



# CITY of NOVI CITY COUNCIL

[www.cityofnovi.org](http://www.cityofnovi.org)

Agenda Item I  
August 27, 2007

**SUBJECT Approval of Collective Bargaining Agreement (pursuant to Arbitrator's Award and Opinion) between the City of Novi and the City of Novi Paid-on-Call and Auxiliary Fire Fighters Association.**

**SUBMITTING DEPARTMENT:** Human Resources *[Signature]*

**CITY MANAGER APPROVAL:** *[Signature]*

### BACKGROUND INFORMATION:

This Contract went before an Arbitrator in February of this year. The City received the Arbitrator's written Award and Opinion, which is binding on both parties, in July.

### RECOMMENDED ACTION:

Approval of Collective Bargaining Agreement (pursuant to Arbitrator's Award and Opinion) between the City of Novi and the City of Novi Paid-on-Call and Auxiliary Fire Fighters Association.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Gatt				
Council Member Margolis				

	1	2	Y	N
Council Member Mutch				
Council Member Nagy				
Council Member Paul				

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF NOVI**  
**AND**  
**CITY OF NOVI PAID ON CALL & AUXILIARY FIRE**  
**FIGHTERS ASSOCIATION/**  
**MICHIGAN ASSOCIATION OF FIRE FIGHTERS**



**July 1, 2004 – June 30, 2008**

## TABLE OF CONTENTS

ARTICLE 1: PURPOSE .....	1
ARTICLE 2: COVERAGE .....	1
ARTICLE 3: DUES AND DEDUCTIONS .....	1
ARTICLE 4: UNION ACTIVITIES .....	2
ARTICLE 5: MANAGEMENT RIGHTS .....	2
ARTICLE 6: ATTENDANCE .....	4
ARTICLE 7: DISCIPLINE.....	5
ARTICLE 8: GRIEVANCE PROCEDURE.....	6
ARTICLE 9: SAFETY CLAUSE .....	7
ARTICLE 10: SENIORITY .....	8
ARTICLE 11: PROMOTIONS .....	9
ARTICLE 12: HOURS OF WORK .....	9
ARTICLE 13: SALARY AND WAGES.....	9
ARTICLE 14: GENERAL .....	10
ARTICLE 15: DUTY DISABILITY/LEAVE.....	12
ARTICLE 16: OTHER LEAVE .....	12
ARTICLE 17: INSURANCE .....	13
ARTICLE 18: UNIFORMS .....	14
ARTICLE 19: TUITION REIMBURSEMENT.....	14
ARTICLE 20: LONGEVITY .....	15
ARTICLE 21: MILEAGE.....	15
ARTICLE 22: MAINTENANCE OF CONDITIONS.....	15
ARTICLE 23: WAIVER .....	15
ARTICLE 24: NO STRIKE .....	16
ARTICLE 25: TERMINATION OF AGREEMENT .....	17
WAGE SCHEDULE .....	APPENDIX A

## **COLLECTIVE BARGAINING AGREEMENT**

**THIS AGREEMENT**, effective July 1, 2004, entered into between the City of Novi, Michigan, a municipal corporation, hereinafter called the "City", and the Michigan Association of Fire Fighters Union, 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 fire fighting 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 part-time and Auxiliary employees of the Fire Department, excluding the Chief, Deputy Fire Chief, civilian employees and all full-time Novi Professional Fire Fighters. 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 15<sup>th</sup> 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.

Officers and representatives of the Union shall include its President, Vice President, Secretary and Treasurer (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 2. 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 3. 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 Fire Chief which approval shall not be arbitrarily or unreasonably withheld.

### **Section 4. Union Business**

The City agrees to allow up to forty (40) hours total per calendar year to authorized Union representatives for Union business including negotiations, disciplinary hearings, grievances, and arbitrations.

## **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 just 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**  
**ATTENDANCE**

Section 1. Out of Service Time

Out of Service Time is that time on approved medical leaves, approved workers' compensation leaves, approved absence due to work obligations, and approved excused time off (ETO).

