



**CITY OF NOVI CITY COUNCIL**  
**JUNE 22, 2026**

**SUBJECT:** Consideration of Labor Agreement between the City of Novi and the Novi Professionals Association of the Michigan Association of Public Employees for a contract term of July 1, 2026, through June 30, 2029.

**SUBMITTING DEPARTMENT:** Human Resources

**KEY HIGHLIGHTS:**

- Contract was ratified by a majority vote of the membership on June 16, 2026.
- Red-lined and Clean Contract attached.

**BACKGROUND INFORMATION:**

The City and Union bargaining teams began negotiating in good faith in February 2026, to secure a successor labor agreement prior to the expiration date of June 30, 2026. The parties reached a Tentative Agreement in June, 2026.

**RECOMMENDED ACTION:** Approval of Labor Agreement between the City of Novi and the Novi Professionals Association of the Michigan Association of Public Employees for a contract term of July 1, 2026, through June 30, 2029.

**AGREEMENT**

**between**

**CITY OF NOVI**

**and**

**THE NOVI PROFESSIONALS ASSOCIATION OF THE MICHIGAN  
ASSOCIATION OF PUBLIC EMPLOYEES**

**Effective 07/01/2026 – 06/30/2029**

**City of Novi  
And  
Novi Professionals Association**

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**City of Novi  
And  
Novi Professionals Association**

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**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 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 their 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 classifications, but excluding confidential employees and supervisors.

Account Clerk I-IV ( <i>grandfathered</i> )	GIS/NEAMS Technician
Assessing Coordinator I-II	Mechanical Inspector
Bond Coordinator	Planning Assistant I-II
Building Inspector	Plumbing Inspector
Code Compliance Officer I-III	Project Coordinator
Commercial/Industrial Appraiser	Resident Appraiser I-II
Community Development Tech I-IV	Senior Customer Service Rep ( <i>grandfathered</i> )
Customer Service Rep I-IV	Utility Billing Coordinator
Electrical Inspector	Water & Sewer Coordinator
Facilities Maintenance I-II	

### **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 are 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 continuous classifications: Customer Service Rep, Planning Assistant, Community Development Technician, 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 of 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, employees 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.
- E. The City may, depending upon experience and/or certifications held, place a newly hired MAPE employee, who is hired into one of the above continuous classification job classes, into a higher salary range. The City will provide notice to the union when a new union member is hired into a higher classification.

1. The higher salary range must contain the classification which the employee was hired for.
2. Experience and certifications must be current at the time of hire.
3. The decision as to whether the candidate is eligible for placement into a higher continuous classification is solely that of the City.

#### **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 their employment with the City shall give reasonable written notice and may request a letter of recommendation.

**Section 6.2.** An employee shall lose their 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 their supervisor. After such absence, the City will send written notification by certified mail to the employee at his last known address that they have lost seniority, and their 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 they do 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 their former position with no loss of seniority; however, they shall accrue no seniority during the period of their 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, they shall be returned to their former classification and pay. After ninety days, the employee loses their right to return to prior union position. The 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, they shall be permitted to exercise their 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 employee's 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 they are 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 they are 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 their seniority unless they fail to return to work when recalled as specified in Article 6, Section 2, 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 workforce 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 their 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 they inform the Employer in writing within thirty calendar days after the expiration of that two-year period that they want 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 they want to remain on the recall list until the expiration of the period of time equivalent to the length of their seniority. If an

employee is laid off, it will be their responsibility to register with the Employer their 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 their intent to report for work within seven working days after delivery of notice of recall to the Post Office, the City shall assume they have 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 (per below) in nature. A step in the foregoing process may be skipped based upon the severity of the infraction.

1. Verbal Counseling Memo (with Supervisor)
2. Documented Warning
3. Letter of Reprimand
4. Suspension
5. Discharge

**Section 7.2.** Within a two-year period following the insertion of a letter of reprimand in the personnel file of any member, they 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. A suspension may be reviewed after a three-year period from the employee's personnel file and not subject to progressive discipline.

**Section 7.3.** If an employee is convicted of an infraction by a court of competent jurisdiction that restricts any job requirement, for example removal of license/restricted license 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 their 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, dispute, or complaint, 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 designated 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 their 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 and 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 at 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 they have 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 their 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 total of three (3) union stewards (Chief Steward plus two (2) others). 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 the 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 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 their 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 their supervisor to leave 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 three (3). 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. All union membership meetings shall take place after work hours. Emergency meetings requested by the Union may be allowed during work hours with advance approval by the City.

## **ARTICLE 10 - ABSENCE**

**Section 10.1.** Any employee desiring a leave of absence from their employment shall secure written permission from the employer. 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 the 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. 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 15<sup>th</sup> day of the month rule) based upon their hire date.

**For employees working scheduled 8-hour days:**

**Years of Service**

**Annual Paid Time Off Eligibility**

1 – 4	192 hours (24 days) - Maximum carry over 80 hours
5 – 9	232 hours (29 days) - Maximum carry over 120 hours
10 – 16	272 hours (34 days) –Maximum carry over 160 hours
17+	312 hours (39 days) –Maximum carry over 208 hours

**For employees working scheduled 7.5-hour days:**

**Years of Service**

**Annual Paid Time Off**

1 – 4	180 hours (24 days) – Maximum carry over 75 hours
5 – 9	217.5 hours (29 days) – Maximum carry over 112.5 hours
10 – 16	255 hours (34 days) – Maximum carry over 150 hours
17+	292.5 hours (39 days) – Maximum carry over 187.5 hours

Effective January 1, 2027, a total of 72 hours will be carved out of existing PTO banks to comply with PA 338, Michigan's Earned Sick Time Act. Please refer to Appendix C for the City's Earned Sick Time Act Policy.

**For employees working scheduled 8-hour days:**

<b>Years of Service</b>	<b>Annual PTO Eligibility in Hours</b>	<b>Annual ESTA Eligibility in Hours</b>	<b>Total PTO and ESTA Time in Hours</b>	<b>Maximum Carryover in Hours</b>
1-4	120	72	192	80
5-9	160	72	232	120
10-16	200	72	272	160
17+	240	72	312	208

**For employees working scheduled 7.5-hour days:**

<b>Years of Service</b>	<b>Annual PTO Eligibility in Hours</b>	<b>Annual ESTA Eligibility in Hours</b>	<b>Total PTO and ESTA Time in Hours</b>	<b>Maximum Carryover in Hours</b>
1-4	108	72	180	75
5-9	145.5	72	217.5	112.5
10-16	183	72	255	150
17+	220.5	72	292.5	187.5

Any hours over the maximum carryover as listed above as of December 31<sup>st</sup> 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.

Consistent with the requirements of the City, employees shall be entitled to take their PTO during the period in which they request, except in cases of conflict which would create a staffing problem for the department. If the Department Director, or their designee, 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 the event of a conflict, the employee with the most seniority shall be entitled to PTO preference. Employees shall bid for the PTO time by January 31 for the calendar year. Any days requested after the initial bid date shall be taken under advisement, including date of request. 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) employees shall notify the Department Director or their designee 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, 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 absences due to serious illness and/or injury in the immediate family. The immediate family shall consist of mother, father, children, spouse, brothers, sisters, grandparents 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, or their designee, 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 the 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 the 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 order and efficiency, is solely a responsibility of the City. Among the rights and responsibilities belonging to the City are:

1. the rights to decide the number and location of its facilities,
2. work to be performed within the unit, maintenance and repair,
3. amount of supervision necessary,
4. machinery, tools, procurement, designing, engineering, and the control of equipment and materials,
5. the right to purchase services of others,
6. The selection and direction of the workforces,
7. The right to hire, suspend, discipline, or discharge for just cause,
8. The right to assign, promote, or transfer,
9. The right to determine the amount of overtime to be worked,
10. The right to relieve employees from duty due to layoff, or for other legitimate reasons as set forth herein is vested exclusively in the City.

11. 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.
12. To establish and change work schedules (with advance notice), work standards, and the methods, processes, and procedures by which such work is to be performed,
13. To determine lunch, rest periods, and cleanup times, the starting and quitting times,
14. To establish training for the purpose of maintaining or improving professional skills of employees,
15. 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.** 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, sexual orientation, or marital status.

### **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. Visits shall be limited in duration to a "reasonable" amount of time.

**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.

**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 employer shall provide adequate bulletin board space where employees work 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 their representative.

**Section 14.6.** Where an employee is required by the City to provide their own transportation to and from a job location during normal working hours or authorized overtime, then they 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 their residence to work.

**Section 14.7.** 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 14.8.** The City recognizes its obligation to furnish adequate tools and equipment to safely perform the job tasks required. 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 14.9.** The City may, when the employee's condition could endanger themselves, 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 their own cost, may be tested or examined by their own physician. If the disagreement is not settled at this point, a third physician will be selected by the City and the employee.

**Section 14.10.** An emergency first aid kit shall be furnished and maintained at certain designated areas.

**Section 14.11.** All Inspectors, Code Compliance Officers, 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 14.12.** 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 14.13.** 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 their 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 the employee, HR will e-mail a health care invoice to the employee for required health care contribution.

**Section 14.14.** All employees hired after January 1, 2001, will be paid through direct deposit.

**Section 14.15.** 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 14.16.** The Employer will provide Inspectors, Code Compliance Officers, Facilities Maintenance, and Appraisers a work boot allowance \$300 on an as needed basis, subject to supervisory approval. Should an employee purchase boots or boot accessories (inserts) which exceed \$300, that amount shall be deducted from their next pay.

The City agrees that if any employee is required to wear any kind of uniform as a condition of their employment, such uniform shall be furnished and maintained by the employer. 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. These replacements will include all positions presently receiving the allowance.

## **ARTICLE 15 – INDEMNIFICATION CLAUSE**

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 their 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.

## **ARTICLE 16 – TUITION REIMBURSEMENT**

The City and union recognize and support 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.

## **ARTICLE 17 - VACANCIES AND PROMOTIONS**

**Section 17.1.** 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 17.2.** 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 they are performing. If the employee is not qualified for the job vacancy, they shall be returned to their former classification and pay.

**Section 17.3.** An employee who is promoted from the bargaining group to either a union or non-union position shall serve a twelve-month probation. Employees may apply for other open positions within the City which they may be qualified for. Probationary employees shall not be eligible to apply for positions until such time as they have successfully passed their probation.

**Section 17.4.** In filling job vacancies, the City will give due consideration to qualifications and seniority.

**Section 17.5.** An employee who is 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 17.6.** 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 18 - EQUIPMENT ACCIDENTS AND REPORTS**

**Section 18.1.** The City of Novi agrees to meet all occupational safety regulations as required under State and Federal law.

**Section 18.2.** 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 City-appointed physicians only. Under no circumstances should an employee report to a physician of their 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 18.3.** All defects in equipment shall be reported to the City promptly. The City recognizes its obligation to investigate defects.

**Section 18.4.** 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 19 - 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 20 - 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 21 - COURT AND BEREAVEMENT LEAVE**

**Section 21.1.** City employees who have been called for jury duty, or subpoenaed to Court on any City business, shall submit their jury duty fee to the Finance Department upon return to work. The employee will then be paid their normal daily rate of pay (no overtime for missed work or extended jury duty) for the day(s) they were away on jury duty/City business.

**Section 21.2.** Bereavement Leave: In the case of a death in an employee's family, five (5) days not chargeable to employee's PTO bank will be granted to attend the funeral/memorial service. Eligible family members include – mother, father, mother-in-law, father-in-law, sister, brother, spouse, domestic partner, child, stepchild, stepsibling, stepparent, brother/sister-in-law, grandparent, grandchild, niece, nephew, aunt, uncle. An employee utilizing funeral leave shall complete the appropriate Funeral Leave Notification Form, which may be found on the Employee Intranet (E-Web) and provide to their immediate supervisor and Human Resources. The Department Director, or designee, may request supporting documentation.

## **ARTICLE 22 - WORKERS' COMPENSATION**

**Section 22.1.** 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 22.2.** 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 their immediate supervisor, and shall note same in writing.

In the event an employee's illness or disability exceeds seven calendar days, they 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, they may be returned to work on limited duty at the discretion of the City. Their activities on limited duty are to be prescribed by their own physician. Additional limited duty time may be

authorized with their activities during the extended limited duty also to be prescribed by the employee's own physician and the employer's physician.

If an employee is receiving Worker's Compensation benefits, and 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 shall return to work at their regular base salary in the restricted assignment to avoid any disruption in any eligible Worker's Compensation payments. This language complies with current State of Michigan Worker's Compensation rules and regulations.

## **ARTICLE 23 - INSURANCE**

**Section 23.1.** 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 currently offered (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. Effective January 1, 2027, the opt-out payment will be increased to \$200/month.

**Section 23.2.** Optical: The City shall provide group optical insurance coverage for each employee and their dependents, comparable to the extra benefits program presently provided by the City.

**Section 23.3.** Life Insurance: The City shall provide life insurance in the face amount of \$50,000 for all seniority employees.

**Section 23.4.** Dental: The City shall continue to provide the current dental plan or a

substantially comparable dental plan with an annual cap of \$1,000 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 23.5.** 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 workdays) waiting period for which employees may utilize their PTO time. The STD policy shall pay at the rate of 75% for the first sixty workdays 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 the employee for required health care contribution.

**Section 23.6.** Long Term Disability Insurance: The City shall provide disability insurance, which will pay sixty percent of an employee's salary at time of disability for a period not to exceed five years. Once the five (5) year period has been exhausted, the employee may be placed back into their previously held position, or another available position for which they are qualified for, or service shall be terminated by the employer. Qualifications for such position will be at the sole discretion of the employer. 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 the employee for required health care contribution.

**Section 23.7.** 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 23.8.** 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.

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 23.10.** 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 23, Section 8 above.

## **ARTICLE 24 - 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 24.1.** 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 their 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 2, 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 24.2.** 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 24.3.** 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%). Employees shall make a mandatory contribution of an additional one (1%) percent for a total employee contribution of five (5%) percent.

**Section 24.4.** 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 24.5.** 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. Employees shall contribute 1.5% of their base wages into their RHS Account.

## **ARTICLE 25 - HOLIDAYS**

**Section 25.1.** 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 a holiday. To be eligible to collect holiday pay, employees must work the regular workday immediately preceding and following the holiday. Only pre-scheduled PTO/ESTA before or after a holiday will be approved time in order to be paid for the holiday. 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 25.2.** The fourteen 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	Juneteenth

**Section 25.3.** Employees required to work on a legally established holiday as recognized in this Agreement will be paid double time for actual hours worked.

## **ARTICLE 26 - 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 27 - OVERTIME AND HOURS OF WORK**

**Section 27.1.** The regular workweek is established as seven and one half hours a day between the hours of 8 am and 5 pm with 1-hour unpaid lunch break, five days a week for all clerical employees and eight hours a day with 1-hour unpaid lunch break, 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, with a one-hour unpaid break for lunch. The City reserves the right to establish its employees' work schedule to meet the requirements of the City.

**Section 27.2.** All clerical employees working the seven and one half hour workday 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 27.3.** 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 27.4.** Overtime pay shall be two times the hourly rate for all time worked on Sunday.

**Section 27.5.** An employee reporting for call-in assignments shall be guaranteed three (3) hours pay at the rate of one and one-half times their hourly rate. A call-in assignment shall be defined as follows: When an employee is unexpectedly called to temporary duty at a time when they 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 27.6.** Overtime worked will be permitted only when authorized by a department head.

**Section 27.7.** There shall be no pyramiding of overtime pay under any provision of this agreement. 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 27.8.** Rotation of overtime assignments will not apply to clerical employees assigned to Boards, Commissions or Hearings

**Section 27.9.** 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 27.10.** 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 27.11.** 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 27.12.** Scheduled overtime shall be solicited a minimum of 72 hours in advance of event.

