

**CITY OF ROYAL OAK
AND
PROFESSIONAL FIRE FIGHTERS,
LOCAL 431**

**EMPLOYER'S OFF-THE-RECORD COUNTER PROPOSAL THROUGH
THE MEDIATOR**

Tentative Agreement

March 7, 2024

- 1) Duration — 2 years
 - a. July 1, 2023 – June 30, 2024
 - b. July 1, 2024 – June 30, 2025
- 2) Wages – Section 16 B
 - a. July 1, 2023 — 4%, retroactive.
 - b. Market-based wage adjustment of \$725.60 effective upon ratification. (Applied after the 4% wage increase.)
 - c. Effective upon ratification, the uniform and cleaning allowance of \$725 will be rolled into base wage and those annual allowances will be eliminated moving forward.
 - d. July 1, 2024 (effective upon ratification) — 5% (Applied after the \$725 roll-in.)
 - e. The provisions in subsections b, c, and d would become effective the first full pay period after ratification by the City Commission.
- 3) Parental leave: The parties agree to continue to discuss this issue and it will be considered along with a city-wide policy.
- 4) Increase in number of paramedics in the ALS (Paramedic) Program

48.1 The City of Royal Oak recognizes that the provision of Advanced Life Support Services may be provided by the Royal Oak Fire Department. The City reserves the right to determine the number of Advanced Life Support (Paramedic) units, the number of paramedics, and the number of paramedics assigned to the program that shall be maintained as a part of the ALS program. The maximum number of assigned paramedics shall be 42 **48 of the 53.1 hour duty week that are licensed paramedics** effective upon ratification of this Agreement. The City also reserves the right to manage the program so as to provide a quality Advanced Life Support Service in the City of Royal Oak. It is recognized that members assigned to the paramedic program shall be cross trained as fire fighter/paramedics, shall be required to maintain their skills and qualification as fire fighters in addition to maintaining their paramedic licensure and shall perform any

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firefighter and any ALS related activities. Effective July 1, 2016, Captains shall not be program paramedics. Captains who maintain their ALS license shall receive a yearly annual stipend of \$1,200 which is not includable in FAC. Effective July 1, 2021, for pension purposes, a member who is a program paramedic for a minimum period of two years immediately prior to promotion to the rank of Captain, shall have his/her ALS premium vested for pension purposes at their previous rank. EMS Coordinators shall receive an annual stipend of \$1,200 which is not includable in FAC.

- 5) The Union accepts item #9 from the City's Proposal (Holidays)

Add Juneteenth and Martin Luther King Day as a paid holiday for 40 -hour employees

43.0 — HOLIDAYS

43.1 Fire department personnel working a forty (40) hour duty week shall receive ~~fifteen~~ (~~15~~) sixteen (16) paid Holidays. In addition, they shall receive annual compensation for 188.4 hours times their current hourly base wage. This payment shall be made by separate check in the full amount during the period between July 1st and July 31 each year during the life of this contract. The EMS Coordinator shall also be covered by this provision.

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Eve
7. Christmas Day
8. New Year's Eve
- 9. Martin Luther King Day**
- 10. Juneteenth**
- 11. Seven (7) Six (6) Personal Business Days**

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43.7 Employees working the 53.1 hour duty work week shall receive pay or compensatory time for ~~two hundred fifty~~ (250) ~~two hundred seventy-four~~ (274) hours in lieu of Holidays per fiscal year.

- 6) Increase amount of personal property reimbursement

61.0 — PROPERTY LOSS REIMBURSEMENT

61.1 All employees shall be reimbursed for on-duty property loss capped at \$100.00 ~~\$300.00~~ per item per year, upon presentation of paid receipts.

- 7) Increase in Union Business time off

9.3 (a) Officers and stewards of the Union shall be afforded time during regularly scheduled working hours without loss of pay to fulfill their employer/Union responsibilities including processing of grievances, administration, and enforcement of this Agreement.

(b) The Union shall be authorized to send elected delegate(s) with pay to attend conventions, conferences, or seminars relating to the administration of the collective bargaining agreement for up to a total of ~~seventy two~~ (72) ~~one hundred forty-four~~ (144) hours per fiscal year. If more than one delegate is scheduled on duty on that day that such convention, conference, or seminar occurs, the delegate(s) will attempt to trade work days to avoid a short shift. The Union shall give to the Employer a list of such elected delegates and shall notify the Employer prior to such leave.

(c) Unused leave time authorized by subsection B shall accumulate from year to year, and shall remain available for use by elected Union delegates in the manner described above.

- 8) The Union agrees to the language changes in Section 23.3 and 37.2. (See attached)

- 9) Extend moratorium on 10% premium sharing and PA 152 opt-out provisions.

