



CITY of NOVI CITY COUNCIL

Agenda Item 3
October 11, 2010

SUBJECT: Approval of Labor Contract with Full-Time Fire Union (Novi Professional Firefighters Union, Local 3232) for agreement July 1, 2009 - June 30, 2012

SUBMITTING DEPARTMENT: Human Resources

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

The Contract between the City of Novi and the Novi Professional Firefighters Union, Local 3232 expired on June 30, 2009. The contract dispute was scheduled for binding arbitration however the parties continued to meet on a regular basis in an effort to resolve the issues and come to a mutual agreement. The major issue with this group was their resistance to move to 12-hour shifts covering a 24-hour period. The Supervisors had previously been working 24-hour shifts and the Fire Protection Officers worked 12-hour shifts M-F. With this agreement Fire Protection Officers and Supervisors will be on 12-hour shifts covering a 24-hour period Sunday through Saturday. The Supervisors' new schedule will become effective January 1, 2011, however the remaining Fire Protection Officers will remain on their current schedule until the part-time Fire Fighters, who are part of another bargaining group, agree to this same schedule.

This improved schedule will allow for an even greater level of public safety, reducing response times and creating a unified Fire/EMS response team.

There are no wage adjustments for the term of this contract and the Union have agreed to concessions in an amount exceeding \$138,000. An overview of these concessions are as follows:

- | | | |
|--|---------|----------|
| • Elimination of overtime due to the 24-hour shifts | Approx. | \$34,800 |
| • Higher health care contribution (10%) | Approx. | \$ 8,356 |
| • Elimination of BCBS Master Medical Traditional Plan and increased office visit co-pay (\$20) | Approx. | \$17,300 |
| • Elimination of 4 hours of holiday pay per holiday | Approx. | \$20,000 |
| • Reduction of STD paid at 95% | Approx. | \$18,000 |
| • Increased pension contribution | Approx. | \$44,000 |

In exchange for the concessions as identified above a Letter of Agreement was included which agreed to no loss of positions within this bargaining group, for the term of the Contract, as long as the City's finances are equal to better than what is projected in the most recent Fiscal Analysis projections for the 2010 total taxable value. If Oakland County's projections are below the actual reduction in total taxable value for 2010 then this Letter of Agreement is null and void.

RECOMMENDED ACTION: Approval of Labor Contract with Full-Time Fire Union (Novi Professional Firefighters Union, Local 3232) for agreement July 1, 2009 – June 30, 2012

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Crawford				
Council Member Fischer				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				

**OFF THE RECORD PROPOSAL
THROUGH THE MEDIATOR
NOT TO BE USED IN ACT 312 BINDING ARBITRATION PROCEEDINGS
BETWEEN CITY AND FIRE PROTECTION OFFICERS**

Contract Term

- July 1, 2009 – June 30, 2012

Wages

- 0% for the term of the Contract

Schedule

- Supervisors to work 12-hour shifts covering a 24-hour period working 42 hours per week (exact shift to be determined) effective January 1, 2011
- Fire Protection Officers to continue existing work and pay schedule and leave time schedule until a Collective Bargaining Agreement with MAFF group is secured which allows for the following change in schedule and provisions as noted below*. FPO's will work 12-hour shifts covering a 24-hour period working 42 hours per week (exact shift to be determined) a minimum of 60 days notice will be provided prior to implementation of new schedule
- Minimum staffing of 8 (combination of full and part (other than full time) time scheduled during the day and 8 scheduled for evening shift not including the captain ("scheduled" does not include E-CTO or Disability leaves of absence)
- There shall be a minimum of two (2) "scheduled" FPO's per shift

Combined Time Off (CTO)

- Maximum time off of 23 12-hour days or 276 maximum hours (time off schedule shall be amended accordingly based upon years of service) with 23 days being the maximum

Health Care

- Effective the first of the month after contract ratification all bargaining unit members will contribute 10% of their health care premium by way of monthly payroll deductions on a pre-tax basis
- Effective January 1, 2011 Blue Cross Blue Shield PPO Master Medical Plan will no longer be an option for health care, replaced by BCBS Community Blue 2 as health care option
- Effective January 1, 2011 the office co-payment shall be \$20.00 per visit