## **ARTICLE 28 - WAGES**

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

Upon City Council Approval: 3%

07/01/2027: 3%

07/01/2028: 2.75%

## **ARTICLE 29 - 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 30 - 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 31 - 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 32 - TERMINATION OF AGREEMENT**

**Section 32.1.** This agreement shall be in full force and effect from July 1, 2026 to and including June 30, 2029. 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, 2026- June 30, 2029 Collective Bargaining Agreement**

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals  
this \_\_\_\_ day of \_\_\_\_\_, 2026

**CITY OF NOVI**

\_\_\_\_\_  
Justin Fischer, Mayor

\_\_\_\_\_  
Cortney Hanson, City Clerk

**MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES**

\_\_\_\_\_  
Chad Trussler, Business Agent

\_\_\_\_\_  
Sarah Marchioni, Chief Steward

\_\_\_\_\_  
Mike Wall, Steward

**MAPE CITY HALL SALARY AND WAGE SCHEDULE**  
**July 1, 2026 - June 30, 2027**  
**CLERICAL (75 HOUR BI-WEEKLY SCHEDULE)**  
**+ 3.00%**

<b>RANGE</b>	<b>CLASSIFICATION</b>		<b>START</b>	<b>SIX MONTHS</b>	<b>ONE YEAR</b>
1	CUSTOMER SERVICE REP I (PARKS & CD)	A	49,089.75	49,597.90	50,094.00
		H	25.174	25.435	25.689
		BW	1,888.07	1,907.61	1,926.69
2	CUSTOMER SERVICE REP I (DPW)	A	51,009.87	51,512.00	52,044.25
	CUSTOMER SERVICE REP II (PARKS & CD)	H	26.159	26.416	26.689
		BW	1,961.92	1,981.23	2,001.70
3	CUSTOMER SERVICE REP I (CLKS. & TRS.)	A	52,522.28	53,038.46	53,536.57
	CUSTOMER SERVICE REP II (DPW)	H	26.935	27.199	27.455
	CUSTOMER SERVICE REP III (PARKS & CD)	BW	2,020.09	2,039.94	2,059.10
	ACCOUNT CLERK I ( <i>Megan Nardone Grandfathered</i> )				
4	PLANNING ASSISTANT I	A	54,044.72	54,548.85	55,054.99
	COMMUNITY DEVELOPMENT TECH I	H	27.715	27.974	28.233
	CUSTOMER SERVICE REP II (CLKS. & TRS.)	BW	2,078.64	2,098.03	2,117.50
	CUSTOMER SERVICE REP III (DPW)				
	CUSTOMER SERVICE REP IV (PARKS & CD)				
5	COMMUNITY DEVELOPMENT TECH II	A	55,561.14	56,061.25	56,573.42
	PLANNING ASSISTANT II	H	28.493	28.749	29.012
	CUSTOMER SERVICE REP III (CLKS. & TRS.)	BW	2,136.97	2,156.20	2,175.90
	CUSTOMER SERVICE REP IV (DPW)				
6	ASSESSING COORDINATOR I	A	57,870.91	58,397.14	58,925.37
	COMMUNITY DEVELOPMENT TECH III	H	29.677	29.947	30.218
	CUSTOMER SERVICE REP IV (CLKS. & TRS.)	BW	2,225.80	2,246.04	2,266.36
	ACCOUNT CLERK IV ( <i>Derek Brooks &amp; Shannon Janes Grandfathered</i> )				
7	SENIOR CSR ( <i>Kirubel Sharpe, Monica Cardenas, &amp; Christine Slater Grandfathered</i> )	A	60,265.04	60,775.20	61,271.30
	COMMUNITY DEVELOPMENT TECH IV	H	30.905	31.167	31.421
		BW	2,317.89	2,337.51	2,356.59
8	BOND COORDINATOR	A	65,244.11	65,918.97	67,511.71
	PROJECT COORDINATOR	H	33.459	33.805	34.621
	UTILITY BILLING COORDINATOR	BW	2,509.39	2,535.35	2,596.60
	ASSESSING COORDINATOR II				
	WATER & SEWER COORDINATOR				

**MAPE CITY HALL SALARY AND WAGE SCHEDULE**  
**July 1, 2026 - June 30, 2027**  
**NON-CLERICAL (80 HOUR BI-WEEKLY SCHEDULE)**  
**+ 3.00%**

<b>RANGE</b>	<b>CLASSIFICATION</b>		<b>START</b>	<b>SIX MONTHS</b>	<b>ONE YEAR</b>
9	<i>NO CURRENT CLASSIFICATIONS IN THIS RANGE</i>	A	56,917.14	57,439.89	57,956.20
		H	27.364	27.615	27.864
		BW	2,189.12	2,209.23	2,229.08
10	FACILITIES MAINTENANCE I	A	61,739.68	62,260.29	62,770.18
		H	29.683	29.933	30.178
		BW	2,374.60	2,394.63	2,414.24
11	FACILITIES MAINTENANCE II GIS/NEAMS TECHNICIAN	A	65,677.41	66,193.73	66,722.91
		H	31.576	31.824	32.078
		BW	2,526.05	2,545.91	2,566.27
12	<i>NO CURRENT CLASSIFICATIONS IN THIS RANGE</i>	A	67,228.51	67,749.12	68,267.58
		H	32.321	32.572	32.821
		BW	2,585.71	2,605.74	2,625.68
13	CODE COMPLIANCE OFFICER I RESIDENT APPRAISER I	A	71,532.59	72,040.34	72,571.66
		H	34.391	34.635	34.890
		BW	2,751.25	2,770.78	2,791.22
14	CODE COMPLIANCE OFFICER II	A	75,845.24	76,361.56	76,877.88
		H	36.464	36.712	36.961
		BW	2,917.12	2,936.98	2,956.84
15	RESIDENTIAL APPRAISER II CODE COMPLIANCE OFFICER III	A	80,442.84	80,957.01	81,486.18
		H	38.674	38.922	39.176
		BW	3,093.96	3,113.73	3,134.08
16	BUILDING INSPECTOR ELECTRICAL INSPECTOR MECHANICAL INSPECTOR PLUMBING INSPECTOR	A	82,418.13	82,865.89	83,463.62
		H	39.624	39.839	40.127
		BW	3,169.93	3,187.15	3,210.14
17	COMMERICAL/INDUSTRIAL APPRAISER	A	84,399.85	84,843.32	85,561.03
		H	40.577	40.790	41.135
		BW	3,246.15	3,263.20	3,290.81

**MAPE CITY HALL SALARY AND WAGE SCHEDULE**  
**July 1, 2027 - June 30, 2028**  
**CLERICAL (75 HOUR BI-WEEKLY SCHEDULE)**  
**+ 3.00%**

<b>RANGE</b>	<b>CLASSIFICATION</b>		<b>START</b>	<b>SIX MONTHS</b>	<b>ONE YEAR</b>
1	CUSTOMER SERVICE REP I (PARKS & CD)	A	50,562.44	51,085.84	51,596.82
		H	25.929	26.198	26.460
		BW	1,944.71	1,964.84	1,984.49
2	CUSTOMER SERVICE REP I (DPW)	A	52,540.17	53,057.36	53,605.58
	CUSTOMER SERVICE REP II (PARKS & CD)	H	26.944	27.209	27.490
		BW	2,020.78	2,040.67	2,061.75
3	CUSTOMER SERVICE REP I (CLKS. & TRS.)	A	54,097.94	54,629.61	55,142.66
	CUSTOMER SERVICE REP II (DPW)	H	27.743	28.015	28.278
	CUSTOMER SERVICE REP III (PARKS & CD)	BW	2,080.69	2,101.14	2,120.87
4	PLANNING ASSISTANT I	A	55,666.06	56,185.32	56,706.64
	COMMUNITY DEVELOPMENT TECH I	H	28.547	28.813	29.080
	CUSTOMER SERVICE REP II (CLKS. & TRS.)	BW	2,141.00	2,160.97	2,181.02
	CUSTOMER SERVICE REP III (DPW)				
5	CUSTOMER SERVICE REP IV (PARKS & CD)				
	COMMUNITY DEVELOPMENT TECH II	A	57,227.97	57,743.09	58,270.62
	PLANNING ASSISTANT II	H	29.348	29.612	29.882
	CUSTOMER SERVICE REP III (CLKS. & TRS.)	BW	2,201.08	2,220.89	2,241.18
6	CUSTOMER SERVICE REP IV (DPW)				
	ASSESSING COORDINATOR I	A	59,607.04	60,149.05	60,693.13
	COMMUNITY DEVELOPMENT TECH III	H	30.568	30.846	31.125
	CUSTOMER SERVICE REP IV (CLKS. & TRS.)	BW	2,292.58	2,313.43	2,334.35
7	ACCOUNT CLERK IV ( <i>Derek Brooks &amp; Shannon Janes Grandfathered</i> )				
	SENIOR CSR ( <i>Kirubel Sharpe, Monica Cardenas, &amp; Christine Slater Grandfathered</i> )	A	62,072.99	62,598.46	63,109.44
	COMMUNITY DEVELOPMENT TECH IV	H	31.832	32.102	32.364
		BW	2,387.42	2,407.63	2,427.29
8	UTILITY BILLING COORDINATOR	A	67,201.44	67,896.54	69,537.06
	ASSESSING COORDINATOR II	H	34.462	34.819	35.660
	WATER & SEWER COORDINATOR	BW	2,584.67	2,611.41	2,674.50

**MAPE CITY HALL SALARY AND WAGE SCHEDULE**  
**July 1, 2027 - June 30, 2028**  
**NON-CLERICAL (80 HOUR BI-WEEKLY SCHEDULE)**  
**+ 3.00%**

<b>RANGE</b>	<b>CLASSIFICATION</b>		<b>START</b>	<b>SIX MONTHS</b>	<b>ONE YEAR</b>
9	<i>NO CURRENT CLASSIFICATIONS IN THIS RANGE</i>	A	58,624.66	59,163.08	59,694.89
		H	28.185	28.444	28.699
		BW	2,254.79	2,275.50	2,295.96
10	FACILITIES MAINTENANCE I	A	63,591.87	64,128.09	64,653.28
		H	30.573	30.831	31.083
		BW	2,445.84	2,466.47	2,486.66
11	FACILITIES MAINTENANCE II	A	67,647.74	68,179.54	68,724.59
		H	32.523	32.779	33.041
		BW	2,601.84	2,622.29	2,643.25
12	BOND COORDINATOR PROJECT COORDINATOR GIS/NEAMS TECHNICIAN	A	69,245.37	69,781.59	70,315.60
		H (80hrs)	33.291	33.549	33.806
		H (75hrs)	35.510	35.785	36.059
		BW	2,663.28	2,683.91	2,704.45
13	CODE COMPLIANCE OFFICER I RESIDENT APPRAISER I	A	73,678.57	74,201.55	74,748.81
		H	35.422	35.674	35.937
		BW	2,833.79	2,853.91	2,874.95
14	CODE COMPLIANCE OFFICER II	A	78,120.60	78,652.41	79,184.22
		H	37.558	37.814	38.069
		BW	3,004.64	3,025.09	3,045.55
15	RESIDENTIAL APPRAISER II CODE COMPLIANCE OFFICER III	A	82,856.12	83,385.72	83,930.77
		H	39.835	40.089	40.351
		BW	3,186.77	3,207.14	3,228.11
16	BUILDING INSPECTOR ELECTRICAL INSPECTOR MECHANICAL INSPECTOR PLUMBING INSPECTOR	A	84,890.67	85,351.87	85,967.53
		H	40.813	41.035	41.331
		BW	3,265.03	3,282.76	3,306.44
17	COMMERICAL/INDUSTRIAL APPRAISER	A	86,931.84	87,388.62	88,127.86
		H	41.794	42.014	42.369
		BW	3,343.53	3,361.10	3,389.53

**MAPE CITY HALL SALARY AND WAGE SCHEDULE**  
**July 1, 2028 - June 30, 2029**  
**CLERICAL (75 HOUR BI-WEEKLY SCHEDULE)**  
**+ 2.75%**

<b>RANGE</b>	<b>CLASSIFICATION</b>		<b>START</b>	<b>SIX MONTHS</b>	<b>ONE YEAR</b>
1	CUSTOMER SERVICE REP I (PARKS & CD)	A	51,952.91	52,490.70	53,015.73
		H	26.643	26.918	27.188
		BW	1,998.19	2,018.87	2,039.07
2	CUSTOMER SERVICE REP I (DPW)	A	53,985.03	54,516.44	55,079.73
	CUSTOMER SERVICE REP II (PARKS & CD)	H	27.685	27.957	28.246
		BW	2,076.35	2,096.79	2,118.45
3	CUSTOMER SERVICE REP I (CLKS. & TRS.)	A	55,585.64	56,131.93	56,659.09
	CUSTOMER SERVICE REP II (DPW)	H	28.505	28.786	29.056
	CUSTOMER SERVICE REP III (PARKS & CD)	BW	2,137.91	2,158.92	2,179.20
4	PLANNING ASSISTANT I	A	57,196.88	57,730.41	58,266.08
	COMMUNITY DEVELOPMENT TECH I	H	29.332	29.605	29.880
	CUSTOMER SERVICE REP II (CLKS. & TRS.)	BW	2,199.88	2,220.40	2,241.00
	CUSTOMER SERVICE REP III (DPW)				
	CUSTOMER SERVICE REP IV (PARKS & CD)				
5	COMMUNITY DEVELOPMENT TECH II	A	58,801.74	59,331.02	59,873.06
	PLANNING ASSISTANT II	H	30.155	30.426	30.704
	CUSTOMER SERVICE REP III (CLKS. & TRS.)	BW	2,261.61	2,281.96	2,302.81
	CUSTOMER SERVICE REP IV (DPW)				
6	ASSESSING COORDINATOR I	A	61,246.23	61,803.15	62,362.20
	COMMUNITY DEVELOPMENT TECH III	H	31.408	31.694	31.981
	CUSTOMER SERVICE REP IV (CLKS. & TRS.)	BW	2,355.62	2,377.04	2,398.55
	ACCOUNT CLERK IV ( <i>Derek Brooks &amp; Shannon Janes Grandfathered</i> )				
7	SENIOR CSR ( <i>Kirubel Sharpe, Monica Cardenas, &amp; Christine Slater Grandfathered</i> )	A	63,780.00	64,319.92	64,844.95
	COMMUNITY DEVELOPMENT TECH IV	H	32.708	32.985	33.254
		BW	2,453.08	2,473.84	2,494.04
8	UTILITY BILLING COORDINATOR	A	69,049.48	69,763.69	71,449.33
	ASSESSING COORDINATOR II	H	35.410	35.776	36.641
	WATER & SEWER COORDINATOR	BW	2,655.75	2,683.22	2,748.05

**MAPE CITY HALL SALARY AND WAGE SCHEDULE**  
**July 1, 2028 - June 30, 2029**  
**NON-CLERICAL (80 HOUR BI-WEEKLY SCHEDULE)**  
**+ 2.75%**

<b>RANGE</b>	<b>CLASSIFICATION</b>		<b>START</b>	<b>SIX MONTHS</b>	<b>ONE YEAR</b>
9	<i>NO CURRENT CLASSIFICATIONS IN THIS RANGE</i>	A	60,236.83	60,790.07	61,336.50
		H	28.960	29.226	29.489
		BW	2,316.80	2,338.08	2,359.10
10	FACILITIES MAINTENANCE I	A	65,340.65	65,891.62	66,431.25
		H	31.414	31.679	31.938
		BW	2,513.10	2,534.29	2,555.05
11	FACILITIES MAINTENANCE II	A	69,508.05	70,054.48	70,614.52
		H	33.417	33.680	33.949
		BW	2,673.39	2,694.40	2,715.94
12	<i>NO CURRENT CLASSIFICATIONS IN THIS RANGE</i>	A	71,149.61	71,700.58	72,249.28
		H	34.207	34.471	34.735
		BW	2,736.52	2,757.71	2,778.82
13	CODE COMPLIANCE OFFICER I	A	75,704.73	76,242.10	76,804.40
	RESIDENT APPRAISER I	H (80hrs)	36.397	36.655	36.925
	BOND COORDINATOR	H (75hrs)	38.823	39.099	39.387
	PROJECT COORDINATOR	BW	2,911.72	2,932.39	2,954.02
	GIS/NEAMS TECHNICIAN				
14	CODE COMPLIANCE OFFICER II	A	80,268.92	80,815.35	81,361.78
		H	38.591	38.854	39.116
		BW	3,087.27	3,108.28	3,129.30
15	RESIDENTIAL APPRAISER II	A	85,134.66	85,678.83	86,238.87
	CODE COMPLIANCE OFFICER III	H	40.930	41.192	41.461
		BW	3,274.41	3,295.34	3,316.88
16	BUILDING INSPECTOR	A	87,225.17	87,699.04	88,331.63
	ELECTRICAL INSPECTOR	H	41.935	42.163	42.467
	MECHANICAL INSPECTOR	BW	3,354.81	3,373.04	3,397.37
	PLUMBING INSPECTOR				
17	COMMERICAL/INDUSTRIAL APPRAISER	A	89,322.47	89,791.81	90,551.38
		H	42.943	43.169	43.534
		BW	3,435.48	3,453.53	3,482.75



# Restricted Assignment Policy

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## Section 1

A City of Novi full time employee who is unable to perform the essential functions of his/her regular job assignments 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 and request a non-duty restricted assignment only after the employee has been on the City's Short Term Disability Policy, or has utilized a minimum of one week of leave time (40 hours for 8-hour employees, 37.5 hours for 7.5-hour employees) from the date of disability, and has the documentation verifying the illness/injury and the ability to return to work with restrictions.

