

Michigan Department of Labor  
Employment Relations Commission

City of Kentwood )

& )

Kentwood Fire Fighters Association )

RE: MERC

Case No. G89 A-0088

Findings and Award

On June 27, 1990, the Chairman was notified of his appointment. Following telephone discussions with the parties a pre-hearing meeting was held on Thursday, August 23, 1990. The pre-hearing conference reviewed the outstanding issues and reserved dates in November, 1990 for the hearing. In the meantime the parties were encouraged to continue their discussions in order to narrow the issues. Present at that meeting were representatives of the City of Kentwood and the Kentwood Fire Fighters Association.

On Thursday, November 8, 1990 at 10 a.m. the hearing was commenced at the Kentwood City Hall. The Chairperson was present as well as Jack Clary, City Delegate and Thomas Oosting, Union Delegate substituted for Dale Boersma as well as Cel Kelly, International Association of Fire Fighters.

At the request of the parties the hearing recessed at 10:20 a.m. in order for them to seek agreement (TR-9). At 3:00 p.m. the hearing reconvened and the panel received a report of the agreement reached between the parties. After considerable discussion the panel unanimously agreed to order that the Collective Bargaining Agreement arrived at by and between the parties be entered as the Order of the Arbitration Panel (TR 20,21).

Therefore, the award of the Arbitration Panel is that the Agreement reduced to writing by the parties and signed by them on December 13, 1990, and attached hereto is the unanimous award by this panel.

Richard Strichartz  
Richard Strichartz, Chairperson *RS*

Jack Clary  
Jack Clary, Delegate

Thomas Oosting  
Thomas Oosting, Delegate

RS/rcs

**A G R E E M E N T**

**between**

**CITY OF KENTWOOD**

**and**

**KENTWOOD FIRE FIGHTERS ASSOCIATION  
LOCAL 3174**

**Effective: November 8, 1990 through June 30, 1992**

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## AGREEMENT

AN AGREEMENT, entered into this 8th day of November, 1990, by and between the CITY OF KENTWOOD, hereinafter called "City" or "Employer", and the KENTWOOD FIRE FIGHTERS ASSOCIATION, Local 3174, hereinafter called the "Association", as follows:

### PREAMBLE

It is the intent and purpose of this City and the Association to work together harmoniously and to maintain a mutually advantageous relationship; and subject to the law and the requirements of public services, relationships can be improved by providing employees with an opportunity for greater participation and formulation and implementation of policies affecting the conditions of their employment.

### RECOGNITION

Section 1.1. Collective Bargaining Unit. The City hereby recognizes the Kentwood Fire Fighters Association, Local No. 3174, hereinafter referred to as the "Association," as the exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours of employment and other conditions of employment for all employees in the following described bargaining unit:

All full-time fire employees of the City of Kentwood occupying the rank of Fire Fighter, Fire Lieutenant, Fire Marshal and Fire Inspector or other supervisors in the Fire Department, BUT EXCLUDING the Fire Chief, Assistant Fire Chief, all clerical employees, and all other employees.

### REPRESENTATION

Section 2.1. Negotiation Committee. The City agrees to recognize a negotiating committee composed of three (3) employees, designated by the Association, one of which shall be the Association President. The negotiating committee shall represent the Association in meetings with the City for the purpose of collective bargaining and to process grievances in accordance with the grievance procedures in the Agreement. The Association shall advise the Employer in writing of the names of its committee members.

## ASSOCIATION SECURITY

Section 3.1. Association Membership. Except as provided herein, it shall be a condition of employment that all present and future employees in the bargaining unit shall either become and remain members of the Association or pay to the Association each month a service fee in the amount of the regular monthly Association dues within thirty (30) days after the signing of this Agreement or within thirty (30) days within the start of their employment, whichever is later. Each new employee shall be given a copy of the Collective Bargaining Agreement in effect at the time and a copy of the Association's By-laws, both of which shall be provided by the Association.

### Section 3.2. Dues Checkoff.

(a) During the life of this Agreement, the City agrees to deduct Association membership dues and assessments and service fees levied uniformly by the Association in accordance with the constitution and by-laws of the Association from the pay of each employee who has executed or who executes an authorization for checkoff of dues or service fees form, certified to the City by the treasurer of the Association. The deduction of dues shall cover the current pay period for which the dues deduction is made.

(b) The foregoing deduction, uniformly levied, shall be made bi-weekly unless otherwise agreed. The amount deducted by the City, together with a list of employees from whom wage deductions have been made, shall be transmitted to the treasurer of the Association once a month after said deductions are made.

(c) The Association agrees to indemnify and save the City harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee's pay of Association dues, assessment and service fees or in reliance on any list, notice, certification, or authorization furnished under these provisions. The Association assumes full responsibility for the disposition of the deductions so made once they have been sent to the Association.