Section 2. Training

Employees shall attend 30 hours per year of state mandated Fire and EMT training and twelve (12) additional hours of training each year. Mandatory training shall be posted a minimum of thirty (30) days in advance. Responses to alarms and tone-outs during training time shall be treated in accordance with past practice and compensation.

Section 3. Call-outs and Responses

- A. A call-out is a toned-out alert to respond to a call occurring between the hours of 6:00 p.m. and 6:00 a.m. Monday through Friday and 6:00 a.m. Saturday to 6:00 a.m. Monday or in the event of an "all-call" (Response Period). A response is a timely reporting to the appropriate station within fifteen (15) minutes of the time of a call during the "response period."
- B. An employee who reports to the appropriate station in a timely manner but is released by the Department shall receive credit for a response. Each employee must respond to a minimum of 40% of the calls out of his/her assigned station that occur when the employee is not "out of service" of each calendar quarter.
- C. Unit two (2) employees who responded to any toned out alert shall receive credit for the run attended.

- D. Employees who fail to attain the minimum response standard during a 12-month calendar year may be subject to disciplinary action up to and including termination.

## **ARTICLE 7** **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 Chief or his 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 Fire Chief or his 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 8 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 in rank or pay, shall follow the normal Grievance Procedure outlined in Article 8 of this Agreement.

Section 8.

Within 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 City Manager or his representative, and unless there is substantial reason otherwise, the letter be removed and the record of it expunged.

**ARTICLE 8**  
**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 Fire Chief or his representative. 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 Chief 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 Fire Chief within seven (7) business days, the grievance may be appealed in writing to the City Manager or his representative. Upon receipt of the written grievance, a conference between Union

Representatives and the City representatives shall be held 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 9** **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 this bargaining unit, shall be a member of this committee.

## ARTICLE 10 SENIORITY

### Section 1.

New employees who possess at the time of hire, certification in Firefighter I, Firefighter II, and Basic EMT must then serve a twelve (12) month probationary period, with seniority being approved at the discretion of the Fire Chief. New employees who require training shall serve a probationary period of at least six (6) months after all training is obtained, or twelve (12) months from the date of hire, whichever is greater. An 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.

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 does not return to work from any Department approved leave within two (2) days of the end of the leave. Shift employees shall contact the Fire Chief and/or his/her designee within that two (2) day time period to inform him/her that he/she has returned.

### Section 3.

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 16. Seniority shall not be earned for time spent on leave of absence without pay.

### Section 4.

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 11**  
**PROMOTIONS**

**Section 1.**

Promotional positions within the bargaining unit shall be posted at the station with the vacancy for a period of seven (7) business days. Candidates must have at least four (4) years in the rank just below that being applied for; provided the next lower rank is filled and there are at least three (3) candidates. If there are not at least three (3) candidates, then the next lowest rank shall also be included. If no candidates meet the four (4) years in rank requirement, the requirement may be waived.

**Section 2.**

Candidates must make written application to the Fire Chief within ten (10) business days. Interested applicants will then participate in an interview process involving the Fire Chief and/or his/her designee and the Human Resource Department. The selection process will be based upon candidates' qualifications.

**Section 3.**

All promotional appointees shall serve a one (1) year probationary period.

**ARTICLE 12**  
**HOURS OF WORK**

**Section 1.**

The City reserves the right to schedule the workday, workweek and mealtime. The schedule shall be at the discretion of the Fire Chief or his/her designee.

**Section 2.**

The Article shall in no way be construed as a guarantee by the City of any amount of work in any period of time.

**ARTICLE 13**  
**SALARY AND WAGES**

**Section 1.**

Employees shall be compensated in accordance with the wage schedule (Appendix A) attached to this agreement and shall be considered a part of this Agreement.

**Section 2.**

New employees or newly promoted employees will start at the beginning step shown in the range for the class.

Section 3.