In the event of a progressive disability, verified through medical evidence in accordance with Section 6 and 7 below, the employee, at the employee's option, may request a non-duty restricted assignment without first utilizing the City's Short Term Disability Policy or the use of leave time required prior to benefit payment.

- 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 eliminated 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 continued 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 with 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.



# Tuition Reimbursement

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**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	\$1,000 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).

# THE CITY OF NOVI

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**Policy Name:** Earned Sick Time Policy      **Effective Date:** 02/21/2025

**Page:** 1 of 3

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## 1.0 Purpose

This directive outlines the requirements and provisions of Michigan's Earned Sick Time Act (PA 338 of 2018, as amended in 2025).

This ensures that all unrepresented City of Novi employees who are covered by the Act and not covered by a collective bargaining agreement understand their rights under this Act and its benefit provisions. In the event of any conflict between this policy and applicable law, the law will be followed. This policy may be amended at any time by the City of Novi based upon information received.

## 2.0 Policy:

Effective date: February 21, 2025

## 3.0 Scope/Eligibility

This policy applies to all City employees whose positions are not covered by a collective bargaining agreement (CBA) and who hold non-represented full-time, regular part-time, seasonal, and temporary positions. All other full or part-time employees are covered by their respective collective bargaining agreements.

## 4.0 Accrual of Earned Sick Time for Seasonal/Part-Time Employees

These City employees will accrue one (1) hour of earned sick time for every thirty (30) hours worked and must work at least 120 days to be eligible for usage. Upon separation, the City will not pay out accrued, unused "ESTA" time.

## 5.0 Full-Time Personnel

To meet compliance with Michigan's Earned Sick Time Act, the City of Novi has designated a separate ESTA bank to be used in conjunction with the current PTO bank. Per ESTA, employees may utilize up to 72 hours per calendar year for uses as defined within the Act.

- The City of Novi's PTO policy exceeds the minimum earned sick time as established by ESTA, therefore, no additional time will be added to current PTO banks. ESTA time will be frontloaded into employees' banks on January 1 each year. For the purposes of the City of Novi, ESTA time can be used for reasons designated by 8.0 below or as indicated in the City of Novi PTO Policy.
- If an employee utilizes all allocated ESTA time, Novi is not required to provide additional sick time.
- Employees must document ESTA time usage on their electronic timecard

## 6.0 Accrual Rate

**6.1 Accrual Begins** At the employee's date of hire.

# THE CITY OF NOVI

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**Policy Name:** Earned Sick Time Policy      **Effective Date:** 02/21/2025

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**6.2 Benefit Year** January 1<sup>st</sup> through December 31<sup>st</sup> for all employees.

**6.3 Carry-Over** Those employees not covered by the City's Paid Time Off Policy shall be allowed to carry over unused earned sick time from one year to the next. A maximum of 72 hours of banked/earned sick time shall be permitted for use each year.

## 7.0 Usage of Earned Sick Time

**7.1 Availability** Eligible employees are required to wait until the 120<sup>th</sup> calendar day after commencing employment before using accrued earned sick time.

**7.2 Benefit Level** Employees are permitted to use up to 72 hours of banked/earned sick time in a benefit year.

**7.3 Increments** Earned sick time shall be taken/reported in one-hour increments.

## 8.0 Notice of Sick Leave Qualifying Uses of Earned Sick Time

Earned sick time may be used for:

- 8.1 The employee's or the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.
- 8.2 If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
- 8.3 For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child.
- 8.4 For closure of the employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease.

## 9.0 Definition of Family

# THE CITY OF NOVI

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**Policy Name:** Earned Sick Time Policy      **Effective Date:** 02/21/2025

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For the use of earned sick time for an employee's family member, family member includes:

- 9.1 Biological, adopted or foster child, stepchild or legal ward, or a child to whom the employee stands in loco parentis.
- 9.2 Biological parent, foster parent, stepparent, adoptive parent, or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child.
- 9.3 Grandparent or grandchild.
- 9.4 Biological, foster or adopted sibling.
- 9.5 Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

## **10.0 Employee Notice**

- Employees must provide reasonable notice (7 calendar days) when using earned sick time, unless the need for leave is unforeseeable.
- If an employee uses more than 3 consecutive days of earned sick time, documentation will be required.

## **11.0 Payout upon Separation**

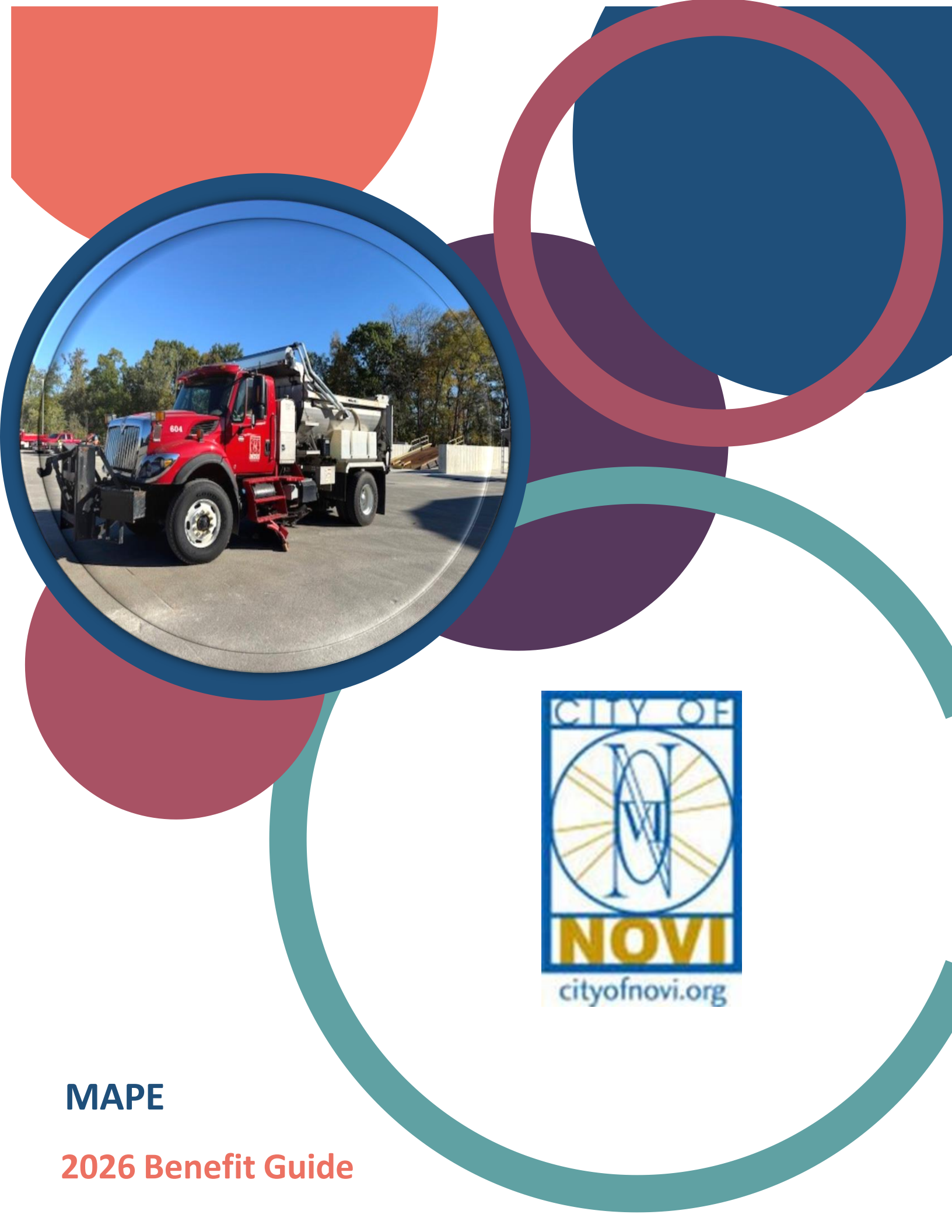
Accrued unused sick time shall not be paid upon separation. Full-time employees covered by this Policy, please refer to the Paid Time Off Policy.

## **12.0 Recordkeeping:**

The City of Novi will retain documents recording earned and used earned sick time for at least a minimum period of 3 years.

## **13.0 Retaliation Prohibited**

Employers are prohibited from retaliating against employees for using earned sick time or for filing a complaint regarding violations of the Act.



**MAPE**

**2026 Benefit Guide**

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**If you have Medicare or will become eligible for Medicare in the next 12 months, a Federal law gives you more choices about your prescription drug coverage. Please see your Federal Notices enclosed for more information.**

This document is an outline of the coverage provided under your employer’s benefit plans based on information provided by your company. It does not include all the terms, coverage, exclusions, limitations, and conditions contained in the official Plan Document, applicable insurance policies and contracts (collectively, the “plan documents”). The plan documents themselves must be read for those details. The intent of this document is to provide you with general information about your employer’s benefit plans. It does not necessarily address all the specific issues which may be applicable to you. It should not be construed as, nor is it intended to provide, legal advice. To the extent that any of the information contained in this document is inconsistent with the plan documents, the provisions set forth in the plan documents will govern in all cases. If you wish to review the plan documents or you have questions regarding specific issues or plan provisions, you should contact your Human Resources/Benefits Department.

# Welcome to Open Enrollment

The City of Novi is committed to offering you a variety of healthcare options to protect you and your eligible family members. The City of Novi will continue to offer the Blue Cross Blue Shield MI Community Blue PPO Plan and HAP Traditional HMO plans you are already familiar with. This year the HDHP HMO will be offered through HAP. Details about each of these options are provided in this benefit guide.

The benefits you select during this enrollment period will remain in place throughout 2026 (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 2026 plan year.

## **If you have questions, please contact the Human Resources Department at ext. 452.**

- ⇒ For newly hired employees, this is your opportunity to enroll yourself and your eligible dependents in the employee benefit plans offered through the City of Novi.
- ⇒ If this is your annual enrollment, this is your opportunity to do the following:
  - Enroll in the medical plan of your choice if you have previously waived coverage.
  - Enroll eligible dependents previously not enrolled.
  - Change your medical coverage selection.
  - 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).
  - Enroll in a Flexible Spending Account

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



The City of Novi utilizes the Employee Navigator benefit administration system for benefit enrollments and updates. You'll receive a custom link during your initial new hire and annual enrollment period. You'll need to create your login and password to use going forward. If you require access to the Employee Navigator system outside of your enrollment time, you can do so at <http://gbs.employeenavigator.com/>.



# Memo From HR

Hello Team Novi –

As we prepare to say goodbye to 2025, I am again amazed at just how much the Novi team contributes to making Novi a great place to work and live. Way to go Team Novi!

This past year we welcomed new restaurants and said goodbye to some familiar staples. We saw a decade in the making of residential and Japanese culture come to fruition at Main Street and Grand River. We hosted our first Diwali Festival, and let's not forget a water emergency that kept employees and residents on their toes, and conserving water. Each of you have played an intricate role in strengthening our community – welcoming new businesses and residents, rescuing a cat, saving a turtle, ensuring all who live and travel through Novi reached their destinations safely during snow and ice storms, and supporting those who crossed paths with our dedicated men and women in public safety. All of which was done with professionalism, empathy and a true calling for public service. We do great and important work, for a special City!

At the time I am writing this, we have welcomed 63 new employees. Fifteen full-time, 9 of which were public safety employees, 1 in Assessing, 1 in Treasury, 2 DPW, 1 Engineer, and 1 in Community Development; and 48 part-time employees in various departments throughout the City. As well, four of our employees were promoted to various leadership positions within the City. Lastly, we wished 8 employees farewell as they transitioned into retirement.

As we prepare for Open Enrollment, this is your opportunity to review your current benefit coverage, see what did or didn't work last year and adjust. We check our beneficiaries, and plan for 2026. As you may have seen nationally, health care costs continue to rise across the country. The national average projected health care increase was 9%, and Michigan large group employers were projected to be upwards of 15.5%. Unfortunately, we are not immune to these increases. The Blue Cross Blue Shield plan saw an almost 15% increase, while HAP came in at just under 7%. We continue to work closely with our insurance partners as they shop other insurance carriers for competitive plans. I will admit, it's difficult to get competitive quotes with a \$0 deductible health care plan, and a High-Deductible plan which the City contributes over 50% of the deductible.

Some things we all can do to help manage health care costs into the future: use in-network providers whenever possible; choose generic prescriptions instead of name brand medications when available; utilize preventative care (annual physicals and screenings) which are covered at 100%; consider telehealth options for non-emergency care; and finally, review your plan options carefully during open enrollment to ensure you are selecting the right plan for you and your family.

Lastly, I want to mention a couple investments that have been made to support the health and well-being of all of you. In January of 2025, we added an **Employee Assistance Program** that not only supports you, but also your dependents. I encourage you to review the benefits that are included in this plan, and please take advantage of the program if needed. **New in 2026 – hearing aids will be an added benefit for you and your dependents.** Many of you asked about this benefit, and this year we were able to provide that for you and your family.

The HR team is here to answer questions about your health care, and all benefits offered by the City. Please reach out to us if you have questions.

Wishing you and your family a healthy, happy, and safe 2026.

Your HR Team

Charmaine, Jerry, Kamry, Elise, and Tia

# Enrollment Steps

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## Open Enrollment Process—What Do I Need To Do?

