

AGREEMENT

BETWEEN

THE CITY OF NOVI

AND

**NOVI PROFESSIONAL FIRE FIGHTERS UNION
LOCAL 3232**

JULY 1, 20~~22~~¹⁸ - JUNE 30, 202~~6~~²

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, Effective July 10, 2023, entered into between the City of Novi "City" and the Novi Professional Fire Fighters Union (NPFFU), Local 3232 of the International Association of Fire Fighters (IAFF), AFL-CIO, hereinafter called the Union, effective February 11, 2019, entered into between the City of Novi, Michigan, a municipal corporation, hereinafter called the "City", and Local No. 3232 of the Novi Professional Fire Fighters Union, AFL-CIO, hereinafter called the "Union".

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

ARTICLE 1 PURPOSE

The parties hereto have entered into this agreement pursuant to the authority of Act 379 of the Public Acts of 1965, as amended, to incorporate understandings previously reached and other matters into a formal contract; to promote harmonious relations between the City and the Union in the best interests of the community; to improve the public firefighting service; and to provide an orderly and equitable means of resolving future differences between the parties.

ARTICLE 2 COVERAGE

The City recognizes the Union as the sole and exclusive collective bargaining representative of all full-time employees of the Fire Department, excluding the Fire Chief, Assistant Fire Chief, Director of Public Safety, Director of Emergency Services and Fire Operations, and civilian employees. This Agreement shall be applicable to all Fire Employees in the appropriate bargaining unit.

ARTICLE 3 DUES AND DEDUCTIONS

The City agrees to deduct dues of the Union upon signed authorization of any member of the bargaining unit. The aggregate deduction of all employees shall be remitted together with an itemized statement to the Treasurer of the Union by the 15th of the succeeding month after such deductions are made. The City shall not be liable to the Union or to the Employees by reason of any error or neglect involving the improper deduction or of failure to deduct Union dues in accordance with this contract and the

Union agrees to hold the City harmless from all liability to which the City may be put by reason of its voluntary agreement to deduct membership dues.

Any employee who is not a Union member and who does not make application for membership shall, as a condition of employment, pay to the Union a monthly service charge in an amount equal to the monthly dues uniformly applied to members as a contribution toward the administration of this Agreement.

ARTICLE 4 UNION ACTIVITIES

Section 1. General

Employees and their Union representatives shall have the right to join the Union, to engage in lawful concerted activities for the purposes of the collective negotiation or bargaining, in accordance with Act 379 of the Public Acts of 1965, as amend, all free from any and all illegal restraint, interference, coercion, discrimination or reprisal.

Section 2. Release Time for Union Business

Officers and representatives of the Union shall be afforded reasonable time during regular working hours without loss of pay to fulfill their Union responsibilities, including negotiations with the City, processing of grievances, and administration and enforcement of the Agreement (not to exceed two employees at a time) upon the approval of the Director of Public Safety or his/her designee. It is understood that approval will not be arbitrarily withheld and all reasonable requests shall be granted.

Officers and representatives of the Union shall include its President, Vice President, Secretary, ~~and Treasurer~~ and Sgt at Arms (the Executive Board) or their designated alternates.

The Union shall advise the City in writing as to its officers and shall report any changes promptly.

Section 3. Bulletin Boards

The Union shall be provided with suitable bulletin boards at each fire station for the posting of Union notices and other materials. All posted materials must be approved and signed by a Union officer.

Section 4. Meetings

The Union may schedule meetings on Fire Department property, insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the department, subject to the approval of the Director of Public Safety or his/her designee which approval shall not be arbitrarily or unreasonably withheld.

Section 5. Union Leave of Absence

The City shall give reasonable time off up to sixty (60) total working hours for the

Executive Board per contract year to employees designated by the Union to attend a labor convention, seminar, or school, provided seventy-two (72) hours written notice is given to the City by the Union, specifying length of time off for Union activities. It is understood that approval will not be arbitrarily withheld and all reasonable requests shall be granted provided there shall be no disruption of Fire Department operations due to lack of employees.

ARTICLE 5 MANAGEMENT RIGHTS

Section 1.

The City Council on its own behalf and on the 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 the employees;
- J. to establish the methods of departmental operation.

- K. to determine lunch, rest periods, and cleanup times, the starting and quitting times;
- L. to subcontract or purchase the construction of new facilities or the improvement of existing facilities;
- M. to subcontract or purchase any work processes or services in line with past practices;
- N. to establish training for the purpose of maintaining or improving professional skills of employees.

Section 2.

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

Section 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 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.

**ARTICLE 6
DISCIPLINE**

Section 1.

The City shall retain the sole right to establish, change, amend, and enforce rules for employees to follow, the right to warn, reprimand, lay off, discharge, demote, or transfer any and all employees who violate these rules.

Section 2.

The City may discharge or discipline any seniority employee only for just cause. Probationary employees may be discharged for any reason. It shall be the policy of the City that disciplinary action will follow the principle of being both corrective and progressive in nature.

Section 3.

Cause for disciplinary action shall include, but is not limited to: failure to observe rules of conduct established by the City; inefficiency or inability to perform assigned duties.

Section 4.

Any employee who has been disciplined by suspension or discharge may request the presence of a Union representative to discuss the matter with the employee and the City representative, as long as the circumstances permit prompt and orderly

conversation on the matter. The Union representative will be called promptly, if available. The Director of Public Safety or his/her designee may make emergency discharges and reduce the charges in writing within 24 hours.

