



**CITY OF NOVI CITY COUNCIL  
JUNE 21, 2021**

**SUBJECT:** Consideration of a successor labor agreement between the City of Novi and the Michigan Association of Public Employees (MAPE) for a contract term of July 1, 2021 through June 30, 2025.

**SUBMITTING DEPARTMENT:** Human Resources

**BACKGROUND INFORMATION:** The collective bargaining agreement between the City and MAPE employees expires on June 30, 2021. The City and union have reached a tentative agreement which the City's bargaining team is asking City Council to approve for a successor agreement to be effective July 1, 2021 through June 30, 2025.

**RECOMMENDED ACTION:** Approval of a successor labor agreement between the City of Novi and the Michigan Association of Public Employees (MAPE) for a contract term of July 1, 2021 through June 30, 2025.

**Tentative Agreement between City of Novi  
and Michigan Association of Public Employees (MAPE)  
June 9, 2021**

All offers subject to final City Council Approval. Offer may be amended

Contract term: 7-1-21 through 6-30-25

A. Wages:

Upon City Council approval or 7-1-21, whichever is later – 2.75% wage increase  
7-1-22 – 2.25% wage increase

7-1-23 – 2.5% wage increase

7-1-24 – 2.5% wage increase

- B. Article 22.3 – Retiree Health Savings Account (RHS). Effective upon City Council approval, or July 1, 2021, whichever is later, City to contribute to eligible employees' RHS Account 3% percent of employee's base wages. Eligible Employee shall contribute 1.5% of base wages into their RHS account.
- C. Article 21.1 – Insurance. Effective January 1, 2022, active employees who are enrolled in Health Alliance Plan (HAP) shall pay 15% of the monthly premium (currently 20%), paid through payroll deduction on the first and second pay of the month.
- D. Article 22.2 – Effective July 1, 2022 City shall contribute an additional 1% of MERS eligible gross wages into eligible employee's Defined Contribution Plan for a total contribution of 9%.
- E. Article 22.2 – Effective July 1, 2022, eligible employees shall contribute an additional 1% of MERS eligible gross wages into their Defined Contribution Plan for a total contribution of 4%.
- F. Effective July 1, 2024, City shall contribute an additional 1% of MERS eligible gross wages into eligible employee's Defined Contribution Plan for a total contribution of 10%.
- G. Effective July 1, 2024, eligible employees shall contribute an additional 1% of MERS eligible gross wages into their Defined Contribution Plan for a total contribution of 5%.
- H. Effective July 1, 2021, The Collective Bargaining Agreement dated July 1, 2021 – June 30, 2025 will supersede the MOU dated February 3, 2016, with regard to overtime eligibility.
- I. Effective July 1, 2021, amend Article 27.2 – Overtime to read as follows:  
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.

**New Language: 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. 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. Requests 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.

- J. Effective July 1, 2022, DPW and Parks Maintenance employees, as identified above, who meet and exceed the above mentioned 40% minimum overtime requirement will receive the following annual bonus:  
40% - \$300; 50% - \$400; 60% - \$500; 70% - \$600; 80% - \$700; 90% - \$800, 100% - \$1,000. Payments shall be made on the first payroll in July.
- K. Effective July 1, 2021, Revise Article 27.7 to read as follows:  
There shall be no pyramiding of overtime pay under any provision of this agreement. 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. **New Language:** 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.
- L. Effective July 1, 2021, Revise Article 27.8 to read as follows:  
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 **New Language:** (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 **New Language:** each fiscal year within the contract.

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 **New Language:** 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 **New Language: (minimum of 10 hours).**

All overtime/percentage 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.

- M. Effective July 1, 2021, Revise Article 27.12 as follows:  
On call" coverage shall be established for **New Language: 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. **Delete: Refusal or acceptance of on call duty will result in a charge of seven hours per week. New Language: Any hours worked by on-call personnel shall not be utilized in calculation of the divisional percentage minimum.**
- N. Effective July 1, 2021 Add a new section, 27.17. Scheduled overtime shall be solicited a minimum of 72 hours in advance of event.
- O. CDL Drivers shall maintain a valid CDL and medical card
- P. Effective July 1, 2021 Add a new section , Paid Time Off to replace Article 10 – Absences, specifically eliminate current vacation, personal business and sick time subsections and replace with the attached Paid Time Off language.
- Q. Amend Article 14.19, Clothing Allowance - Eliminate clothing allowance and add Uniforms shall be provided to all employees who currently receive a clothing allowance under Article 14.19.
- R. Amend Article 14.19, Clothing Allowance – increase boot allowance to \$300.
- S. Amend Article 21.4 , Retirement – Add section to allow employee who is eligible to receive retiree healthcare to elect dental insurance at time of retirement. All such costs for coverage shall be solely the responsibility of the retiree and paid for through auto payment.
- T. Revise Article 3, Section 3.3 B, part-time employees, to read as follows: 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.
- U. Language clean up, Article 21, Insurance, to delete all expired subsections A, B, C & D.
- V. Amend Article 21.4 – increase annual dental cap to \$1,500 per enrollee.
- W. Amend Article 9, Subsection G. Stewards, to read as follows:  
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: attendance at union conferences and educational

seminars which related to the bargaining unit. New Language: The City agrees to allow up to forty (40) hours per fiscal year for the Chief Steward and Department Stewards for the 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 employee's Department Director, a minimum of forty-eight (48) hours in advance specifying the dates/times/union personnel who will be in attendance at any union business. For purposes of union business such as a disciplinary hearing, notice should be provided at such time as union representative is advised.

- X. 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 below premium shall be paid at such time as employees receive their re-certification.
  - a. S-4 - \$400
  - b. S-3 - \$500
  - c. S-2 - \$600
  - d. S-1 - \$750

The parties hereby agree to the above Tentative Agreement. Such agreement is subject to Union ratification and City Council approval.

MAPE:

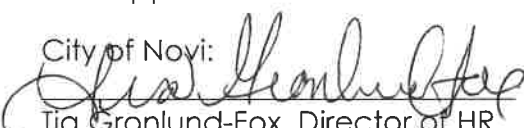
  
Chad Trussler, Union Business Agent

Dated: 6-10-21

  
Stacey Hunter, Union Chief Steward

Dated: 6/10/21

City of Novi:

  
Tia Gronlund-Fox, Director of HR

Dated: 6-11-21