Holiday Pay

- Effective January 1, 2011 holidays worked shall be paid as 8-hours of pay (Ex. Holiday worked – 12-hour base, 12-hours straight time overtime and 8-hours holiday)

Short Term Disability Coverage - STD

- Effective 30 days after contract ratification STD Policy provided through the City of Novi to a maximum of 26 weeks, with medical verification, paid in the following manner - Day 6 through 60 paid at 75% of gross pay after the equivalent of a work week (40, 42 or 48 hours) waiting period utilizing CTO for an illness or injury then paid at 66% from day 61 to the maximum of 26 week eligibility or return to work.

**OFF THE RECORD PROPOSAL
THROUGH THE MEDIATOR
NOT TO BE USED IN ACT 312 BINDING ARBITRATION PROCEEDINGS**

Pension

- Effective January 1, 2011 employees participating in defined benefit plan shall pay an additional 2.5% of their eligible earnings toward their pension contribution

Restricted Duty Policy

- A Restricted Duty Policy shall be made a part of the Contract effective the date of signing

Language Changes

- Article 11, Hours of Work – shall be amended as follows: all language referring to forty-eight hours shall be replaced with forty-two hours and remove Monday through Friday and replace with Sunday through Saturday*
- Remove Section 7 of Article 11.
- Article 13, Overtime – shall be amended as follows: replace forty-eight hours with forty-two*
- Article 14, General – Section 6, A, amend as follows: 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) "scheduled" Fire Fighters (full time and other than full time) not including the Supervisors during the day shift and eight (8) "scheduled" Fire Fighters (full time and other than full time) not including the Supervisors scheduled during the evening shift. If staffing falls below that which is identified above, the department will call in part time Fire Fighters until the list is exhausted and then will call back full time FPO's.
- Sub-Section C – Delete entire sub-section and replace with "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."
- Sub-Section D – Delete entire sub-section and replace with "It is hereby agreed that the City shall have the right to maintain part time firefighters. Part time employees may be used to supplement the full time firefighters.
- The position of Lieutenant shall be re-instated into the contract after the promotional process has been completed.

*Effective January 1, 2011 for supervisors, effective 60 days after notification of ratification of the MAFF contract

Date: September 28, 2010



cityofnovi.org

LETTER OF AGREEMENT

IT IS HEREBY AGREED between the City of Novi ("the City") and Novi Professional Fire Fighters "the Union"), as follows:

1. The City agrees not to layoff full-time, non-probationary bargaining unit members until 11:00 p.m. on June 30, 2012 unless the 2010 total taxable value declines more than 9.1% from 2009 or 2011 total taxable value declines more than 7% from 2010 total taxable value.

It is also expressly understood that, regardless of the above conditions, the City shall have the full right to institute layoffs as set forth in the parties' Collective Bargaining Agreement effective 11:00 p.m. June 30, 2012.

2. The parties agree that this Letter of Agreement is conditioned upon the ratification of the September 27, 2010 tentative agreement for the July 1, 2009 through June 30, 2012 Collective Bargaining Agreement by both the Union and the City. Should either party fail to ratify the tentative agreement by September 27, 2010, this Letter of Agreement shall be null and void.
3. If any provision, paragraph or subparagraph of this Letter of Agreement is found to be contrary to law, then such provision, paragraph or subparagraph shall not be deemed valid, except to the extent permitted by law, but all other provisions, paragraphs and subparagraphs shall remain binding and in full force and effect.
4. All remaining provisions of applicable Collective Bargaining Agreement(s) shall continue to apply, except as modified by this Letter of Agreement.
5. This Letter of Agreement shall be without precedent for any time period other than that specifically addressed herein.
6. This Letter of Agreement is subject to ratification by the City's City Council.