Section 5.

It is important that complaints regarding discipline be handled promptly, and if a hearing is desired, the Union or the employee shall file an appeal with the Director of Public Safety or his/her designee, within five (5) business days after such discharge or discipline is first imposed. The hearing will be held within five (5) business days after the filing of the complaint. Union representation at the hearing will be the same as indicated in Step 1 of the Grievance Procedure. In addition, the disciplined employee has the right to be present.

Section 6.

Any employee aggrieved by removal, discharge, suspension, or reduction in rank of pay may seek relief through to Grievance Procedure outlined in Article 7 of this Agreement by going immediately to Step 3.

Section 7.

All grievance involving discipline, with the exception of grievances involving a discharge, suspension, removal or reduction in rank or pay, shall follow the normal Grievance Procedure outlined in Article 7 of this Agreement.

Section 8.

After a two-year period following the insertion of a letter of reprimand in the personnel files of the member, he/she may ask that a review be made by the Fire Chief or his/her designee, and unless there is substantial reason otherwise, the letter be removed and the record of it expunged. City Manager or his representative, and unless there is substantial reason otherwise, the letter be removed and the record of it expunged.

Section 9.

The City shall make all recordings of disciplinary hearings available to the Union within two (2) business days.

ARTICLE 7 GRIEVANCE PROCEDURE

Section 1.

A grievance is defined as an alleged violation of a specific article and section of the Agreement. No dispute or controversy shall be adjusted under this procedure unless it shall be a true grievance as defined above. The City and Union shall make every effort to settle the dispute in an amicable manner. A business day shall be defined as a normal day of business at the City Administration building.

Section 2.

Grievances must be taken up promptly, and no grievance will be considered or

discussed which is presented later than ten (10) business days after grievant's knowledge of the alleged grievance. Should any grievance arise, there shall be an earnest effort on the part of both parties to settle such grievance promptly through the following steps:

Step 1. By informal conference between the aggrieved employee, a Union representative, or both, and the Director of Public Safety or his/her designee. If not resolved, it shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided by the Union within ten (10) business days of the alleged grievance.

Step 2. Upon receipt of the written grievance, the Director of Public Safety or his/her designee shall respond to the grievance in writing or resolve the grievance and render his written disposition of said grievance.

Step 3. If the Union is not satisfied with the disposition of the grievance or if no disposition has been made by the Director of Public Safety or his/her designee within seven (7) business days, the grievance may be appealed in writing to the City Manager or his/her representative. Upon receipt of the written grievance, a conference between Union Representatives and the City representatives shall meet to review the matter. The employer shall render a decision within seven (7) business days after the conference.

Step 4. If either party is not satisfied with the disposition of the grievance at the Step 3 level, either party may, within ten (10) business days of the date of the written disposition or the date on which said disposition was due, whichever is the earliest, invoke arbitration by sending to the other party written notice of the intention to arbitrate the grievance.

Section 3.

The arbitration proceedings shall be conducted by an arbitrator picked from a list consisting of five names determined by the Union and the City.

If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association or the FMCS, in accordance with its rules and regulations. Notice to the American Arbitration or the FMCS shall be within fifteen (15) 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. The expenses for the arbitrator's services shall be paid equally by both parties.

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

ARTICLE 8 SAFETY CLAUSE

Section 1.

The Department shall establish an Occupational Safety and Health Committee. The purpose of the committee shall be to develop recommendations, and review matters pertaining to occupational safety and health within the Fire Department with the understanding that the City has the ultimate responsibility and shall make the final determination on all matters of safety and safety regulations. No employee shall be penalized for reporting unsafe conditions. A member from this bargaining unit, appointed by the bargaining unit, shall be a member of this committee along with non-union personnel including persons not affiliated with the Fire Department.

Section 2.

The City will assure no department emergency vehicle (Apparatus-Tower, Ladder, Engines excluded) will be driven in excess of one hundred thousand (100,000) miles. However, the parties recognize that advances in technology and durability may cause this guideline to change. All emergency apparatus will undergo an annual DOT inspection by a certified vendor. City will maintain emergency vehicles and equipment in accordance with the National Fire Protection Association (NFPA 1911) Standards based upon year and edition of vehicle (Apparatus-Tower, Ladder, Engines).
~~No department emergency vehicle will be driven in excess of one hundred thousand (100,000) miles. All emergency apparatus will undergo an annual DOT inspection by a certified vendor.~~

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Section 3.

In an effort to promote general health and safety, employees are encouraged to undergo an annual physical ability test conducted through the Fire Chief or his/her designee. Any eligible employee will receive a \$100 bonus for passing the annual physical ability test.

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ARTICLE 9 SENIORITY

Section 1.

A new employee in the bargaining unit may acquire seniority after working twelve (12) continuous months in which event the employee's seniority will date back to the date of hire. In the event that two (2) or more employees of the same rank have the same date of hire, then seniority shall be determined by the date of the application for employment, the one with the earliest date of application having the greater seniority. There shall be no seniority among probationary employees.

Section 2.

All external hires into this unit shall work their first pay period in an onboarding capacity with a Department designated mentor. The Union and the City agree, upon a comprehensive administrative onboarding checklist, to acclimate the new employee into the Fire Department

Section 3.

An employee 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 two or more consecutive working days without notifying his/her supervisor or the Director of Public Safety or his/her designee. In case of emergency, exceptions may be made by the City.
- D. He/She does not return to work from sick leave or leaves of absence within two (2) days of the end of the leave.
- E. He/She does not return to work by the end of the 18th month of long term disability leave from the City.
- F. Retirement or regular service retirement.

