

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
MICHIGAN EMPLOYMENT RELATIONS COMMISSION
BUREAU OF EMPLOYMENT RELATIONS**

UNION:
Novi Professional Fire Fighters Union
Local 3232

-and-

EMPLOYER:
City of Novi

MERC CASE NO.

SHIFMAN FOURNIER 31600 Telegraph Road, Suite 100 Bingham Farms, MI 48025 (248) 594-8700 Howard L. Shifman (P27040) hshifman@shifmanfournier.com Brandon Fournier (P76968) bfournier@shifmanfournier.com	MICHAEL L. O'HEARON, PLC 40800 Five Mile Rd., Ste. B Plymouth, MI 48170 (734) 437-3073 Michael L. O'Hearon mlhearon@hotmail.com
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STIPULATIONS FOR ACT 312 ARBITRATION

Stipulated Tentative Agreements

The parties have stipulated to the following Tentative Agreements. This submission will be provided to the Arbitrator in the Act 312 proceeding.

1. Contract Term: July 1, 2022 - June 30, 2026
2. Language cleanup on first page of CBA following THIS AGREEMENT should read as follows:
 - i. "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."
3. Article 4 Union Activities
 - o Section 2. Release Time for Union Business
 - i. Second paragraph update.
 - i. Officers and representatives of the Union shall include its President, Vice President, Secretary, Treasurer and Sgt at Arms (the Executive Board) or their designated alternates.
4. Article 6
 - o Section 8,
 - i. 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 designee, and unless there is substantial reason otherwise, the letter be removed and the record of it expunged.
5. Article 8 Safety Clause
 - o Section 2
 - i. 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).
 - o Section 3
 - i. 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.

6. Article 10 Promotions and New Hires

o 1) 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 repost the position for external candidates.

7. Article 11 Hours of Work

o 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.

8. Article 12

o Section 4.

- ii. Newly promoted employees will be paid at the promoted classification at the 1 year pay.

o Section 6.

- i. 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 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.

- o Section 11. City Reinsert EMT bonus of \$200 annually. Keep Language as status quo from previous contract.

- o Section 14. Mechanics Pay

- i. The supervisor responsible for apparatus maintenance will be paid an annual stipend of \$1000 for mechanics and maintenance pay. The stipend will be in four payments quarterly and each will fall on the first pay l of each quarter.

9. Article 16 Combined Time Off

- o Section 2

- i. 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 = 25 day per year

10 + years of service = 30 days per year

10. Article 18

- o Section 1.

- 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.

- o Section 5. Life Insurance

The city shall provide life and accidental death and dismemberment insurance in the face amount of one hundred thousand (\$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

- o Section 6. Disability Insurance

Item b needs to be stricken from the CBA

~~i. 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~~

o Section 6. 7. Carriers

i. This should be Section 7

o Section 8

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

11. Article 19 Retirement

o Section 6

■ City shall make contributions to eligible employees 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.

12. Article 21 UNIFORMS

o Uniforms will be provided and maintained by the City. An accessory allowance in the amount of \$200.00 shall be included in the employee's second paycheck in January of each year.

13. Article 22 Education and Training

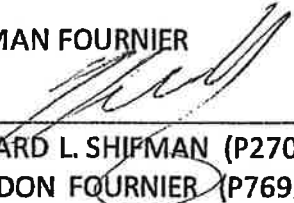
o Section 2 Training on a Scheduled Workday:

■ 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.

14. **Effective Date:** The parties have stipulated and agreed that the Tentative Agreements outlined above will become effective prospectively only upon either issuance of the Act 312 Arbitration Award, or if the parties are able to reach a ratified collective bargaining agreement.

SHIFMAN FOURNIER

By:  2/10/23

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By:  2/8/23

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