

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



July 1, 2020 – June 30, 2026

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, effective July 1, 2020 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 Director of Public Safety or his/her designee, 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 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.

The City shall have no obligation to the Union other than to deduct dues, which the City has proper authorization to deduct, and shall not keep track of dues paid nor those dues that may be owed to the Union.

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 Director of Public Safety or his/her designee 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.
- O. The City and the Union agree that the operation of the Novi Fire Department's Auxiliary and POC operations is considered a part-time program. Members of this bargaining unit may be permitted to work more than 1560 hours, if scheduled and approved by the Fire Chief or his designee, in any twelve-month period.

Any member working in excess of 1560 hours within a twelve-month period, or the designated "measurement period" as defined by the Affordable Care Act, shall be eligible and offered Employer provided health care. If eligible, the employee will be notified during the annual Open Enrollment period. If health care coverage is elected, the effective date of coverage will be January 1st of the year following eligibility. As consistent with the rules and regulations of the Affordable Care Act, the health care offered shall be that of the lowest cost health care plan option offered by the City at the time of eligibility. The coverage shall be for the employee only (single coverage). Any/all current employee premium cost-share, co-pays and deductibles and maximum out-of-pocket costs shall be the responsibility of the employee.

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 for Paid-On-Call Fire Fighters to respond to an emergency 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). Paid-On-Call Fire Fighters' schedules consist of 12-hour shifts 6:00 p.m. to 6:00 a.m. Monday through Thursday and Friday 6:00 p.m. through Monday 6:00 a.m. Auxiliary work schedules consist of two 12-hour shifts (from 6:00 a.m. to 6:00 p.m. and 6:00 p.m. to 6:00 a.m.) seven days per week (Sunday through Saturday). A response is a timely reporting to the appropriate station according to the following guidelines:

| <u>Emergency Call</u> | <u>Non-Emergency Call</u> |
|------------------------------|------------------------------|
| Within 1 mile 15 minutes | Within 1 mile 20 minutes |
| Within 5 miles 20 minutes | Within 5 miles 25 minutes |

- B. An employee who reports to the appropriate station in a timely manner but is released by the Department shall receive credit for the response. A Paid-On-Call employee must respond to a minimum of 40% of the tone-outs of his/her assigned station that occur when the employee is not "out of service" of each calendar quarter. Paid-On-Call employees working scheduled shifts shall receive credit towards the 40% minimum required tone-outs.
- C. 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.

- D. Employees who sign up for a shift shall be able to switch shifts with another employee as long as it complies with the Department's current established procedure. In the case of an emergency the scheduled employee shall notify the shift supervisor of the unavailability to work.

- E. Any Paid-On-Call or Auxiliary Firefighter hired after July 1, 2017 shall be required to work a minimum of ten (10) shifts per quarter. Should a member, affected by this section, be unable to sign up for the required number of shifts due to senior firefighters filling the shifts, that quarter shall not be held against the firefighter. This section shall not be construed to require a firefighter to utilize time off from his/her primary job or schooling to meet the requirements of this section. The mandatory requirement outlined in this section shall not apply to Paid-On-Call or Auxiliary Firefighters hired prior to July 1, 2017.

- F. Any Paid-On-Call or Auxiliary Firefighter hired prior to July 1, 2017 shall be required to work a minimum of six (6) shifts per quarter. Should a member, affected by this section, be unable to sign up for the required number of shifts due to senior firefighters filling the shifts, that quarter shall not be held against the firefighter. This section shall not be construed to require a firefighter to utilize time off from his/her primary job or schooling to meet the requirements of this section. The mandatory requirement outlined in this section shall not apply to Paid-On-Call or Auxiliary Firefighters hired after to July 1, 2017.
 - 1. Effective July 1, 2022 a Paid-on-Call or Auxiliary Firefighter hired prior to July 1, 2017 shall be required to work a minimum of seven (7) shifts per quarter.
 - 2. Effective July 1, 2024 a Paid-on-Call or Auxiliary Firefighter hired prior to July 1, 2017 shall be required to work a minimum of eight (8) shifts per quarter.

All Paid-on-Call or Auxiliary Firefighters that meet the requirements for minimum number of shifts worked, as described in Section 3, subsections E and F (inclusive of F 1 and 2 upon effective dates), shall receive a five hundred (\$500.00) dollar annual bonus.