<b>1</b>	<b>Read this guide carefully.</b>	Familiarize yourself with each benefit plan option.
<b>2</b>	<b>Review your current benefit elections.</b>	Review your current elections and make adjustments accordingly for the upcoming plan year.
<b>3</b>	<b>Consider your health care needs.</b>	Think about the health care needs that you can anticipate for yourself and your covered family members in the coming year.
<b>4</b>	<b>Determine how much to contribute to your Health Savings Account or Flexible Spending Account.</b>	Please note that the annual limit for healthcare flexible spending accounts will be <b>\$3,300 in 2026</b> .
<b>5</b>	<b>Review your Beneficiaries.</b>	Now is the best time to make sure you have your beneficiary information up to date for your life insurance and retirement plans.
<b>6</b>	<b>Ask Questions.</b>	If you have questions about your benefit plan options, contact your HR team at ext. 452.
<b>7</b>	<b>Make your annual enrollment election in the Employee Navigator system</b>	Annual enrollment elections are due by <b>December 6, 2025</b> .

# Eligibility

## Eligibility/Waiving Coverage

- ⇒ Newly hired employees will be effective their date of hire. Current employees that wish to make changes during the annual enrollment will be effective on January 1st.
- ⇒ Eligible dependents include your legal spouse, children and step children. Children and step children may remain on your coverage 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.

## Special Enrollment Events/ Changes in Family Status

- ⇒ If you decline coverage for yourself and/or your dependents (including your spouse) now because you are covered by another health insurance plan, you may be able to enroll yourself or your dependents in this plan in the future if you lose that other coverage.
- ⇒ If you acquire a new dependent as a result of marriage, birth or adoption, you may be able to enroll yourself and your dependents.
- ⇒ These events are referred to as special enrollment events. You must request enrollment within 30 days of a special enrollment event. If you fail to do so, they will not be eligible until the City's next annual enrollment period. When you become enrolled as the result of a special enrollment event, coverage will be made effective on the date of the 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.

# Employee Contribution

## 2026 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			
	HAP	HAP HMO H.S.A.	BCBSM CB4
<b>Single</b>	\$128.01	\$121.24	\$256.14
<b>Two-Person</b>	\$294.44	\$274.06	\$614.48
<b>Family</b>	\$332.85	\$305.65	\$768.63

Monthly Employer Cost			
	HAP	HAP HMO H.S.A.	BCBSM CB4
<b>Single</b>	\$725.42	\$687.02	\$1,024.56
<b>Two-Person</b>	\$1,668.47	\$1,552.98	\$2,457.91
<b>Family</b>	\$1,886.16	\$1,731.99	\$3,074.50

**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 pretax 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	HAP HMO	HAP HMO HSA	BCBSM COMMUNITY BLUE 4 PPO	
	In-Network Only	In-Network Only	In-Network	Out-of-Network
<b>CALENDAR YEAR DEDUCTIBLE</b>				
<b>Individual</b>	None	\$1,700	\$500	\$1,000
<b>Family</b>		\$3,400	\$1,000	\$2,000
<b>COINSURANCE</b>				
<b>Individual</b>	100% for most services	100% for most services	80%	60%
<b>Family</b>				
<b>CITY ANNUAL HEALTH SAVINGS ACCOUNT CONTRIBUTION</b>				
<b>Individual</b>	N/A	\$1,237.50	N/A	N/A
<b>Two Person</b>	N/A	\$2,475.00	N/A	N/A
<b>Family</b>	N/A	\$2,475.00	N/A	N/A
<b>CALENDAR YEAR COINSURANCE MAXIMUM (DOES NOT INCLUDE COPAYS)</b>				
<b>Individual</b>	Minimal	None	\$2,000.00	\$4,000.00
<b>Family</b>			\$4,000.00	\$8,000.00
<b>CALENDAR YEAR OUT OF POCKET MAXIMUM (INCLUDES DEDUCTIBLE)</b>				
<b>Individual</b>	\$6,600	\$2,000	\$6,350	\$12,700
<b>Family</b>	\$13,200	\$4,000	\$12,700	\$25,400
<b>Lifetime Maximum</b>	Unlimited	Unlimited	Unlimited	Unlimited
<b>HOSPITAL SERVICES</b>				
<b>Hospital Room &amp; Board</b>	100%	100% after deductible	80% after deductible	60% after deductible
<b>In-Patient Surgery</b>	100%	100% after deductible	80% after deductible	60% after deductible
<b>Emergency Room</b>	\$50 copay	100% after deductible	\$150 copay	\$150 copay
<b>Diagnostic X-Ray &amp; Lab</b>	100%	100% after deductible	80% after deductible	60% after deductible
<b>PHYSICIAN SERVICES</b>				
<b>Doctor Office Visits</b> (medically necessary)	\$20 copay	100% after deductible	\$20 copay	60% after deductible
<b>Outpatient and Home Visits</b>	\$20 copay	100% after deductible	80% after deductible	60% after deductible
<b>Pre &amp; Post Natal Care</b>	\$20 copay	100% after deductible	100%	60% after deductible
<b>Allergy Testing &amp; Therapy</b>	\$20 copay	100% after deductible	100%	60% after deductible
<b>Chiropractic Care</b>	\$20 copay, 24 visit limit	100% after deductible	\$20 copay, 12 visit limit	60% after deductible
<b>Out-Patient Surgery</b>	100%	100% after deductible	80% after deductible	60% after deductible

# Medical Benefits Comparison

ITEM	HAP HMO	HAP HMO HSA	BCBSM COMMUNITY BLUE 4 PPO	
	In-Network Only	In-Network Only	In-Network	Out-of-Network
<b>PREVENTIVE SERVICES</b>				
<b>Routine Physical Exams</b>	100%	100%	100%	Not covered
<b>GYN Exams</b>	100%	100%	100%	Not covered
<b>Well Child Care</b>	100%	100%	100%	Not covered
<b>Immunizations</b>	100%	100%	100%	Not covered
<b>Routine Pap Smear</b>	100%	100%	100%	Not covered
<b>Routine Mammogram</b>	100%	100%	100%	60% after deductible
<b>MENTAL &amp; NERVOUS</b>				
<b>Inpatient</b>	100%	100% after deductible	80% after deductible	60% after deductible
<b>Outpatient</b>	\$20 copay	100% after deductible	\$20 copay	60% after deductible
<b>SUBSTANCE ABUSE</b>				
<b>Inpatient</b>	100%	100% after deductible	80% after deductible	60% after deductible
<b>Outpatient</b>	\$20 copay	100% after deductible	\$20 copay	60% after deductible
<b>OTHER SERVICES</b>				
<b>Ambulance Services</b>	100%	100% after deductible	80% after deductible	80% after deductible
<b>Durable Medical Equipment</b>	100%	100% after deductible	80% after deductible	80% after deductible
<b>Prosthetics and Orthotics</b>	100%	100% after deductible	80% after deductible	80% after deductible
<b>Home Health Care</b>	100%	100% after deductible	80% after deductible	80% after deductible
<b>HEARING BENEFITS</b>				
<b>Hearing Benefits</b>	<b>Member Copay for One Hearing Aid</b> Value: \$0 Basic: \$689 Prime: \$989 Advanced: \$1,539 Premiums \$2,039	<b>Member Copay for One Hearing Aid AFTER DEDUCTIBLE</b> Value: \$0 Basic: \$689 Prime: \$989 Advanced: \$1,539 Premiums \$2,039	Benefits covered 100% of approved amount <ul style="list-style-type: none"> <li>Audiometric exam – one every 36 months</li> <li>Hearing aid evaluation – one every 36 months</li> <li>Ordering and fitting the hearing aid (a binaural hearing aid only) – one every 36 months</li> <li>Hearing aid conformity test – one every 36 months</li> </ul>	Not Covered
	Annual hearing test with no out-of-pocket cost. Access to a nationwide network of 8,000 providers. Hearing aids available from all major manufacturers. To get started, call 877-484-7977 or visit <a href="http://HAP.NationsBenefits.com/Hearing">HAP.NationsBenefits.com/Hearing</a> .			
<b>PRESCRIPTION DRUGS</b>				
<b>Prescription Drugs</b>	\$10/\$20/\$40 copay (includes contraceptives) 90-day supply available through mail order for one copay	\$10/\$40/\$80 copay <b>after deductible</b> (includes contraceptives) 90-day supply available through mail order for two copays <b>after deductible</b>	\$15/\$30/\$60 copay (includes contraceptives) Non-network pharmacies are reimbursed 75% less the copayment (includes contraceptives) 90-day supply available through mail order for one copay	

## Hearing Benefit - Health Alliance Plan (HAP) HMO Plan

HAP members can save thousands on the cost of hearing aids with NationsHearing. You will be guided through the process of getting tested for hearing loss and selecting comfortable, nearly invisible hearing aid that fits your needs and lifestyle. Digital hearing aids start at zero dollars each.

### Program Features

- Annual hearing test with no out-of-pocket cost
- Access to a nationwide network of 8,000+ providers
- Hearing aids available from all major manufacturers
- Low pricing and a 60-day, 100% money-back guarantee
- Three follow-up visits
- Concierge services by dedicated Member Experience Advisors
- 3-year manufacturer's repair warranty
- 3 years of batteries included\*
- One-time replacement coverage for lost, stolen or damaged hearing aids\*\*
- 12- and 18-month financing options available with 0% APR, no money down

To get started, call 877-484-7977 (TTY: 711), Member Experience Advisors are available 8AM - 8PM Local Time. Or visit [HAP.NationsBenefits.com/Hearing](http://HAP.NationsBenefits.com/Hearing).

Hearing Aid Technology	Member Copay for One (1) Hearing Aid	Member Copay for Two (2) Hearing Aids
<b>Value</b> <ul style="list-style-type: none"> <li>• Best for people who live quieter lives</li> <li>• Intended for simpler sound situations</li> <li>• Great for one-on-one, smaller or closer conversations</li> </ul>	\$0	\$0
<b>Basic</b> <ul style="list-style-type: none"> <li>• Helps in listening situations with minimal background noise</li> <li>• Good for one-on-one conversations</li> <li>• Small groups, 3 people or less</li> <li>• Small family gatherings</li> </ul>	\$689	\$1,378
<b>Prime</b> <ul style="list-style-type: none"> <li>• Moderate activity level</li> <li>• Moderate levels of background noise</li> <li>• Ideal for quieter restaurants and shopping</li> </ul>	\$989	\$1,978
<b>Advanced</b> <ul style="list-style-type: none"> <li>• High activity level</li> <li>• Improved speech clarity</li> <li>• Hearing aids communicate with each other (binaural processing)</li> <li>• Better sound quality than Prime or Basic</li> </ul>	\$1,539	\$3,078
<b>Premium</b> <ul style="list-style-type: none"> <li>• Extremely high activity level</li> <li>• Most advanced features (noise reduction, wind noise manager)</li> <li>• Best for members who complain of poor hearing in background noise</li> <li>• Most flexible programs</li> </ul>	\$2,039	\$4,078

\*Not applicable to the purchase of rechargeable hearing aid models. \*\*Deductibles may apply.

# New Hearing Benefit



## Hearing Benefit – Blue Cross Blue Shield Michigan PPO (BCBSM)

You must obtain a medical evaluation (sometimes called a medical clearance exam) of the ear performed by a physician-specialist before you receive your hearing aid. If a physician-specialist is not accessible, your primary care doctor may perform the medical evaluation. This evaluation is not covered under your hearing care coverage, so you must pay for this exam unless your medical coverage includes coverage for office visits. A physician-specialist is a licensed doctor of medicine or osteopathy who is also board certified or in the process of being board certified as an otolaryngologist. A physician-specialist determines whether a patient has a hearing loss and whether such loss can be offset by a hearing aid.

Member's responsibility (deductible and copay)		
Benefits	Participating Provider	Nonparticipating Provider
Deductible	None	Not applicable
Copay	None	No applicable
Covered Services	Participating Provider	Nonparticipating Provider
Audiometric exam – one every 36 months	Benefits covered 100% of approved amount	Not Covered
Hearing aid evaluation – one every 36 months	Benefits covered 100% of approved amount	Not Covered
Ordering and fitting the hearing aid (a binaural hearing aid only) – one every 36 months	Benefits covered 100% of approved amount	Not Covered
Hearing aid conformity test – one ever 36 months	Benefits covered 100% of approved amount	Not Covered

You must receive the following services from a hearing participating provider. Hearing care services are not covered when performed by nonparticipating providers unless the services are performed outside of Michigan and the local Blue Cross and Blue Shield plan does not contract with providers for hearing care services. In this case, BCBSM will pay the approved amount for hearing aids and related covered services obtained from a participating provider. You may be responsible for charges that exceed the approved amount.

If you select a digitally controlled programmable hearing device, you may be responsible for charges that exceed the cost of a covered hearing aid.

## 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 **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.



## HAP HMO Plan with Health Savings Account (HSA)

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 HAP HMO HSA plan.

Here's how the plan works: Once you enroll in the HAP 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 \$1,237.50 to your account if you have single coverage or \$2,475.00 if you have two-person or family coverage over the course of the calendar year. **This contribution is pro-rated based on date of hire.**

The City will make an initial contribution of \$618.75 (single coverage) or \$1,237.50 (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:

### 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.

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.

2026 H.S.A. CONTRIBUTION LIMITS		
	Single Coverage	2-Person or Family Coverage
<b>Maximum Allowable Contribution per Year</b>	\$4,400.00	\$8,750.00
<b>City's Annual Contribution</b> <small>* Pro-rated based on date of hire</small>	\$1,237.50	\$2,475.00
<b>Your Maximum Annual Contribution after the City's Contribution</b>	\$3,162.50	\$6,275.00
<b>Catch Up Contribution for Employees over Age 55</b>	\$1,000.00 per year	\$1,000.00 per year

Important Features to Note About HAP HMO Plan with HSA	Important Features to Note About Health Savings Accounts
<ul style="list-style-type: none"> <li>⇒ The plan is an HMO. You and each covered family member must select a PCP and that PCP will coordinate all of your care</li> <li>⇒ Each family member may select a different PCP</li> <li>⇒ 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</li> <li>⇒ <b>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</b></li> <li>⇒ <b>Prescription drug copayments will apply after the deductible has been satisfied.</b> The copayments are \$10 for generic drugs, \$40 for preferred brand name drugs, \$80 for non-preferred brand name drugs and \$80 for preferred and non-preferred specialty brand name drugs.</li> <li>⇒ Please refer to the HAP HMO HSA benefits summary for further details</li> </ul>	<ul style="list-style-type: none"> <li>⇒ You must be enrolled in a qualifying high deductible health plan to establish an 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)</li> <li>⇒ 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</li> <li>⇒ You cannot use your HSA to reimburse yourself for over-the counter medications (except insulin) unless they are prescribed by a physician</li> <li>⇒ 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</li> <li>⇒ 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</li> <li>⇒ <b>If you are enrolled in or thinking about enrolling in any part of Medicare, you cannot contribute to an HSA. Please see HR for further details</b></li> </ul>

## 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 Community Blue PPO 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.

## HAP and BCBSM

You can fill a 30-day prescription for the following copayments:

Type of Prescription	HAP HMO	HAP HMO HSA	BCBSM Community Blue
<b>Generic Drug</b>	\$10 Copay	\$10 Copay after deductible	\$15 Copay
<b>Bran Name Drug</b>	\$20 Copay	\$40 Copay after deductible	\$30 Copay
<b>Non-Formulary Brand Name Drug</b>	\$40 Copay	\$80 Copay after deductible (including specialty drugs)	\$60 Copay

These medical carriers offer a mail-order prescription plan so that you can obtain up to a 90-day supply of maintenance medications at a discount. 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. For more information, contact the applicable carrier customer service representative at the toll free number located on the back of your medical member ID card.

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 changed, it is because your medication has become non-formulary or possibly moved to a different tier. If this happens, you should ask your physician if an alternative formulary drug is available to you. Please be aware that the prescription formularies for each medical carrier are different.