City of Novi

Novi Professional Fire Fighters Union

By: _____

By: _____

Dated: _____

10/8/10

**AGREEMENT
BETWEEN
THE CITY OF NOVI
AND
NOVI PROFESSIONAL FIRE FIGHTERS UNION
LOCAL 3232
JULY 1, 20069 - JUNE 30, 200912**

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, effective July 1, 200~~6~~⁹, entered into between the City of Novi, Michigan, a municipal corporation, hereinafter called the "City", and Local No. 3232 of the Novi 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 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 fulltime employees of the Fire Department, excluding the Director of Public Safety, or his/her designee ~~Chief, Assistant Chief~~ 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 Fire Chief/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 (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 Fire Chief/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 five (5) calendar days, with pay to employees designated by the Union to attend a labor convention, seminar, or school, provided 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 layoff 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. 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 enumeration's 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, layoff, 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 may make emergency discharges and reduce the charges in writing within 72 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~~ Director of Public Safety, or his/her designee or his designee, within five (5) working business days after such discharge or discipline is first imposed. The hearing will be held within five (5) working 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 grievances 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. 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 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~~Director of Public Safety, or his/her designee~~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~~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 ~~Fire Chief~~Director of Public Safety, or his/her designee~~Director~~ within seven (7) 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 meet to review the matter. The employer shall render a decision within seven (7) 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) working 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 herein before 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.

**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.

An employee shall lose his/her seniority for the following reasons only:

A. He/She quits.

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

___ He/She is absent for two or more consecutive working days without
notifying

___ his/her supervisor or the Fire Chief Director of Public Safety, or his/her
designee. In case of emergency, exceptions may be made

C. ___ by the City.

___ If He/She does not return to work from sick leave or leaves of absence within
two (2)

D. ___ dd days of the end of the leave.

E. ___ Retirement or regular service retirement.

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

Section 4.

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 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 5.

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 6.

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**

All promotional opportunities shall be posted for a period of ten (10) business days. Only candidates with a minimum of four (4) years of experience on the Novi Fire Department are eligible for promotions. In the event that there is not a qualified candidate who meets these criteria, this restriction shall be void. Candidates shall submit applications in writing to the ~~Fire Chief~~Director of Public Safety, or his/her designee prior to the expiration of this posting period. The selection process shall be competitive with the appointment awarded to the candidate with the highest aggregate score. The selection process shall consist of, in such order, a departmental evaluation, a written examination, and an oral board. Each element shall have a total possible score of 100 points. Additional points shall be awarded for seniority based on one (1) point for each year of seniority to a maximum of ten (10) points to be added to the total aggregate score.

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 workday, workweek and mealtime. The schedule shall be at the discretion of the ~~Fire Chief~~Director of Public Safety, or his/her designee.

Section 2.

The workday for Fire Protection Officers shall consist of twelve (12) hours scheduled between the hours of 7:00 a.m. and 7:00 p.m. or 7:00 p.m. and 7:00 a.m. ~~6:00 am and 6:00 PM, Monday-Sunday through Friday-Saturday.~~ The workweek shall be ~~forty-eight~~two (48) hours. Supervisors shall convert to this work schedule effective January 1, 2011. The City reserves the right to change the hours of the basic two (2) shifts by not more than two (2) hours in either direction.

Section 3.

All employees other than the Fire Protection Officers and Supervisors shall work a forty (40) hour workweek scheduled at the discretion of the ~~Fire Chief~~Director of Public Safety, or his/her designee.

Section 4.

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

Section 5.

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 6.

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

Section 7.

~~The following schedule will be effective to create 24-hour supervision over all Fire Department operations:~~

- ~~• 3 Captains covering a 24-hour work schedule~~
- ~~• 3 FPO II level personnel (working a 24-hour shift)~~

- ~~Working a 3 day on 4 day off schedule (53 hour work week)~~
- ~~Captains working the 24 hour – 53-hour work week schedule shall receive 3 hours of overtime per week worked based upon the Captains hourly rate.~~
- ~~FPO II personnel working the 24 hour – 53-hour work week schedule shall receive 3 hours of overtime per week worked based upon the FPO II hourly rate.~~
- ~~No FPO backfill (including overtime) when FPO II covers for Captain~~
- ~~FPO II personnel working the 24-hour – 53-hour work week schedule acting as Captain shall be paid at "start" rate year Captain's hourly rate~~
- ~~Any overtime worked by FPO II personnel working the 24-hour 53-hour work week schedule acting as Captain shall be paid at the "start" rate for Captain's overtime rate~~

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.