Section 4.

An employee 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 with limits as defined in Article 17. Seniority shall not be earned for time spent on leave of absence without pay.

Section 5.

In the event of a layoff, an employee so laid off shall be given one week's notice of recall to work, mailed to his last known address by certified mail. In the event the employee fails to make himself/herself available for work at the end of one week, he shall lose all seniority right under this Agreement. The City shall have the right to make exceptions. Layoff and recall shall be done by seniority; least senior laid off first and most senior recalled first.

Section 6.

An employee who is promoted from the bargaining unit 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.

Section 7.

The Union shall represent probationary employees for the purpose 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.

ARTICLE 10 PROMOTIONS

In the event there is a promotional opportunity, the employer will establish an eligibility list for that position. The eligibility list will remain in effect for two (2) years. The employer will appoint the individual who is the top composite score on the eligibility list. After each appointment a new designation of the top on the eligibility list will be made.

- 1) The preparation of an eligibility roster will be announced as follows:
 - a) The Director of Public Safety will announce the promotional opportunity and all interested candidates will have ten (10) business days to submit their written intent to participate.
 - b) To the extent possible, the Director of Public Safety will furnish a bibliography and outline covering the contents of the written examination.

~~c) Competitive Examination: Those employees with a minimum of four (4) years of full time service will be eligible to participate in the competitive examinations, provided the employee submits an intent to participate as outlined above.~~

c) Competitive Examination:

i. Those current employees with a minimum of four (4) years of consecutive full-time service with Novi Fire Department will be eligible to participate in the competitive examinations, provided the employee submits an intent to participate as outlined above.

ii. In the event that no current employees that meet the minimum of four years of service as an FPO submit an intent to participate in the promotion by the posted deadline, then the City will allow any qualified FPO who has successfully completed their one (1) year probationary period and also has a minimum of three (3) years of full-time service as a firefighter to be eligible to apply. Only internal employees with the rank of Fire Lieutenant can be promoted to Captain.

iii. If after two (2) failed written tests attempts (per testing opportunity, not per person), the City may

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repost the position for external candidates.

2)

~~The competitive~~ The competitive elements of the examination will consist of a written examination, department evaluation and an oral examination (in this order).

- a) A candidate must achieve a minimum score of 70% on the written examination in order to proceed to the next step of the promotional process.
- 3) Candidates will be ranked on the basis of a composite score computed as follows:
 - a) The percentage attained on the written examination multiplied by forty percent (40%).
 - b) The Percentage attained on the oral examination multiplied by thirty percent (30%).
 - c) The percentage attained on the departmental evaluation multiplied by thirty percent (30%).
- 4) All individuals promoted to a new rank shall serve a one (1) year probationary period.

ARTICLE 11 HOURS OF WORK

Section 1.

The normal work period for all employees covered by this contract is twenty eight (28) days. The City reserves the right to schedule the work day, work week and meal time. The schedule shall be at the discretion of the Public Safety Director or his/her designee.

Section 2.

The work day for Fire Protection Officers shall consist of twelve (12) hours scheduled between the hours of 6:00 am and 6:00 pm, Monday through Friday. The work week shall be forty eight (48) hours.

Section 3.

The work day for Fire Supervisors (Lieutenant and Captain) shall consist of twelve (12) hours scheduled between the hours of 0600 and 1800 or 1800 and 0600 Sunday through Saturday. The bi-weekly pay period shall be eighty-four (84) hours.

Section 4.

The Training Officer and Fire Marshall shall work a forty (40) hour work week scheduled at the discretion of the Public Safety Director or his/her designee.

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Section 5.

The City shall reserve the right to schedule meal time. Employees will remain available for emergency responses during the allowed meal time and may complete their meal time upon return to the station. Forty (40) hour employees shall receive a thirty (30) minute paid meal time.

Section 6.

The Article shall in no way be construed as a guarantee by the City of any amount of work in any period of time or a limitation on the City's right to schedule work in excess of the normal work day or work week.

Section 7.

Subject to department staffing requirements, employees shall be permitted to trade voluntarily work or leave days subject to advance approval of the Public Safety Director or his/her designee.

Section 8.

Employees shall be permitted rest time between 0100 and 0300 daily, for a period not to exceed one (1) hour, not to be combined with lunch break. If employees are responding to calls during the permitted rest time provided above, they shall be permitted to take the one (1) hour rest period when they return from the call(s) later in their shift. Employees on rest time will be available to respond to any and all calls for service.

Section 9. Flex Time

i. Employees will be able to choose either Flex time or Overtime for training days of 8 hours or more, including drive time, or authorized activity as approved by the Fire Chief or his/her designee. Flex time must occur in the same pay period.

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ARTICLE 12 SALARY AND WAGES

Section 1.

Employees shall be compensated in accordance with the wage schedule attached to this agreement and shall be considered a part of this Agreement. Effective August 7, 2015 members of this bargaining unit will transition to the City's current payroll schedule. Employees shall be paid on July 17, 2015, which shall be their last pay on the old payroll schedule. Employees shall be paid on August 7th and bi-weekly thereafter.

Section 2.

