

**AGREEMENT BETWEEN
THE CITY OF NOVI AND THE POLICE OFFICERS LABOR COUNCIL**

EFFECTIVE JULY 1, 2020 - JUNE 30, 2021

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AGREEMENT BETWEEN THE CITY OF NOVI AND POLICE OFFICERS LABOR COUNCIL

This agreement, signed this 29th day of SEPTEMBER, 2020, , for the contract period July 1, 2020 through June 30, 2021, by and between the City of Novi in Oakland County, Michigan, hereinafter referred to as the "City", and the Police Officers Labor Council, hereinafter referred to as the "Union". It is the desire of both parties to this Agreement to continue to work harmoniously and to promote and maintain high standards between the City and its Police Officers, hereinafter referred to as "officers", which will better serve the citizens of the City of Novi.

1. RECOGNITION

Section 1.1: The City recognizes the Police Officers Labor Council, POLC, as the exclusive bargaining agent for the Novi police officers below the rank of Sergeant, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment, in the following bargaining unit for which it has been certified, and in which the Union is recognized as sole and exclusive bargaining representative, subject to and in accordance with the provisions of Act 336 of the Public Acts of 1947, as amended.

2. AGENCY SHOP AND DUES CHECKOFF

Section 2.1: A bargaining unit employee may sign an authorization for deduction of dues/fees for membership in the Union. The authorization for deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the City, with copy of the Union and shall cease in accordance with the Union's by-laws and governing documents.

Section 2.2: The amount of dues/fees shall be designated by written notice from the Union to the City. If there is a change in the amount of dues/fees, such change shall become effective the month following transmittal of the written notice to the City. The City shall deduct the dues/fees on a bi-weekly basis from the pay of the employees that have authorized such deductions.

Section 2.3: Deduction of dues/fees shall be remitted to the Union. In the event a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of the employee to obtain the appropriate refund from the Union.

Section 2.4: If an authorized deduction for an employee is not made, the City shall make the deduction from the employee's next pay after the error has been called to the City's attention by the employee or Union.

Section 2.5: The Union will protect, save harmless and indemnify the City from any and all claims, demands, suits and other forms of liability by reason of action taken by the City for the purpose of complying with this article of the agreement.

Section 2.6: Unless otherwise provided in this article, all matters pertaining to a bargaining unit employee establishing or reestablishing membership in the Union, including requirements established by the Union for providing paid services to non-union bargaining unit employees, if permissible shall be governed by the internal conditions mandated by the Union pursuant to its authority under section 10(2) of the Public Employment Relations Act.

3. MANAGEMENT RESPONSIBILITY

Section 3.1: The City Council on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers are reserved to and remain vested in the City Council, including, but without limiting the generality of the foregoing, the right:

- A. to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered to the public, the control of equipment to be used, and the discontinuance of any services or methods of operation;
- B. to introduce new equipment, methods, or process, change or eliminate existing equipment and institute technological changes, decide on supplies and equipment to be purchased;
- C. to direct the work force, to assign the type and location of work assignments and determine the number of employees assigned to operations;
- D. to determine the number, location, and type of facilities and installations;
- E. to determine the size of the work force and increase or decrease its size;
- F. to hire new employees, to promote employees and to assign, transfer and lay off employees;
- G. to establish and change work schedules, work standards, and the methods, processes, and procedures by which such work is to be performed;
- H. to discipline, suspend, and discharge employees for cause;

- I. to maintain the discipline and efficiency of officers;
- J. to establish the methods of departmental operation.

Section 3.2: The City reserves the foregoing rights except such as are specifically relinquished or modified by the terms of this Agreement.

Section 3.3: It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated, and except as specifically abridged, delegated, modified, or granted by this Agreement, all of the rights, powers and authority the City had prior to the signing of this Agreement are retained by the City and remain within the rights of the City, whether or not such rights have been exercised in the past.

4. BASIS OF REPRESENTATION

Section 4.1: There shall be one Union representative and an alternate to act in his/her absence.

Section 4.2: There shall be a grievance committee consisting of not more than two (2) members of the Union.

Section 4.3: The names of officers selected as Union representatives and alternates, and the name of the President of the Union, shall be certified in writing to the City by the Union.

Section 4.4: The Union representatives may investigate and process grievances during working hours without loss of pay, if the case so warrants and this privilege shall not be abused. Union representatives will be permitted to leave their work, after obtaining approval of their respective supervisors and recording their time. Permission for Union representatives to leave their workstations will not be unreasonably withheld. Union representatives will report their time to their respective supervisors upon returning from a grievance discussion.

5. GRIEVANCE PROCEDURE

Section 5.1: Definition: 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.

Section 5.2: Any grievance or dispute which may arise between the parties concerning the meaning, application or interpretation of this Agreement, and disputes as to wages, hours and working conditions, shall be settled in the following manner:

Step 1: The parties recognize informal resolution of grievances at the lowest possible level of supervision is desirable and herein encouraged. In the event that an officer or the Union believes there is a basis for a grievance, the officer or the Union representatives shall first discuss the alleged grievance with the aggrieved party's

immediate supervisor. If after an informal discussion with the immediate supervisor the grievance has not been settled within ten (10) business days, (business days referred to herein shall not include Saturday, Sunday or legal holidays) the Officer or the Union may discuss the alleged grievance with the Chief. The Union shall have a response from the Chief within ten (10) business days.

Step 2: If after an informal discussion with the Chief the grievance has not been settled, the Officer or the Union may reduce the grievance to writing and the written grievance shall be presented by the Union representative to the Chief of Police within ten (10) business days of the discussion with the Chief. It 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 these provisions, shall indicate the relief requested, and shall be signed by the employee.

Step 3: Within ten (10) business days of receipt of the grievance, the Chief shall respond to the grievance in writing or resolve the grievance to the satisfaction of the Union. Step 4: If the Union is not satisfied with the disposition of the grievance or if no disposition has been made by the Chief of Police within ten (10) business days, the grievance may be appealed in writing to the Director of Human Resources. The Director of Human Resources shall within ten (10) business days of the receipt of said grievance, respond to the grievance and render his written disposition of said grievance.

Step 5: If either party is not satisfied with the disposition of the grievance at the step 4 level, either party may, within ten (10) business days of the date of the written disposition or of the date on which said disposition is due, whichever is the earliest, invoke arbitration by sending to the other party written notice of the intention to arbitrate the Grievance.

Section 5.3: The arbitration proceedings shall be conducted by an arbitrator to be selected by the City and the Union. If the parties cannot agree as to the arbitrator, he/she shall be selected by the Federal Mediation and Conciliation Services (FMCS) in accordance with its rules and regulations. Notice to the FMCS shall be made within twenty (20) calendar days after the written notice of the intention to arbitrate the grievance. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.

Section 5.4: Expenses for the Arbitrator's services shall be borne equally by the parties. All other expenses shall be borne by the parties incurring them.

Section 5.5: The arbitrator shall have jurisdiction only to interpret, apply and determine compliance with the provisions of this agreement insofar as the arbitrator may deem necessary for the determination of the grievance appealed to him. The arbitrator shall have no power to add to; subtract from or modify any of the terms of this agreement or any supplement or amendment thereto or to go beyond the scope of the grievance as filed in writing. The arbitrator shall have no power to substitute his discretion in cases where

the City is given sole discretion to act by this agreement or by any supplement or amendment thereto. In the event the arbitrator decides he has no power to decide or rule on an issue, he shall so rule and the matter shall be referred back to the parties.

Section 5.6: 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.

Section 5.7: Notification within a reasonable time shall be given to the Union of any disciplinary action taken against any member which may result in official entries being made in his/her personnel files. All information forming the basis for disciplinary action shall be made available to the member and the Union. All members shall be entitled to review the contents of their personnel files at all reasonable times. A member shall be permitted to have inserted in his/her file, his/her written response to any unfavorable communication from a citizen.

Section 5.8: For purposes of privacy, members shall be allowed to use department address as personal address on all reports, complaints and testimony.

Section 5.9: The City agrees that it will continue to regard all personnel files as confidential records to be under direct control of the Director of Human Resources, and no unauthorized person shall be allowed to see a member's files without his/her prior written consent nor shall his/her name, home address, or photographs be given to the press or news media without his/her express consent.

Section 5.10: The City agrees to furnish to the Union in response to reasonable requests, information which may be necessary for the Union to process any grievance.

Section 5.11: The Union shall have the right to file a grievance if the Union believes that an alleged violation affects any members of the Union. In such a case, the Union shall be deemed to be the grievant.

Section 5.12: The Department shall make recordings of all disciplinary hearings available to the Union upon request.

6. DISCIPLINARY LAYOFF AND DISCHARGE

Section 6.1: The City may discharge or discipline any officer only for just cause Any officer who has been disciplined by suspension or discharge may request the presence of a Union representative before he/she is required to leave the station, to discuss the matter with the officer and the City representative, as long as the circumstances permit prompt and orderly conversation on the matter. The Union representative will be called promptly, if available. In the case of a discharge, the officer and the Union will be given a written statement of the general nature of the charges causing the discipline.

Section 6.2: It is important that complaints regarding discipline be handled promptly, and if

a hearing is desired, the Union or the officer shall file an appeal with the Chief of Police or his designee, within two (2) working business days after such discharge or discipline is first imposed. The hearing will be held within two (2) working business days after the filing of the complaint. Union representatives at the hearing will be the same as indicated in Section 6.6 of the Grievance Procedure. In addition, the disciplined officer has the right to be present.

Section 6.3: If the Chief or his designee finds in his judgment that the discipline is too severe, he may reduce the discipline to a more appropriate penalty. The Chief will render a decision within five (5) working business days of the date of hearing. If his/her decision is not satisfactory to the Union, the grievance may be appealed under Step Four of the Grievance procedure. If such appeal is not filed within five (5) working business days of the date of the Chief's decision, or of the date on which it was due, the matter will be considered automatically settled on the basis of the last decision and not subject to further appeal.

Section 6.4: The aggrieved officer shall have a right to be present and participate in the hearing before the City Manager. The City Manager shall, within five (5) working business days of the receipt of said complaint, hold a meeting thereon and within three (3) working business days of said meeting, render his written disposition of the complaint, copies of which shall be delivered to the Chief, the Union, and the disciplined officer. In the event there is no decision, the opinion rendered by the Chief shall continue in effect.