47.2 Hospital and Surgical Insurance

(c) Employees will pay ten percent (10%) of the premium per month for their healthcare choices. The payment will be adjusted at open enrollment in Spring each year thereafter. A member may select to have this deduction made on a pre-tax basis.

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The payment will either be deducted evenly from every pay or from the first two pays of every month at the City's discretion. Retirees who are eligible for healthcare shall not be subject to premium sharing.

1. Employee contributions for premium sharing for healthcare including prescription drugs shall be reduced from 20% to 10%. The calculation of employee contributions will continue to be based on the illustrative rates. The City will opt out of PA 152 to allow the 10% employee contribution. This provision will take effect for the plan year beginning April 2019.
2. The 10% premium sharing and PA 152 opt-out provisions in #1 above will continue for the succeeding contract and will not be subject to change or negotiations by either party, however, the moratorium on these issues shall expire on ~~June 30, 2023~~, June 30, 2025.

10) The Union accepts item #13 (LOA on Staffing) in return for the Employer's withdrawal of items #10 (Cadet Program) and #11 (Hiring Basic EMTs, up to 6). are withdrawn.

Letter of Agreement

The City of Royal Oak, (hereinafter, "City") and the Royal Oak Fire Fighters Union, Local 431, (hereinafter, "Union") are parties to a collective bargaining agreement for the period July 1, 2023 — June 30, 2025, further as a condition of that Agreement the Parties have agreed to the terms as set forth in this Letter of Agreement;

Now therefore the Parties agree to the following:

1. The City hereby agrees to maintain a 14-person daily minimum staffing up until June 30, 2026.
2. If the City wishes to reduce staffing below fourteen after June 30, 2026, the City will announce that decision to the Union 90 days before the decision takes effect.
3. The City hereby agrees that the promotional positioned as outlined in Parties' Collective Bargaining Agreement in Article 23, Section 4 shall remain in effect through June 30, 2026.
4. Within the 90-day period referenced above, the Union and the City agree to meet to negotiate over the effects of the staffing reduction to develop policies and procedures to protect firefighter safety.
5. The Union acknowledges that so long as the City provides a 90-day notice period and bargaining the effects of the decision, as stated in 3 and 4 above, the City has the right to reduce the daily staffing below fourteen, and that neither Section 6.3 nor any other section of the contract restricts that right.



Scott Loveday, President I-431

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Inspector Promotional Language (23.3)

Fire Inspector: Fire Captains, Fire Lieutenants, and Fire Sergeants with greater than 2 years in grade. If there are not at least 3 candidates, then the process will open to all Fire Sergeants. If there are still not enough candidates, the process will open to all firefighters in seniority order until there are at least 3 candidates.

Educational Requirements: FO I & II, BluCard online training.

Process: An application process shall be initiated 120 days prior to expiration or exhaustion of the current eligibility list. Applicants shall apply in writing using the form provided by the City. Copies of all relevant educational documents shall be included with the application. A written test shall be administered by EMPCO, or a mutually agreed upon testing agency. Testing materials will be mutually agreed upon by both parties and identified and provided to the employee no later than 60 days prior to the exam date. If the parties cannot come to an agreement on testing materials, the matter shall be decided by the Fire Civil Service Commission. 70% shall be considered a passing score. All candidates who achieve a passing score on the written exam shall be placed on the promotional list in seniority order. Each time a vacant Fire Inspector position is filled, it shall be offered to the first person on the list. This list shall be approved by the Fire Civil Service Commission, and shall have a duration of 2 years.

Fire Inspector II: The position of Fire Inspector II shall be filled by the current Fire Inspector I when a vacancy opens. If the promotion cannot be filled by the Fire Inspector I, then Fire Captains, Fire Lieutenants, and Fire Sergeants with greater than 2 years in grade will be eligible to apply. If there are not at least 3 candidates, then the process will open to all Fire Sergeants. If there are still not enough candidates, the process will open to all firefighters in seniority order until there are at least 3 candidates.

Educational Requirements: FO I & II, BluCard online training.

Process: An application process shall be initiated 120 days prior to expiration or exhaustion of the current eligibility list. Applicants shall apply in writing using the form provided by the City. Copies of all relevant educational documents shall be included with the application. A written test shall be administered by EMPCO, or a mutually agreed upon testing agency. Testing materials will be mutually agreed upon by both parties and identified and provided to the employee no later than 60 days prior to the exam date. If the parties cannot come to an agreement on testing materials, the matter shall be decided by the Fire Civil Service Commission. 70% shall be considered a passing score. All candidates who achieve a passing score on the written exam shall be placed on the promotional list in seniority order. Each time a vacant Fire Inspector position is filled, it shall be offered to the first person on the list. This list shall be approved by the Fire Civil Service Commission, and shall have a duration of 2 years.