~~Effective February 11, 2019, bargaining unit members shall receive a \$2,500 salary adjustment, and a 2.5% wage increase. On July 1, 2019, all members of the bargaining unit shall receive a 2.5% wage adjustment. Effective January 1, 2020, all bargaining~~

~~unit members shall receive a \$1,500 salary adjustment. Effective July 1, 2020, all bargaining unit members shall receive a 2.5% wage increase. Effective July 1, 2021, all bargaining unit members shall receive a 2.5% wage increase. Effective upon ratification/settlement bargaining unit members shall receive a 4% wage increase. Effective upon ratification/settlement bargaining unit members shall receive a \$1,000 wage adjustment and a 3% wage increase. In lieu of retro pay, upon ratification/settlement of arbitration a one-time lump sum payment of \$2,000 not on base, to be paid within 30 days. Effective July 1, 2024 bargaining unit members shall receive a 3% wage adjustment and a \$750 wage adjustment. Effective July 1, 2025 bargaining unit members shall receive a 3% wage increase.~~

Section 3.

Employees working any hours between 1800 to 0600 will receive a shift premium of fifty cents (\$.50) per hour.

Section 4.

New employees ~~or newly promoted employees~~ will start at the beginning step shown in the range for the class. Advancement to the next step in the range assigned to will be at increments of twelve (12) months.

- i. ~~Newly promoted employees will be paid at the promoted classification at the 1 year pay rate.~~

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Section 5.

An employee who works in a higher classification for a period of one hour or more in duration will be paid the higher rate for all time worked in that higher classification at the entry level rate for that classification. Selection for this assignment will be based on seniority.

Section 6. Qualifications necessary to serve as Acting Fire Marshal.

~~In order to be provided the opportunity to serve as the acting Fire Marshall in his/her absence, an FPO must possess NFPA Inspector I and II and Plans Examiner. For those employees who have successfully completed the above training (NFPA Inspector I and II and Plans Examiner) it shall be the responsibility of said employee to maintain such certifications. The City will incur the cost of providing continuing education for the maintenance of these certifications as approved by the Director of Public Safety or his/her designee.~~

~~In order to be provided the opportunity to serve as the acting Fire Marshall in his/her absence, an FPO must possess NFPA Inspector I or II, and Plans Examiner. Acting Fire Marshal duties will be assigned based upon seniority and on a rotating basis for employees that have completed the above training. For those employees who have successfully completed the above training (NFPA Inspector I or II and Plans Examiner) it shall be the responsibility of said employee to maintain such certification. The City will~~

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incur the cost of providing continuing education for the maintenance of these certifications as approved by the Director of Public Safety or his/her designee.

Section 7.

The City may provide, at its discretion, the opportunity for NFPA Inspector I and II and Plans Examiner training to employees. Employees may sign up for such training if interested. There is no guarantee that all those who sign up will receive said training. Opportunities will be based upon availability, scheduling and Department staffing.

Section 8. Assisting the Fire Marshal.

At the discretion of the Public Safety Director or his/her designee, a Fire Protection Officer may be called upon to assist the Fire Marshal. There is no guarantee of an assignment or once in the assignment the duration of such assignment. The process for selecting an employee to complete this assignment will be as follows: employee must be qualified and have all required training (NFPA Inspector I and II and Plans Examiner) picked based upon seniority. All hours worked will be paid at the first year start rate of pay of Fire Marshal.

An employee on Restricted Assignment may be assigned to assist the Fire Marshal, however, if the employee is not able to complete the additional assignment of plan reviews and related meetings, that employee shall not be eligible for Fire Marshal step up pay. If, however, an employee on Restricted Assignment is fully capable of performing all duties of the Fire Marshal and is selected for the assignment, they may then be placed in that assignment and thus would be eligible to receive Fire Marshal first year pay.

Section 9.

If a temporary vacancy occurs in the rank of shift supervisor, backfilling shall be based first upon department need and then at the discretion of the Public Safety Director or his/her designee as follows: the position shall be offered, on a temporary basis, to the next Fire Captain based upon seniority (time and grade) and availability. If not accepted the temporary assignment may then be offered to the Fire Lieutenant based upon seniority (time and grade) and availability. If not accepted the temporary assignment may then be offered to, based first on qualifications and then on seniority, a Fire Protection Officer. No employee may work more than eighteen (18) hours continuously.

Section 10. Qualifications necessary to fill in for the position of Lieutenant.

In order to be provided the opportunity to serve as the acting Fire Lieutenant, an FPO must possess, at a minimum, Fire Officer I, II, and III. The City may provide, at its discretion, the opportunity for this training to employees. Employees may sign up for such training if interested. There is no guarantee that employees who sign up will receive said training. Opportunities will be based upon availability, scheduling and Department staffing.

Section 11.

All employees hired by the City as Fire personnel must, at the time of hire, possess an Emergency Medical Technician (EMT) license which must also be maintained by the employee. Effective the date of signing of this Agreement, those individuals who are licensed to work as EMT's will receive reimbursement in the amount of \$200 paid annually the first pay in October for expenses entailed in the procurement and retention of their Basic EMT certification and license.

Section 12.

Training Officer shall be the rank of Captain at the Captain's salary classification.

Section 13.

A Lieutenant's one (1) year rate of pay shall be nine percent (9%) higher than that of a four (4) years Fire Protection Officer. A Captain's one (1) year rate of pay shall be eighteen percent (18%) higher than that of a four (4) year Fire Protection Officer.

Section 14.

The supervisor responsible for apparatus maintenance will be paid an annual stipend of \$1,000 for mechanics and maintenance pay. The stipend will be in four payments quarterly and each will fall on the first pay of each quarter.