## 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.



# Coordination of Benefits

**Please be aware that from time to time you may receive a “Coordination of Benefits Subscriber Questionnaire” from your medical carrier.**

- The purpose of this questionnaire is to determine if any member enrolled on your medical contract is covered under another group health plan.
- If this questionnaire is not returned to the medical carrier and a claim is received, the claim will not be paid. The claim will be pended by the medical carrier.
- Typically the medical carrier will then send another questionnaire to you with a request to return date, or claims will be rejected.
- If the second questionnaire is not returned to the carrier by their requested date, 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 may receive this questionnaire annually from your medical carrier.
- Please complete the questionnaire and return it promptly to your medical carrier to avoid any claim problems.



**If you have any questions regarding the questionnaire or coordination of benefits procedure, please call the customer service number on the back of your member ID card.**



## Diabetes Management Solutions

If you or a family member has prediabetes or are at risk to develop type 2 diabetes, you can improve your health and quality of life by participating in a diabetes prevention and management program.

HAP	Blue Cross Blue Shield
<p><a href="https://www.hap.org/health-programs/diabetes-care">https://www.hap.org/health-programs/diabetes-care</a> or contact Pharmacy Advantage to discuss diabetic supply options available to you at <b>800.456.2112</b></p>	<p>Visit <a href="https://www.teladoc.com/go/bluecrossmi-start">TeladocHealth.com/Go/BLUECROSSMI-START</a> or call <b>800.835.2362</b> and use registration code: <b>BLUECROSSMI-START</b></p>

# Telemedicine



## HAP TELEHEALTH

Not feeling well? Is your doctor's office closed? Too sick to leave home?

Now you can see a doctor using your mobile phone, tablet or computer.

### Here are the benefits of using telehealth services:

- ◆ Affordable, easy and convenient
- ◆ Doctors are licensed and board certified
- ◆ No appointment, short wait
- ◆ 24/7 access
- ◆ Online visits are secure

### How do I sign up?

It's free to enroll. Follow these easy steps:

#### Desktop Users:

- ◆ Visit [haptelehealth.org](http://haptelehealth.org)
- ◆ Enter your information and click Sign Up.

#### Mobile Users:

Download the **HAP Telehealth app** from iTunes or Google Play. Enter your information and click Sign Up.

You can also access the HAP Telehealth once you're logged in to your [hap.org](http://hap.org) account.

### HAP HMO HSA Participants:

Telehealth visits are covered after your deductible has been satisfied.

## BCBSM TELADOC

Talk to a board certified doctor for minor illnesses such as a cold, flu or sore throat.

- ◆ Visits last about ten minutes, although the doctor will spend as much time as needed. See a doctor by appointment or on demand 24 hours a day, seven days a week.
- ◆ Behavioral Health Care
- ◆ Therapy & Psychiatry Visits

### How do you sign up?

- ◆ Mobile - Download the **Teladoc Health app**
- ◆ Web - Visit [bcbsm/virtualcare](http://bcbsm/virtualcare)
- ◆ Phone - Call **800.835.2362**

### How does it work?

- ◆ Launch the virtual visits app or website, and log in to your account
- ◆ Choose a service: Medical, Therapy, or Psychiatry
- ◆ Pick a doctor or begin a scheduled visit and enter your payment information. You can use HSA or FSA funds to pay for your share of the cost (if any).
- ◆ Meet the doctor or therapist online
- ◆ Get a prescription, if appropriate, sent to a local pharmacy
- ◆ You can request to have a visit summary sent to your primary care doctor or other health care provider at the end of your online visit

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

**The annual maximum benefit per insured is \$1,500 on Type 1-3.**

**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 100%
- ◆ Type 2 at 75%
- ◆ Type 3 at 50%
- ◆ Type 4 at 50%, **\$1,500 lifetime maximum**



## Vision Benefits (Included in Your Medical Election)

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

BCBSM (VSP Network of Providers)	HAP (Embedded in the HAP Medical Plans)
<ul style="list-style-type: none"> <li>• Eye exams - \$10 copay; every 24 months</li> <li>• Lenses – One pair every 24 months; \$25 copay (one copay applies to both lenses and frames)</li> <li>• 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)</li> <li>• 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)</li> <li>• Contacts Medically Necessary– requires prior authorization approval from VSP and must meet criteria of medically necessary; \$25 copay.</li> <li>• Benefit frequency for all services– Every 24 months</li> </ul> <p><b>To search for providers in your area, please visit <a href="http://www.vsp.com/eye-doctor">www.vsp.com/eye-doctor</a></b></p> 	<ul style="list-style-type: none"> <li>• Eye exams – \$20 Copay, once every calendar year</li> <li>• Lenses/Frames – Once every 12 months</li> <li>• Contacts in <b>lieu of glasses</b> – Once every 12 months</li> <li>• HAP requires members to choose frames and contact lenses from their <i>Collection Line</i>. Members who do not select from this line will be given a \$40 frame allowance and \$80 contact lenses allowance.</li> </ul> <p>To search for providers in your area, please visit <a href="http://hap.org/find-a-doctor">hap.org/find-a-doctor</a></p> 

# Flexible Spending Account



## Plan Year January 1, 2026 – December 31, 2026

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 Highlights

- Reimburse yourself with tax free dollars and save money
- Healthcare flexible spending account maximum: **\$3,300**
- Dependent care account maximum: **\$7,500** per household
- 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.

This plan allows you two opportunities to use your remaining funds left over at the end of each plan year.

### Runout:

The healthcare FSA plan has a run out provision of 90 days. This means you are able to submit receipts for services rendered in the prior year for reimbursement until March 31st of the next year (during a leap year this date may change to April 1).

### Rollover:

If you re-elect to contribute to the Healthcare FSA, the plan will carry over up to **\$660 of unused funds in your account as of the end of the plan year (December 31, 2025). These funds can be used to reimburse you for services rendered in the new plan year.**

- 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.
- Your carryover amount will be available the first of the month of the new plan year and added to your election amount for the new year.
- **Any unused amount remaining in the healthcare FSA for 2025 in excess of \$660 is forfeited after March 31st, as required by IRS rules.**

### 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

**Important Note:** If you are enrolling into the HAP HMO High Deductible Health Plan 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.

# Additional Benefits



## AFLAC

The City of Novi will continue to offer supplemental benefits through Aflac, as we have since 2014. With health care expenses on the rise, American's are continuing to seek an extra financial safety net for unexpected out-of-pocket medical expenses, out-of-pocket non-medical expenses, and income loss. As you may know, Aflac pays cash benefits directly to the policyholder when medical events occur to you or a covered family member, regardless of any other insurance you may have. Aflac programs are payroll deducted, with many qualifying for "pre-tax" savings.

The following chart details the plans available and monthly cost range. The premiums will vary, depending on the coverage level you choose. Other factors may come into play such as the employee age and benefit level selected. Please consult your Aflac agent during open enrollment for more details. A summary of each plan is below.

Click URL or scan the QR code for more information on each of the benefits available.

<https://aflacrollment.com/CityofNovi/0YT441857279>

If you have any questions, please call your Aflac benefits professional Dennis Patton:

(248) 408-9407 or email: [dennis\\_patton@us.aflac.com](mailto:dennis_patton@us.aflac.com)



	EMPLOYEE	EMPLOYEE/SPO USE	ONE PARENT FAMILY	TWO PARENT FAMILY
PLAN NAME	STARTS AT	STARTS AT	STARTS AT	STARTS AT
ACCIDENT INSURANCE PLAN 2	\$26.72	\$37.57	\$44.46	\$56.52
HOSPITAL CHOICE PLAN 1000	\$32.11	\$46.67	\$37.18	\$47.19
CANCER PROTECTION ASSURANCE PLAN 2	\$33.50	\$57.64	\$33.50	\$57.64
CRITICAL ILLNESS 2	\$16.90	\$32.50	\$28.73	\$36.92
SUPPLEMENTAL SHORT-TERM DISABILITY	\$18.20	N/A	N/A	N/A
TERM OR WHOLE LIFE INSURANCE	See Aflac Associate	See Aflac Associate	See Aflac Associate	See Aflac Associate

### HOSPITAL CHOICE – PLAN 1000

Aflac's Hospital Choice plan pays cash benefits directly to you when admitted into the hospital, emergency room visits, office co-pay support and has options for in or out-patient surgeries, along with other features. Portions of this plan are Guaranteed Issue, which means to be eligible regardless of your health condition. This plan fits very well with people who have conditions that may require periodic hospitalization, and is excellent for maternity planning, as hospitalization will almost always occur during delivery and if baby needs confinement, additional benefits are payable.

### CANCER PROTECTION ASSURANCE PLAN 2

Aflac's Cancer Protection Assurance pays cash benefits directly to you should there be a diagnosis of cancer. If you're ever diagnosed with a covered cancer, these benefits are more important than ever. Why? Because cancer treatment is expensive, it typically spans multiple deductible years, often impacts FAMILY income (when a healthy wage earner is pressed into caregiving service). It is the #1 reason for medical bankruptcy. In today's world, cancer costs patients and families more than any other chronic illness. Over 20 features or "reasons" for cash benefits to pay, including initial diagnosis, treatments, surgeries, and hospital confinements. Pays a cash wellness benefit, each year to each family member that has an annual cancer screening as early diagnosis in the best cure.

### CRITICAL ILLNESS 2

Aflac's Critical Illness plan pays cash benefits if you experience a serious health event such as heart attack or stroke, heart bypass, cardiac arrest, kidney failure. Options for significant ICU benefits and additional heart related events.

### SUPPLEMENTAL SHORT-TERM DISABILITY

Aflac's short-term disability pays cash benefits directly to you should you have an off-the-job injury or an illness/sickness in which you are unable to perform your job. It supplements your employer sponsored group disability benefits or income replacement programs. It's a source of monthly income you may need to help take care of your bills while you take care of yourself. This plan is available for the employee only. \*NOTE: Rates are determined by age and income level. See your Aflac representative during open enrollment for more specific details about plans and coverage levels available.

(This disability plan is a supplement to any employer-funded group disability plan - up to 30%).

### TERM OF WHOLE LIFE INSURANCE

Aflac has both term and whole life insurance available with simplified underwriting. Spouse and dependent coverage available.

### MANAGE YOUR AFLAC BENEFITS

Create an Aflac account on [Aflac.com](http://Aflac.com) and/or download the MyAflac App to your phone

File most claims digitally in your account on the web or with the MyAflac App

Enroll in "direct deposit" of your Aflac claims in your account and/or in the MyAflac App

Enroll in "Aflac Always" in your account or in the MyAflac App to automatically and seamlessly port your Aflac benefits should you leave employment or retire.

# Additional Benefits



The life and disability carrier is The Hartford. Please review your current beneficiary designation information in Employee Navigator and make updates as needed.

## 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.

# Retirement Planning



## Roth IRA

Post-tax Retirement benefit. The limit is **\$7,500 (2026)**. A variety of investment funds are available. It is possible to manage your account on-line or over the phone. Employees age 50 and older can contribute an additional \$1,000.

## 457 and Roth 457 Retirement Comp Plan

You have the option to contribute pre-tax or post tax funds to the 457 retirement benefit . **The limit for 2026 is \$24,500**. 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. You can learn more and enroll at [Missionsq.org](https://missionsq.org). Instructions how to enroll are located on the eWeb.

## 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.

Enroll online at <https://www.misaves.com/>



# Ulliance

No cost and completely confidential

## Life Advisor EAP

The Ulliance Life Advisor EAP® is part of your benefits package and offers total well-being services to you, your significant other and dependents through the age of 26. **This is a free and totally confidential service. Call today!**



### Counseling

Feeling overwhelmed with work, relationship issues, addiction, or loss? Take a breath and let our expert counselors guide you toward solutions. Choose from in-person chats, virtual video sessions, or phone calls and start making breakthroughs today!



### Coaching

Tackle life's hurdles with a Life Advisor Coach, ready to chat via phone or video. Crush those career goals, save for a rainy day, or level up your self-improvement game with our pro tips and tricks.



### Well-being Portal

Discover expert advice, informative articles, & insider tips to live your best life. Attend enlightening webinars & orientation videos on demand & unleash your hidden talents.



### Crisis Support

You can speak with a mental health professional by phone at any time, 24 hours a day, 7 days a week—365 days a year.



### Legal & Financial Consultations

Ulliance professionals can connect employees with resources to assist individuals regarding legal and financial issues.



### Referrals

Consultants provide you with tips and tricks for tapping into community resources that are just right for you & your family.



### Identity Theft Program

Introducing a program providing continuous surveillance of the dark web, wallet retrieval, fraud restoration support, and an online information hub. Protect up to four family members by adding their emails, phone numbers, and bank accounts.



### Work/Life Materials

The EAP portal is like a treasure trove of helpful webinars, videos, and PDFs, all aimed at helping you nail that elusive work-life balance.



LifeAdvisor.com | 800.448.8326

SCAN ME

## Ulliance Life Advisor Well-being Portal Login: www.LifeAdvisor.com

### FIRST TIME LOGGING IN?



Life Advisor  
Well-being

Let's get you connected!

Your company/organization/union name

Your company/organization/union city

Verify my company/organization/union

### Enter your:

- Company Name
- Company City
- Click Verify

### You will land on a screen with your Company LOGO:



ABC Company Logo

Life Advisor Well-being

Welcome!

Bookmark this company page for quicker access!

Please use your company or personal account to continue.

Use my personal EAP account

Use my company EAP account

Your company/organization/union name

Your company/organization/union city

Sign Me In

### Select:

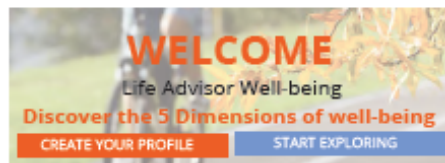
- Use my company  
EAP Account

### Re-enter your:

- Company Name
- Company City
- **CLICK ► SIGN ME IN**

### Create your profile

To access the FULLY  
ENHANCED features for an  
interactive experience.



Create your Profile

Be sure to enter your legal first and last name for quicker access!

First Name: John

Last Name: Doe

Email: john.doe@abc.com

Password: 12345678

REGISTER

### Enter your:

- First Name
- Last Name
- Date of Birth
- Email Address
- Click **REGISTER**

Your email address will auto-fill as your  
Username and a password will be sent  
to the email you provided.



Call us—  
we're here to help...  
**800.448.8326**

Login  
Today!



## Wellness & Engagement

We hope you are able to enjoy some of the many Wellness and Engagement opportunities we provide for you. Please give us your feedback at [employeeengagementandwellnessteam@cityofnovi.org](mailto:employeeengagementandwellnessteam@cityofnovi.org) so we can offer more programs that appeal to all employees.

Check out the eWeb for upcoming wellness events.

### Wellness Wednesdays (Applicable to All Employees)

Join HAP Worksite Wellness for their LIVE virtual wellness webinar series occurring every third Wednesday of the month! Topics will cover all areas of wellness including stress management, self-care, healthy eating, financial wellness, and much more. These live webinars are available to all City of Novi employees regardless of the medical plan you are enrolled in. **Register today at:** <https://www.hap.org/employers/employee-wellbeing/wellness-wednesdays>

### iStrive for Better Health (Applicable to All Employees)

The iStrive portal is a personalized platform that allows you to reach personal goals: fitness, stress management, weight management, tobacco cessation, nutrition and more.

iStrive is highly secure to keep personal information safe. There is also simple navigation which makes it easy to find tools, resources, and information.

When you register for iStrive you can:

- ⇒ Access your rewards program
- ⇒ Participate in quarterly HAP challenges
- ⇒ Take your health assessment for a current health snapshot
- ⇒ Register for live webinars
- ⇒ Read articles and listen to podcasts
- ⇒ Set and reach goals for: fitness, weight management, nutrition, tobacco cessation, and much more!