Section 6.5: If the Union is not satisfied with the disposition of the complaint under paragraph "6.4"; it may, within ten (10) working business days of the written disposition of the City Manager, appeal said grievance to binding arbitration in accordance with the procedures set forth in Step Five of the Grievance procedure. In the event of such appeal, the decision of the arbitrator shall be final and binding upon the parties, including the disciplined officer.

Section 6.6: All officers shall have the right to be represented by the President of the Union or a member of the Union Grievance Committee at all disciplinary conferences or hearings under this procedure and to be represented by an attorney if he/she chooses.

Section 6.7: Employee Rights:

- A. At no time shall any member of the Union be required to answer to any allegation(s) of misconduct unless said allegation(s) has been reduced to writing and the member shall be provided with a copy of the allegation(s) an opportunity to read same before answering any questions or making any statements regarding the allegation(s) provided, however, that such answer or statement shall be made within forty-eight (48) hours immediately following the receipt of such allegation(s). Further, at his/her request, the member shall have the right to representation from the Union, or an attorney of his/her choice, present during the time any answers are given or statements made.

1. If at any time a member is answering to an allegation(s) which may result in

criminal charges being filed against him/her, the Union member shall be advised of his/her rights (MIRANDA WARNING) prior to any questioning.

2. At no time shall any member of the Union be required to take a polygraph test or stand in any line-ups to prove or disprove any allegation(s) made against them unless he/she so desires.
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- B. The private and personal life of any employee is not within the appropriate concern or attention of the City, as long as it is consistent with the high standards which the profession and Union have set. No restriction, other than the approval of the Chief of Police, is placed upon the freedom of employees to use their own time for gainful employment, or other activities insofar as it does not interfere with the satisfactory performance of their police duties. Such approval shall not be unreasonably withheld.
 - C. Within a two-year period following the insertion of a counseling memo or letter of reprimand in the personnel files of the member, he/she may ask that a review be made by the Director of Human Resources, and unless there is substantial reason otherwise, the letter will be removed and the record of it expunged.

7. SENIORITY

Section 7.1: New officers may acquire seniority after working twelve (12) continuous months in which event the officer's seniority will date back to the date of hire. However, rank shall also be used to determine seniority so that Detectives shall be deemed to be senior to all Patrol officers despite the fact that Patrol officers may have been hired prior to a Detective. In the event that two (2) or more officers of the same rank have the same date of hire, then seniority shall be determined among such officers by the date of the application for employment, the one with the earliest date of application having the greatest seniority. New officers hired after the date of signing of this Agreement shall be considered probationary for one year after they have completed the shadow phase of the Field Training Program.

Section 7.2: The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, except that the Union shall not represent probationary employees with respect to discharge or discipline by the City for other than Union activity.

Section 7.3: An officer shall lose his/her seniority for the following reasons only:

- A. He/she quits.
- B. He/she is discharged. In the event that the discharge is reversed through the grievance procedure, his/her seniority shall be reinstated to date of hire.

- C. He/she is absent for three (3) consecutive working days without notifying his/her supervisor or the Chief of Police. After such absence, the City will send written notification to the officer at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated. If the disposition made of any case is not satisfactory, the matter may be referred to the grievance procedure.
- D. If he/she does not return to work from sick leave and leaves of absence within three (3) days of the end of the leave.
- E. Retirement or regular service retirement.

Section 7.4: An officer who at any time returns from leave granted by the City shall be entitled to return to his/her former position without loss of rank or seniority.

Section 7.5: An officer who is promoted from the bargaining unit to a command position with the City shall retain all seniority accumulated by him as a member of the bargaining unit, and shall be entitled to exercise that seniority at any time that he/she is either laid off or demoted from his/her position as a command officer.

8. LAYOFFS AND RECALL

Section 8.1: Definition: A layoff is a reduction of the work force. A layoff reduction is defined to be the reduction of an employee's rank within this bargaining unit, or the Command bargaining unit, when the employer has decided to layoff members of the Police Department because of lack of work, lack of funds, or reasons other than the acts or delinquencies of the employee. The employer will adhere to the principle of last hired, first laid off.

Section 8.2: Method: In such cases where the number of employees laid off necessitates a reduction of rank, it shall be done in the following manner. First the City shall decide the number of Sergeants to be reduced. That number of Sergeants shall be reduced to the rank of Detective/Road Patrol Officer by inverse order of the length of service in rank of Sergeant and become members of this bargaining unit. After any Sergeants have been reduced and if the City decides to reduce any member of the Detective/Road Patrol Officer, it shall be done in the following manner. The Detective/Road Patrol Officer who has the least amount of time shall be laid off. The names of persons holding permanent positions in the rank effected, who have been reduced in rank under this article, shall be placed on an appropriate layoff reduction promotional list in the inverse order of their reduction. The City agrees that no promotion of any employee in this bargaining unit, or the COAM, Lieutenant's and Sergeants bargaining unit shall take place until those persons who were laid off are first returned to work, and all members reduced in rank are re-promoted.

Section 8.3: Notice of Layoff: The Chief shall give written notice to the City Manager, to the employees, and to the union on any proposed layoff. Such notice shall state the reasons

therefor, and shall be submitted at least fourteen (14) calendar days, or earlier if possible, before the effective date thereof.

Section 8.4: Recall Procedure: When the working force is increased after a layoff, employees will be recalled in the inverse order of layoff. Notice of recall shall be sent to the employee at his/her last known address by telegram or certified mail. If an employee fails to report for work within ten (10) days from notice of recall, he/she shall be considered to have voluntarily terminated his/her employment.

9. PROMOTIONS AND ASSIGNMENTS

Section 9.1: A promotion is defined as a movement to a higher pay range. Any movement not involving a change in pay shall be considered an assignment.

Limited Temporary Assignments: Any assignment lasting less than three (3) years shall be considered a limited temporary assignment except that all temporary assignments may be extended for a fourth year at the discretion of the Chief of Police and the agreement of the officer involved. Limited temporary assignments are selected by the Chief of Police without regard to the promotional process. All assignments will be posted for 7 calendar days in advance and during which time officers will have the opportunity to submit letters of interest. In an emergency the Chief may select a volunteer to fill the position during the posting process, will then post the position within 1 business day of the selection of the volunteer. The Chief must make a selection from the letters of interest within 7 days of the closing of the posting period.

Unlimited Assignments: Detective positions are unlimited temporary assignments, not promotions. Officers assigned to the General Services Division as a detective carrying out the duties of General Assignment, District Assignment, DARE, School Liaison, Juvenile, Court Services, Property or Crime Prevention may be assigned for as long as the City wishes to retain the officer in that assignment. The time limitations found in the Unlimited Temporary Assignment language do not apply to these assignments. Should no officer express interest in these positions during the posted period, the officer who is not on probation, with the least seniority, will be given the assignment.

Employees assigned to a Limited or Unlimited Assignment will continue to get their normal annual salary including all normal and annual pay increases.

In the event the City returns to an eight (8) hour schedule during the term of this contract, all promotional and assignment language will revert to the terms as found in the collective bargaining agreement effective July 1, 1996 through June 30, 1999.

Section 9.2: Effective July 1, 2013, the Property Room shall no longer be staffed with a sworn police officer.

Section 9.3: An assessment center shall be used for promotion to Sergeant. The assessment center shall be selected by mutual consent between the City and Union. Effective July 1, 2004, a committee, previously formed and made up of police officers, supervisory staff and

administrative staff will meet, not less than weekly, to discuss the development of a new promotional process, to include performance evaluations as they relate to promotional opportunities only.

Section 9.4: The City will announce their intent to hold an assessment center at least 30 days in advance.

Section 9.5: Candidates must possess a minimum of six (6)-years of service in the calendar year of the posting to compete in an assessment center. The job posting shall allow seven-(7) calendar days during which all candidates must submit a letter of intent to Human Resources Department.

Section 9.6: Candidates must obtain a minimum of 70% on the written exam to be considered for promotion to Sergeant.

Section 9.7: Participants of the assessment center will be ranked numerically and vacancies will be filled in the same rank order. If the employee holding the highest score would like to pass on a position offered, he/she will remain at the top of the list until he/she accepts a position, or until the list is no longer valid. An eligibility list using these ranking will remain in effect for a period of two (2) years from the date of the assessment center.

10. TRAINING

Section 10.1: The City may schedule an officer for training either during a scheduled day of work or during a regular day off. For the purpose of training, the schedule may be changed a minimum of fourteen days in advance or within 14 days by agreement with the officer. If the training orders are not issued 14 days in advance of the date the training will take place, the officer will have the right to refuse the schedule change.

Section 10.2: Training on a Scheduled Work Day: Any training of eight hours or more, including driving time, constitutes a day worked. Officers attending training less than 8 hours will report to their shift supervisor for assignment for the remaining work hours in their shift. Officers may take leave time, if approved, in lieu of working the remainder of the shift. If the training is longer in duration than the Officer/Detective's regular shift (12/8), the overtime provisions of the Collective Bargaining Agreement will apply.

In the event the City returns to an eight hour patrol schedule during the term of this contract, all training language will revert to the terms as found in the letter of agreement dated June 15, 1998.

11. ILLNESS, DISABILITY AND PERSONAL BUSINESS

Section 11.1: Officers covered by this Agreement shall be allowed up to twelve (96 hours) illness days per calendar year at full base salary. When an officer uses five (40 hours) or more consecutive days for reasons of illness, the City may require a letter from the officer's physician prior to authorization of payment for such days. All unused sick time shall be carried over in his/her account from year to year on a cumulative basis, to a maximum of One Hundred Thirty (130) days. An officer may use as many of his/her accumulated days

as he/she has for purposes of illness at full pay. An officer whose employment is terminated by death, retirement or other valid reasons, or his/her legal representative if he/she dies while employed by the City, shall be entitled to be paid for up to One Hundred Thirty (130) accumulated sick days in his/her account at the rate of one half (50%) of regular straight time pay at the time of termination for each such day, provided that sick leave days accumulated prior to July 1, 1979, will be paid for as provided above except at the rate of full pay at the time of termination for each such day.