**ARTICLE 13
OVERTIME**

Section 1.

If a forty-eight (48) hour employee is required by his/her supervisor to work longer than twelve (12) hours on any regular working day, or forty-eight (48) hours in any one week, he/she will be compensated at an hourly rate equal to one and one-half (1½) times his hourly rate. If a forty (40) hour employee is required to work more than forty (40) hours in one week, he/she shall be compensated at an hourly rate equal to one and one-half (1½) times his/her hourly rate for all hours worked over forty (40). If a forty-two (42) hour employee is required to work more than eighty-four (84) hours in a two (2) week period, or twelve (12) hours in any regular working day, he/she shall be compensated at an hourly rate equal to one and one-half (1½) times his/her hourly rate for all hours worked over twelve (12). In the event an employee is called back to work by the Department, he/she will be guaranteed a minimum of three (3) hours overtime pay. If an employee receives overtime on a holiday, he/she will be paid at a rate of two (2) times his/her hourly rate.

Section 2.

The City reserves the right to order employees to work overtime when they deem it necessary.

ARTICLE 14 GENERAL

Section 1.

The Union agrees to refrain from violating Section 1 and 2 of P.E.R.A. The City agrees that it will not lock out any employees.

Section 2.

The employer shall provide pay periods every two weeks. Payments shall be made on Friday. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

Section 3.

All employees hired after July 1, 1990, as a condition of employment, be residents and reside within the area which is within forty (40) miles from any corporate limit of the City of Novi, Michigan.

Section 4.

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

Section 5.

- A. The City shall provide at its own expense such legal assistance as shall be required or needed by an Employee as the result of acts occurring when and while said Employee was in good faith performance of his/her duties and responsibilities. If, for any reason, such legal assistance is denied, then the City shall submit a written report to the affected Employee and the Union setting forth the specifications for such denial, which denial and reasons may be the subject of a grievance.
- B. The City shall further keep in effect and maintain professional liability policy insuring each employee in the amount of not less than one million (1,000,000) dollars for any claim, suit and/or judgements against the employee and occasioned by his/her 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 judgements rendered against the Employee which arise out of his/her employment.

Section 6.

- A. It is agreed that sufficient personnel be maintained on duty and available for response to alarms. The department will make an attempt to maintain a minimum of eight (8) FPO's per shift, not to include Supervisors. In the event that a substitute FPO is not available for work, part-time personnel will be contacted for duty. Minimum manning for each in service engine or squad shall be two (2) Fire Fighters. If minimum staffing falls below eight (8) FPO's and there is more

than three hours left to a shift, the department will call in an FPO.

- B. If sufficient personnel from the bargaining unit are not available to fill in such staffing shortages personnel from the part-time unit may be used to fill such staffing requirements. Personnel used from the part-time unit for staffing requirements must meet the following requirements.

1. State of Michigan Firefighter II certified
2. State of Michigan E.M.T. licensed
3. A.E.D. certified (for a period of no less than 90 days)
4. State of Michigan Emergency Vehicles Certification
5. Qualified to drive department Engines, Rescues, and Squads
6. Approval by the Director of Public Safety or his/her designee

- C. The full-time Captain or full-time acting Supervisor shall be in charge of the shift and shall make the appropriate daily station duty assignments.

D. It is hereby agreed that the The City shall have the right to create and maintain an Auxiliary program. Auxiliary employees may be used to supplement the full-time firefighters. However, at no time shall the number of Auxiliary firefighters outnumber the number of full-time firefighters on duty per station, nor shall any auxiliary, part-time, or paid-on-call personnel have any command authority over any full-time employee at any time.

D. E. All qualified personnel, whether full-time or part-time, shall be toned out for the "all-call" and may respond.

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ARTICLE 15 DUTY DISABILITY - DUTY DISABILITY LEAVE

Section 1.

A "Duty Disability" leave shall mean a leave required as a result of an employee incurring a compensable illness and/or injury covered by Michigan Workers' Compensation Act while in the employ of the City.

Section 2.

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 3.

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 4.

If an employee suffers a duty disability and it is ascertained that the nature of the injury

or illness is such that the employee will be unable to return to work, such employee will be retired under the City's retirement system.

Section 5.

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

Section 6.

When absence results from a "Duty Disability", the benefits provided in this Article will terminate at the start of worker's compensation payment, thereafter, a seniority employee who is disabled and unable to work because of a duty disability, shall be entitled to receive ninety-five (95%) percent of the employee's regular pay (gross pay minus required deductions), including sums received by way of weekly benefits under the worker's compensation law, any other disability benefits provided by law, any disability insurance provided for by this Agreement, and any social security benefits. The City will pay the difference, if any, between all such payments and ninety-five (95%) percent of the employee's regular pay (gross pay minus required deductions) for the period of the employee's disability, but not to exceed twelve (12) months from the date of injury or illness.

**ARTICLE 16
COMBINED TIME OFF**

Section 1.

Combined time off (CTO) program will combine all vacation, personal and sick days into a single benefit bank for compensation during time away from work. Time off shall be granted in the calendar year beginning on January 1st annually.

Section 2.