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 Director of Public Safety or his/her designee 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 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 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 Grievants knowledge of the alleged grievance. Should any grievance arise, there shall be an earnest effort on the part of both parties to settle such grievance promptly through the following steps:

Step 1. By informal conference between the aggrieved employee, a Union representative, or both, and the Director of Public Safety or his/her designee 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 the Director of Public Safety or his/her designee has made no disposition 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/she 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 Director of Public Safety or his/her designee. 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 Director of Public Safety 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.

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

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

- C) Competitive Examination: Those employees with the minimum of five (5) years of experience and a minimum of 2,000 hours worked as a fire fighter with the City of Novi will be eligible to participate in the competitive examination, provided the employee submits an intent to participate as outlined above.
- 2) The competitive elements of the examination will consist of a written examination, department evaluation and an oral examination (in this order).
 - A) A candidate must achieve a minimum score of 70% on the written examination in order to proceed to the next step of the promotional process.
- 3) Candidates will be ranked on the basis of a composite score computed as follows:
 - A) The percentage attained on the written examination multiplied by fifty (50%) percent.
 - B) The percentage attained on the oral examination multiplied by twenty five (25%) percent.
 - C) The percentage attained on the departmental evaluation multiplied by twenty five (25%) percent.
- 4) All individuals promoted to a new rank shall serve a one (1) year probationary period.

Promotional positions within the bargaining unit shall be posted at the stations. Future candidates for the positions of Lieutenant and Captain must successfully pass a competitive promotional exam and pass the qualification of BEMT, Fire Officer I, II, and III.

Current members of the bargaining unit filling the positions of Lieutenant and Captain shall be exempt from this provision.

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 Director of Public Safety or his/her designee.

Section 2.

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

Section 3.

Paid-On-Call schedules consist of 12-hour shifts, 6:00 p.m. to 6:00 a.m. Monday through Thursday and 6:00 p.m. Friday through 6:00 a.m. Monday.

Auxiliary schedules consist of two 12-hour shifts from 6:00 a.m. to 6:00 p.m. and 6:00 p.m. to 6:00 a.m. seven days a week (Sunday through Saturday).

Shift schedules picks shall be posted at least three months in advance. All requests for scheduled shifts must be submitted within 30 days of the posting. In the event more than one employee request the same shift, preference shall be given to the employee with the most seniority. After completion of the initial quarterly shift picks, any open shifts created by call offs, trades etc. will be offered to all available firefighters. Should more than one firefighter request the same shift, preference shall be given to the firefighter with the fewest scheduled shifts in an attempt to equalize the number of shifts worked, per the Part-Time Call Back List.

Time in excess of the regular shift hours shall be calculated in one-quarter (¼) hour increments

Section 4. The current practice of allowing employees of the bargaining unit appropriate rest periods, including sleep, shall be continued.

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 Director of Public Safety or his/her designee.

Section 4.

As a condition of continued employment with the City employee must successfully pass an annual practical exam conducted by the Director of Public Safety 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

Any employee who successfully completes the Novi Fire Department sponsored training, and completes twelve months of full certified service with the Novi Fire Department, for a total of twenty-four (24) months of service from the date of hire, shall receive a \$300 stipend at such time as they are elevated to Firefighter top pay level.

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 quarter (¼) 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.

Section 10. Tone Out Pay

When an employee responds to a tone out, that employee shall receive an additional four dollars (\$4) per hour, in addition to their regular hourly rate of pay, for each hour worked on that particular tone out.

Section 11. Direct Deposit

Effective June 30, 2009 all payroll shall be direct deposit. Employees shall provide the Finance Department with banking information by this date.

Section 12. Officer Pay

Employees with the rank of Captain or Lieutenant shall receive their hourly rate of pay for attending departmental meetings.

Section 13. Performance Pay

To assist with recruitment efforts and to incentivize Firefighters to increase the number of shifts they work, all Firefighters shall receive a yearly bonus (Performance Pay) based on the number of hours worked the previous year. Hourly requirement and annual incentive pay as follows:

| <u>Hours Worked</u> | <u>Bonus</u> |
|-----------------------|-------------------------------------|
| 937-1248 hours worked | \$400 annual bonus for hours worked |
| 1249+ hours worked | \$500 annual bonus for hours worked |

Section 14. Holiday Pay

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 th) |
| Memorial Day | Christmas Day |
| Fourth of July | New Year's Eve Day (Dec. 31 st) |
| Labor Day | |

If an employee covered by this Agreement responds to a scene or is on stand-by on a declared holiday, he/she will receive double his/her regular hourly rate. Personnel working a scheduled shift at any station shall be paid at double their regular hourly rate for all holidays worked.