Section 11.2: An unused sick day bank may be established and administered by the Union for the purpose of providing additional days to officers who have exhausted their normal and accumulated sick days. It is understood that administration of such bank shall not be the responsibility of the City and the City shall not be required to grant any days in addition to the twelve (12) per officer provided in paragraph "11.1" above. It is understood that all donations to the bank shall be voluntary and accompanied by a letter of transfer signed by the transferring officer.

Section 11.3: All employees using less than 48 hours of sick time from January 1 through December 31 shall receive all unspent hours in excess of 48 hours multiplied by .333 in straight time payment. Payment shall be made no later than the first pay period in February. To be eligible for payment, an officer must have a minimum of 24 hours in their sick leave bank on the last day of the previous calendar year.

Formula: $96 - 48 = 48 \text{ hours} - \text{hours used} \times .333 \times \text{hourly rate} = \$ \underline{\hspace{2cm}}$

All unused sick time will continue to accumulate to the one hundred thirty (130) day maximum accumulation.

Section 11.4: In addition to the twelve (96 hours) illness days, the officers covered by this Agreement shall be allowed five (40 hours) personal business days with pay, per year for personal business. Personal business days will be authorized only by permission of the Bureau Commander with approval of the Chief of Police upon advance written request by the officer. It will be necessary, except in an emergency that a twenty-four (24) hour notice be given the Bureau commander when requesting a personal business day. If the Bureau Commander is not available to grant an immediate request, such time may be granted by the shift commander, in such event the oral request will be followed by a written one from the officer. Any unused personal business days at the end of the calendar year shall be added to the officers sick day bank.

Section 11.5: Duty Disability and Duty Disability Leave: A "Duty Disability Leave" shall mean a leave required as a result of the employee incurring a compensable illness or injury covered by Michigan Worker's Compensation Act while in the employ of the City.

Section 11.6: In order to be eligible for duty disability leave, an employee shall immediately report any illness or injury to his/her immediate supervisor, who shall note same in writing.

Section 11.7: In the event an employee's illness or disability exceeds seven (7) calendar days, he/she shall cause an applicable insurance disability form to be completed and filed

with the City.

Section 11.8: If an employee suffers a duty disability and it is ascertained that the nature of the injury or illness is such that the employee will be unable to work, such employee will be retired under the City's retirement system.

Section 11.9: Eligibility for disability benefits shall depend upon a clear showing by competent medical evidence that such disability leave is necessary.

Section 11.10: When absence results from a "Duty Disability", the benefits provided in the 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 (95%) of the employee's regular take-home pay, including sums received by way of weekly benefits under the workers compensation law, any other disability benefits provided by law, any disability insurance provided for by the Agreement, and any social security benefits. The City will pay the difference, if any, between all such payments and ninety-five percent (95%) of the employee's regular straight time pay for the period of the employee's disability, but not to exceed twelve (12) months from the date of injury or illness.

Section 11.11: Effective September 1, 2004, the City will provide the Optional Disability benefit, D-2 for members of this bargaining unit.

Section 11.12: Effective July 1, 2020, Police Officers hired after April 1, 2012, who are unable to perform the essential duties of their job requirements due to a duty death or duty disability, as defined and approved by the Municipal Employees' Retirement System (MERS), shall be eligible to receive the difference between the MERS Hybrid Plan Defined Benefit Disability Retirement benefit at the time of death or disability and sixty (60%) percent of the employee's Final Average Compensation (FAC) at the time of death or disability, paid at a minimum monthly. The payment made by the City shall be offset by any other income or disability benefit paid to the Officer (see Disability Income Limitation contained in the MERS handbook). In the case of a duty death, said payment(s) shall be made to the eligible spouse, or if no spouse, any eligible minor children up to the age of 21. In the case of a duty disability, payments shall be made to the employee after Workers Compensation payments have expired and MERS has provided their determination of the disability. Payments shall be retroactive to the expiration of Workers Compensation. It shall be the responsibility of the employee to complete all MERS required documentation for such duty disability determination. The payment by the City will continue as long as the employee continues to be deemed disabled and receives the MERS disability benefit. Upon the death of a member who received a duty disability retirement the spouse shall be eligible for survivor benefits and/or children up to the age of 21 as determined by MERS, except as noted in paragraph 4 below.

Section 11.13: Effective July 1, 2020, Police Officers hired after April 1, 2012, who meet the eligibility requirements for a duty-related disability or duty related death pension, and have been granted such duty-related pension by MERS, will receive, and in the case of death, the spouse and all eligible dependents will receive retiree health insurance so long as they continue to receive a duty disability pension from MERS. The applicable premium share will apply. This section shall be subject to the following conditions:

1. Insurance will cover the duty disabled retiree, spouse at the time of disability, and eligible dependents until they reach the age of 21, except as outlined below, or in the case of death of the member, their spouse at the time of disability or death, and if minor children, until they reach age 21, except as noted in paragraph 4 below;
2. During the time period when they are eligible, the member's eligible spouse and eligible dependents will be provided the same health insurance and prescription drug coverage provided to active employees, this may change due to mirroring;
3. A member will not be eligible to receive benefits under this provision if they or their spouse are eligible to receive health insurance benefits under any other health insurance plan that is substantially equivalent insurance to that of the active work force.
4. This benefit will cease upon the occurrence of any of the below events:
 - a. Termination of the employee's duty disability retirement and pension;
 - b. Eligibility to participate in a federal or state health care program that provides substantially equivalent insurance to that of the active workforce;
 - c. Attainment of regular retirement age, but under no circumstances will this benefit continue past age sixty-five (65).
 - d. If spouse remarries, benefits will terminate.

Section 11.14: If the health care plan is not accepted in the region where the retiree or surviving spouse resides, the retired employee and spouse may seek their own insurance coverage. The retired employee and spouse will pay any additional amount for premiums, deductibles and/or co-pays that the then-current comparable active employees pay with the employer's responsibility limited to only the premium amount that the City is required to pay for the coverage offered to the retiree by the City. Only that amount will be reimbursed to the retiree.

Section 11.15: Funeral Leave: Officers shall be granted a funeral leave of up to five (5) consecutive days off (regardless of work schedule) , with pay, in the event of a death of: spouse, father, mother, sister (including step or half), brother (including step or half), son or step-son, daughter or step-daughter, mother-in-law, father-in-law (step or parent). Up to three (3) consecutive days off (regardless of work schedule) with pay in the event of the

death of: grandparents (including in-laws), grandchildren, aunt, uncle, brother-in-law, sister-in-law, son-in-law, daughter-in-law, niece or nephew.

Section 11.16: The Chief with the written consent of the Human Resource Director may authorize additional leaves of absence without pay, for any period or periods not to exceed one (1) year for the following purposes:

- A. Attendance at college, university or business school for the purpose of training in subjects related to the work of the officer and which will benefit the officer and the city.
- B. Urgent personal business requiring an officer's attention for an extended period such as settling estates, liquidating business, running for public or union elective positions or for purposes other than the above that are deemed justifiable.

Section 11.17: An officer who has been elected or appointed to a public or union position will be granted a leave of absence without pay for a period not to exceed two (2) years to serve in such position.

Section 11.18: Any leave set forth in the contract, requested by Officers, will be granted at the discretion of management so long as the requested leave does not create a staffing problem or overtime for the department. The requested leave shall be granted on a shift basis.

12. NO STRIKE PROVISION

Section 12.1: The Union agrees that no strike, work stoppage, slow down or other intentional interference with the normal operation of the department, by officers, of any kind shall be caused or sanctioned by the Union at the time during the life of this Agreement. The occurrence of any such acts or actions prohibited in this section by the Union shall be deemed a violation of this Agreement.

13. VETERANS LAW

Section 13.1: The re-employment rights of officers and probationary officers who are veterans shall be as prescribed by applicable laws and regulations.

Section 13.2: Officers who are in some branch of the armed forces, Reserve or National Guard, will be paid the difference between their reserve pay and their regular pay under this Agreement while they are on active duty in the Reserve or National Guard, provided proof of active duty and pay are submitted to the City. The obligation of the City under this provision is for a maximum of two weeks per fiscal year per officer.

14. DISCRIMINATION

Section 14.1: The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status.

15. BULLETIN BOARD

Section 15.1: The City shall assign appropriate space on bulletin boards which may be used by the Union for posting notices, bearing the written approval of the President of the Union, which shall be restricted to:

- A. Notices of Union Recreational and social affairs.
- B. Notices of Union elections.
- C. Notices of Union appointments and results of Union elections.
- D. Notices of Union meetings.
- E. Other notices of bona fide Union affairs which are not political in nature.

16. RETIREMENT

Section 16.1: All full time police officers of the POLC shall be members of the Michigan Municipal Employees Retirement System and shall be entitled to benefits of Plan B-2, including options F-50 with 25 years of service, and FAC-3. All contributions to this retirement system shall be fully paid by the City.

Section 16.2: Effective June 30, 1998, the retirement plan shall be revised to Plan B-3. Employees shall make contributions from gross earnings to fund the employee/member cost for the above benefit as determined by the MERS actuaries. Contributions shall commence effective June 30, 1998.

Section 16.3: Effective June 30, 2004, the retirement plan shall be revised to Plan B-4. Employees shall make contributions from gross earnings to fund the cost for the above benefit as determined by the MERS actuaries. The actuary study shall be ordered by April 1, 2003 for the contribution amount. The amount shall be forwarded to the appropriate POLC representatives. Contributions shall commence effective June 30, 2004.

Section 16.4: Effective June 1, 2010, the F25 retirement rider shall be implemented with the cost being paid by the City. Effective June 1, 2010, the retirement plan shall be revised to a 2.8% pension retirement benefit. The City shall contribute 1% toward the cost of the 2.8% pension benefit with the remaining cost paid through employee/member contributions. An actuary study shall be ordered by April 1, 2010 to establish the cost of the 2.8% pension benefit. Contributions shall commence June 1, 2010.

Section 16.5: Those officers who are eligible to receive the Defined Benefit 2.8% pension benefit, i.e., those officers hired prior to March 14, 2012, the F25 retirement rider will replace the F50/25 rider.