Employees working the forty-eight (48) hour schedule shall be granted combined time off in the calendar year in accordance with the following schedule:

0 - 4 years of service = ~~29~~2 days per year (264 hours)

5 - 9 years of service = ~~25~~6 days per year (312 hours)

10 - 15 years of service = ~~30~~1 days per year (372 hours)

16 ~~+~~ years of service = a maximum of 314 days per year (408 hours)

~~17 years of service = 32 days per year~~

~~18+ years of service = maximum of 33 days per year~~

Employees working the forty-two (42) hour schedule shall be granted combined time off in the calendar year in accordance with the following schedule:

5 - 9 years of service = ~~20~~5 days (~~240~~300 hours) per year

10+ — ~~15~~ years of service = a maximum of 25~~30~~ days (~~30~~60 hours) per year

~~16 years of service = 26 days (312 hours) per year~~

~~17 years of service = 27 days (324 hours) per year~~

~~18 + years of service = maximum of 28 days (336 hours) per year~~

Employees working the forty (40) hour schedule shall be granted combined time off in the calendar year in accordance with the following schedule:

5 - 9 years of service = ~~27~~8 days (~~21~~624 hours) per year

10 - 15 years of service = ~~32~~3 days (~~25~~64 hours) per year

16+ years of service = a maximum of 36 days 3-days (~~26~~488 hours) per year

~~17 years of service = 34 days (272 hours) per year~~

~~18+ = 35 days (280 hours) per year~~

Difference between new accruals credited on January 1, 2023 and new accruals for 40, 42, 48 hour employees to be credited within 30 days.

Section 3.

CTO will be subject to departmental approval. Annual CTO picks will be requested in January and picked by seniority. FPO's and Supervisors shall have separate CTO schedules. The department shall allow three (3) FPOs on scheduled CTO per day. CTO may be taken in quarter day increments. Emergency CTO (ECTO) will be defined as a member calling off with less than three (3) hours' notice. Excessive ECTO days (more than three per quarter) may result in departmental investigation and requests for documentation. Evidence of abuse of ECTO may be grounds for disciplinary action.

Section 4.

Employees are encouraged to take CTO. New employee's CTO time will be pro-rated. The maximum carryover will be ten (10) days. The maximum payout will be five (5) days at full pay. The payout of CTO time shall be made only on the last pay of July or the first pay in December. In the event of a voluntary separation (i.e. not discharged for cause), an employee shall be paid out for their CTO balance, up to 300 hours. Employment will not be extended with the use of CTO days (i.e. employee may not remain on payroll using CTO in accordance with the City's Selection and Separation Policy).

Section 5.

Members on Restricted Assignment will count against the total number of member's on-duty taking CTO and including trades. A member on restricted duty that needs to use CTO for a follow-up doctor's visit, testing or therapy appointment will be permitted to take CTO if three (3) members are already on CTO subject to departmental approval.

**ARTICLE 17
OTHER LEAVE**

Section 1.

Any employee required to serve on jury duty will suffer no loss of pay but will be paid the difference between jury pay and his regular pay. An employee required to make a duty-connected appearance on off-duty days shall be paid at the rate of one and one-half times regular rate with a three (3) hour minimum

Section 2.

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 3.

- A. Employees inducted into the Armed Services of the United States, under the provisions of the Selective Service Act, shall be entitled to a leave of absence, without pay or other benefits, for a period of service required by such original induction. Upon their honorable discharge, and if physically fit to perform the duties of the position of which they held prior to entering the military service, such employees shall be reinstated to their former positions or one comparable to it, providing that they make formal application for reinstatement within ninety (90) days after the date of military service discharge.
- B. A regular employee, who enters the Armed Forces and meets the foregoing requirements, will have seniority equal to the time spent in the Armed Forces plus previous employment time in the department. A probationary employee, who enters the Armed Forces and meets the foregoing requirements, must complete his probationary period and upon completing it, will have seniority equal to the time he spent in the Armed Forces, plus twelve (12) months.
- C. The City, in its sole discretion, and upon such terms it deems just, may grant an employee a leave of absence, for a period not to exceed one (1) year. Any leave granted under this provision shall be without pay and without benefits, and the employee shall not accumulate seniority during such a leave. Application for such leave must be made in writing to the Human Resources Director. Such

leaves will be determined by the needs of the department.

- D. Except as hereinbefore provided, the re-employment rights of employees and probationary employees will be limited to applicable laws and regulations.

Section 3.

Each employee covered under this Agreement shall receive thirteen (13~~4~~) paid holidays:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Good Friday	Christmas Eve (Dec. 24th)
Memorial Day	Christmas Day
Fourth of July	New Year's Eve Day (Dec. 31st)
Labor Day	<u>Juneteenth (effective 2024)</u>

Every effort will be made to allow an employee to be off duty for the holiday. Only employees assigned to work a holiday by the City will have the right to work the holiday.

An employee must work or be on approved paid leave the work day before a holiday and the succeeding work day after the holiday in order to receive the holiday pay. Holiday pay will be paid in the succeeding pay after the holiday.

A. 40 Hour employees:

1. Normally shall not be scheduled to work above stated holidays and shall receive their base rate of pay.
2. If an employee is required to work a holiday he/she will be paid double time plus his/her base rate of pay.

B. 42/48 Hour employees:

1. In the event that an employee is not scheduled to work a holiday he/she will receive his/her base rate of pay plus eight (8) hours holiday pay.
2. If an employee is scheduled to work a holiday he/she will be paid double time plus eight (8) hours at his/her base rate of pay.