(d) The City will make available to the treasurer of the Association names of all employees separated from the payroll, recalled or hired, on layoff or approved leave of absence.

## RESERVATION OF RIGHTS

### Section 4.1. Management Rights.

(a) The City Commission, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself and its designated representatives when so delegated by the City



Commission, all powers, rights, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and the United States. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines to provide such service; to determine the size of the work force and to increase and decrease the number of employees retained; to hire new employees; to determine the nature and number of facilities and departments and their location; to adopt, modify, change or alter the budget; to establish classifications of work; to combine or reorganize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the City's facilities; to direct the work force; to assign work and determine the location of work assignments and related work to be performed; to determine the number of employees to be assigned to operations; to establish work standards; to select employees for promotion or transfer to supervisory or other positions and to select the procedure for such promotion or transfer; to determine the number of supervisors; to make judgments regarding skill and ability and the qualifications and competency of employees; to establish training requirements for purposes of maintaining or improving the professional skills of employees and for advancement. All such rights are vested exclusively in the City and shall not be subject to the grievance and arbitration procedure established in this Agreement.

(b) The City shall also have the right to suspend, discipline or discharge employees for just cause; transfer, layoff and recall personnel; to establish reasonable work rules and to fix and determine penalties for violations of such rules; to establish and change work schedules and hours; to provide and assign relief personnel; to continue and maintain its operations as in the past, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement and, as such, they shall be subject to the Grievance and Arbitration Procedure set forth in this Agreement.

(c) It is further agreed by the parties that the enumeration of management prerogatives set forth above shall not be deemed to exclude other prerogatives not enumerated and, except as specifically abridged or modified by this Agreement, all rights, power and authority possessed by the City prior to the signing of this Agreement are retained by the City and remain within the rights of the City, regardless of whether such rights have or have not been exercised in the past.

## GRIEVANCE AND ARBITRATION PROCEDURE

Section 5.1. Definition of Grievance. For purposes of this Agreement, a grievance shall be defined as a complaint by an employee covered by this Agreement or the Association, during the term of this Agreement, concerning the application and interpretation of a specific provision or provisions of this Agreement as written.

Section 5.2. Grievance Procedure. All grievances shall be handled in the following manner:

Step I - Verbal Procedure. An employee with a grievance shall, within ten (10) days of the knowledge of the occurrence of the incident which gave rise to the grievance, discuss it with the Fire Chief or his designated representative, with the object of resolving the matter informally. If requested, a member of the Executive Committee may be present. The Fire Chief or his designated representative shall give a written answer within five (5) days.

(a) The Association may file a grievance on an alleged violation of the Agreement which concerns the bargaining unit as a whole, and such grievance shall be processed initially in accordance with the first step of the grievance procedure.

Step II - Written Procedure. If the grievance is not satisfactorily resolved at the verbal step, the grievance shall be reduced to writing and submitted to the Fire Chief within ten (10) days after the receipt of the answer in the verbal step. The written grievance shall name the employee(s) involved, state the facts giving rise to the grievance, identify all provisions of this Agreement by appropriate reference and state the contention of the employee or Association with respect to those provisions, indicate the relief requested and be signed by the aggrieved employee(s) and a majority of the Executive Committee. The Fire Chief shall place his written answer on the grievance form and return it to the aggrieved employee(s) or an Executive Committee member within ten (10) days.

Step III. If the grievance is not satisfactorily resolved at Step II, it may be appealed by submitting the grievance to the Mayor or his designated representative within ten (10) days following the receipt of the City's answer in Step II. Within ten (10) days after the grievance has been appealed, a meeting shall be held between representatives of the City and the Association's Executive Committee. Either party may have non-employee representatives present, if desired. The City shall place its written answer on the grievance and return the grievance to the Executive Committee within ten (10) days after the meeting.

Section 5.3. Arbitration Request. The Association may request arbitration of any unresolved grievance, which is arbitrable, by giving written notice of its intent to arbitrate, during the term of this Agreement, within twenty (20) working days following the receipt of the City's disposition in Step III of the grievance procedure. The time limit for a request for arbitration may be extended by mutual agreement. If written notice of intent to arbitrate is not given timely to the City, the grievance shall be considered settled on the basis of the City's last disposition.

Section 5.4. Selection of Arbitrator. If a timely request for arbitration is filed by the Association, the parties to this Agreement shall select by mutual agreement one (1) arbitrator who shall decide the matter. If the parties are unable to agree on an arbitrator, the arbitrator shall be selected by each party (using a coin toss to determine who goes first) alternately striking a name from a seven (7) member panel of arbitrators submitted by the Federal Mediation and Conciliation Service. The remaining name shall serve as the arbitrator, whose fees and expenses shall be shared equally by the Association and the City. Each party shall pay the expenses, wages and other compensation of its own witnesses and representatives.