Section 16.6: Effective March 15, 2012, the number of overtime and compensatory time hours which shall be considered in the calculation of an employee's final average compensation shall be capped at a maximum of 350 hours per fiscal year in the final

average compensation period (based on pay records from July 1 to June 30 each fiscal year) completed after the date of the Award (March 15, 2012).

Section 16.7: Effective March 15, 2012, employees hired after that date shall participate in the MERS Hybrid Plan with a 1.5% multiplier for the defined benefit portion of the plan, and a defined contribution plan with a 3% employee contribution and a 2% City contribution. Vesting for the defined benefit plan shall be six (6) years. Vesting for the defined contribution plan is 25% after three (3) years, 50% after five (5) years and a 100% after 7 years. The retiree will be eligible for the defined contribution benefits at age 50, and for the defined benefit portion of the plan at age 55 with 25 years of service (MERS benefit F55/25 Rider). Eligible earnings for computing contributions (also use for purposes of final average compensation) shall include base salary and holiday pay.

Section 16.8: Effective date of ratification, July 25, 2016, employees who participate in the MERS Hybrid Plan shall contribute an additional 1%, for a maximum contribution of 4%, in the defined contribution portion of the Hybrid Plan.

Section 16.9: Effective July 1, 2019, City shall contribute an additional 1% into eligible employees defined contribution portion of their MERS Hybrid Plan for a total employer contribution of 3%.

Section 16.10: Retiree Health Care benefits defined for employees hired prior to April 1, 2012.

- A. Upon full retirement, or disability retirement the City shall provide the same health care coverage as is in effect at the date of retirement for employee and one (1) dependent. The City shall have the right to select the plan, carrier, and/or to become self-insured, provided that the coverage shall be, on the whole, substantially equal or better than the level of coverage in effect at the time of retirement. Any substitute plan, carrier and/or self-insured arrangement must offer coverage on a national basis, provided that coverage may not be available in every state or location. The City will provide at least sixty (60) days' notice of possible of impending changes, and, at the request of the Union, shall meet and discuss said possible changes.

If coverage is not offered in the location of the retiree's residence, the City shall reimburse the retiree for his/her cost for any replacement coverage up to an amount equal to 80% of the applicable premium (single or two person) under the retiree coverage offered by the City at the time of reimbursement. The City will provide reimbursement promptly after the retiree provides proof of enrollment and payment. If allowable by law, reimbursement will be made on a non-taxable basis.

- 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 in Article 21. Insurance, Section 21.7.

- C. The City agrees to pay 80% of the retiree's medical coverage, and the retiree agrees to pay the remaining 20%. Failure to remit the employee's share of the premium cost in a timely fashion shall be grounds for suspending the above coverage.
 - 1. Effective July 1, 2004, all retiree health care premiums shall be made through the City's direct payment program. Authorization forms shall be obtained and signed at the time of benefit eligibility.
- D. City agrees to allow retiree, at the time of retirement, to obtain the dental insurance that is in effect at the time of retirement for retiree and one (1) dependent, with retiree paying 100% of the premium which shall be paid by way of auto payment to the City.
- E. To qualify for this coverage an employee must possess a minimum of twenty (20) years of seniority upon retirement. Employees granted a disability retirement shall be excluded from this provision.
- F. The spouse of a retiree shall have survival rights to the medical coverage, as described above, subject to the following conditions:
 - 1. The City agrees to pay 80% of the spouse's medical coverage, and the spouse agrees to pay the remaining 20%.
 - 2. In the event that the spouse shall have comparable or better insurance available, the City shall have no obligation to continue coverage. In the event the spouse loses the comparable coverage, the spouse will then become eligible for coverage from the employer.
- G. Effective March 15, 2012, employees who retire on or after that date, who are eligible for retiree health care, who reach the age of 65, shall receive their primary health care through Medicare, requiring the retiree (and spouse, if applicable) to be enrolled in, and pay 100% of premium for Medicare Parts A and B (as is currently). Secondary coverage will be provided through a supplemental plan equivalent to Plan F. As set forth in Article 16, Retirement, the City agrees to pay 80% of the premium for this supplemental plan, and the retiree and spouse agree to pay the remaining 20% of the cost of the premium for this coverage.

Section 16.11: Retiree Health Savings (RHS) benefits defined for employees newly hired as of April 1, 2012. Employees hired after March 15, 2012, shall be enrolled in a Retiree Health

Savings Account. The City will contribute \$50 per pay to the employee's RHS account. Employees hired on or after the above date will not be eligible for retiree health care insurance or any health-related benefit through the City.

Section 16.12: Effective date of ratification July 25, 2016, City shall contribute an additional \$25 per pay into eligible employee's Retiree Health Savings Account for a total City contribution of \$75 per pay.

Section 16.13: Effective date of ratification (July 25, 2016) eligible employee's shall contribute \$75 per pay into their established Retiree Health Savings Account. Employee contributions shall be made by way of payroll deduction.

Section 16.14: Upon the retirement or disability retirement the City shall provide to the officer his/her badge, uniform "silverware", and sidearm with magazines as a token of the City's appreciation for the officer's years of service.

Section 16.15: Effective July 1, 2005, when an officer retires from the City of Novi he/she will receive a longevity payment, if eligible, prorated on the months worked up to the date of retirement. An officer must work through the fifteenth of the month for that month to be included in the longevity calculation.

17. HOURS OF EMPLOYMENT

Section 17.1: It is recognized that work assignments will be scheduled by the Department as set forth below.

- A. The Road Patrol schedule shall be prepared around a basic two (2), twelve (12) hour shift system augmented by supplemental shifts as the need dictates.

Days 7:00 a.m. - 7:00 p.m.
Midnights 7:00 p.m. - 7:00 a.m.

The City reserves the right to change the hours of the basic two (2) shifts by not more than two (2) hours in either direction.

- B. The City has the right to designate one (1) K-9 assignment to each shift.
- C. Administration will have the ability to establish any additional shift(s) as needed.
- D. Once the schedule has been established, it will not be changed without 28 days notification and discussion with a union representative.
- E. The twelve (12) hour shift shall be on a rotating basis, three (3) days on, two (2) days off, two (2) days on, three (3) days off, two (2) days on, two (2) days off and then will repeat. The three consecutive days off shall fall on a Friday, Saturday and Sunday.

- F. Employees shall be entitled to two (2) thirty (30) minute periods off-duty for lunch during the twelve (12) hour shift.

Section 17.2: The City shall have the right to establish the number of teams per shift, and the number of Officers per team. The City also reserves the right to assign all probationary employees to a specific team and shift.

The shift/team selection process shall be on a seniority basis as described below:

- A. The City shall establish the number of Officers per team.
- B. In order of seniority Officers will select their shifts.
- C. In order of seniority Officers will select their team.
- D. All selections shall be effective for a six (6) month period.
- E. Selections will go into effect on the first new pay period of April and first new pay period of October
- F. Trading of shifts and or teams shall be allowed, except when such trading of shifts would result in the paying of premiums. Trading of shifts will be limited to two (2) connecting pay periods. However, no Officer shall work or be scheduled more than sixteen (16) consecutive hours.
- G. In emergency situations, such as major natural disasters, mass civil disobedience, etc., the Chief has the right to temporarily waive the above scheduling provision.
- H. In the event of an absence that is going to exceed twenty-eight (28) days, the City has the right to re-schedule by seniority.

Section 17.3: Selection for shifts and days off will be accomplished by posting a blank shift manning chart forty-five (45) days prior to a new shift period. The work schedules for all members shall be posted at least twenty-eight (28) days in advance.

- A. Selection of shifts and days off shall be completed by members of the bargaining unit within fourteen (14) days of posting. Such selection will be made in accordance with the provisions of seniority as indicated in Section 17.2.
- B. Officers must select one shift and team for the entire six (6) month period. Bumping, preempting another Officer's selection after the selection period, based on seniority, shall not be permitted.
- C. Work hours as indicated on the blank shift manning chart will remain in effect throughout that period.

- D. Members of the bargaining unit who may be on vacation, sick leave, or other approved leave at the time of the posting and selection process shall assume responsibility for making their shift selection, in writing, or by phone to the Division Commander. Failure to communicate their selection will result in the Department assigning them to the remaining available shift after all others have selected.

Section 17.4: Probationary officers shall be excluded from the permanent shift selection and shall be assigned by the Department according to its needs and/or the Officer's need for training.

18. EVALUATION OF TWELVE HOUR SHIFTS

Section 18.1: The City reserves the right to evaluate twelve (12) hour shifts. A review will be conducted annually measuring against the productivity standards and sick leave usage as established in the memorandum prepared by Deputy Chief dated June 20, 2000, and as accepted by the Union and marked as Appendix B and attached to this Agreement. If productivity standards have been found to have unexplainably lessened or sick leave usage unexplainably increased, the City reserves the right to return to an eight (8) hour shift schedule.

Section 18.2: If the City makes the decision to discontinue the twelve (12) hour shift Longevity will be reinstated to all members hired during the period of time that Longevity was discontinued. No payments will be issued to those members that did not receive Longevity payments during that period. The Longevity language in the 1996-1999 Patrol Officers Contract will be in effect. Each member's original date of hire will then be used to compute their Longevity rate, including those members hired after the date of signature of this Agreement.

19. WAGES

Section 19.1: Officers shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A. The attached wage schedule shall be considered a part of this Agreement. Effective October 1, 2004, all POLC members shall be paid by way of direct deposit.

Section 19.2: Officers who work or are regularly scheduled to work between the hours of 7 PM and 7 AM shall be paid a shift premium of fifty cents (\$.50) per hour. All officers who work after 7 PM and extend beyond 7 AM because of overtime will continue to receive the shift premium of fifty cents (\$.50) per hour to the end of their shift. Effective date of ratification July 25, 2016 shift premium pay shall be paid only for those hours worked from 7P-7A.

Section 19.3: When any position not listed on the wage schedule is established, the City may designate a job classification and rate structure for the position. In the event the Union does not agree that the classification or rate is proper, the Union shall have the right to submit the issue as a grievance through the grievance procedure.