### How to log in

- ➔ Go to [hap.org](https://www.hap.org). Click Login (select Member), enter your HAP member ID and password. If you are not registered, click on “Register now” and follow the prompts to complete your registration

### How to access your iStrive portal

- ➔ Once logged in, click on My Health & Well-being on the navigation bar. This tab drops down, select iStrive for Better Health. You will connect to your iStrive portal.
- ➔ If you're a first-time user, you'll be asked to initially register on iStrive. If you have registered before, you will not be required to register again.
- ➔ Be sure to complete your health assessment once you have logged in. This will personalize your iStrive account to the health topics you are interested in and learn about your health and well-being!

Our Blue Cross Health & Well-Being online resources, powered by Virgin Pulse®, provide you with access to a broad range of health and well-being information and tools. Best of all, they're available at your fingertips 24 hours a day, every day, when you log in as a member at [bcbsm.com](http://bcbsm.com) or log in to your Blue Cross mobile app. Just click or tap Health & Well-Being, then Virgin Pulse Health Services, to enter the Blue Cross Health & Well-Being website.



## Health assessment

Complete your health assessment to find out your personal health risks and what you can do to improve your health.

## Symptom Checker

Use this interactive tool to help you determine what to do about your symptoms.

## My Health Assistant

After you take your health assessment, the *My Health Assistant* page recommends the Digital Health Assistant programs that are best for you. The following Digital Health Assistant programs are available:

- Conquer Stress
- Eat Better
- Enjoy Exercise
- Lose Weight
- Quit Tobacco
- Feel Happier

## My Pregnancy Assistant

If you're pregnant, plan to become pregnant or are supporting someone who's pregnant, this is a helpful tool. It contains a dashboard of quizzes, checklists, articles, videos, activities and images of the stages of fetal development that you can click on for more information.

## Mental health podcasts

Listen to engaging podcasts on a variety of mental health topics, such as stress, anxiety, insomnia and suicide.

## Recipes

Find hundreds of tasty and healthy recipes that can help you meet your nutritional needs.

## Health Record

Store, maintain, track and manage your health information in one centralized, private and secure location.

## Health Trackers

Chart your measurements over time. There are trackers for exercise, steps, diet, sleep, mood, pain and tobacco use

## Document Library

Easily upload and store your health care documents.

## Device and App Connection Center

Sync more than 300 of your favorite fitness and medical devices and health-specific mobile apps so you have all your information in one location.

## Virgin Pulse Health TopicsSM

This valuable resource allows you to search for a variety of health topics categorized by conditions, general health and procedures and surgeries.

## Medical Encyclopedia

This complete health encyclopedia features a searchable database of health topics, medical tests, procedures, drugs and more.

## Virgin Pulse Interactives

Find calculators, guides, quizzes, slide shows and other health information you may need.

## Message Board Exchanges

Connect with others who have the same interests and health concerns as you, ask questions and find credible answers from experts in these professionally monitored message boards.

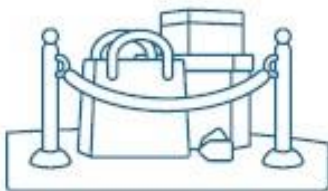
## Virgin Pulse Video

Watch more than 1,000 videos about a variety of health topics and trends.

# Discount Programs



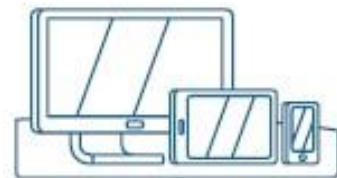
## Welcome to your Exclusive Savings & Discount Program



Exclusive Discounts from Your Favorite Brands



30,000 National and Local Offers



Designed for Your Device of Choice

Start by signing up or logging in at

[gallaghermarketplace.perkspot.com](http://gallaghermarketplace.perkspot.com)

Access at work, home, or on the go and browse thousands of discounts!

Keep an eye out for new featured discounts in your weekly email.



TRAVEL



GYMS



CELL PHONES



RESTAURANTS



AUTO



APPAREL











ELECTRONICS

### Ready to save?

Go to [gallaghermarketplace.perkspot.com](http://gallaghermarketplace.perkspot.com) to get started!

# Contact Information

Benefit	Provider	Phone	Website	
<b>Human Resources Department</b>	<b>City of Novi</b>	248.347.0452		
<b>Gallagher Benefit Services</b>	<b>Gallagher Benefit Services</b>	248.203.0626 800.201.7070		 Gallagher Benefit Services, Inc.
<b>Medical</b>	Health Alliance Plan (HAP)	Customer Service: 800.422.4641	<a href="http://www.hap.org">www.hap.org</a>	
	Blue Cross Blue Shield of MI (BCBSM)	Customer Service: 800.637.2227	<a href="http://www.bcbsm.com">www.bcbsm.com</a>	
<b>Dental</b>	Delta Dental of Michigan	Customer Service Number: 800.524.0149	<a href="http://www.deltadentalmi.com">www.deltadentalmi.com</a>	
<b>Flexible Spending Account</b> ⇒ Healthcare ⇒ Dependent Care	Varipro	Customer Service: 800.734.3412	<a href="http://www.varipro.com/members">www.varipro.com/members</a>	
<b>Ulliance Life Advisor EAP</b>	Ulliance	800.448.8326	<a href="http://www.lifeAdvisor.com">www.lifeAdvisor.com</a>	
<b>Life, AD&amp;D &amp; Long Term Disability</b>	The Hartford	Customer Service Number: 800.523.2233	<a href="http://www.thehartford.com">www.thehartford.com</a>	

## City of Novi

<b>Human Resources</b>	248.347.0452	<a href="mailto:humanresources@cityofnovi.org">humanresources@cityofnovi.org</a>
Tia Gronlund-Fox	248.347.0452	<a href="mailto:tgronlundfox@cityofnovi.org">tgronlundfox@cityofnovi.org</a>
Elise Marra	248.347.0591	<a href="mailto:emarra@cityofnovi.org">emarra@cityofnovi.org</a>
Charmaine Gauvin	248.735.5629	<a href="mailto:cgauvin@cityofnovi.org">cgauvin@cityofnovi.org</a>
Jerry Redoutey	248.735.5610	<a href="mailto:gredoutey@cityofnovi.org">gredoutey@cityofnovi.org</a>
<b>Gallagher Benefit Services</b>	800.201.7070 Fax: 248.540.6015	
Sherry L. Landon, Account Manager	248.430.2798	<a href="mailto:sherry_landon@ajg.com">sherry_landon@ajg.com</a>

# Federal Notices

## Patient Protections Disclosure

The City of Novi Health Plan generally allows the designation of a primary care provider. You have the right to designate any primary care provider who participates in our network and who is available to accept you or your family members. Until you make this designation, Health Alliance Plan (HAP) and Blue Cross Blue Shield of MI (BCBSM) designates one for you. For information on how to select a primary care provider, and for a list of the participating primary care providers, contact the Health Alliance Plan (HAP) at 800.422.4641 or [www.hap.org](http://www.hap.org) and Blue Cross Blue Shield of MI (BCBSM) at 800.637.2227 or [www.bcbsm.com](http://www.bcbsm.com).

For children, you may designate a pediatrician as the primary care provider.

You do not need prior authorization from Health Alliance Plan (HAP) and Blue Cross Blue Shield of MI (BCBSM) or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact the Health Alliance Plan (HAP) at 800.422.4641 or [www.hap.org](http://www.hap.org) and Blue Cross Blue Shield of MI (BCBSM) at 800.637.2227 or [www.bcbsm.com](http://www.bcbsm.com).

## Women's Health & Cancer Rights Act

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 ("WHCRA"). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for:

- All stages of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; and
- Treatment of physical complications of the mastectomy, including lymphedema.

These benefits will be provided subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under the plan. Therefore, the following deductibles and coinsurance apply:

Plan 1: HAP HMO (Individual: 100% for most services coinsurance and none deductible; Family: 100% for most services coinsurance and none deductible)

Plan 2: HAP HMO HSA (Individual: 100% for most services coinsurance and \$1,700 deductible; Family: 100% for most services coinsurance and \$3,400 deductible)

Plan 3: BCBSM COMMUNITY BLUE 4 PPO (Individual: 80% coinsurance and \$500 deductible; Family: 80% coinsurance and \$1,000 deductible)

If you would like more information on WHCRA benefits, please call your Plan Administrator at 248.347.0452 or [tgronlundfox@cityofnovi.org](mailto:tgronlundfox@cityofnovi.org).

## Newborns' and Mothers' Health Protection Act

Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

# Federal Notices

## Premium Assistance Under Medicaid and the Children's Health Insurance Program (CHIP)

If you or your children are eligible for Medicaid or CHIP and you're eligible for health coverage from your employer, your state may have a premium assistance program that can help pay for coverage, using funds from their Medicaid or CHIP programs. If you or your children aren't eligible for Medicaid or CHIP, you won't be eligible for these premium assistance programs but you may be able to buy individual insurance coverage through the Health Insurance Marketplace. For more information, visit [www.healthcare.gov](http://www.healthcare.gov).

If you or your dependents are already enrolled in Medicaid or CHIP and you live in a State listed below, contact your State Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, contact your State Medicaid or CHIP office or dial **1-877-KIDS NOW** or [www.insurekidsnow.gov](http://www.insurekidsnow.gov) to find out how to apply. If you qualify, ask your state if it has a program that might help you pay the premiums for an employer-sponsored plan.

If you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer plan, your employer must allow you to enroll in your employer plan if you aren't already enrolled. This is called a "special enrollment" opportunity, and **you must request coverage within 60 days of being determined eligible for premium assistance**. If you have questions about enrolling in your employer plan, contact the Department of Labor at [www.askebsa.dol.gov](http://www.askebsa.dol.gov) or call **1-866-444-EBSA (3272)**.

**If you live in one of the following states, you may be eligible for assistance paying your employer health plan premiums. The following list of states is current as of July 31, 2025. Contact your State for more information on eligibility –**

<b>ALABAMA – Medicaid</b>	<b>ALASKA – Medicaid</b>
Website: <a href="http://myalhipp.com/">http://myalhipp.com/</a> Phone: 1-855-692-5447	The AK Health Insurance Premium Payment Program Website: <a href="http://myakhipp.com/">http://myakhipp.com/</a> Phone: 1-866-251-4861 Email: <a href="mailto:CustomerService@MyAKHIPP.com">CustomerService@MyAKHIPP.com</a> Medicaid Eligibility: <a href="https://health.alaska.gov/dpa/Pages/default.aspx">https://health.alaska.gov/dpa/Pages/default.aspx</a>
<b>ARKANSAS – Medicaid</b>	<b>CALIFORNIA – Medicaid</b>
Website: <a href="http://myarhipp.com/">http://myarhipp.com/</a> Phone: 1-855-MyARHIPP (855-692-7447)	Health Insurance Premium Payment (HIPP) Program Website: <a href="http://dhcs.ca.gov/hipp">http://dhcs.ca.gov/hipp</a> Phone: 916-445-8322 Fax: 916-440-5676 Email: <a href="mailto:hipp@dhcs.ca.gov">hipp@dhcs.ca.gov</a>
<b>COLORADO – Health First Colorado (Colorado's Medicaid Program) &amp; Child Health Plan Plus (CHP+)</b>	<b>FLORIDA – Medicaid</b>
Health First Colorado Website: <a href="https://www.healthfirstcolorado.com/">https://www.healthfirstcolorado.com/</a> Health First Colorado Member Contact Center: 1-800-221-3943/State Relay 711 CHP+: <a href="https://hcpf.colorado.gov/child-health-plan-plus">https://hcpf.colorado.gov/child-health-plan-plus</a> CHP+ Customer Service: 1-800-359-1991/State Relay 711 Health Insurance Buy-In Program (HIBI): <a href="https://www.mycohibi.com/">https://www.mycohibi.com/</a> HIBI Customer Service: 1-855-692-6442	Website: <a href="https://www.flmedicaidprecovery.com/flmedicaidprecovery.com/hipp/index.html">https://www.flmedicaidprecovery.com/flmedicaidprecovery.com/hipp/index.html</a> Phone: 1-877-357-3268

# Federal Notices

GEORGIA – Medicaid	INDIANA – Medicaid
<p>GA HIPP Website: <a href="https://medicaid.georgia.gov/health-insurance-premium-payment-program-hipp">https://medicaid.georgia.gov/health-insurance-premium-payment-program-hipp</a>            Phone: 678-564-1162, Press 1            GA CHIPRA Website: <a href="https://medicaid.georgia.gov/programs/third-party-liability/childrens-health-insurance-program-reauthorization-act-2009-chipra">https://medicaid.georgia.gov/programs/third-party-liability/childrens-health-insurance-program-reauthorization-act-2009-chipra</a>            Phone: 678-564-1162, Press 2</p>	<p>Health Insurance Premium Payment Program            All other Medicaid            Website: <a href="https://www.in.gov/medicaid/">https://www.in.gov/medicaid/</a>  <a href="http://www.in.gov/fssa/dfr/">http://www.in.gov/fssa/dfr/</a>            Family and Social Services Administration            Phone: 1-800-403-0864            Member Services Phone: 1-800-457-4584</p>
IOWA – Medicaid and CHIP (Hawki)	KANSAS – Medicaid
<p>Medicaid Website:  <a href="#">Iowa Medicaid   Health &amp; Human Services</a>            Medicaid Phone: 1-800-338-8366            Hawki Website:  <a href="#">Hawki - Healthy and Well Kids in Iowa   Health &amp; Human Services</a>            Hawki Phone: 1-800-257-8563            HIPP Website: <a href="#">Health Insurance Premium Payment (HIPP)   Health &amp; Human Services (iowa.gov)</a>            HIPP Phone: 1-888-346-9562</p>	<p>Website: <a href="https://www.kancare.ks.gov/">https://www.kancare.ks.gov/</a>            Phone: 1-800-792-4884            HIPP Phone: 1-800-967-4660</p>
KENTUCKY – Medicaid	LOUISIANA – Medicaid
<p>Kentucky Integrated Health Insurance Premium Payment Program (KI-HIPP) Website:  <a href="https://chfs.ky.gov/agencies/dms/member/Pages/kihipp.aspx">https://chfs.ky.gov/agencies/dms/member/Pages/kihipp.aspx</a>            Phone: 1-855-459-6328            Email: <a href="mailto:KIHIPPROGRAM@ky.gov">KIHIPPROGRAM@ky.gov</a>            KCHIP Website: <a href="https://kynect.ky.gov">https://kynect.ky.gov</a>            Phone: 1-877-524-4718            Kentucky Medicaid Website: <a href="https://chfs.ky.gov/agencies/dms">https://chfs.ky.gov/agencies/dms</a></p>	<p>Website: <a href="http://www.medicaid.la.gov">www.medicaid.la.gov</a> or <a href="http://www.ldh.la.gov/lahipp">www.ldh.la.gov/lahipp</a>            Phone: 1-888-342-6207 (Medicaid hotline) or            1-855-618-5488 (LaHIPP)</p>
MAINE – Medicaid	MASSACHUSETTS – Medicaid and CHIP
<p>Enrollment Website: <a href="https://www.mymaineconnection.gov/benefits/s/?language=en_US">https://www.mymaineconnection.gov/benefits/s/?language=en_US</a>            Phone: 1-800-442-6003            TTY: Maine relay 711            Private Health Insurance Premium Webpage:  <a href="https://www.maine.gov/dhhs/ofi/applications-forms">https://www.maine.gov/dhhs/ofi/applications-forms</a>            Phone: 1-800-977-6740            TTY: Maine relay 711</p>	<p>Website: <a href="https://www.mass.gov/masshealth/pa">https://www.mass.gov/masshealth/pa</a>            Phone: 1-800-862-4840            TTY: 711            Email: <a href="mailto:masspremassistance@accenture.com">masspremassistance@accenture.com</a></p>
MINNESOTA – Medicaid	MISSOURI – Medicaid
<p>Website: <a href="https://mn.gov/dhs/health-care-coverage/">https://mn.gov/dhs/health-care-coverage/</a>            Phone: 1-800-657-3672</p>	<p>Website: <a href="http://www.dss.mo.gov/mhd/participants/pages/hipp.htm">http://www.dss.mo.gov/mhd/participants/pages/hipp.htm</a>            Phone: 573-751-2005</p>
MONTANA – Medicaid	NEBRASKA – Medicaid
<p>Website: <a href="http://dphhs.mt.gov/MontanaHealthcarePrograms/HIPP">http://dphhs.mt.gov/MontanaHealthcarePrograms/HIPP</a>            Phone: 1-800-694-3084            Email: <a href="mailto:HSHIPPProgram@mt.gov">HSHIPPProgram@mt.gov</a></p>	<p>Website: <a href="http://www.ACCESSNebraska.ne.gov">http://www.ACCESSNebraska.ne.gov</a>            Phone: 1-855-632-7633            Lincoln: 402-473-7000            Omaha: 402-595-1178</p>
NEVADA – Medicaid	NEW HAMPSHIRE – Medicaid
<p>Medicaid Website: <a href="http://dhcfp.nv.gov">http://dhcfp.nv.gov</a>            Medicaid Phone: 1-800-992-0900</p>	<p>Website: <a href="https://www.dhhs.nh.gov/programs-services/medicaid/health-insurance-premium-program">https://www.dhhs.nh.gov/programs-services/medicaid/health-insurance-premium-program</a>            Phone: 603-271-5218            Toll free number for the HIPP program: 1-800-852-3345, ext. 15218            Email: <a href="mailto:DHHS.ThirdPartyLiabi@dhhs.nh.gov">DHHS.ThirdPartyLiabi@dhhs.nh.gov</a></p>