ARTICLE 18 INSURANCE

Section 1. Hospitalization

City will provide health care and hospitalization to employees of this bargaining group and their 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 same and avoid penalties. The City may reopen the Collective Bargaining Agreement to address the Patient Protection and Affordable Care Act issues. The city reserves the right to change carriers so long as the level of benefit provided is equivalent to or better than benefits provided as of the date of this contract.

The City will provide as much advance notice as possible of impending changes and if at the request of the union, shall meet and discuss potential changes, if any.

Effective July 1, 2012 all bargaining unit members will contribute 20% of their monthly total health care premium including prescription drugs, by way of once per month payroll deductions on a pre-tax basis. These deductions will be made the first pay period of each month. This cost sharing change is in compliance with P.A. 152.

Effective February 11, 2019, the City will no longer offer Blue Cross / Blue Shield Community Blue 2.

i. Effective upon City Council ratification, employees who are enrolled in the Health Alliance Plan (HAP) shall pay 15% of the monthly premium, paid through payroll deduction on the first and second pay of the month. Should the City lower the monthly premium of the Health Alliance Plan (HAP) below 15% for any other unit within the City, employees within the IAFF shall also receive the reduced monthly premium. All other language in this Article and Section shall remain status quo unless identified herein.

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Section 2. Dental

The City shall provide at no cost to each employee and his/her dependents Delta Dental Plan Class I Benefits (75%) and Class II (50%). Each member will be entitled to up to one thousand dollars (\$1,000) per calendar year.

Section 3. Orthodontic

The City shall offer to its employees orthodontic coverage for dependents to age 19 with a lifetime cap of one thousand five hundred dollars (\$1,500) per dependent.

Section 4. Optical

The City shall provide group optical insurance coverage as provided under the Blue Cross-Blue Shield coverage or better. The premiums will be at no cost to employee and his/her dependents.

Section 5. Life Insurance

The City shall provide life and accidental death and dismemberment insurance in the face amount of ~~one hundred seventy-five~~ thousand (\$~~75~~100,000) dollars for each employee in the bargaining unit. Pursuant to IRS regulations the amount in excess of fifty thousand (\$50,000) shall be taxed accordingly to IRS provisions.

Section 6. Disability Insurance

A short term sick policy will commence after the use of one week of CTO time (40 hours, 42 hours, or 48 hours depending on employee's shift) for the disability period. The policy will pay seventy-five percent (75%) of gross pay for the first sixty (60) days, and sixty-six percent (66%) for the remaining approved disability, up to a maximum of twenty-six (26) weeks. After six (6) months, the long term disability policy will take effect. The employee will continue to receive his/her holiday pay, longevity pay, and insurance opt-out pay while receiving short term disability insurance.

The City shall provide long term disability insurance which will pay sixty percent (60%) of an employee's base salary for a period not to exceed five (5) years. Such coverage shall become effective after a period of six (6) months of continuous disability. The employee will not accrue seniority on long term disability.

- a. An employee on long term disability shall continue to be eligible for medical benefits for a period of twelve (12) months from the effective date of the long term disability coverage.

~~b. An employee unable to return to work within eighteen (18) months from the effective date of the long term disability coverage shall be terminated from the employment of the City.~~

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Section 67. Carriers

The City will continue to have the right to select the carrier, and/or to become self-insured, provided that the coverage shall be identical or better than present coverage. The Union shall have a right to reject the new carrier after the first year if services are deemed unsatisfactory and request return to previous carrier(s). It is further agreed that the only liability assumed under this Article is to pay the premiums as provided herein. Any claim settlement between the employee and the insurance carrier shall not be subject to the grievance procedure.

Section 8. Opt-Out

Employees of this bargaining unit that elect to opt out of City provided health insurance shall receive a monthly opt out payment of \$200.

ARTICLE 19 RETIREMENT

Section 1. Retirement Plan

All full time employees hired prior to June 1, 2009, shall be members of the Michigan Municipal Employees Retirement System and shall be entitled to benefits of Plan B-4, FAC-3, with the F-50 with 25 years of service rider. Employees shall make contributions

from gross earnings to fund the cost for the difference between Plan B-2 and Plan B-4 as determined by the MERS actuaries. All contributions to the F-50 rider shall be fully paid by the City. Effective July, 2015, the total employee contribution will be 6.33% towards the defined benefit plan.

For purposes of computing reportable earnings for final average compensation (FAC), combined overtime hours will be capped at three hundred fifty (350) hours per fiscal year (based on pay records from July 1 to June 30 each fiscal year.)

All employees hired after June 1, 2009, shall be enrolled in a Defined Compensation Plan administered through the Michigan Employees Retirement System. The City shall contribute 10% and the employee shall contribute 6% of the employee's eligible compensation. Employees shall vest in the Defined Compensation Plan based on the following schedule: 25% after 3 years of service, 50% after 5 years of service and 100% after 7 years of service.

- i. Upon ratification City shall contribute 12% into eligible employee's Defined Compensation plan.
- ii. Effective July 1, 2024, City shall contribute 13% into eligible employee's Defined Compensation plan.
- iii. Employee's contribution shall remain at 6% of employee's eligible compensation.

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Section 2. Retiree Insurance

For all employees hired prior to April 1, 2009, upon full retirement or disability retirement as defined by MERS, the City shall provide an eligible employee and his/her spouse the health care insurance benefits that are in effect at the date of retirement.