Section 19.4: Effective date of ratification (July 25, 2016) "A Field Training Officer" shall be paid 1 hour of straight time overtime per day for training a new recruit officer, not to exceed 24 weeks, one FTO per 24 weeks to receive training premium. FTO premium pay shall be paid to officers whether or not they are classified as FTO's in so far as they are responsible for recruits for a minimum of 8 hours in a work day.

20. OVERTIME, STANDBY AND CALL-BACK PAY

Section 20.1: Officers working a twelve (12) hour shift shall receive time and one-half (1-1/2) for all work scheduled or approved in excess of twelve (12) hours in anyone day, as

hereinafter defined, or in excess of eighty-four (84) hours in anyone pay period, including time spent in court appearances. Members working an 8-hour shift shall receive time and one-half (1-1/2) for all work scheduled or approved in excess of eight (8) hours in anyone day, or in excess of eighty (80) hours in anyone pay period including time spent in court appearances. The hourly rate for all Officers covered by this contract is depicted on the attached Wage Schedule and marked Appendix A.

Section 20.2: Detectives shall work under the hours as defined by the General Service Bureau. Detectives (excluding individuals assigned to specialty positions such as DARE, Crime Prevention, NET, Court Services) must carry pagers at all times. Detectives shall promptly respond to departmental calls and/or pagers. Failure to respond to a call will result in disciplinary action. An on-call rotation system will be established by the Chief of Police after consultation with the Union. Trading of on-call days among eligible Detectives will be permitted. The on-call Detective will report to the Police Department or crime scene within one hour after notification by the Department.

- A. The Police Department will provide a City vehicle to be driven for commuting purposes while on-call.
- B. Six (6) hours of comp time shall be earned per week for each week a detective is on-call.

Section 20.3: The term "work week" shall be defined as a period of one hundred and sixty-eight (168) consecutive hours, i.e., seven (7) consecutive twenty-four (24) hour days beginning at 7:01 P.M. Sunday, each calendar week, and ending at that time the following Sunday.

Section 20.4: An Officer who is called back to work during his/her regularly scheduled off time on a day off, for any reason, including court time, shall receive compensation at the rate of time and one-half (1-1/2) for the actual hours worked for a minimum of three (3) hours. An Officer who goes to Court time prior to his/her regular shift duty will be paid the minimum three (3) hours regardless of whether there is overlap time.

Section 20.5: An Officer who is called in early will be paid the rate of time and one-half (1-1/2) from time he/she starts until the beginning of his/her regular scheduled.

Section 20.6: An Officer who is in Court during a regular scheduled shift and is held over beyond his/her shift termination will be paid the rate of time and one-half (1-1/2) for actual time worked beyond end of shift. (Three hour minimum does not apply).

Section 20.7: Officers who are placed on court standby after regular duty hours or on a day off by being served with a court issued subpoena, will be paid at the rate of one-half (1/2) of their normal base pay for all of such time during which they are required to stand by, to a maximum of four (4) hours per day.

Section 20.8: Officers who are placed on mobilization alert after regular duty hours or on a day off by the Chief or his authorized representative shall receive pay at the rate of one-half (1/2) of their normal base pay for the entire period of such alert.

Section 20.9: Leave or vacation days shall not be changed, switched or rescheduled by the City for the purpose of avoiding payment of overtime or call back pay.

Section 20.10: There shall be no pyramiding of overtime pay under any provision of this Agreement.

Section 20.11: Any Officer who is called back to work during a regularly scheduled vacation shall be reimbursed for all costs and expenses which he/she would not have incurred but for such callback. Such officer shall not lose any vacation days by virtue of such call-back.

Section 20.12: Scheduling among officers will be done on an equitable basis and will not be arbitrary or capricious.

Section 20.13: Officers working twelve (12) hour shifts shall receive time and one-half (1-1/2) for all work scheduled or approved in excess of twelve (12) hours in anyone day, including time spent in court appearances. Officers working eight (8) hour shifts shall receive time and one-half (1-1/2) for all work scheduled or approved in excess of eight (8) hours in anyone day, including time spent in court appearances.

Section 20.14: In the event of an absence that is going to exceed 30 days, the City has the right to re-schedule by seniority.

Section 20.15: Compensatory Time – Full-time employees shall be given the option of banking time earned instead of receiving money for Court appearances, call-in or overtime. A carry over of 40 hours from one year to the next is allowed. Hours put into an employee's comp bank shall be at the same rate as would have been paid had the employee elected pay. The maximum compensatory time allowed to be banked is 104 hours. All hours accrued over 104 hours will be paid out at the officer's current rate of pay. Upon death or separation from the City, comp bank time shall be paid out at employee's current rate of pay.

21. INSURANCE

Section 21.1: . The City will provide health care insurance to each employee and his/her dependents, subject to the Patient Protection and Affordable Care Act. As such, health insurance plans may be subject to change in order to remain in compliance with the Act and avoid penalties. In the event that compliance with the Patient Protection and Affordable Care Act becomes necessary, the City or the Union may reopen the Collective Bargaining Agreement to bargain only the Patient Protection and Affordable Care Act issues.

Effective April 1, 2012, the prescription drug co-payment shall be \$10/\$20/\$40.

Effective April 1, 2012, the office visit co-payment will be \$20.

Effective July 1, 2007, employees shall contribute 20% of the premium cost for Family Continuation coverage (eligible dependents ages 19-25). This contribution will be paid through payroll on a pre-tax basis. This contribution will commence with the first payroll of July 2007.

Section 21.2 Effective April 1, 2012, each employee shall contribute 20% of the cost of the premium by way of monthly payroll deductions on a pre-tax basis.

Section 21.3: Optical: The City shall provide group optical insurance coverage for each officer and his/her dependents. Coverage will be no less than present coverage.

Section 21.4: Life Insurance: The City shall provide life insurance in the face amount of Fifty Thousand (\$50,000) Dollars for each officer in the bargaining unit, with triple indemnity provisions.

Section 21.5: Dental: The City shall provide each employee with the Delta Dental Plan Class I Benefits (75%) and Class II Benefits (50%). Effective January 1, 1998 the annual cap will be \$1,000 per calendar year. Effective July 1, 2004, the City will provide orthodontic coverage with a \$1,500 lifetime maximum for dependents up to age 19.

Section 21.6: Disability Insurance: The City shall provide disability insurance which will pay sixty percent (60%) of an employee's salary at time of disability for a period not to exceed five (5) years. Such coverage shall become effective after a period of six (6) months of continuous disability.

Section 21.7: The City will continue to have the right to select the plan carrier, and/or to become self-insured, provided that the coverage shall be, on the whole, substantially equal or better than the level of coverage in effect in the July 1, 2013 through June 30, 2016 Collective Bargaining Agreement between the City and the Union (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 (60) 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.

Section 21.8: The City will provide the Union with a complete copy of all insurance plans and riders a minimum of one time a year, to be received no later than January 31st and additional copies will be provided upon the City's knowledge of same.

Section 21.9: Effective date of ratification (July 25, 2016), employees of this bargaining unit electing to opt out of City provided health insurance shall receive a monthly opt out payment of \$200. Married officers shall not be entitled to receive the opt out payment. Current married officers, as of this date, shall be grandfathered.

22. VACATIONS

Section 22.1: Seniority officers shall receive vacations as follows:

- A. One (1) to five (5) years of service = 80 hours per year.
- B. Five (5) to ten (10) years of service = 120 hours per year.
- C. After ten (10) year of service to fifteen (15) years of service = 160 hours per year.
- D. Beginning the sixteenth (16) year of service an officer will be given one (1) additional 8-hour day per year of service to a maximum of twenty-five (25) 8-hour working days per year.

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

- A. An officer will begin to earn vacation time immediately upon hire. At the end of the calendar year of hire, an officer will be eligible for vacation leave. The amount of leave earned will be pro-rated against the vacation allotment as shown above in this agreement. Thereafter, vacation leave will be earned on a calendar year basis and vacation leave taken in the following calendar year.
- B. Consistent with the requirements of the service, officers shall be entitled to take their vacations during their period which they request, except in cases of conflict which would create a staffing problem or overtime for the department. The requested vacation leave will be granted at the discretion of management. Vacation selection shall be conducted on a shift basis. In event of conflict, the officers with the most seniority shall be entitled to vacation preference.
- C. A carry-over of vacation time, not to exceed 80 hours will be allowed with the permission of the Chief of Police and the approval of the Director of Human Resources for one (1) year, and will not be allowed in any two (2) consecutive year. Carryover of vacation time shall not be arbitrarily denied.

23. HOLIDAYS

Section 23.1: Each officer covered under this Agreement shall receive thirteen (13) paid holidays: New Year's Day, President's Day (observed), Martin Luther King Jr.'s birthday (observed), Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day. In the event an Officer is not scheduled to work the holiday, he/she will receive his/her base rate of pay. Every effort will be made to allow an Officer to be off duty for the holiday. In addition to his/her holiday pay, if the Officer's schedule starts on such holiday, he/she will be paid his/her base rate plus an additional eight (8) hours (or hours worked) at straight time, payable that pay period.

Section 23.2: Payment for each of the foregoing holidays shall be made to each officer in a separate check on the last regular pay day in the month of November, each year.

Section 23.3: Officers must meet the following conditions to receive the November Holiday Pay:

- A. During the payroll period in which an approved holiday occurs the officer must have worked a minimum of eighty-four (84) hours.
- B. Approved leave time including vacation days, personal business days, approved sick days, or other approved leave, including approved workers comp, can be included in the eighty-four (84) hour definition of working hours. However, a vacation or funeral day will be the only leave day which can be substituted as a Holiday.
- C. If the combined work and approved leave time does not compute to eighty-four (84) hours during any payroll containing a holiday the pay for the specific holiday will be deducted from the November holiday check.

If a General Service Officer is not scheduled to work on a Holiday he/she will be given the option of working additional hours during the payroll period in order to reach a total of eighty (80) hours and receive the November Holiday Pay. The schedule for the additional hours will be issued by the City and such hours will not qualify for overtime premium pay if scheduled in addition to eight (8) hour work days in the Holiday payroll period. Only officers assigned to work a Holiday by the City will have the right to work the Holiday. The additional "makeup" hours will be worked at the rate of two additional hours per day or one regular full eight (8) hour day. The employee, at his option and with the Employer's approval, may work the holiday in lieu of the makeup time but will not be paid the premium rate of pay.