Section 5.5. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and he shall be governed at all times wholly by the terms of this Agreement. The arbitrator shall have no power or authority to alter or modify this Agreement in any respect, directly or indirectly, or any authority to hear or determine any dispute involving the exercise of any of the City's inherent rights not specifically limited by the express terms of this Agreement. Further, the arbitrator shall not be empowered to consider any question or matter outside this Agreement or pass upon the propriety of written warnings administered to employees covered by this Agreement, set any wage rate or specify the terms of a new Agreement. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitrator's decision shall be final and binding upon the Association, the City and employees in the bargaining unit, provided, however, that either party may have its legal remedies if the arbitrator exceeds his jurisdiction as provided in this Agreement.

Section 5.6. Time Computation. Saturdays, Sundays and holidays recognized by this Agreement shall not be counted under the time procedures established in the grievance procedure.

Section 5.7. Time Limitations. The time limits established in this grievance procedure shall be followed by the parties hereto. If the Association fails to present a grievance in time or advance it to the next step in a timely manner, it shall be considered to be withdrawn. If the time procedure is not followed by the City,

the grievance shall automatically be advanced to the next step, including arbitration upon request. The time limits established in the grievance procedure may be extended by mutual agreement provided the extension is reduced to writing and the period of extension is specified.

Section 5.8. Grievance Resolution. All grievances which are satisfactorily resolved at any step of the grievance procedure, if the grievance has economic implication, must be approved in writing by the City Commission at its next regularly scheduled meeting before they are binding on the City. The time limits set forth in the grievance procedure shall be stayed during the period in which such grievance resolutions are referred to the City Commission under this Section.

Section 5.9. Lost Time. The City agrees to pay for all reasonable time lost by an employee during his regularly scheduled working hours while processing a grievance, provided, however, the City reserves the right to revoke this benefit if, in its judgment, the privilege is being abused. Lost time shall be compensated at the employee's straight time regular rate of pay.

Section 5.10. Multi-Forum. The Association acknowledges on behalf of itself that arbitration is provided herein as the resolution vehicle for grievances concerning the application and interpretation of this Agreement. In consideration for arbitration, it is agreed that any claim arising under this Agreement may be submitted initially and not as a matter of review or appeal, to only one forum. If arbitration is selected, right to pursue the claim in any other forum is waived. If another forum is selected, right to arbitration under the Agreement is expressly waived.

#### NO STRIKE - NO LOCKOUT

#### Section 6.1. Prohibitive Conduct.

(a) The Association acknowledges that the employees covered by this Agreement are sworn to uphold the law and because of prohibition of strikes in Act 336, State of Michigan Public Acts of 1946, as amended, and its commitments hereunder, the Association agrees that neither it nor its members will for any reason, directly or indirectly call, sanction or engage in any strike, walkout, slowdown, stay away, limitations of service, boycott of a primary or secondary nature, picketing or any other activities that may disturb, restrict or interfere with the services provided by the Employer and its peaceful operations. The Employer agrees that during the term of this Agreement, it will not lock out any employee covered by this Agreement.

(b) Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slow-down or strike may be disciplined or discharged in the sole discretion of the Employer. It is understood and agreed that the question as to whether the actions of employees constitute such proscribed activities may be subject to the grievance procedure.

#### HOURS OF WORK AND OVERTIME

Section 7.1. Work Schedule. The scheduled workweek shall be forty (40) hours and the scheduled workday shall be ten (10) hours (four (4) out of five (5) consecutive days) for fire suppression personnel and eight (8) hours for fire prevention personnel. The scheduled work hours for fire suppression shall be 7:00 a.m. to 5:00 p.m. and for fire prevention shall be 8:00 a.m. to 5:00 p.m. Fire suppression personnel shall eat lunch on duty. Fire prevention personnel shall have a nonpaid one (1) hour lunch period. The City reserves the right to schedule additional ten (10) hour shifts to begin at times other than at 7:00 a.m. and workweeks beginning on days other than Monday, when the department is expanded with additional personnel.

Section 7.2. Overtime Premium. All employees are expected to work reasonable amounts of overtime upon request. Time and one-half the employee's straight time hourly rate of pay shall be paid for all hours in excess of forty (40) in one workweek. Work on Sundays shall be paid at two (2) times the employee's straight time hourly rate of pay unless Sunday is a regularly scheduled workday, in which case two (2) times the employee's straight time hourly rate shall be paid for the seventh (7th) consecutive day of the workweek.

Section 7.3. Call Back. An employee called back to work shall be guaranteed a minimum of two (2) hours of pay or work provided that such call back is not contiguous with the employee's regularly scheduled shift.