Section 2.

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.

Section 3.

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 4.

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 of \$200.00 paid annually the first pay in October for expenses entailed in the procurement and retention of their Basic EMT certification license.

ARTICLE 13 OVERTIME

Section 1.

If an employee is required by his supervisor to work longer than twelve (12) hours on any regular working day, or ~~forty-eight~~two (48) eighty-four hours in ~~anyone two~~

week pay period, he will be compensated at an hourly rate equal to one and one-half (1-1/2) 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 (1-1/2) times his/her hourly rate for all hours worked over forty (40). 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 7/1/90, as a condition of employment, shall reside 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 a 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 judgments 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 judgments 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) scheduled Fire Fighters, to include a combination of both full and part-time (other than full-time), not including the Captain, FPO's per shift. ~~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. There shall be a minimum of two (2) scheduled full-time Fire Fighters per shift.

~~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 is not available to fill in such staffing shortages, personnel from the part-time ~~/paid-on-call~~ unit may be used to fill such staffing requirements. Personnel used from the part-time/paid-on-call 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 and approval by the City of Novi Fire Chief/Director of Public Safety, or his/her designee or his/her designee.

- C. ~~It is agreed that the senior employees from the bargaining unit who are assigned duty watch at their respective stations (1,2,3,4), shall have authority over members of the part-time/paid-on-call unit, including normal station operation and personnel assignment on alarms, regardless of part-time/paid-on-call members seniority or rank during the hours of 6 a.m. - 6 p.m. The senior part-time/paid-on-call members shall have authority during the hours of 6 p.m. - 6 a.m. If an incident continues over into another shift, the supervision will not change.~~ 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 City shall have the right to ~~create and maintain and utilize -part-time Fire Fighters, 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.~~

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 take-home pay, (base pay) 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 straight time pay (base pay) for the period of the employee's disability, but not to exceed 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.

Section 2.

Employees shall be granted combined time off in the calendar year in accordance with the following schedule:

0 - 4 years of service = ~~20~~10 days per year

5 - 9 years of service = ~~25~~15 days per year

 10 -15 years of service = ~~30~~20 days per year

 16 years of service = ~~32~~1 days per year

 17 years of service = ~~32~~2 days per year

 18 years of service = ~~33~~23 days per year

For purposes of computing days of leave time, eight-hour employees shall receive leave time in eight-hour-per-day increments; twelve-hour and twenty-four hour employees shall receive leave time in twelve-hour-per-day increments.

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 pick on separate schedules. The Department shall allow ~~three~~one (~~31~~) FPO's on scheduled CTO per day. CTO may be taken in quarter-day increments (~~24-hour schedule six hours; 12-hour schedule 3 hours and 8-hour schedule 2 hours~~). Excessive Emergency CTO

days may result in departmental investigation and requests for documentation. Evidence of abuse of Emergency CTO may be grounds for disciplinary action.

Section 4.

Employees are encouraged to take CTO as earned. New employee's CTO time will be pro-rated. The maximum carryover will be ten (10) days. The maximum payout will be five days.

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.

Employees on the eight-hour per day and 12-hour per day shifts shall receive up to five (5) funeral days ~~and employees on the 24-hour shift shall receive up to three (3) funeral days,~~ if needed to attend the funeral of father, mother, mother-in-law, father-in-law, sister, brother, wife or husband, child or step-child, step-brother or step-sister, step-mother or step-father, grandmother or grandfather, grandson or granddaughter, brother-in-law or sister-in-law.

Employees shall receive one (1) day off with pay to attend the funeral of an aunt, uncle, niece, nephew, grandmother-in-law, or grandfather-in-law.