Section 23.4: When an officer terminates his/her employment for any reason, he/she shall be entitled to be paid at the time of termination for all holidays which he/she has worked and for which he/she has not yet been paid.

24. UNIFORMS, CLEANING AND MAINTENANCE ALLOWANCE

Section 24.1: The City shall provide each newly hired officer the following items which shall comprise the full and complete uniform allotment of each uniformed officer employed by the City.

- 5 winter shirts and patches
- 4 pairs winter pants
- 1 trooper hat
- 1 trooper jacket
- 6 summer shirts with patches
- 4 pairs summer pants
- 2 police caps
- 1 summer lightweight jacket
- 2 ties
- 1 reversible raincoat
- 1 pair shoes
- 2 pair fatigue uniforms
- 1 pair zippered galoshes or boots
- department patches
- 1 long sleeve turtle neck
- 1 dickey (Officer's choice to wear tie or dickey/turtle neck)

Section 24.2: Quartermaster Program: The City will assume the responsibility for cleaning and replacement of uniforms for Patrol Officers.

Section 24.3: The City shall pay to all detectives covered by this Agreement a yearly maintenance allowance of Four Hundred (\$400.00) Dollars payable on April 15, and a yearly clothing allowance of Four Hundred (\$400.00) Dollars payable on August 15. If an officer has not been assigned to that position for one full year the above listed money shall be pro-rated for the amount of time spent out of uniform. Effective date of ratification (July 25, 2016) this amount shall be increased by \$100 payable April 15 and \$100 payable August 15.

Section 24.4: The City shall not change the uniform code without the approval of the Union, nor shall the city unilaterally add items to the required uniform allotment without the Union's approval.

Section 24.5: Equipment Allotment

The following items shall comprise the complete equipment allotment of each officer employed by the City:

Patrol Officer

- 1 Departmental approved semi-automatic
- 1 pair of handcuffs (at least one pair of Flex cuffs in glove compartment of each car)
- 1 flashlight, as per NPOA specifications

- 3 badges
- 1 holster, basket weave style
- 1 handcuff case
- 1 ammunition holder, basket weave style
- ammunition for approved semi-automatic
- 1 garrison belt
- 1 ASP night stick and carrier
- 1 whistle
- 2 sets of collar pins
- 1 name badge
- 1 Novi tie bar
- 1 riot helmet and complete protectors
- 1 Freeze +P chemical spray

Detective

- 1 Dept. approved semi-automatic. In applicable cases, a sub or additional weapon may be used upon proper authorization
- 1 pair handcuffs
- 1 holster
- 1 badge case
- 1 magazine holder

City will provide an annual shoe/boot allowance of up to \$100 with proof of purchase.

25. LONGEVITY

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

- A. Two (2%) percent of base compensation after five (5) years of service.
- B. Four (4%) percent of base compensation after ten (10) years of service.
- C. Six (6%) percent of base compensation after fifteen (15) years of service.
- D. Eight (8%) percent of base compensation after twenty (20) years of service.
- E. Employees hired after July 27, 2000 are not eligible for longevity.

Section 25.2: The elimination of Longevity will not be an issue for future contract negotiations.

Section 25.3: Should the Officers revert to eight (8) hour shifts Longevity will be reinstated for those employees hired after July 27, 2000 (see Section 25.1 (E)).

26. MILEAGE REIMBURSEMENT AND TUITION REIMBURSEMENT

Section 26.1: Mileage Reimbursement: Officers shall receive prompt reimbursement of the rate established by the Internal Revenue Service for the use of personal cars in connection with assigned duties. It is understood that if an adjustment is made in mileage payments to all City employees, the increase will apply to members of the bargaining unit.

Section 26.2: Tuition Reimbursement: The City will reimburse each officer the actual cost of tuition and books for all approved, job related courses taken and completed with a "C" or better grade. Total reimbursable costs shall not exceed \$1,200 per year per Officer. Effective date of ratification July 25, 2016, this reimbursement shall not exceed \$3,500 per year per Officer. Should this reimbursement amount increase for any other bargaining group this group reserves the right to elect that same benefit for its members.

27. NEGOTIATIONS WITHOUT LOSS OF COMPENSATION

Section 27.1: Negotiations for successor agreements shall be held during daytime hours and Union negotiators shall suffer no loss of compensation for time during which they participate in negotiations. The Officer shall be compensated with comp time for each hour in negotiations.

28. PROTECTION OF HEALTH AND SAFETY

Section 28.1: The City will afford each officer all necessary equipment maintained in proper working order to protect the health and safety of the officers. The City agrees that no officer shall be required to use a marked or semi-marked car which has been driven in excess of one hundred thousand (100,000) miles. City agrees to repair the seat if necessary.

Section 28.2: Physical Fitness Testing: All employees shall have the option of participating in the City's Physical Fitness Testing Program (PFT). All participants must pass a medical examination to qualify for this program. The cost of this exam shall be the responsibility of the City. The PFT shall be scheduled by the City during the months of September or October (two (2) sessions per shift, plus one (1) make-up session, be scheduled so as to hold the testing, so far as possible, during on-duty time), participate in a physical fitness test as outlined below, unless excused from participation by a physician's certification. Employees who successfully complete the PFT by meeting the minimum levels for their age/sex categories in all three (3) events shall receive a \$100 incentive bonus payment at the next pay period following completion of the test. Those who fail to successfully complete the test who are excused from participation will receive no incentive bonus.

Participants shall be permitted to dress in a comfortable, athletic-type clothing and wear running or athletic shoes.

Personnel on duty shall participate without loss of pay; personnel off duty shall not receive additional compensation.

The physical fitness test shall consist of three (3) events; pushups with a two (2) minute time limit, sit-ups with a two (2) minute time limit, and a two (2) mile run.

- A. Pushups: Pushups shall be done with palms of the hands flat on the ground and toes on the ground; no other portion of the body will be permitted to touch the ground during the duration of the exercise period of two (2) minutes. Exercise will start with arms extended. The body will be lowered until the upper arm is horizontal or slightly below horizontal, it is not necessary to touch the chest, chin or any other portion of the body to the ground. The body will be raised back up until the arms are fully extended. The lowering of the body and raising back will constitute one (1) repetition.
- B. Sit-ups: Sit-ups shall be done with knees bent, hands locked behind the head, and the feet held down. Exercise will start with the participant lying with the upper body on the ground until the upper body is past the vertical, then lower the upper body back to the ground. Raising the upper body from the starting position and return to the starting position shall constitute one (1) repetition. The exercise will have a two (2) minute duration.
- C. Run: The run shall consist of traversing a measured two (2) mile distance within a time period.
- D. Scoring: Minimum acceptable scores are as follows:

| Age | Pushups Men/Women | Sit-ups Men/Women | Run Men/Women |
|-------|----------------------|----------------------|------------------|
| 18-25 | 40/18 | 40/27 | 17:55/22:14 |
| 26-30 | 38/15 | 38/25 | 18:30/22-29 |
| 31-35 | 33/14 | 36/23 | 19:10/24:04 |
| 36-39 | 32/13 | 34/21 | 19:35/25:34 |
| 40-45 | 30/12 | 32/19 | 20:00/26:00 |
| 46-50 | 28/11 | 30/17 | 21:00/27:00 |
| 51-55 | 26/10 | 28/15 | 22:00/28:00 |
| 56-60 | 24/09 | 26/13 | 23:00/29:00 |

The physical fitness program will be mandatory for all officers hired after August 1, 1987.

29. DEFINITIONS

Section 29.1: The use of the term "officer" or "officers" or "employee", in this Agreement shall include all members of the bargaining unit as defined in Article 1.

30. UNION DAYS

Section 30.1: The City hereby grants to the Union forty-eight (48) paid hours during each

year of this Agreement to be used by the President, Vice-President, Secretary or Treasurer for the purpose of conducting the following union business: Conferences and seminars which related to the bargaining unit, negotiations, disciplinary hearings, grievances, arbitrations and official union business. A written notice must be provided by the union 72 hours in advance specifying the dates/times/union personnel who will be attending union conferences or seminars.

31. COPIES OF ORDERS AND REGULATIONS APPLICABLE TO OFFICERS

Section 31.1: A copy of any order, general order, rule, regulation, training bulletin or document of a similar nature which applies to more than one officer shall be posted in an appropriate place and copy made available to the Union.

32. LEGAL REPRESENTATION FOR OFFICERS AND POLICE PROFESSIONAL LIABILITY INSURANCE

Section 32.1: The City shall provide at its own expense such legal assistance as shall be required or needed by an officer as the result of acts occurring when and while said officer was in good faith performance of his/her police duties and responsibilities. If, for any reason, such legal assistance is denied, then the City shall submit a written report to the affected officer and the Union stating forth the specific reasons for such denial, which denial and reasons may be the subject of a grievance.

Section 32.2: The City shall further keep in effect and maintain a Police Professional Liability Policy insuring each employee in the amount of not less than One Million (\$1,000,000.) Dollars for any claim, suits and/or judgments against the employee and occasioned by the officer's employment. In the event the City shall fail to maintain such a policy, the City shall agree to assume and pay any claims, suits or judgments rendered against the officer which arise out of his/her employment.

33. MAINTENANCE OF CONDITIONS

Section 33.1: Wages, hours, benefits, and working conditions of employment in effect at the execution of this Agreement shall be maintained during the term of this Agreement.

Section 33.2: The City will make no unilateral changes in wages, hours, benefits, and working conditions during the term of this Agreement.

Section 33.3: This Agreement shall supersede any existing rules and regulations inconsistent herewith.

34. MODIFICATION

Section 34.1: The City and the Union shall have the right, during the period of negotiations of this Agreement, to change, delete from and/or add to any and all of the provisions contained herein; and to add further requests for consideration during these negotiations.