Hourly rate increases shall be based on the successful completion of the required training and a satisfactory performance evaluation conducted by the Fire Chief or his designee.

Section 4.

As a condition of continued employment with the City employee must successfully pass an annual practical exam conducted by the Fire Chief or his/her designee.

Section 5. Stand-by-Duty

Stand-by Duty is defined as when, in the discretion of the Employer, a member of the Association is required to be physically at a fire station to respond to emergency calls. Stand-by Duty shall be paid at the hourly alarm pay rate.

Section 6. Certification Stipend

New hires shall receive a \$300 stipend upon successful completion of, and certification for, Firefighter I, Firefighter II, and Basic EMT.

Section 7. Alarm Pay

A minimum of one (1) hour shall be paid for responding to an alarm. Additional alarms that are responded to within the first hour are not eligible for a second minimum of one (1) hour of pay. Time responding to an alarm, in excess of one (1) hour shall be calculated in half (1/2) hour increments.

Section 8. Detail Pay.

Detail pay shall be paid at the employee's regular hourly rate.

Section 9. Training.

Department training shall be paid at the employee's regular hourly rate.

**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.

As a condition of employment, all paid-on-call employees shall reside within one mile of

Novi city limits. Auxiliary employees must reside within forty (40) miles of the City limits.

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 that arise out of his/her employment.

Section 6.

Paid-on-Call and Auxiliary employees who apply for full-time employment shall receive two (2) additional points on their examination scores.

Section 7.

Shall be any time a member of the Association appears in court as a result of a fire or emergency related incident at the direction of the Employer or pursuant to a court subpoena. Court time shall be paid at the alarm hourly rate (at one hour minimum). To be compensated for court time, the employee must submit verification of the time of arrival and departure from court. Verification of court time for payment must be submitted to the Fire Chief and/or his designee.

Section 8.

The City will pay a \$200 certification bonus each October to all unit members who have maintained their EMT license.

**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 the 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.**

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

**Section 5.**

The employer shall provide Workers’ Compensation Insurance that is statutorily required for all employees covered by this agreement.

**ARTICLE 16**  
**OTHER LEAVE**

**Section 1.**

All leave requests shall state the exact date on which the leave begins and the exact date on which the employee is to return to work. Requests shall be filed at least fourteen (14) days prior to the requested starting date, except in cases of emergency.

**Section 2.**

- 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 six (6) months. 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 Fire Chief. Such leaves are at the sole discretion of the Fire Chief or his/her designee and will be approved or denied based on whether the leave will create an undue hardship to the department.

Section 3.

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

Section 4.

The City, for purposes of this Agreement, shall recognize the following thirteen (13) holidays:

- |                        |   |
|------------------------|---|
| New Year's Day         | Veteran's Day                               |
| Martin Luther King Day | Thanksgiving Day                            |
| Good Friday            | Day after Thanksgiving                      |
| Easter Sunday          | Christmas Eve (Dec. 24 <sup>th</sup> )      |
| Memorial Day           | Christmas Day                               |
| Fourth of July         | New Year's Eve Day (Dec. 31 <sup>st</sup> ) |
| Labor Day              |   |

If an employee covered by this Agreement responds to a scene on a declared holiday, he/she will receive time and one-half his/her regular hourly rate. Personnel working the stand-by program at Station 1 shall be paid at time and one-half their regular hourly rate for all holidays worked.

**ARTICLE 17**  
**INSURANCE**

Section 1. Life Insurance

The City shall provide life insurance and accidental death & dismemberment insurance in the face amount of seventy-five thousand (\$75,000) for each employee in the bargaining unit.



**ARTICLE 18**  
**UNIFORMS**

**Section 1.**

Uniforms will be provided and maintained to each employee by the City. Upon successful completion of training, each employee shall receive:

Long sleeve shirt	1
Short sleeve shirt	1
Pair of pants	2
Badge	1
Cap	1
Belt	1
T-shirt	1
Sweatshirt	1

Upon completion of an employee's probationary period, he/she shall receive a department issued jacket and one (1) more badge to be place on this jacket.

