondiscrimination Act of 2008 (P.L. 110-233, 122 Stat. 881), also referred to as GINA, is a Federal law that prohibits discrimination in health coverage and employment based on genetic information. The President signed the act into law on May 21, 2008.

GINA generally prohibits discrimination in health coverage and employment on the basis of genetic information. GINA, together with already existing nondiscrimination provisions of the Health Insurance Portability and Accountability Act, generally prohibits health insurers or health plan administrators from requesting or requiring genetic information of an individual or the individual's family members, or using it for decisions regarding coverage, rates, or preexisting conditions. The law also prohibits most employers from using genetic information for hiring, firing, or promotion decisions, and for any decisions regarding terms of employment.

GRIEVANCE PROCEDURES

You have recourse if you feel that your privacy protections have been violated. You have the right to file a formal written complaint with us at the address below, or with the Department of Health & Human Services, Office for Civil Rights, about violations of the provisions of this notice or the policies and procedures of our office. We will not retaliate against you for filing a complaint.

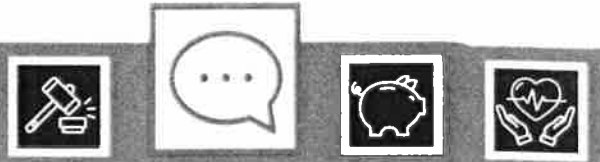
Please contact us for more information:

City of Novi
Human Resources
45175 10 Mile Road
Novi, MI 48375
248-347-0452

For more information about HIPAA
or to file a complaint:

The U.S. Department of Health & Human Services
Office for Civil Rights
200 Independence Avenue, S.W.
Washington, D.C. 20201
(202) 619-0257
Toll Free: 1-877-696-6775

CONTACT INFORMATION



Human Resources Department
City of Novi
248-347-0452



Gallagher Benefit Services, Inc.
248-203-0626
800-201-7070



Medical
Priority Health
Customer Service 1-800-446-5674
www.priorityhealth.com



Medical
Health Alliance Plan (HAP)
Customer Service 800-422-4641
www.hap.org



Medical
Blue Cross Blue Shield of MI (BCBSM)
Customer Service: 800-637-2227
www.bcbsm.com



Dental
Delta Dental
Customer Service Number: 1-800-524-0149
www.deltadental.com



Healthcare Flexible Spending Account and Dependent Care Flexible Spending Account
Varipro
Customer Service: 800-734-3412
www.varipro.com/members/



Life, AD&D & Long Term Disability
The Hartford
Customer Service Number: 1-800-523-2233
www.thehartford.com



Employee Assistance Plan (EAP)
24 hours a day/7 days a week for employees and family members
Ability Assist® Counseling Services offered by Compsych®
Talk with a specialist: 1-800-96-HELPS (1-800-964-3577) or visit www.GuidanceResources.com
If you are a first time user, click on the Register tab
1. In the Organization Web ID field enter **HLF902**
2. In the Company Name field at the bottom of the personalization page enter **ABILI**
3. After selecting "Ability Assist Program" create your confidential user name and password

City of Novi
Human Resources 248-347-0452
humanresources@cityofnovi.org

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tferguson@cityofnovi.org

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balverson@cityofnovi.org

Gallagher Benefit Services 800-201-7070
Fax 248-540-6015

Kelley A. Demiryar, Account Director 248-502-1102
kelley_demiryar@ajg.com

Sherry L. Landon, Account Manager 248-430-2798
sherry_landon@ajg.com

Julie James, Claim Issues 248-683-3310
julie_james@ajg.com

NOTES:



Every effort has been made to ensure the accuracy and completeness of the benefit descriptions contained within this notice. However, this notice is not meant to be a detailed description of your benefits. Your official plan documents cover your benefits in more detail. Whenever there is a question of interpretation or discrepancy between this notice and the official plan documents, the official plan documents will govern. This notice is not intended to create nor to be construed as a contract between the City and its employees for any matter, including for the provisions of benefits described.

This benefit summary prepared by



Gallagher

Insurance | Risk Management | Consulting