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 Firefighters shall reside within one five (5) miles of Novi city limits, "measured as the crow flies" versus road miles. Auxiliary Firefighters must reside within forty (40) miles of the City limits. Any Auxiliary Firefighter residing within five (5) miles of the City limits as defined in this section may, at his/her discretion, choose to carry a Department issued pager and respond to tone-out calls. Auxiliary Firefighters shall not be subject to minimum percentages of responses as required by Article 6, Section 3, subsection B of this Agreement.

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 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 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 Director of Public Safety 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.

Section 9.

- A. Any new hire interested in obtaining certification as a Firefighter I/Firefighter II/Emergency Medical Technician (EMT), for the City shall be required to sign a "Training Cost Reimbursement Agreement" form (Attached Appendix B).
- B. The Employer agrees to pay for the training the Employee needs to obtain certification as a Firefighter I/Firefighter II/EMT. The Employee agrees to reimburse the City the cost of this training if for any reason the Employee fails to complete a minimum of two (2) years of service with the Employer as a Firefighter I/Firefighter II/EMT after completing this training. Reimbursement shall be in accordance with the following provisions:
 - 1. With approval of the City the Employee shall register in a program to obtain certification as a Firefighter I/Firefighter II, Emergency Medical Technician.
 - 2. The Employer shall pay the cost of training (\$1,500 for FF I & FF II and \$1,500 for EMT) a total cost of three thousand dollars (\$3,000). An Employee that already has one of these credentials will only need to

- complete the other required training.
3. If the Employee's employment terminates prior to completing this training, the Employee shall reimburse the City in full for any actual training costs within one hundred eighty days (180) of termination of employment.
 4. Reimbursement shall be prorated on a monthly basis after completion of training and the Employee's obligation shall reduce by one hundred twenty five dollars (\$125.00) for each month of employment.
 5. If the Employee fails a class during the training program he/she shall be removed from the training program and his/her employment shall be terminated. There shall be no reimbursement required for such failed class.
 6. Upon completion of two (2) years of service as a Firefighter I/Firefighter II/EMT the Employee's reimbursement obligation shall end.
 7. An appeal review board will review each breach of the reimbursement agreement. The board will consist of a MAFF Executive Board Member, the City's HR Director and a Public Safety Admin Executive. The board will convene to determine if a hardship exists, should such finding be made the board will have the authority to reduce and/or eliminate the reimbursement.

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 employee 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/she spent in the Armed Forces, plus twelve (12) months.

- C. The City, at 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 Director of Public Safety 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.

ARTICLE 17
INSURANCE

Section 1. Life Insurance

The City shall provide life insurance and accidental death & dismemberment insurance in the face amount of one hundred thousand dollars (\$100,000) for each employee in the bargaining unit.

ARTICLE 18
UNIFORMS

Section 1.

Uniforms will be provided and maintained to each employee by the City. An accessory allowance in the amount of one hundred dollars (\$100.00) shall be included in each non-probationary employee's second paycheck in January of each year. Upon successful completion of training, each employee shall receive:

| | |
|--------------------|---|
| Long Sleeve Shirt | 1 |
| Short Sleeve Shirt | 1 |
| Dri-Fit Polo | 3 |
| Cargo Pants | 3 |
| Badges | 2 |
| Ball Cap | 1 |
| Knit Cap | 1 |
| T-Shirt | 3 |
| Job Shirt | 1 |
| Name Tag | 1 |
| Winter Jacket | 1 |

Officers shall be permitted to wear cargo pants.

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.

The City will provide a Class A Uniform to Firefighters once they have completed their 5th year of seniority.

The City will provide a weekly cleaning service for Firefighters' uniforms.

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 |

Effective June 30, 2009, the City of Novi will provide a spectacle kit for the SCBA facemask if requested by the employee in writing. Documentation of prescription lenses will be required at the time of request.

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 one thousand dollars (\$1,000) per fiscal year. The Tuition Reimbursement Policy shall be amended to require the employee to reimburse City any monies paid by the City if the employee leaves their employment with the City within two (2) years of receipt of the last tuition reimbursement payment received. Reimbursement shall be 100% of cost if employee leaves their employment within one year and then shall be prorated from month 13 to month 23 based upon 1/12th of the cost. 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.