- A. The sole obligation of the City shall be to provide the benefits upon retirement as defined by contract.
- B. Furthermore, the City reserved the right to change providers within the limitations as described by Article 18, Section 6.
- C. The City agreed to pay 80% of the retiree's medical coverage and the retiree agrees to pay the remaining 20%. Failure to remit the retiree's share of the premium cost in a timely fashion shall be grounds for suspending the above coverage.
- D. To qualify for the medical insurance 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.
- E. All employees who retire after April 1, 2009, shall make retiree health care premium payments by way of electronic direct payment to the City's designated account.

Section 3. Spouse of Retiree

The spouse of a retiree shall have survival rights to the medical coverage, as described above, subject to the following conditions:

- A. The City agrees to pay 80% of the spouse's medical coverage and the spouse agrees to pay the remaining 20%.
- B. In the event that the spouse shall have comparable or better insurance available, the City shall have no obligation to continue coverage. In the event the spouse loses the comparable coverage, the spouse will then become eligible for the coverage from the employer with annual limits as indicated.

Section 4.

Effective January 1, 2011, retirees who reach the age of 65 shall receive health care through Medicare, requiring the retiree (and spouse, if/when eligible) to be enrolled in, and pay for 100% of the premium for Medicare Parts A and B. Secondary coverage will be provided through a supplemental Plan. As set forth in Sub-Section (A) above, the City shall pay 80% and the retiree and spouse if applicable shall pay 20% of the premium for the supplemental plan.

Section 5.

Employees hired on or after June 1, 2009, shall not be eligible for retiree health care benefits. Upon employment with the City, the employee shall be enrolled in a Retiree Health Savings (RHS) Account. Effective February 11, 2019 the City shall contribute seventy-five dollars (\$75) per pay in the employee's RHS Account. ~~Employees shall vest in the RHS Account based on the following schedule: 25% after 3 years of service, 50% after 5 years of service, 100% after 7 years of service.~~

Section 6.

~~Effective upon ratification City shall make contributions to eligible employee's Retiree Health Savings (RHS) account as follows:~~

- ~~• 1-5 years of service - City shall contribute 3% of base wages into employees RHS account~~
- ~~• 6-9 years of service - City shall contribute 5% of base wages into employees RHS account~~
- ~~• 10+ years - City shall contribute 8% of base wages into employees RHS account~~

~~Employees shall vest in the RHS account based on the following schedule: 25% after 3 years of service, 50% after 5 years of service, 100% after 7 years of service.~~

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**ARTICLE 20
LONGEVITY**

Section 1.

Annually on or before the first pay in December the City will pay to eligible employees in addition to base rate of compensation, longevity payment 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.

Seniority for each of the above must be obtained prior to December 1 for payment. Effective July 1, 1999 new hires will not be eligible for this benefit.

**ARTICLE 21
UNIFORMS**

Uniforms will be provided and maintained by the City. An accessory allowance in the amount of \$~~1520~~0.00 shall be included in the employee's second paycheck in January of each year.

Section 1. Safety Equipment

The City shall provide, repair and replace safety equipment for firefighting employees as required by law. Safety equipment shall include, but not be limited to:

Helmet & Face shield	1
Nomex coat	1
Nomex turnout pants	1
Boots	1
Gloves	2

Personal protective equipment shall meet all MIOSHA standards. Employees who are required to wear safety glasses will be reimbursed in an amount not to exceed \$100.00 annually.

**ARTICLE 22
EDUCATION**

Section 1.

An education allowance shall be available to all employees in the amount of \$3,500 per year as established by the City Tuition Reimbursement Policy that is herewith adopted. Classes for fire and emergency medical services licensure will be considered by the Director of Public Safety or his/her designee for approval. All such classes shall be on the employee's own time and shall not be eligible for overtime pay.

Section 2. Training on a Scheduled Workday:

Any training of eight hours or more, including driving time, constitutes a 12-hour day worked and employees will not report to shift before or after the training. Employees attending training less than 8 hours will report to the on-duty supervisor for station assignment for the remaining work hours in their shift. Employees may take CTO in lieu of working the remainder of the shift. If the training is longer in duration than the employees regular shift, the overtime provisions of the Collective Bargaining Agreement will apply.

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**ARTICLE 23
MILEAGE**

Section 1.

The IRS Business Standard Mileage Rate will be utilized for mileage reimbursement.

**ARTICLE 24
MAINTENANCE OF CONDITIONS**

The City shall make no changes that are contrary to the provisions of this Agreement, in wages, hours or conditions of employment. This Agreement shall supersede any rules and regulations governing the Fire Department which are in conflict with the provisions of this Agreement.

**ARTICLE 25
WAIVER**

Section 1.

The parties acknowledge that during 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 the Agreement.

Therefore, the City and 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 they negotiated or signed this Agreement.

Section 2.

In the event that any provisions of this Agreement shall at any time be declared invalid

by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 3.

All terms of this contract shall be effective upon execution of agreement by both parties, with the exception of wages.

**ARTICLE 26
TERMINATION OF AGREEMENT**

Section 1.

This agreement shall be effective the first day of July, 2018 and shall remain in force and effective to and including June 30, 2022. 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 expiration 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 expiration date; this Agreement shall remain in full force and be effective during the period of negotiations.

Section 2.

In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of the Agreement shall remain in full force and effect pending agreement upon a new contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 11th day of February, 2019, by their duly authorized representatives as of the day and year first written.

CITY OF NOVI

LOCAL 3232 OF I.A.F.F.

Robert J. Gatt, Mayor

~~Paul Mullett~~ Michael Olando, President

Cortney Hanson, City Clerk

~~Scott Perry~~, Vice-President