# Federal Notices

<p><b>NEW JERSEY – Medicaid and CHIP</b></p> <p>Medicaid Website: <a href="http://www.state.nj.us/humanservices/dmahs/clients/medicaid/">http://www.state.nj.us/humanservices/dmahs/clients/medicaid/</a>            Phone: 1-800-356-1561            CHIP Premium Assistance Phone: 609-631-2392            CHIP Website: <a href="http://www.njfamilycare.org/index.html">http://www.njfamilycare.org/index.html</a>            CHIP Phone: 1-800-701-0710 (TTY: 711)</p>	<p><b>NEW YORK – Medicaid</b></p> <p>Website: <a href="https://www.health.ny.gov/health_care/medicaid/">https://www.health.ny.gov/health_care/medicaid/</a>            Phone: 1-800-541-2831</p>
<p><b>NORTH CAROLINA – Medicaid</b></p> <p>Website: <a href="https://medicaid.ncdhhs.gov/">https://medicaid.ncdhhs.gov/</a>            Phone: 919-855-4100</p>	<p><b>NORTH DAKOTA – Medicaid</b></p> <p>Website: <a href="https://www.hhs.nd.gov/healthcare">https://www.hhs.nd.gov/healthcare</a>            Phone: 1-844-854-4825</p>
<p><b>OKLAHOMA – Medicaid and CHIP</b></p> <p>Website: <a href="http://www.insureoklahoma.org">http://www.insureoklahoma.org</a>            Phone: 1-888-365-3742</p>	<p><b>OREGON – Medicaid and CHIP</b></p> <p>Website: <a href="http://healthcare.oregon.gov/Pages/index.aspx">http://healthcare.oregon.gov/Pages/index.aspx</a>            Phone: 1-800-699-9075</p>
<p><b>PENNSYLVANIA – Medicaid and CHIP</b></p> <p>Website: <a href="https://www.pa.gov/en/services/dhs/apply-for-medicaid-health-insurance-premium-payment-program-hipp.html">https://www.pa.gov/en/services/dhs/apply-for-medicaid-health-insurance-premium-payment-program-hipp.html</a>            Phone: 1-800-692-7462            CHIP Website:  <a href="http://www.pa.gov/childrens-health-insurance-program">Children's Health Insurance Program (CHIP) (pa.gov)</a>            CHIP Phone: 1-800-986-KIDS (5437)</p>	<p><b>RHODE ISLAND – Medicaid and CHIP</b></p> <p>Website: <a href="http://www.eohhs.ri.gov/">http://www.eohhs.ri.gov/</a>            Phone: 1-855-697-4347, or            401-462-0311 (Direct Rte Share Line)</p>
<p><b>SOUTH CAROLINA – Medicaid</b></p> <p>Website: <a href="https://www.scdhhs.gov">https://www.scdhhs.gov</a>            Phone: 1-888-549-0820</p>	<p><b>SOUTH DAKOTA - Medicaid</b></p> <p>Website: <a href="http://dss.sd.gov">http://dss.sd.gov</a>            Phone: 1-888-828-0059</p>
<p><b>TEXAS – Medicaid</b></p> <p>Website: <a href="http://www.texas.gov/health-insurance-premium-payment-program-hipp">Health Insurance Premium Payment (HIPP) Program   Texas Health and Human Services</a>            Phone: 1-800-440-0493</p>	<p><b>UTAH – Medicaid and CHIP</b></p> <p>Utah's Premium Partnership for Health Insurance (UPP) Website: <a href="https://medicaid.utah.gov/upp/">https://medicaid.utah.gov/upp/</a>            Email: <a href="mailto:upp@utah.gov">upp@utah.gov</a>            Phone: 1-888-222-2542            Adult Expansion Website: <a href="https://medicaid.utah.gov/expansion/">https://medicaid.utah.gov/expansion/</a>            Utah Medicaid Buyout Program Website: <a href="https://medicaid.utah.gov/buyout-program/">https://medicaid.utah.gov/buyout-program/</a>            CHIP Website: <a href="https://chip.utah.gov/">https://chip.utah.gov/</a></p>
<p><b>VERMONT– Medicaid</b></p> <p>Website: <a href="http://www.vermont.gov/health-insurance-premium-payment-program-hipp">Health Insurance Premium Payment (HIPP) Program   Department of Vermont Health Access</a>            Phone: 1-800-250-8427</p>	<p><b>VIRGINIA – Medicaid and CHIP</b></p> <p>Website: <a href="https://coverva.dmas.virginia.gov/learn/premium-assistance/famis-select">https://coverva.dmas.virginia.gov/learn/premium-assistance/famis-select</a>  <a href="https://coverva.dmas.virginia.gov/learn/premium-assistance/health-insurance-premium-payment-hipp-programs">https://coverva.dmas.virginia.gov/learn/premium-assistance/health-insurance-premium-payment-hipp-programs</a>            Medicaid/CHIP Phone: 1-800-432-5924</p>
<p><b>WASHINGTON – Medicaid</b></p> <p>Website: <a href="https://www.hca.wa.gov/">https://www.hca.wa.gov/</a>            Phone: 1-800-562-3022</p>	<p><b>WEST VIRGINIA – Medicaid and CHIP</b></p> <p>Website: <a href="https://dhr.wv.gov/bms/">https://dhr.wv.gov/bms/</a>  <a href="http://mywvhpp.com/">http://mywvhpp.com/</a>            Medicaid Phone: 304-558-1700            CHIP Toll-free phone: 1-855-MyWVHIPP (1-855-699-8447)</p>
<p><b>WISCONSIN – Medicaid and CHIP</b></p> <p>Website: <a href="https://www.dhs.wisconsin.gov/badgercareplus/p-10095.htm">https://www.dhs.wisconsin.gov/badgercareplus/p-10095.htm</a>            Phone: 1-800-362-3002</p>	<p><b>WYOMING – Medicaid</b></p> <p>Website: <a href="https://health.wyo.gov/healthcarefin/medicaid/programs-and-eligibility/">https://health.wyo.gov/healthcarefin/medicaid/programs-and-eligibility/</a>            Phone: 1-800-251-1269</p>

# Federal Notices

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To see if any other states have added a premium assistance program since March 17, 2025, or for more information on special enrollment rights, contact either:

U.S. Department of Labor  
Employee Benefits Security Administration  
[www.dol.gov/agencies/ebsa](http://www.dol.gov/agencies/ebsa)  
1-866-444-EBSA (3272)

U.S. Department of Health and Human Services  
Centers for Medicare & Medicaid Services  
[www.cms.hhs.gov](http://www.cms.hhs.gov)  
1-877-267-2323, Menu Option 4, Ext. 61565

## Paperwork Reduction Act Statement

According to the Paperwork Reduction Act of 1995 (Pub. L. 104-13) (PRA), no persons are required to respond to a collection of information unless such collection displays a valid Office of Management and Budget (OMB) control number. The Department notes that a Federal agency cannot conduct or sponsor a collection of information unless it is approved by OMB under the PRA, and displays a currently valid OMB control number, and the public is not required to respond to a collection of information unless it displays a currently valid OMB control number. See 44 U.S.C. 3507. Also, notwithstanding any other provisions of law, no person shall be subject to penalty for failing to comply with a collection of information if the collection of information does not display a currently valid OMB control number. See 44 U.S.C. 3512.

The public reporting burden for this collection of information is estimated to average approximately seven minutes per respondent. Interested parties are encouraged to send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employee Benefits Security Administration, Office of Policy and Research, Attention: PRA Clearance Officer, 200 Constitution Avenue, N.W., Room N-5718, Washington, DC 20210 or email [ebsa opr@dol.gov](mailto:ebsa opr@dol.gov) and reference the OMB Control Number 1210-0137.

OMB Control Number 1210-0137 (expires 1/31/2026)

# Federal Notices

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## HIPAA Notice of Privacy Practices Reminder

### Protecting Your Health Information Privacy Rights

City of Novi is committed to the privacy of your health information. The administrators of the City of Novi Health Plan (the “Plan”) use strict privacy standards to protect your health information from unauthorized use or disclosure.

The Plan’s policies protecting your privacy rights and your rights under the law are described in the Plan’s Notice of Privacy Practices. You may receive a copy of the Notice of Privacy Practices by contacting Tia Gronlund-Fox – Director Human Resources at [248.347.0452](tel:248.347.0452) or [tgronlundfox@cityofnovi.org](mailto:tgronlundfox@cityofnovi.org).

## HIPAA Special Enrollment Rights

### City of Novi Health Plan Notice of Your HIPAA Special Enrollment Rights

Our records show that you are eligible to participate in the City of Novi Health Plan (to actually participate, you must complete an enrollment form and pay part of the premium through payroll deduction).

A federal law called HIPAA requires that we notify you about an important provision in the plan - your right to enroll in the plan under its “special enrollment provision” if you acquire a new dependent, or if you decline coverage under this plan for yourself or an eligible dependent while other coverage is in effect and later lose that other coverage for certain qualifying reasons.

**Loss of Other Coverage (Excluding Medicaid or a State Children’s Health Insurance Program).** If you decline enrollment for yourself or for an eligible dependent (including your spouse) while other health insurance or group health plan coverage is in effect, you may be able to enroll yourself and your dependents in this plan if you or your dependents lose eligibility for that other coverage (or if the employer stops contributing toward your or your dependents’ other coverage). However, you must request enrollment within 30 days after your or your dependents’ other coverage ends (or after the employer stops contributing toward the other coverage).

**Loss of Coverage for Medicaid or a State Children’s Health Insurance Program.** If you decline enrollment for yourself or for an eligible dependent (including your spouse) while Medicaid coverage or coverage under a state children’s health insurance program is in effect, you may be able to enroll yourself and your dependents in this plan if you or your dependents lose eligibility for that other coverage. However, you must request enrollment within 60 days after your or your dependents’ coverage ends under Medicaid or a state children’s health insurance program.

**New Dependent by Marriage, Birth, Adoption, or Placement for Adoption.** If you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your new dependents. However, you must request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption.

**Eligibility for Premium Assistance Under Medicaid or a State Children’s Health Insurance Program –** If you or your dependents (including your spouse) become eligible for a state premium assistance subsidy from Medicaid or through a state children’s health insurance program with respect to coverage under this plan, you may be able to enroll yourself and your dependents in this plan. However, you must request enrollment within 60 days after your or your dependents’ determination of eligibility for such assistance.

To request special enrollment or to obtain more information about the plan’s special enrollment provisions, contact Tia Gronlund-Fox – Director Human Resources at [248-347-0452](tel:248-347-0452) or [tgronlundfox@cityofnovi.org](mailto:tgronlundfox@cityofnovi.org).

# Federal Notices

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## Notice of Creditable Coverage

### Important Notice from 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 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. City of Novi has determined that the prescription drug coverage offered by the medical 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 to 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 City of Novi coverage, be aware that you and your dependents will not be able to get this coverage back.

# Federal Notices

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

Contact the person listed below 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 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](http://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](http://www.socialsecurity.gov), or call them at 1-800-772-1213 (TTY 1-800-325-0778).

**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).**

<b>Date:</b>	October 15, 2025
<b>Name of Entity/Sender:</b>	City of Novi
<b>Contact—Position/Office:</b>	Tia Gronlund-Fox – Director Human Resources
<b>Office Address:</b>	45175 W 10 Mile Rd Novi, Michigan 48375-3006 United States
<b>Phone Number:</b>	248.347.0452



*This benefit summary prepared by*



Insurance | Risk Management | Consulting

**TENTATIVE AGREEMENT**

between

CITY OF NOVI

and

**THE NOVI PROFESSIONALS ASSOCIATION OF THE MICHIGAN  
ASSOCIATION OF PUBLIC EMPLOYEES**

The following represents a good faith Tentative Agreement offer by the between the City of Novi and the MAPE Novi Professionals Association, for a successor Agreement to the Collective Bargaining Agreement which expires on June 30, 2026.

May 28, 2026.

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Effective ~~7/1/2021 – 6/30/2025~~ 07/01/2026 – 06/30/2029

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

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

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**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026~~4~~ 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~~their 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 classifications,~~ but excluding confidential employees and ~~—~~supervisors.

- |  |                                      |
|--|--------------------------------------|
| <u>Account Clerk I-IV <i>(grandfathered)</i></u> | <u>Mechanical Inspector</u>          |
| <u>Assessing Coordinator I-II</u>                | <del>Plan Examiner</del>             |
| <u>Bond Coordinator</u>                          | <u>Planning Assistant I-II</u>       |
| <u>Building Inspector</u>                        | <u>Plumbing Inspector</u>            |
| <u>Code Compliance Officer I-III</u>             | <u>Project Coordinator</u>           |
| <u>Commercial/Industrial Appraiser</u>           | <u>Resident Appraiser I-II</u>       |
| <u>Community Development Tech I-IV</u>           | <u>Senior Customer Service Rep</u>   |
| <u>Customer Service Rep I-IV</u>                 | <del><i>(grandfathered)</i></del>    |
| <u>Electrical Inspector</u>                      | <u>Utility Billing Coordinator</u>   |
| <u>Facilities Maintenance I-II</u>               | <u>Water &amp; Sewer Coordinator</u> |
| <u>GIS/NEAMS Technician</u>                      |                                      |

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### ARTICLE 2 - UNION SECURITY AND CHECK-OFF

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**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/are 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~~, ~~Community Development Technician~~, 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, employees 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.

E. The City may, depending upon experience and/or certifications held, place a newly hired MAPE employee, who is hired into one of the above continuous classification job classes, into a higher salary range. The City will provide notice to the union when a new union member is hired into a higher classification.

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1. The higher salary range must contain the classification which the employee was hired for.

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2. Experience and certifications must be current at the time of hire.