This agreement shall be effective the 1st day of July 2020 and shall remain in force and effective to and including June 30, 2026. 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

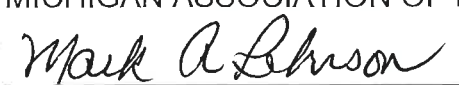
Mayor


Robert J. Gatt, Mayor

City Clerk


Cortney Hanson - City Clerk

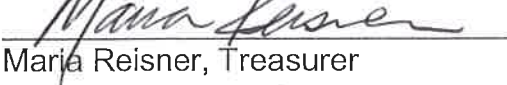
CITY OF NOVI PAID ON CALL & AUXILIARY/
MICHIGAN ASSOCIATION OF FIRE FIGHTERS


Mark Pehrson, President


Matthew Tunnard, Vice President


Troy Racicot, Secretary


Maria Reisner, Treasurer


Joseph O'Connor, MAFF Representative

Date: JULY 29, 2020

Appendix A

Wage Schedule

| Level | 7/1/2019 | 2.0% 7/1/2020 | 2.5% 7/1/2021 | 2.5% 7/1/2022 |
|------------------|-----------------|--------------------------|--------------------------|--------------------------|
| Recruit | 9.60 | 9.79 | 10.04 | 10.29 |
| I | 12.43 | 12.68 | 13.00 | 13.32 |
| II | 18.62 | 18.99 | 19.47 | 19.95 |
| III | 21.11 | 21.53 | 22.07 | 22.62 |
| Auxiliary | 21.11 | 21.53 | 22.07 | 22.62 |

Officer's Annual Stipend (paid in quarterly installments)

| | |
|-------------------|-----------|
| Captain | \$1200.00 |
| Lieutenant | \$ 900.00 |
| Mechanic | \$ 600.00 |

SEE LOA FOR UPDATED SALARY SCHEDULE

Appendix A

Wage Schedule

| Level | 2.5% 7/1/2023 | 2.5% 7/1/2024 | 3.0% 7/1/2025 | |
|------------------|--------------------------|--------------------------|--------------------------|--|
| Recruit | 10.54 | 10.81 | 11.13 | |
| I | 13.65 | 13.99 | 14.41 | |
| II | 20.45 | 20.96 | 21.59 | |
| III | 23.19 | 23.77 | 24.48 | |
| Auxiliary | 23.19 | 23.77 | 24.48 | |

Officer's Annual Stipend (paid in quarterly installments)

| | |
|-------------------|-----------|
| Captain | \$1200.00 |
| Lieutenant | \$ 900.00 |
| Mechanic | \$ 600.00 |

SEE LOA FOR UPDATED SALARY SCHEDULE



**COLLECTIVE BARGAINING AGREEMENT MODIFICATION
AND LETTER OF UNDERSTANDING – LOU**

The City of Novi (hereinafter, "City") and the City of Novi Paid on Call & Auxiliary Fire Fighters Association **MAFF**, (hereinafter, "Union") are parties to a Collective Bargaining Agreement for the term of July 1, 2020 – June 30, 2026;

WHEREAS; The Parties wish to extend the terms and conditions of the Collective Bargaining Agreement for an additional one-year period;

WHEREAS; The provisions of the Collective Bargaining Agreement shall remain unchanged except for as specified below.

NOW THEREFORE, the Parties agree as follows:

1. The current Collective Bargaining Agreement shall be extended for a period of one (1) year, which shall now expire on June 30, 2027.
2. The wage scales for all members of the Union shall be adjusted as follows:
 - Rates of pay shall be increased by \$1.00 per hour at all levels, effective January 7, 2024.
3. All members of the Union shall receive a 3.0% pay raise effective July 1, 2026.
4. The Parties acknowledge that all other provisions of the Collective Bargaining Agreement shall remain in force and carry over until the expiration date contained in this Extension Agreement and this Extension agreement is conditioned upon the acceptance by the City of Novi and the City of Novi Paid on Call & Auxiliary Fire Fighters Association **MAFF**.