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 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 Director of Human Resources. 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 4.

Each employee covered under this Agreement shall receive thirteen (13) 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 | |

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 workday before a holiday and the succeeding workday 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. ~~48~~2/84 Hour employees:

1. In the event that an employee is not scheduled to work a holiday he/she will receive eight hours holiday pay his/her base rate of pay plus twelve (12) hours holiday pay (12 hours through December 31, 2010; 8 hours effective January 1, 2011).
2. Effective January 1, 2011, 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

Effective January 1, 2011, the City shall no longer offer the Blue Cross Blue Shield Master Medical Plan as a health care option. The City shall provide ~~fully paid~~ Blue Cross-Blue Shield Community Blue 2 option with a \$20.00 Office Visit Co-pay MVE-I coverage, plus the Master Medical coverage, the prescription rider, emergency room treatment rider (FAE) and pre and post natal care rider (PPNV) for each employee and his/her dependents.

Effective sixty (60) days after the signing of this contract, no later than June 1, 2009 the prescription co-pay for prescriptions will be \$10 for generic, \$20 for formulary and \$40 for non-formulary.

The employee may choose another health care plan one of the H.M.O. coverages which may be available to them which will be equal to or better than the above Blue Cross-Blue Shield coverage.

Effective June 1, 2009 employees shall contribute 7.5% of their monthly health care premium 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.

Effective ~~the first of the month after contract ratification~~ November 1, 2010 all bargaining unit members will contribute 10% of their health care premium by way of once per month payroll deductions on a pre-tax basis. The ~~se~~ deduction will be made the first pay period of each month.

Effective June 1, 2009, employees who insure eligible dependents ages 19-25 by way of Family Continuation coverage shall contribute 50% of the monthly premium for this coverage. This contribution shall be made by way of a once per month payroll deduction on a pre-tax basis. These deductions will be made the first pay period of each month.

Section 2. Dental

The City shall provide at no cost to each employee and his/her dependents Delta Dental Plan Class 1 Benefits (75%) and Class II (50%). Each member will be entitled to up to one thousand dollars (\$1,000.00) per calendar year.

Section 3. Orthodontic

Effective sixty (60) days after the signing of this Contract, no later than June 1, 2009, the orthodontic cap for dependents to age 19 shall increase to a life-time cap of \$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 insurance in the face amount of fifty thousand (\$50,000) dollars for each employee in the bargaining unit.

Effective June 1, 2009, the amount of life and accidental death and dismemberment insurance provided shall be in the face-amount of seventy-five thousand (\$75,000) dollars for each employee in the bargaining unit. Pursuant to IRS regulations the amount in excess of \$50,000 shall be taxed according 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 for 40 hour employees and 42 hours for those employees) for the disability period. The policy will pay 75% of gross pay for the first 60 days, and 66% for the remaining approved disability, up to a maximum of ~~and will provide 95% of an employee's gross pay for 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 (60%) percent 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 12 months from the effective date of the long-term disability coverage.
- B. An employee unable to return to work within 18 months from the effective date of the long-term disability coverage shall be terminated from the employment of the City.

Section 7. 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.

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. Effective June 30, 2006, the retirement plan shall be revised to Plan B-3. Employees shall make contributions of 2.6% of eligible gross earnings to fund the

difference in cost from Plan B-2 to Plan B-3. Effective April 1, 2009, pursuant to the attached actuary report employees in the defined benefit plan the employees shall make additional contributions of 3.73% of eligible gross earnings to fund the difference in cost from Plan B-3 to Plan B-4. The total employee contributions of 6.33% of eligible earnings shall be made through payroll deduction. - Effective January 1, 2010, the total employee contribution will be 8.83% towards the defined benefit plan.

The employees shall be entitled to the benefit F-50 with 25 years of service rider. All contributions to the F-50 rider shall be fully paid by the City.

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

Section 2. Retiree Insurance

A. 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.

1. The sole obligation of the City shall be to provide the benefits upon retirement as defined by contract.
2. Furthermore, the City reserved the right to change providers within the limitations as described by Article 18, Section 6.
3. 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.
4. 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.