Section 7.4. Overtime Opportunity. All full-time fire suppression employees will have available overtime distributed and rotated within each district starting with the most senior employee in the classification affected. Employees excused from overtime assignment will be charged as if they had worked the overtime.

Section 7.5. Compensatory Time. The June 27, 1990, policy on "Comp Time" shall be incorporated herein and shall be a part of this Agreement as Appendix B.

Section 7.6. Hourly Rate Definition. Employees who are scheduled to work a forty (40) hour workweek shall have an hourly rate determined by dividing the annual rate by 2080 hours.

Section 7.7. Shift Exchange. Employees may exchange shifts if advance approval is obtained from the Chief, and there shall be no liability for overtime pay as a result of the shift exchange.

## SENIORITY

Section 8.1. Seniority Definition. Seniority shall be defined to mean the continuous length of the employee's service with the Employer in the Fire Department commencing from the last date of full-time employment. The application of seniority shall be limited to the preferences recited in this Agreement.

Section 8.2. Probationary Period. All new employees shall be considered probationary employees for a period of one (1) year from date of full-time employment, provided, however, that such probationary period shall be extended for a period of time equal to the time that an employee is absent from duty due to schooling or personal reasons if such period of absence is greater than fourteen (14) consecutive days. Upon completion of the probationary period, the employee shall be placed on the seniority list and shall have seniority starting from his last date of full-time employment. The Association shall represent probationary employees for the purposes of collective bargaining; however, probationary employees may be laid off or terminated by the Employer at any time without regard and recourse to this Agreement.

Section 8.3. Seniority List. The seniority list for each bargaining unit shall show the names, classifications and rank of all employees in the bargaining unit. The Employer will keep the seniority lists up to date from time to time and will furnish to the Association an up-to-date list at least once per year. Employees who are employed on the same date shall be placed on the seniority list in alphabetical order of surnames.

Section 8.4. Loss of Seniority. An employee's seniority with the Employer shall terminate for the following reasons:

- (a) He quits or retires.
- (b) He is discharged or terminated.
- (c) He is absent for three (3) shifts without properly notifying the Employer and supplying a satisfactory reason for such absence, if at all possible. This Section is not to be construed to limit the Employer's right to issue discipline for any unjustified absence.
- (d) He fails to return to work upon recall or at the specified date at the termination of any leave of absence, unless otherwise excused.

(e) He is on layoff or unpaid leave of absence for a period of twenty-four (24) consecutive months.

Section 8.5. Indefinite Layoff. When an employee is to be laid off due to a reduction of the work force, the following procedure will be applied:

(a) The first employee to be laid off shall be the probationary employee. If further layoffs are necessary, the Employer agrees to lay off the employee with the least seniority in the rank and classification affected, provided, however, the senior employee has the experience and training to perform the required work.

(b) If it is necessary to reduce a Lieutenant from the force, such employee may replace a Fire Fighter if he has the greater seniority and the experience and training to perform the required work. A Lieutenant who replaces a Fire Fighter under the procedure established herein shall receive the Fire Fighter's rate of pay.

(c) Whenever practicable, the Employer agrees to give two (2) weeks', fourteen (14) days', advance notification of layoff.

Section 8.6. Recall. Recall to work shall be accomplished in the following manner:

Employees with the greater seniority in the rank and classification affected shall be recalled first and thereafter in the order of the employee's seniority, provided, however, that the recalled employee has the experience and training to perform the required work.

Section 8.7. Shift Bidding. All employees who have completed their probationary period shall be allowed to bid their shifts by seniority. If insufficient experienced personnel bid on a shift, the Chief may assign the necessary experienced employee with the least seniority to the shift if volunteers are not otherwise obtained. Shift bidding shall not occur more than once per year unless otherwise mutually agreed.

Section 8.8. Station Bidding. Employees classified as Fire Fighter may bid for station assignments. Bids shall be submitted by December 1 and shall be awarded beginning January 1 for the duration of one year. Awards of bids shall be based upon the employee's seniority. Notwithstanding this bid procedure, all Fire Fighters must work at least four (4) months in each fire station. Additionally, the Chief shall be authorized to assign an employee to a station contrary to an employee's bid if he determines that such assignment is necessary or desirable.

**Section 8.9. Promotions.** All promotions from the classification of Fire Fighter to Lieutenant from among bargaining unit employees shall be conducted in the following manner:

(a) The promotional procedure shall consist of a competitive process to determine a pool of the most qualified applicants. The procedure shall include a written examination and an oral board examination, and in case of ties, seniority shall be the determining factor. All examination material, tests and scores, shall be confidential and maintained only by the Chief. Test scores shall be posted by test numbers only. In determining each applicant's score, the written examination shall be weighted fifty percent (50%) and the oral board shall be weighted fifty percent (50%).