EMS Coordinator: Fire Captains, Fire Lieutenants, and Fire Sergeants with greater than 2 years in grade. If there are not at least 3 candidates, then the process will open to Fire Sergeants. If there are still not enough candidates, the process will open to all firefighters in seniority order until there are at least 3 candidates.

Educational Requirements: FO I & II, BluCard online training.

Process: An application process shall be initiated 120 days prior to expiration of the current eligibility list. Applicants shall apply in writing using the form provided by the City. Copies of all relevant educational documents shall be included with the application. A written test shall be administered by EMPCO, or a mutually agreed upon testing agency. Testing materials will be mutually agreed upon by both parties and identified and provided to the employee no later than 60 days prior to the exam date. If the parties cannot come to an agreement on testing materials, the matter shall be decided by the Fire Civil Service Commission. 70% shall be considered a passing score. All candidates who achieve a passing score on the written exam shall be placed on the promotional list in seniority order. Each time a vacant EMS Coordinator is filled, it shall be offered to the first person on the list. Once selected, if the candidate is not IC (Instructor/Coordinator) certified, he/she shall attempt to gain IC status within one year or as soon as training is available. This list shall be approved by the Fire Civil Service Commission, and shall have a duration of 2 years.

Fire Marshal: The position of Fire Marshal shall be filled by the current Fire Inspector II when a vacancy opens. In the event the position of Fire Marshal cannot be filled by the Fire Inspector II, the vacancy shall be filled by the current, or most senior Fire Inspector I. In the event the position cannot be filled by the Fire Inspector II or I positions, the top three eligible candidates as determined by seniority in grade who apply for the position shall be required to sit for a written test administered by EMPCO, or a mutually agreed upon testing agency. Applicants shall apply in writing using the form provided by the City. Copies of all relevant educational documents shall be included with the application. Testing materials will be mutually agreed upon by both parties and identified and provided to the employee no later than 60 days prior to the exam date. If the parties cannot come to an agreement on testing materials, the matter shall be decided by the Fire Civil Service Commission. 70% shall be considered a passing score. All candidates who achieve a passing score on the written exam shall be placed on the promotional list in seniority order. Each time a vacant position of Fire Marshal is filled, it shall be offered to the first person on the list if there is no Fire Inspector, or the Fire Inspector does not accept the promotion. This list shall be approved by the Fire Civil Service Commission, and shall have a duration of 2 years.

23.4 All promotional vacancies created pursuant to retirement, termination, death or resignation shall be filled within thirty (30) days from the appropriate promotional eligibility list in effect at the time the vacancy is created.

Vacancies to be filled through the promotional procedure shall be maintained at not less than the following:

Fire Captains (3)
(1)

Fire Marshal (1)

Assistant Chief

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Fire Lieutenants (6)

Fire Inspector (1)

Fire Sergeants (9)
(1)

EMS Coordinator

37.2 The parties agree that the person holding Fire Inspection I & II, and Fire Marshal positions should be certified. Therefore, the City agrees to grant current job occupants an opportunity to become certified as soon as practicable, and all future members holding such positions will make every reasonable effort to become certified within one year of their appointment at City time and expense. ~~Certification shall govern promotion from Fire Inspector I to Fire Inspector II. When the Fire Inspector obtains his/her Fire Inspector II certification, he/she shall provide documentation of completion, then his/her promotion to Inspector II shall be processed.~~

CITY OF ROYAL OAK



By: DAVID ANNIS

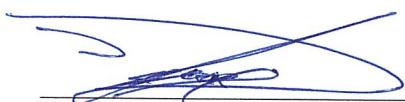
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ROYAL OAK PROFESSIONAL FIRE
FIGHTERS ASSOCIATION, LOCAL 431



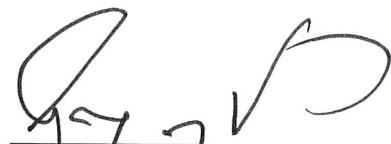
By: SCOTT LOVELADY

Date: 3/7/24



By: DENNIS VAN DE LAAR

Date: 3/7/24

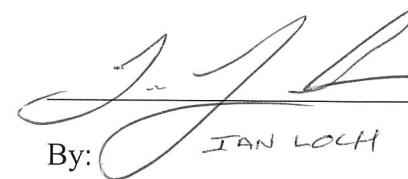


By: GREGORY VICK

Date: 3-7-24

By:

Date:



By: IAN LOCH

Date:

3/7/24