5. 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.
 6. 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.
- B. Effective June 1, 2009, the City shall no longer offer retiree health care benefits to employees hired after that date. Upon employment with the City the employee shall be enrolled in a Retiree Health Care Account. The City shall contribute \$50 per pay into the employee's Retiree Health Care account for retirement health care expense.

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 \$150.00 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 fire fighting 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.

**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, ~~which shall be retroactive to July 1, 2006.~~

ARTICLE 26 TERMINATION OF AGREEMENT

Section 1.

This agreement shall be effective the first day of July 200~~6~~⁹ and shall remain in force and effective to and including June 30, 200~~9~~¹². 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 by their duly authorized representatives as of the day and year first written.

CITY OF NOVI

LOCAL 3232 I.A.F.F.

David B Landry, Mayor

David McLeod, President

Maryanne Cornelius, City Clerk

Paul Mullett, Vice President

Dated: _____

		July 1, 2006 - June 30, 2007					
Classification		Start	1 yr	2 yrs	3 yrs	4 yrs	
		July 1, 2009 - TBD*					74
Classification		Start	1 yr	2 yrs	3 yrs	4 yrs	57
Fire Protection Officer (96 hour bi-weekly rate)	A	\$ 38,349	\$ 44,428	\$ 50,511	\$ 56,591	\$ 62,671	74
	H	\$ 15.364	\$ 17.800	\$ 20.237	\$ 22.673	\$ 25.109	35
	BW	\$ 1,474.94	\$ 1,708.80	\$ 1,942.75	\$ 2,176.61	\$ 2,410.46	11
*Effective date upon approval of MAFF contract							
		TBD* - June 30, 2012					
Classification		Start	1 yr	2 yrs	3 yrs	4 yrs	
Fire Protection Officer (84 hour bi-weekly rate)	A	\$ 38,349	\$ 44,428	\$ 50,511	\$ 56,591	\$ 62,671	
	H	\$ 17.559	\$ 20.342	\$ 23.128	\$ 25.912	\$ 28.696	
	BW	\$ 1,474.96	\$ 1,708.73	\$ 1,942.75	\$ 2,176.61	\$ 2,410.46	
*Effective date upon approval of MAFF contract							
		July 1, 2009 - June 30, 2012					46
Classification		Start	1 yr	2 yrs	3 yrs	4 yrs	77
Training Officer (80 hour bi-weekly rate)	A	\$ 67,628	\$ 70,761				19
	H	\$ 32.513	\$ 34.020				46
	BW	\$ 2,601.04	\$ 2,721.60				78
Fire Marshall (80 hour bi-weekly rate)	A	\$ 73,266	\$ 76,400				27
	H	\$ 35.224	\$ 36.731				
	BW	\$ 2,817.92	\$ 2,938.48				
		July 1, 2009 - December 31, 2010					
Classification		Start	1 yr	2 yrs	3 yrs	4 yrs	
Fire Protection Officer II (106 hour bi-weekly rate)	A				\$ 56,591	\$ 62,671	
	H				\$ 20.534	\$ 22.740	
	BW				\$ 2,176.60	\$ 2,410.44	
Captain: FPO + 18% (106 hour bi-weekly rate)	A	\$ 70,819	\$ 73,952				71
	H	\$ 25.696	\$ 26.833				09
	BW	\$ 2,723.78	\$ 2,844.30				46
		January 1, 2011 - June 30, 2012					71
Classification		Start	1 yr	2 yrs	3 yrs	4 yrs	40
Lieutenant: FPO + 9% (84 hour bi-weekly rate)	A	\$ 65,285	\$ 68,311				44
	H	\$ 29.892	\$ 31.278				
	BW	\$ 2,510.93	\$ 2,627.35				
Captain: FPO + 18% (84 hour bi-weekly rate)	A	\$ 70,819	\$ 73,952				
	H	\$ 32.426	\$ 33.861				
	BW	\$ 2,723.78	\$ 2,844.32				