(b) A minimum of four (4) years' Fire Fighter experience is required in order to take the promotional examination. A passing score of a minimum of seventy-five percent (75%) is required in order to be eligible to take the oral board examination.

(c) The oral board shall consist of four (4) individuals, two (2) of which shall be from outside of the department from other fire departments holding the rank of Lieutenant or above. The oral board records shall be kept confidential by the Chief.

(d) The five (5) highest ranking applicants shall constitute a pool of applicants from which the Chief shall select the person who will be awarded the rank of Lieutenant. The Chief shall have absolute discretion in his selection from among the five (5) highest ranking applicants and shall not be limited to the order of ranking among the five (5).

(1) Following selection of one (1) candidate, the applicant who had ranked sixth (6th), will then be added to the pool list and will be eligible for consideration during the next opening that occurs during the active period of the pool list.

(2) The pool list shall remain active for a period of two (2) years from the date that it was posted following the promotional procedure. However, in the event that there are fewer than five (5) applicants within the pool, at the discretion of the Chief, the pool list may be voided and a new promotional process conducted.

**Section 8.10. Transfer from Bargaining Unit.** If the employee is transferred to a non-bargaining unit position with the Employer and is thereafter transferred back to a position within the bargaining unit, the employee's seniority shall include all time spent in the non-bargaining unit position. The Association acknowledges, however, that the Employer retains the sole right to determine the wages, hours and conditions of employment for all non-bargaining



unit employees including the right of whether the employee can return to the bargaining unit.

## LEAVES OF ABSENCE

Section 9.1. Seniority Accumulation. Seniority shall continue on all approved leaves of absence unless otherwise specifically provided in one of the leaves of absence sections of this Agreement. Benefits such as vacation, sick leave and insurance do not accrue or continue during any leave of absence unless otherwise specifically provided in one of the leaves of absence sections of this Agreement.

Section 9.2. Personal Leaves of Absence. Employees may be granted a non-paid leave of absence upon good cause shown at the discretion of the Employer. All requests shall be submitted in writing to the Chief. Any non-paid leave of absence shall be without accumulation of fringe benefits or insurance provided in this Agreement if such leave exceeds thirty (30) days. An employee may continue insurance coverage upon payment in advance of the required premiums.

Section 9.3. Paid Sick Leave. Employees shall earn and be granted paid sick leave according to the following provisions:

(a) Sick leave may be used when an employee is too ill or injured to work. Any illness or injury which would not affect the safety of persons or property while performing job duties does not qualify an employee for sick leave. The City reserves the right to require satisfactory proof of the employee's illness or injury.

(b) Full-time employees shall accumulate sick leave hours at the rate of twelve (12) hours for each month of employment.

(c) The maximum accumulation of sick leave shall be one thousand two hundred eighty (1280) hours.

(d) Payment of unused and accumulated sick leave will be paid to any employee who dies, retires, or who terminates in good standing after five (5) full continuous years of employment. The employee or his estate shall be paid at the rate of one dollar (\$1.00) per eight (8) hours of accumulated sick leave up to a maximum of six hundred forty (640) hours times the actual continuous years of employment with the City.

(e) Sick leave pay may be paid in full hourly increments.

(f) An employee requesting time off to obtain professional medical or dental care shall not be charged sick leave time when such time does not exceed two (2) hours.

(g) Subject to discretionary approval by the department head or Personnel Director in his absence, if an emergency crisis occurs due to illness of a member of the employee's immediate family, paid sick leave days may be granted for a period not to exceed five (5) days. Immediate family shall mean the employee's current spouse, children, father, mother, brother, sister, grandparents, father-in-law and mother-in-law.

(h) In case of work-incapacitating injury or illness for which an employee is, or may be, eligible for work disability benefits under the Worker's Compensation law, such employee, with the approval of the department head and the City Commission, at its next regular meeting, may be allowed salary payments which, with his work disability benefit, will equal his regular salary or wage for a period not to exceed twenty-six (26) weeks. Sick leave will be utilized to the extent of the difference between such payment and the employee's regular salary or wage.

Section 9.4. Funeral Leave. A leave of absence shall be provided for up to three (3) days immediately following the date of death in the employee's immediate family. If time is lost from the employee's work schedule, the time lost shall be deducted from the employee's accumulated sick leave. If out-of-state travel is necessary, the leave may be extended to five (5) days, upon approval of the Chief. Immediate family shall include: current spouse, children, step-children, father, step-father, mother, step-mother, sister, step-sister, brother, step-brother, grandchildren, grandparents, mother-in-law and father-in-law.