35. WAIVER CLAUSE

Section 35.1: The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of 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 referred to or covered by this Agreement and 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 and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

36. CITY AND DEPARTMENT RULES

Section 36.1: The City shall continue to have the right to establish, adopt, change, amend and enforce City rules and/or Departmental rules and regulations, not in conflict with the terms of this Agreement, governing discipline, health and safety, duties, rules of conduct and work rules. The City reserves the right to unilaterally cease the practice of City employees using City vehicles for commuting to and from work. Such action by the City will not be a subject for the grievance procedure.

Section 36.2: New or amended work rules and/or regulations will be announced ten (10) days prior to their effective date.

37. SAVINGS CLAUSE

Section 37.1: If any Article or Section of this Agreement or any appendices or supplements thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

38. MISCELLANEOUS PROVISIONS

Section 38.1: Patrol Car Equipment: All marked and semi-marked patrol cars will be equipped with the following:

- A. Plexiglas protectors between the front and rear seats
- B. Shotgun rack with locking mechanism
- C. Electric ignition locks

- D. Outside right hand mirror
- E. Air conditioning in all cars
- F. Individually adjusted bucket seats or split bench (providing available from Big 3)
- G. Control panel, on future cars put in service
- H. Spotlights on both sides of patrol vehicle

Section 38.2: The City may, in its discretion, require that employees submit to medical 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.

39. RESIDENCY

Section 39.1: All employees shall, as a condition of continued employment, be residents and reside within that area which is within thirty (30) miles from any corporate city limit of the City of Novi, Michigan.

Section 39.2: The City may, in its sole discretion, employ new employees without regard to the requirements of Section 36.1 of this Article, provided that such new employees (as a condition of continued employment) become residents and reside within that area which is within thirty (30) miles from any corporate city limit of the City of Novi, Michigan, within ninety (90) days after successfully completing the probationary period of employment.

40. TERMINATION

Section 40.1: This Agreement, unless otherwise stated, shall be effective as of the 1st day of July, 2016 and shall remain in full force and effect until the 30th day of June, 2020, except as otherwise provided. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given negotiations shall begin no later than forty-five (45) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

Section 40.2: In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Section 40.3: IN WITNESS WHEREOF, the parties hereto have set their hands and the day and year first above written.

41. RESTRICTED DUTY POLICY

Section 41.1: Effective on August 12, 2013, the City's Restricted Assignment Policy will be in effect for all members of the POLC bargaining unit as attached to this Agreement and marked as Appendix C.

42. DRUG TESTING POLICY

Section 42.1: The attached Drug Testing Policy shall be in effect as of the date of signing of this Agreement for members of the POAM bargaining unit. Attached hereto and marked as Appendix D.


Police Officers Labor Council



James O'Connor
Labor Representative


Novi Police Officers Association


Timothy Farrell, Local President

Dated: 9/29/2020

City of Novi

Robert J. Gatt, Mayor


Cortney Hansen, City Clerk


Scott Woodley, Local Vice President

WAGE SCHEDULE

APPENDIX A

| | | 7/1/2019 | 7/1/2020 2% |
|-------------------------------|---|-----------|----------------|
| Level 1 | A | 55,027.00 | 56,128.00 |
| | B | 25.196 | 25.700 |
| | C | 2,116.42 | 2,158.77 |
| Level 2 | A | 61,290.00 | 62,515.80 |
| | B | 28.063 | 28.624 |
| | C | 2,357.31 | 2,404.45 |
| Level 3 | A | 67,587.00 | 68,938.74 |
| | B | 30.946 | 31.565 |
| | C | 2,599.50 | 2,651.49 |
| Level 4 | A | 73,849.00 | 75,325.98 |
| | B | 33.814 | 34.49 |
| | C | 2,840.35 | 2,897.15 |
| Level 5 | A | 80,107.00 | 81,709.14 |
| | B | 36.679 | 37.412 |
| | C | 3,081.04 | 3,142.66 |
| | | | |
| Detective (80 hrs) | A | 80,107.00 | 81,709.14 |
| | B | 38.513 | 39.283 |
| | C | 3,081.04 | 3,142.66 |

| | |
|---|----------------|
| A | Annual Salary |
| B | Hourly Rate |
| C | Bi-Weekly Rate |

NOVI POLICE DEPARTMENT

interoffice

MEMORANDUM

to: John Nelson, President N.P.O.A.
from: Al Rasmussen, Deputy Chief *AR*
re: 12 Hour Shift Evaluation
date: July 25, 2000

The following will be used to evaluate 12 hour shifts.

- The number of complaints handled per year.
- The number of patrol officers working the 12 hour shift.
- The average number of complaints handled per patrol officer.
- The number of arrests made by patrol officers.
- The number of OUIL arrests made by patrol officers.
- The number of traffic stops made by patrol officers.
- The numbers obtained from the "Citation Performance" report for the patrol officers to include: hazardous, radar, non-hazardous, parking, pedestrian, accident, and city ordinance violations, and warnings.
- The number of "Officer Initiated Activity" complaints. This is defined as all report numbers taken by patrol officers which they were not dispatched to but found on patrol (FOP).
- The number of sick days patrol officers use per year.
- The number of sick hours used per year per officer.
- An explanation of any extended sick time use by any officer, i.e. officer 'A' has a heart attack and uses three months of sick time as a result.

Where available the numbers compiled for 1998 and 1999 will be used as the benchmark. The records section of the Novi Police Department will make every effort to obtain all of the above information. The 1998 and 1999 benchmark numbers will be provided to the N.P.O.A. The same criteria as outlined above shall be used to compile the annual evaluations of the 12 hour shifts for 2000 and subsequent years. The N.P.O.A. will receive a copy of each annual evaluation as soon as it is available. The evaluation will be done on a calendar year basis. The evaluation will include the total numbers for the unit and the average per patrol officer on 12 hour shifts.

APPENDIX C

RESTRICTED ASSIGNMENTS

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

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

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

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

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

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

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

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

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

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

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

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

6/28/00

APPENDIX D

CITY OF NOVI POAM DRUG TESTING POLICY

I. PURPOSE

The purpose of this order is to provide all sworn Officers with notice of the provisions of the departmental drug-testing program.

II. POLICY

It is the policy of this department that the critical mission of law enforcement justifies maintenance of a drug-free work environment through the use of a reasonable employee drug-testing program.

The law enforcement profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair an officer's physical and mental health and, thus, job performance.

Where law enforcement officers participate in illegal drug use and drug activity, the integrity of the law enforcement profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use.

Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug free law enforcement profession, this department will implement a drug testing program to detect prohibited drug use by sworn employees commencing July 31, 2000.

III. DEFINITIONS

- A. Sworn Officer – Those officers who have been formally vested with full law enforcement powers and authority.
- B. Supervisor – Those sworn officers assigned to a position having day-to-day responsibility for supervising subordinates, or who are responsible for commanding a work unit.

- C. Drug Test – The compulsory or voluntary production and submission of urine, in accordance with departmental procedures, by an officer for chemical analysis to detect prohibited drug usage.
- D. Reasonable Suspicion – That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an Officer. These facts or inferences would lead the reasonable person to suspect that the officer is or has been using drugs while on or off duty.
- E. Probable Cause – That amount of facts and circumstances within the knowledge of a supervisor or the administration which are sufficient to warrant a prudent person to believe it is more probably than not that an officer is or has been using drugs while on or off duty.
- F. Probationary Officer – For the purposes of this policy only, a probationary officer shall be considered to be any person who is conditionally employed with the department as a recently hired law enforcement officer.
- G. M.R.O. – Medical Review Officer – The medical review officer is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The M.R.O. will be a licensed physician with knowledge of substance abuse disorders. The M.R.O. shall have appropriate medical training to interpret and evaluate and officer's test results in conjunction with his or her medical history and any other relevant biomedical information.
- H. Last Chance Agreement – A standard letter of conditions for continued employment that is offered by the Chief of Police, or the right to same is invoked by an officer under certain conditions outlined in this order, after it has been determined that the Officer has violated this order.
- I. Explainable Positive Result – A positive finding in a urine specimen that contained that drug for legitimate reasons; such as a prescribed medication, a food product, or medication administered during a medical dental treatment.
- J. False Positive Result – A positive finding in a urine specimen that did not contain that drug.

IV. PROCEDURES / RULES

A. General Rules

The following rules shall apply to all officers, while on and off duty:

1. No officer shall illegally possess any controlled substance.
2. No officer shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.
 - a. Officers shall notify their immediate supervisor when required to use prescription medicine that may influence their job performance. The officer shall submit one of the following:
 - 1) note form the prescribing doctor
 - 2) copy of the prescription
 - 3) show the bottle label to his/her immediate supervisor

The officer shall advise the supervisor of the known side effects of such medication, as well as the prescribed period of use.

- b. Supervisors shall document this information and retain the memorandum for at least thirty (30) days.
3. No officer shall ingest any prescribed or over-the-counter medication in amounts beyond the recommended dosage.
4. Any officer who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his supervisor so that appropriate medical steps may be taken to ensure the officer's health and safety.
5. Any officer having a reasonable basis to believe that another officer is illegally using, or is in possession of, any controlled substance shall immediately report the facts and circumstances to his/her supervisor.
6. Discipline of sworn officers for any violation of this drug testing policy shall be in accordance with the due process rights provided in the department's rules and regulations, policies and procedures, and the collective bargaining agreement. The officer may be immediately relieved of duty pending a departmental investigation at the discretion of the Chief of Police or his designee, when one of the following occurs:
 - a. a refusal to participate
 - b. probable cause
 - c. the Medical Review Officer determines that an officer's drug test was positive

B. Applicant Drug Testing

1. Applicants for the position of Police Officer shall be required to take a drug test as a condition of employment during a pre-employment medical examination.
2. Applicants shall be disqualified from further consideration for employment under the following circumstances:
 - a. Refusal to submit to a required drug test, or
 - b. A confirmed positive drug test indicating drug use prohibited by this order.

C. Probationary Officer Drug Testing

All Probationary Recruit Officers shall be required, as a condition of employment, to participate in any unannounced drug tests scheduled for the probationary period. The frequency and timing of such tests shall be determined by the Chief or his designee. Probationary Recruit Officers may be tested prior to completion of the probationary period. A Probationary Recruit Officer shall not be eligible for coverage under the last chance rehabilitation provision set forth in this order, except at the discretion of the Chief of Police.