City of Novi

By: Justin Fischer
Its: Mayor
Date:

By: Cortney Hanson
Its: City Clerk
Date:

By: Tia Gronlund-Fox
Its: Director of Human Resources
Date: 2-7-2024

Michigan Association of Firefighters - MAFF

By: Matt Tunnard
Its: Union President
Date: 2/7/24

By: Joe O'Connor
Its: Business Agent
Date: 2/7/24

**Appendix A
Wage Schedule**

| Level | 2.5% 7/1/2023 | + \$1.00 COLA 7/1/2023 | 2.5% 7/1/2024 | New Rate 2.5% 7/1/2024 | 3.0% 7/1/2025 | New Rate 3.0% 7/1/2025 | 3.0% 7/1/2026 |
|-------------------|--|-----------------------------------|------------------|-----------------------------------|------------------|-----------------------------------|--------------------------|
| | | | | | | | * EXTENSION |
| Recruit | 14.750 | 15.75 | 15.118 | 16.14 | 15.571 | 16.63 | 17.13 |
| I | 16.81 | 17.81 | 17.23 | 18.26 | 17.746 | 18.80 | 19.37 |
| II | 20.45 | 21.45 | 20.96 | 21.99 | 21.59 | 22.65 | 23.33 |
| III | 23.19 | 24.19 | 23.77 | 24.79 | 24.48 | 25.54 | 26.30 |
| Auxiliary | 23.19 | 24.19 | 23.77 | 24.79 | 24.48 | 25.54 | 26.30 |
| Captain | Officer's Annual Stipend (paid in quarterly installments) | | | | | | |
| Lieutenant | \$1200.00 | | | | | | |
| Mechanic | \$ 900.00 | | | | | | |
| | \$ 600.00 | | | | | | |

Appendix B
Training Cost Reimbursement Agreement
(Form Attached)

CITY OF NOVI
TRAINING COST REIMBURSEMENT AGREEMENT

This Reimbursement Agreement is entered into between the City of Novi, a Michigan municipal corporation with Offices at 45175 Ten Mile Road, Novi, MI 48375 (the "City") and _____, an individual residing at _____ (the "Employee").

PREMISES

The Employee is employed by the City as a Paid-On-Call Firefighter/Auxiliary Firefighter.

The Employee has expressed an interest in obtaining certification as a Firefighter I/Firefighter II/Emergency Medical Technician, and needs to complete certain training to obtain the proper certifications.

The Employee recognizes that the cost of this training would be a significant expense for the City.

The City is willing to pay for the training the Employee needs to obtain certification as a Firefighter I/Firefighter II/Emergency Medical Technician, provided that the City is reimbursed in full for the cost of this training if for any reason the Employee fails to complete a minimum of two (2) years of service with the City as a Firefighter I/Firefighter II/ Emergency Medical Technician after completing this training.

AGREEMENT

THEREFORE, the City and the Employee agree as follows:

1. Subject to the prior approval of the City, the Employee shall register in a program to obtain certification as a Firefighter I/Firefighter II/Emergency Medical Technician.
2. The City shall pay the cost of this training (\$1,500 for FF I & FF II and \$1,500 for EMT) a total cost of three thousand dollars (\$3,000). An Employee that already has one of these credentials will only need to complete the other required training.
3. If the Employee's employment with the City as a Firefighter I/Firefighter II/EMT terminates prior to the Employee completing this training, the Employee shall reimburse the City in full for any actual training costs within one hundred eighty days (180) of the end of the Employee's termination of employment.

4. The Employee agrees to reimburse the City for any actual training costs if the Employee fails to complete a minimum of two (2) years of service with the City as a Firefighter I/Firefighter II/EMT after completing the training, as explained below.
 - A. Reimbursement shall be prorated on a monthly basis after completion of training and the Employee's obligation shall reduce by one hundred twenty five dollars (\$125.00) for each month of employment.
5. If employee fails a class during the training program he/she shall be removed from the training program and terminated from employment. There shall be no reimbursement required for such failed class.
6. If the Employee provides a minimum of two (2) years of service to the City as a Firefighter I/Firefighter II/EMT the Employee's obligation to reimburse the City for the cost of training shall end.
7. An appeal review board will review each breach of the training cost reimbursement agreement. The appeal review board will consist of a MAFF Executive Board Member, the City of Novi Human Resource Director and a Public Safety Administrative Executive. Should the board determine a hardship exists, a reduction, elimination or lesser reimbursement could be allowed.
8. In the event that the City incurs court costs, attorney fees, or any other costs in an effort to collect any money owed the City under this Agreement, the Employee shall reimburse the City for those costs, in addition to the actual training costs as may be determined by the judge.
9. The Employee acknowledges that he/she has been given the opportunity to review this Agreement with an attorney of his/her own choice prior to signing the Agreement.
10. If any portion of this Agreement is declared to be null, void, illegal, invalid, or otherwise unenforceable by any court of competent jurisdiction, the remainder of the Agreement shall remain and continue in full force and effect.

Dated this _____ day of _____, 20_____.

WITNESSES

CITY OF NOVI

EMPLOYEE