Section 9.5. Jury Leave. Employees summoned by the Court to serve as jurors shall be given a jury leave of absence for a period of their jury duty. For each day that an employee serves as juror when the employee otherwise would have worked, the employee shall receive the difference between the employee's straight-time regular rate of pay for eight (8) hours or ten (10) hours, whichever is the employee's schedule, and the amount the employee receives from Court, including mileage, up to a maximum of forty-five (45) days per year. In order to receive jury duty pay from the Employer, an employee must:

(a) Give the Chief reasonable advance notice of the time that the employee is required to report for jury duty;

(b) Give satisfactory evidence that the employee served as a juror at the summons of the Court on the day that the employee claims to be entitled to jury duty pay; and

(c) Return to work promptly if, after he is summoned by the Court, he is excused from jury duty service.

Section 9.6. Non-Paid Disability Leave. An employee may be granted a non-paid disability leave not to exceed twelve (12)

months. Any disability due to pregnancy shall be treated as any other disability leave. Fringe benefits and insurance shall be treated in accordance with the provisions specified in Personal Leaves of Absence.

## HOLIDAYS

Section 10.1. Recognized Holidays. The following holidays are those which shall be recognized and observed:

New Year's Day	Labor Day
Good Friday ( $\frac{1}{2}$ day)	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Fire suppression personnel shall receive ten (10) hours for each holiday. Fire prevention personnel shall receive eight (8) hours for each holiday.

Section 10.2. Holiday Observance. In the event a holiday falls on a Saturday, the preceding Friday shall be observed. In the event a holiday falls on a Sunday, the following Monday shall be observed.

Section 10.3. Vital Services. In no instance shall the vital services of the City be interrupted by reason of observance of any of these holidays.

Section 10.4. Floating Holidays.

(a) Employees will accrue forty-four (44) hours of floating holidays, the use of which is limited by the following conditions:

(1) None of the holidays may be used during the first six months of the employee's probationary period.

(2) Use of a holiday(s) will not conflict with the work schedule nor with scheduled time off of more senior employees.

(3) If the limitations expressed above cannot be overcome, the remaining floating holiday(s) will be lost at the beginning of the next contract year following the employee's date of hire.

(b) Floating holidays shall be scheduled in advance with the department head's approval.

## VACATIONS

Section 11.1. Vacation Benefits. Full-time employees shall earn vacation leave with pay at their regular rate in accordance with the following schedule, provided the employee has completed fifty-two (52) weeks of work immediately preceding his anniversary date of hire (absence due to paid sick leave, vacation or leave of absence of less than thirty (30) days shall be credited as time worked):

Fire Suppression - After one (1) year:	50 hours	50 hours' pay
Fire Prevention - After one (1) year:	40 hours	40 hours' pay
Fire Suppression - After two (2) years:	100 hours	100 hours' pay
Fire Prevention - After two (2) years:	80 hours	80 hours' pay
Fire Suppression - After five (5) years:	120 hours	120 hours' pay
Fire Prevention - After five (5) years:	120 hours	120 hours' pay
Fire Suppression - After six (6) years:	10 hours for each additional year to a maximum of 200 hours' pay.	
Fire Prevention - After six (6) years:	8 hours for each additional year to a maximum of 160 hours' pay.	

Section 11.2. Pay Instead of Vacation. Employees may buy back a portion of their vacation that is earned each year in accordance with the following rules:

(a) Employees who earn fifty (50) hours' (forty [40] hours fire prevention) vacation are not eligible to buy back any portion of their vacation entitlement.

(b) Employees who earn one hundred (100) hours or more (Eighty (80) hours fire prevention) vacation hours in any one year are eligible to buy back up to one-half of that year's vacation entitlement (one [1] request per year). To qualify for payment the employee must take a minimum of fifty (50) consecutive work hours' (forty [40] for fire prevention) vacation in the current entitlement year. The employee may then choose to buy back up to one-half of his entitlement, use the remaining time for vacation, carry over remaining time to the next year, or any combination above, provided a maximum of two hundred (200) hours' accumulation is not exceeded (one hundred sixty [160] for fire preventions).

(c) No payment or time off will be provided for any accrued vacation in excess of two hundred (200) hours (one hundred sixty [160] fire prevention).

## INSURANCE

### Section 12.1. Hospitalization Insurance.

(a) Commencing the first full month following ratification of this Agreement, upon completion of sixty (60) days of work, a full-time employee shall receive fully paid for himself and his dependents an MVF-1 Blue Cross/Blue Shield policy with a Master Medical and Ward rider as provided by the City. If the employee chooses, the City shall provide coverage through an HMO program at no additional cost to the City.

(b) The City reserves the right to select the insurance carrier and/or to institute a self-insured program, provided that the benefits available to the employee are substantially equivalent or better, other than the administration of said Plan.

(c) Upon completion of sixty (60) days of work, full-time employees and their dependents shall be entitled to a two dollar (\$2.00) co-pay prescription drug program. The City shall select the insurance carrier or shall establish a self-insured program.