D. Officer Drug Testing

Sworn officers will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use, as provided below:

1. A Division Commander may order an officer to take a drug test upon documented probable cause that the officer is or has been using drugs. A summary of the facts supporting the order shall be made available to the officer prior to the actual test.
2. Upon reasonable suspicion the department may request, through an authorized representative of the Officer's labor association, that an officer submit to a voluntary drug test. Submission to a voluntary drug test hereunder shall be subject the frequency limitation found in Article IV, Section D, Subsection 4 herein. Any officer voluntarily submitting to a drug test who tests positive as a consequence of said test, shall be eligible to invoke the last chance rehabilitation provision set forth in this order. Any officer who refuses to submit to a request for a voluntary drug test shall not be disciplined as a consequence of such refusal, but shall not be eligible for

coverage under the last chance rehabilitation provision set forth in this policy for a period of three (3) years

3. All sworn officers shall be uniformly tested during any unannounced, random testing required by the department. Random testing for all sworn officers will not exceed twice in a 365-day period, except for those officers assigned to the narcotics unit.
 - a. The Chief or his designee shall determine the frequency and timing of such tests
 - b. The president of the labor association, or his designee, will receive a list of the officers that have been required to take a drug test after all officers in that particular group have submitted, or have refused to submit, a urine sample to the laboratory testing personnel.

E. Penalty

Violation of any provision of this drug testing order shall be grounds for disciplinary action. Discipline shall be administered as set forth in the Novi Police Department's Rules and Regulations, and may include discharge from the police department. Any discipline remains subject to review in accordance with the collective bargaining agreement.

F. Drug Testing Procedures

1. The testing procedures and safeguards provided in his order shall be adhered to by any laboratory personnel administering department drug tests.
2. Laboratory personnel authorized to administer departmental drug tests shall be required to provide positive identification from each officer to be tested before the officer enters the testing area.
3. A pre-test interview shall be conducted by testing personnel to ascertain and document the officer's recent use of any prescription or nonprescription drugs, or any indirect exposure to drugs. Divulgence by the officer of medical information during the pre-test interview is voluntary, however, if the test results are positive, it will be mandatory that the officer divulge the necessary medical information to the Medical Review Officer so that the M.R.O. may determine whether the test result is an explainable positive.

4. The testing area shall be private and secure. Authorized testing personnel shall search the testing area before and Officer enters same in order to document that the area is free of any foreign substances.
5. Where the officer appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The officer shall be permitted no more than four (4) hours to give a sample. During that time the officer shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the M.R.O.
6. The urine sample will be split and stored in case of legal disputes. The samples must be provided at the same time, marked, and placed in identical specimen containers authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage. This sample shall be made available to the employee or his/her labor association representative.
7. All specimen samples shall be sealed, labeled, initialed by the officer and laboratory technician, and checked against the identity of the officer. Samples shall be stored in a secure and refrigerated atmosphere until testing or delivery to the testing lab representative.
8. Whenever there is a reason to believe that the officer may have altered or substituted the specimen to be provided, a second specimen shall be obtained within a reasonable period of time. The laboratory personnel will take the appropriate necessary steps to assure the integrity of the second specimen.

G. Drug Testing Methodology

1. The testing or processing phase shall consist of:
 - a. Initial screening test
 - b. Confirmation test – if the initial screening test is positive

2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending". Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained and verified by the M.R.O.
3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
4. The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse including heroin, amphetamines and barbiturates. Personnel utilized for testing will be qualified to collect urine samples, or adequately trained in collection procedures.
5. Concentrations of a drug at or above the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

Initial Test Level

| | (ng/ml) |
|----------------------------|---------|
| Marijuana metabolite | 100 |
| Cocaine metabolite | 300 |
| Opiate metabolites | 300* |
| Phencyclidine | 25 |
| Amphetamines | 1000 |
| Barbiturates | 300 |

* 25 ng/ml if immunoassay-specific for free morphine.

Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory CG/MS test on a urine specimen that tested positive using a technologically different test than the initial screening method:

Confirmatory Test Level

| | (ng/ml) |
|----------------------------|---------|
| Marijuana metabolite | 15* |
| Cocaine metabolite | 150** |
| Opiate metabolites | |
| Morphine | 300+ |
| Codeine | 300+ |
| Phencyclidine | 25 |

| | |
|---|-----|
| Amphetamines | |
| Amphetamine | 500 |
| Methamphetamine | 500 |
| Barbiturates | 300 |
| * <i>Delta-9-tetrahydrocannabinol-9carboxylic acid</i> | |
| ** <i>Benzoyllecgonine</i> | |
| + <i>25 ng/ml if immunoassay-specific for free morphine</i> | |

6. The initial and confirmatory test cutoff levels of this order are the same as that of the United States Government which were published in the Federal Register, Volume 54, Number 230, dated December 1, 1989. These cutoff levels are subject to change by the Department of Health and Human Services as advances in technology or other considerations warrant identification of these substances at other concentrations. If these cutoff levels change in the future, the matter will be discussed with the labor associations prior to any amendment of this general order.
7. The laboratory selected to conduct the analysis shall be experienced and capable of assuring quality control, documentation, chain-of-custody, technical expertise and demonstrated proficiency in urinalysis.
8. Officers having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the letter will be placed in the officer's personnel file upon the officer's request.
9. Any officer who interferes with the testing process or breaches the confidentiality of test results shall be subject to discipline.

H. Chain of Custody – Storage

1. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
2. Where a positive result is confirmed, urine specimens shall be maintained in a secured, refrigerated storage area. If a dispute arises the specimens will be stored until all legal disputes are settled.

I. Drug Test Results

1. All records pertaining to departmental required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought. However, medical, administrative, and immediate supervisory personnel may have access to relevant portions of the records as necessary to insure the acceptable performance of the officer's job duties.

J. Substance Abuse Rehabilitation Program

Officers may participate in a substance abuse rehabilitation program, however, participation after July 31, 2000 shall not prohibit drug testing under this policy

K. Procedures for Implementation of the Last Chance Agreement

1. An officer whose drug test has been confirmed positive by the Medical Review Officer during random or reasonable suspicion testing shall, (if found guilty during department disciplinary proceedings), be offered a Last Chance Agreement.
2. At the discretion of the Chief of Police, the Last Chance Agreement may also be offered to any officer whose drug test has been confirmed positive by the Medical Review Officer.
3. A Standard letter of conditions for continued employment (the Last Chance Agreement) must be signed by an authorized representative of the department and the officer.
4. An officer must attend and successfully complete an authorized rehabilitation program.
5. An officer must sign a form releasing any and all information to management as may be requested.
6. An officer must pass a medical examination administered by a medical facility designated by the Chief of Police prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.

7. An officer may be allowed to use sick time and apply for a medical leave of absence if required, while undergoing rehabilitation.
8. Once authorized to return to duty, the officer must submit to periodic urinalysis as may be determined by the Chief of Police.
9. The officer shall be subject to the terms of the Last Chance Agreement for three (3) years after their return to work.
10. The officer must agree in writing that the officer will be automatically terminated forthwith if a violation of any portion of the Last Chance Agreement occurs at any time during its enforcement term.
11. The officer must be advised he/she has the right to seek the counsel of his/her legal or labor representative.

LAST CHANCE AGREEMENT

RE: _____

Whereas, the above referenced individual is guilty of violating the departmental drug order on _____, and;

Whereas, the Novi Police Department will conditionally reinstate _____ to rank of _____, provided the officer is found by medical examination to be capable of performing all the duties of the classification as determined by the Novi Police Department and subject to the following terms and conditions being met and maintained;

Now, therefore, it is agreed that:

1. Officer must sign a form releasing any and all information to management as may requested.
2. Officer must successfully complete a rehabilitation program as prescribed by an authorized rehabilitation source.
3. Officer must pass a medical examination administered by a medical facility designated by the Chief of Police prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.
4. Officer may be allowed to use sick time and may apply for a medical leave of absence if required, while undergoing rehabilitation.

5. Upon clearance by the medical facility designated by the Chief of Police, the officer shall be returned to the Police Department at the rank of _____.
6. Once returned to duty, the officer will present himself/herself to the department approved substance abuse rehabilitation center for evaluation, and agree to, as well as follow any and all directives given him/her by the three (3) years. Officer _____ agrees to sign appropriate forms releasing information to the Police Department as may be requested. Failure to follow the program directives are grounds for discharge, subject to review pursuant to the collective bargaining agreement of only the discharge for failure to follow program directives.
7. Once authorized to return to duty, Officer _____ shall submit to controlled substance testing at the discretion of the Chief of Police. If any such test shows a positive result for the presence of a controlled substance, Officer _____ will be discharged from employment with the City of Novi, subject to review pursuant to the collective bargaining agreement of only the discharge for a positive test result hereunder.
8. Officer _____ will be credited with seniority, for promotional purposes, for time separated from the police department between _____ and the date of return to duty. No other wage is due or owing, and Officer _____ waives any claim thereto.
9. The association shall withdraw with prejudice the grievance # _____ and shall release and discharge the employer from any and all claims relating thereto. The employer shall release and discharge the union and officer from any and all claims relating thereto. Officer _____ shall release and discharge the association and the employer from any and all claims relating to grievance # _____, including but not limited to the processing and arbitration of this grievance. Further, Officer _____ releases the City and the Association from all liability and claims he/she may have had or now has with respect to his/her employment with the City of Novi whether such claims or liability arise under Federal or State statute, constitutional provisions, principles of common law, or under collective bargaining agreement between the City of Novi and the _____ Association.
10. All parties had the opportunity to consult legal counsel and have carefully and completely read and understood all the terms of his/her settlement agreement. This settlement agreement is freely and voluntarily entered into by all parties without any duress or coercion.

11. The parties agree that this agreement is entered into as a full and final settlement of the above referenced matter, and is to have no precedential value. Furthermore, the actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim or litigation.

12. In the event the officer grieves and attempts to process to arbitration any discipline imposed as a condition of this Last Chance Agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the police department.

DATED THIS _____ DAY OF _____, 200__

OFFICER

DIVISIONAL INSPECTOR

LABOR ASSOCIATION
REPRESENTATIVE

CHIEF OF POLICE