**Section 2.**

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

Helmet & Face shield	1
Coat	1
Turnout pants	1
Boots	1
Gloves	2

Personal protective equipment shall meet all MIOSHA standards.

**ARTICLE 19**  
**TUITION REIMBURSEMENT**

**Section 1.**

Tuition reimbursement shall be available to all employees in the amount of \$750 per fiscal year as established by the City Tuition Reimbursement Policy that is herewith adopted. The approval of all tuition requests shall be contingent upon the availability of funding. All payments under this program are on a reimbursement basis, and documentation of fees and a minimum grade of "C" are required prior to reimbursement. Reimbursement approval is subject to authorization by the Director of Human Resources.

**ARTICLE 20**  
**LONGEVITY**

**Section 1.**

Employees hired prior to January 1, 2007 shall be eligible for longevity pay as follows: Annually on or before the first pay in December the City will pay to eligible employees in addition to base rate of compensation, longevity payments. Upon five (5) years of service, the paid-on-call shall receive longevity pay of \$250.00. This amount shall increase by \$50.00 per year up to ten (10) years of service to a maximum of \$500.00.

Seniority for each of the above must be obtained prior to December 1 for payment. Employees hired after January 1, 2007 will not be eligible for longevity.

**Section 2.**

Any employee qualified to receive longevity absent from active participation for six (6) months or more of the qualifying longevity period shall not receive any longevity benefits for that period.

**ARTICLE 21**  
**MILEAGE**

**Section 1.**

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

**ARTICLE 22**  
**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 that are in conflict with the provisions of this Agreement.

**ARTICLE 23**  
**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.

**ARTICLE 24**  
**NO STRIKE**

Section 1. No Strike Pledge.

The Union agrees that neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or other concerted activity, which interferes with the operation of the Fire Department or City. Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slowdown or strike will be terminated immediately.

**ARTICLE 25**  
**TERMINATION OF AGREEMENT**

Section 1. (4 years)

This agreement shall be effective the first day of and shall remain in force and effective to and including. 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.

The City in no way relinquishes any management rights by agreeing to the duration of this contract with regards to the continuation of the paid-on-call program.

Section 3.

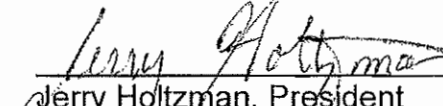
In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of the Agreement shall remain in full force and effect pending agreement upon a new contract.

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

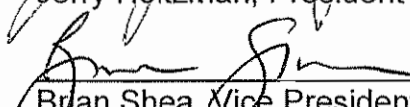
CITY OF NOVI

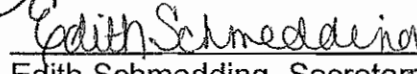
CITY OF NOVI PAID ON CALL & AUXILIARY/  
MICHIGAN ASSOCIATION OF FIRE FIGHTERS

\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Jerry Holtzman, President

\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Brian Shea, Vice President

  
\_\_\_\_\_  
Edith Schmedding, Secretary

  
\_\_\_\_\_  
George Pierson, Treasurer

  
\_\_\_\_\_  
Fred Timbner, MAFF Representative

Date: \_\_\_\_\_

**Appendix A**  
**Wage Schedule**

<b>Level</b>	<b>7/1/2004</b>	<b>7/1/2005</b>	<b>7/1/2006</b>	<b>7/1/2007</b>
<b>Recruit</b>	6.95	7.18	7.40	7.62
<b>I</b>	10.00	10.33	10.64	10.96
<b>II</b>	14.00	14.46	14.89	15.34
<b>III</b>	15.00	15.49	15.95	16.43
<b>IV</b>	17.00	17.55	18.08	18.62

**Officer's Annual Stipend (paid in quarterly installments)**

<b>Captain</b>	\$1200.00
<b>Lieutenant</b>	\$ 900.00
<b>Mechanic</b>	\$ 600.00