### Section 12.2. Dental Plan.

(a) All employees and their dependents shall be covered by the Delta Dental Plan of Michigan or an equal benefit plan or better as may thereafter be adopted by the City, including self-insurance. Plan specifications include the following:

(1) Class I Benefits: Diagnostic, Preventive, Emergency Palliative, Radiographs, Oral Surgery, Restorative, Periodontics, Endodontics.

(2) Class II Benefits: Prosthetic Appliances.

(b) The maximum benefits for all Class I and Class II will be six hundred dollars (\$600) per family per contract year. The City will pay the total premium for any of the above.

(c) The employee will pay 20% and the insurance will pay 80% of the actual cost up to six hundred dollars (\$600) per person per contract year.

Section 12.3. Cost Containment. The parties agree to a cost containment program that includes:

(a) The PREVENT program, that is, a pre-certification to verify necessary treatment, offered by the carrier of the City's traditional hospitalization plan - Blue Cross/Blue Shield;

(b) Increasing the Master Medical deductibles from the current \$50/\$100 to \$100/\$200.

(c) An optical program which would be wrapped into the existing traditional Blue Cross/Blue Shield.

Section 12.4. Term Life Insurance. Commencing the first full month following completion of ninety (90) days of work, a full-time employee shall receive a fully paid term life insurance policy. The amount of the policy will be the same as the employee's annual salary to the nearest one thousand dollars (\$1,000). The value of each employee's policy will be updated annually on or about July 1st. The minimum value of any policy will be fifteen thousand dollars (\$15,000). The amount of the policy will be doubled in case of accidental death.

Section 12.5. Insurance Premiums. All insurance premiums shall continue through the month in which an employee is laid off or terminated. Commencing the first month next succeeding, the employee must assume the required premiums in order to keep the insurance in effect.

#### LONGEVITY

Section 13.1. Longevity Schedule. Employees will be granted longevity payments in addition to established salary, expressed as a percentage of annual salary as follows:

After 5 years -	2%
After 10 years -	4%
After 15 years -	6%
After 20 years -	8%
After 25 years -	10%

New employees hired after the date of this Agreement shall not be eligible for longevity benefit.

Section 13.2. Longevity Payments. Longevity payment shall be made in a lump sum at the end of the first payroll period after each employee's anniversary date.

Section 13.3. Longevity Base. Longevity payments shall be determined according to the employee's base gross salary up to a maximum of twenty thousand dollars (\$20,000) excluding overtime, call-in or call-back pay.

Section 13.4. Proportionate Longevity Payments. Proportionate payments shall be made upon termination of employment, retirement or to the employee's beneficiary in case of death.

## WAGES

Section 14.1. Wages and Classifications. Attached as Appendix "A" is a schedule of salary rates for all classifications included within the bargaining unit. Appendix "A" reflects the following wage increases:

(a) Effective the first pay period on or after July 1, 1990, a four (4%) percent increase.

(b) Effective the first pay period after settlement on November 8, 1990, an additional amount equal to one-half percent ( $\frac{1}{2}\%$ ) of the rates effective on July 1, 1989.

(c) Effective the first pay period on or after July 1, 1991, a four percent (4%) increase.

Section 14.2. Pay Period. Each employee shall receive his paycheck bi-weekly. However, the Employer reserves the right to alter the pay period in order to accommodate accounting practices of the City. However, no change in pay periods shall diminish the amount due to each employee in any calendar year.

Section 14.3. Assignment Out of Classification. If the Chief or designee directly orders an employee to act in the capacity of the Lieutenant during the absence of the Lieutenant, the employee shall receive a premium of five percent (5%) per hour while working in the assignment.

## MISCELLANEOUS

Section 15.1. Policy and Procedures. The Employer reserves the right to establish reasonable rules, regulations, policies and procedures not inconsistent with the provisions of this Agreement. Such rules, regulations, policies and procedures shall be available for inspection and review by employees if such rules, regulations, policies and procedures concern working conditions. If the Association believes that such rules, regulations, policies and procedures (including new rules, regulations, policies and procedures) are inconsistent with the terms of this Agreement, a grievance may be filed within five (5) days after the establishment of such rules, regulations, policies and procedures and thereafter considered in accordance with the Grievance and Arbitration Procedure.

Section 15.2. No Discrimination. There shall be no discrimination against any employee or employees by either the Employer or the Association in regard to hiring, tenure of employment, promotions, transfers or other conditions of employment because of race, color, creed, sex, age or religion. Grievances under this Section shall

not be subject to the arbitration procedure provided for in this Agreement.

Section 15.3. Legal Assistance. The City shall provide appropriate insurance coverage and legal assistance and defense for employees who are subjected to civil litigation arising from incidents and events which occur as a result of the performance of their duties. The City shall have the right to settle and compromise all claims.