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D-3. The decision as to whether the candidate is eligible for placement into a higher continuous classification is solely that of the City.

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#### 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-their 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/their 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 their supervisor. After such absence, the City will send written notification by certified mail to the employee at his last known address that he/she/they have loses lost seniority and his/her/their 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/they 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/their former position with no loss of seniority; however, he/she/they shall accrue no seniority during the period of his/her/their 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/they shall be returned to his/her/their former classification and pay. -After ninety days, the employee loses their right to return to prior union position. The eEmployee may apply for other open positions within the City which they may be qualified for. A probationary employee shall not be considered for a new position until such time as they have successfully passed their probationary period.

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**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/they shall be permitted to exercise his or her/their 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 employee's 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~~ they are 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~~ they are 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~~ their seniority unless ~~he/she~~ they fails to return to work when recalled as specified in ~~Article 11.6, Paragraph D~~ Section 2, and continues to accumulate seniority for up to one year during the period of the layoff.

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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/their 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/they informs the Employer in writing within thirty calendar days after the expiration of that two year period that he/she/they 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/they wants to remain on the recall list until the expiration of the period of time equivalent to the length of his/her/their seniority.- If an employee is laid off, it will be his/her/their responsibility to register with the Employer his/her/their 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/their 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/they have 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 (per below) in nature. -A step in the foregoing process may be skipped based upon the severity of the infraction.

1. Verbal Counseling Memo (with Supervisor)
2. Documented Warning
3. Letter of Reprimand
4. Suspension
5. Discharge

**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/they may ask that a review be made by

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the Human Resource Director, and unless there is a legitimate reason otherwise, the letter will be removed. ~~-A suspension may be reviewed after a three-year period from the employee's personnel file and not subject to progressive discipline.~~

**Section 7.3.** If an employee is convicted of an infraction by a court of competent jurisdiction, that restricts any job requirement ~~(example CDT, example removal of license/restricted license)~~ 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/their~~ normal position the employee may be terminated.

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## 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, dispute~~s~~ or complaint~~s~~ 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-designated~~ 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 ~~designed-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-their~~ 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 ~~and~~-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 ~~asq~~ 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~~they have 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~~their 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 total of three (3) union stewards (Chief Steward plus two (2) others), 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:

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- A. The investigation and presentation of grievances with his-the 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 -his 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/their 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~~ ~~their~~ 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 three~~ ~~exceed three~~ ~~(3)~~ ~~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.

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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. ~~All union meetings shall take place after work hours.~~ ~~Emergency meetings requested by the Union may be allowed during work hours with advance approval by the City.~~

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## ARTICLE 10 - ABSENCE

**Section 10.1.** Any employee desiring a leave of absence from ~~his/her~~ ~~their~~ 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 ~~the~~ 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 15<sup>th</sup> 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	184-192 hours (243 days) - Maximum carry over 80 hours
5 – 9	224-232 hours (298 days) - Maximum carry over 120 hours
10 – 16	264-272 hours (343 days) -Maximum carry over 160 hours
17+	304-312 hours (398 days) -Maximum carry over 208 hours

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**For employees working scheduled 7.5--hour days:**

<u>Years of Service</u>	<u>Annual Paid Time Off</u>
1 – 4	172-180 hours (243 days) – Maximum carry over 75 hours
5 – 9	210-217.5 hours (298 days) – Maximum carry over 112.5 hours
10 – 16	247-255 hours (343 days) – Maximum carry over 150 hours
17+	285-292.5 hours (398 days) – Maximum carry over 187.5 hours

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Effective January 1, 2027, a total of 72 hours will be carved out of existing PTO banks to comply with PA 338, Michigan's Earned Sick Time Act. Please refer to Appendix CA for the City's Earned Sick Time Act Policy. Please refer to the City's Paid Time Off Policy and the Earned Sick Time Act Policy found on the City's Intranet (eWeb) under the Human Resources tab/Policies and Procedures. Employees may use up to 72 hours for the reasons set forth under ESTA, including the following reasons:

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- The employee's or the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.
- If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.

- For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child;
- For closure of the employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease;

For purposes of this Article, the term "family member" includes:

- Biological, adopted or foster child, stepchild or legal ward, or a child to whom the employee stands in loco parentis;
- Biological parent, foster parent, stepparent, adoptive parent, or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child;
- Grandparent or grandchild;
- Biological, foster, or adopted sibling;
- Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship;

For employees working scheduled 8-hour days:

Years of Service	Annual PTO Eligibility in Hours	Annual ESTA Eligibility in Hours	Total PTO and ESTA Time in Hours	Maximum Carryover in Hours
1-4	120	72	192	80
5-9	160	72	232	120
10-16	200	72	272	160
17+	240	72	312	208

For employees working scheduled 7.5-hour days:

Years of Service	Annual PTO Eligibility in Hours	Annual ESTA Eligibility in Hours	Total PTO and ESTA Time in Hours	Maximum Carryover in Hours
1-4	108	72	180	75
5-9	145.5	72	217.5	112.5
10-16	183	72	255	150
17+	220.5	72	292.5	187.5

Any hours over the maximum carry-over as listed above as of December 31<sup>st</sup> will be lost.

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**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.

Consistent with the requirements of the City, employees shall be entitled to take their PTO during the period in which they request, except in cases of conflict which would create a staffing problem for the department. If the Department Director, or their designee, 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 the event of a conflict, the employee with the most seniority shall be entitled to PTO preference. Employees shall bid for the PTO time in January for the calendar year. Any days requested after the initial bid date shall be taken under advisement, including date of request. 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.

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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) employees shall notify the Department Director or their designee 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 absences 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, or their designee, 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 the 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 the 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:

1. the rights to decide the number and location of its facilities,
2. work to be performed within the unit, maintenance and repair,
3. amount of supervision necessary,
4. machinery, tools, procurement, designing, engineering, and the control of equipment and materials,
5. and the right to purchase services of others.

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6. The selection and direction of the workforces.
7. The right to hire, suspend, discipline, or discharge for just cause.
8. The right to assign, promote, or transfer.
9. The right to determine the amount of overtime to be worked.
10. The right to relieve employees from duty due to layoff, because of lack of work or for other legitimate reasons as set forth herein is vested exclusively in the City.
11. 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.
12. To establish and change work schedules (with 5 working days advance notice), work standards, and the methods, processes, and procedures by which such work is to be performed.
13. To determine lunch, rest periods, and cleanup times, the starting and quitting times.
14. To establish training for the purpose of maintaining or improving professional skills of employees.
15. 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.

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~~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 12.24.** 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, sexual orientation, or marital status.

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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.

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### 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. Visits shall be limited in duration to a "reasonable" amount of time.

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**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.~~

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~~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.~~

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**Section 14.65.** The employer shall provide adequate bulletin board space where employees ~~are employed~~work 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~~their representative.

**Section 14.67.** Where an employee is required by the City to provide ~~his/her~~their own transportation to and from a job location during normal working hours or authorized overtime, then ~~he/she/they~~ 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~~their residence to work.

**Section 14.78.** 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 14.89.** -The City recognizes its obligation to furnish adequate tools and equipment to ~~safely~~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 14.910.** The City may, when the employee's condition could endanger ~~himself/themselves~~, 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~~their own cost, may be tested or examined by ~~his/her~~their own physician. If the disagreement is not settled at this point, a third physician will be selected by the City and the employee.

**Section 14.101.** An emergency first aid kit shall be furnished and maintained at certain designated areas.

**Section 14.112.** All inspectors, Code Compliance Officers, 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.~~

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**Section 14.124.** 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 14.136.** 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/their 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 the employee, HR will e-mail a health care invoice to the employee for required health care contribution.

**Section 14.147.** All employees hired after January 1, 2001, will be paid through direct deposit.

**Section 14.158.** 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 14.1916.** 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, theThe Employer will continue to provide to any position currently receiving inspectors, Code Compliance Officers, Facilities Maintenance, and Appraisers to all positions presently receiving the a work boot allowance, of \$300 for~~

~~work boots on an as needed basis, subject to supervisory approval. Should an employee purchase boots or boot accessories (inserts) which exceed \$300, that amount shall be deducted from their next pay.~~

The City agrees that if any employee is required to wear any kind of uniform as a condition of ~~his/hers/their~~ 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 – INDEMNIFICATION CLAUSE**

~~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 their 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.~~

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#### **ARTICLE 16 – TUITION REIMBURSEMENT**

~~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.~~

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#### **ARTICLE 175 - VACANCIES AND PROMOTIONS**

**Section 175.1.** 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 175.2.** 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~~they are performing. If the employee is not qualified for the job vacancy, ~~he/she~~they shall be returned to ~~his/her~~their former classification and pay.

**Section 175.3.** 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.~~ Employees may apply for other open positions within the City which they may be qualified for. ~~Probationary employees shall not be eligible to apply for posted positions until such time as they have successfully passed their probation.~~

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**Section 175.4.** In filling ~~temporary~~ job vacancies, the City will give due consideration to qualifications and seniority.

**Section 175.5.** ~~An employee who is assigned to work in a higher classification for two hours or more per calendar day will receive the higher rate of pay. 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 175.6.** 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 186 - EQUIPMENT ACCIDENTS AND REPORTS**

**Section 186.1.** The City of Novi agrees to meet all occupational safety regulations as required under State and Federal law.

**Section 186.2.** 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~~their 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 168.3.** All defects in equipment shall be reported to the City promptly. The

City recognizes its obligation to investigate defects.

**Section 186.4.** 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 197 - 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 2018 - 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 19-21 - COURT AND BEREAVEMENT FUNERAL LEAVE**

**Section 2119.1.** City employees who have been called for jury duty, or subpoenaed to Court on any City business, shall submit their jury duty fee to the Finance Department upon return to work. The employee will then be paid their normal daily rate of pay (no overtime for missed work or extended jury duty) for the day(s) they were away on jury duty/City business. will be paid the difference between their daily wages and the daily jury duty fee and other court compensations paid.

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**Section 2119.2. Bereavement Leave:** -In the case of a death in an employee's family, five (5) days not chargeable to employee's PTO bank will be granted to attend the funeral/memorial service. -Eligible family members include - mother, father, mother-in-law, father-in-law, sister, brother, spouse, child, stepchild, stepsibling, stepparent, brother/sister-in-law, grandparent, grandchild, niece, nephew, aunt, uncle, Domestic Partner. -An employee utilizing funeral leave shall complete the appropriate Funeral Leave Notification Form, which may be found on the Employee Intranet (E-Web) and provide to their immediate supervisor and Human Resources. The Department Director may request supporting documentation.

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, or stepchild.

~~Section 1921.3. City employees shall be paid up to three days' pay, if needed, to attend the funeral of their grandmother, grandfather, grandson, or granddaughter.~~

~~Section 2119.4. 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 220 - WORKERS' COMPENSATION

**Section 220.1.** 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 220.2.** 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/their](#) immediate supervisor, and shall note same in writing.

In the event an employee's illness or disability exceeds seven calendar days, [he/she/they](#) 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, [they](#) may be returned to work on limited duty at the discretion of the City. ~~His/her/Their~~ activities on limited duty are to be prescribed by [his/her/their](#) own physician. Additional limited duty time may be authorized with [his/her/their](#) activities during the extended limited duty also to be prescribed by the employee's own physician and the employer's physician.

If an employee is receiving Worker's Compensation benefits, and 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 shall return to work at their regular base salary in the restricted assignment to avoid any disruption in any eligible Worker's Compensation payments. This language complies with current State of Michigan Worker's Compensation rules and regulations.

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## ARTICLE 231 - INSURANCE

**Section 231.1.** 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 ~~currently offered 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.

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- 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. ~~Effective January 1, 2027, the opt-out payment will be increased to \$200/month.~~

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**Section 231.2.** Optical: -The City shall provide group optical insurance coverage for each employee and ~~his/her~~ their dependents, comparable to the extra benefits program presently provided by the City.

**Section 231.3.** Life Insurance: -The City shall provide life insurance in the face amount of \$50,000 for all seniority employees.

**Section 231.4.** Dental: The City shall continue to provide the current dental plan or a

substantially comparable dental plan with an annual cap of \$1,000 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 231.5.** 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 workdays 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 the employee for required health care contribution.

**Section 231.6.** 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. Once the five (5) year period has been exhausted, the employee may be placed back into their previously held position, or another available position for which they are qualified for, or service shall be terminated by the employer. Qualifications for such position will be at the sole discretion of the employer. 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 the employee for required health care contribution.

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**Section 231.7.** 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 231.8.** 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. 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.~~

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**Section 231.10.** 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 231, Section 8 above.

#### ARTICLE 242 - 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 242.1.** 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~~their 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 24, Section 9.

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- 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~~ 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 242.2.** 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 242.3.** 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.~~

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**Section 242.43.** 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.

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**Section 242.54.** -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 224.6.** 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. - Employees shall contribute 1.5% of their base wages into their RHS Account.

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#### ARTICLE 253 - HOLIDAYS

**Section 253.1.** 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 a~~ holiday. -To be eligible to collect holiday pay, employees must work the regular workday immediately preceding and following the holiday. ~~In-Only pre-scheduled PTO/ESTA before or after a holiday will be approved time in order to be paid for the holiday 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 253.2.** The ~~thirteen~~ fourteen 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	<u>Juneteenth</u>

Commented [EM9]: Language from the 10/30/23 LOA

**Section 253.3.** Employees required to work on a legally established holiday as recognized in this Agreement will be paid double time for actual hours worked.

## ARTICLE 264 - 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 275 - OVERTIME AND HOURS OF WORK

**Section 275.1.** The regular workweek is established as seven and one half hours a day between the hours of 8 am and 5 pm with 1 hour un-paid lunch break, five days a week for all clerical employees and eight hours a day with 1 hour un-paid lunch break, 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 with a one-hour unpaid break for lunch.~~ - The City reserves the right to establish its employees' work schedule to meet the requirements of the City.

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**Section 275.2.** 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 275.3.** 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 275.4.** Overtime pay shall be two times the hourly rate for all time worked on Sunday.

**Section 275.5.** -An employee reporting for call-in assignments shall be guaranteed

three (3) hours pay at the rate of one and one-half times ~~his~~<sup>their</sup> 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/they~~ 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 275.6.** 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 275.710.** 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 275.815.** 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 275.914.** —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 275.107** Scheduled overtime shall be solicited a minimum of 72 hours in advance of event.

#### **ARTICLE 286 - WAGES**

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

~~7-1-21 — 2.75% Upon City Council Approval: 3% 2.50%~~

~~7-1-22 — 2.25% 07/01/2027: 3% 2.50%~~

~~7-1-23 — 2.50% 07/01/2028: 2.75% 50%~~

~~7-1-24 — 2.50%~~

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~~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 \$ license premium shall be paid to eligible employees. The premiums shall be paid for the highest \$ 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 297 - 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 3028 - 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 3129 - 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 302 - TERMINATION OF AGREEMENT**

**Section 32.1.** This agreement shall be in full force and effect from July 1, 2026~~4~~ to and including June 30, ~~2029~~<sup>2029</sup>. 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, 2024- June 30, 2029-2025 Collective Bargaining Agreement

IN WITNESS WHEREOF, the parties hereto have set their hands and seals  
this \_\_\_\_ day of \_\_\_\_\_, 2026

CITY OF NOVI

Robert J. Gatt Justin Fischer, Mayor Cortney Hanson, City Clerk

MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES

Chad Trussler, Business Agent

Stacey Hunter, Sarah Marchioni Steward, Chief Steward Mike Wall Mike Tate,  
Steward

Commented [EM10]: Not sure who the chief steward/steward is between Sarah and Mike

Maureen Underhill, Steward Sarah Marchioni, Steward