Section 15.4. Discharge and Discipline.

(a) The City agrees that it shall not discipline or discharge an employee except for just cause.

(b) An employee, upon request, shall be entitled to representation by an Association representative at any hearing or meeting in which the employee is in attendance and which is conducted by the City where such hearing or meeting may reasonably lead to the disciplinary suspension or discharge of such employee.

(c) An employee who has been discharged or suspended without pay may consult with his Association representative before he is required to leave the premises, provided that such consultation is conducted in a manner which will not interfere with the general public or the City's operations.

(d) An employee who is given a disciplinary warning notice, disciplinary suspension or discharge shall receive such notification and reasons in writing. For informational purposes only, the Association shall be given a copy of such warning, suspension or discharge notices.

(e) An employee shall be entitled to personnel information in accordance with the Employee Right to Information Statute.

(f) If an employee's work record is free of discipline for a period of two (2) years, the City will not take into account any prior infractions more than two (2) years old in imposing discipline.

Section 15.5. Residency. All employees must reside within five (5) miles of any Kentwood Fire Station. If the department adopts a twenty-four (24) hour or more work schedule for employees, the five (5) mile residency rule shall be abandoned.

Section 15.6. Uniforms. The City will provide specified uniforms and approved accessories for all full-time employees within the department. Such uniforms shall include:

uniform shirts  
uniform pants

badges  
logo caps and hats



summer shirts  
shoes or boots  
t-shirts  
socks  
belts  
name tags

sweat shirt  
sweat pants  
gym shoes  
coats (winter & spring)  
coveralls (nomex & plain)

**Section 15.7. College Credit Pay.** A college credit incentive pay shall be granted in addition to an employee's regular salary in accordance with the following schedule. Credit hours must be fire science and/or fire administration oriented as determined by the Chief and the Mayor. Eligibility shall be determined on September 1 of each year and payment shall be made during the pay period nearest November 1.

30 hours	\$150 per year
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A.A. degree (Fire Science and/or Administration)	300 per year
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A.B. degree*	500 per year
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Fire Science and/or Administration	600 per year
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\* [30 hours or 25% must be Fire Science and/or Administration oriented courses]

**Section 15.8. First Responders.** The minimum qualifications for all Fire Fighters shall be as first responders.

**Section 15.9. Bulletin Board Space.** The Employer shall provide four feet by four feet (4' x 4') of space on bulletin boards for the use of the Union in the fire stations at convenient locations accessible to employees. Only notices of official Union functions and business shall be posted on the bulletin board. The City reserves the right to police and remove inappropriate and improper material posted.

**Section 15.10. Special Conferences.** Special conferences may be called by mutual agreement of the parties to consider matters of mutual concern. The party suggesting the conference shall submit an agenda subject to the approval of the other party before the conference is scheduled.

**Section 15.11. Employee Status.** The Employer shall submit written notice to the Union annually of the name, job title, company, station and effective date of actions affecting employees as follows:

- (a) appointment of new employees,

- (b) promotion,
- (c) transfer,
- (d) suspension,
- (e) termination by type (retirement, disability, voluntary, with cause),
- (f) authorized leave of absence without pay for one month or more, and
- (g) medical leave of absence for one month or more.

Section 15.12. Collective Bargaining Contract. The Employer shall make available to all employees in the bargaining unit a copy of this Agreement.

Section 15.13. Separability. Any part of this Agreement which shall conflict with applicable State or Federal law now or in the future shall be null and void, but only to the extent of the conflict; all other parts shall continue in full force and effect for the duration of this Agreement. Should any part of this Agreement become null and void due to a conflict with applicable State or Federal law now or in the future, the parties shall, upon notice, meet within thirty (30) days and renegotiate the part or parts so affected.

Section 15.14. Savings Clause. If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

Section 15.15. Mileage Allowance. The City agrees to reimburse employees for use of their personal cars while on assignment at a rate of \$0.22 per mile. If the price of unleaded gasoline shall exceed \$1.449 per gallon, an additional \$0.01 per mile shall be added to the allowance. If the price of unleaded, self-serve gasoline exceeds \$1.649 per gallon, the mileage allowance shall be subject to renegotiation between the parties. The gasoline station to be used in determining the price shall be the Four Star Service Station on the southeast corner of Stauffer and 44th Streets, S.E., or if said station is not operating, another station that shall be mutually agreed upon between the parties. Mileage vouchers shall be submitted and paid monthly.

Section 15.16. Pension Study Committee. A Pension Study Committee shall be formed with two representatives from the Association and two representatives from the City, to investigate and explore pension matters in preparation for negotiations upon the

termination of this Agreement. The Committee will begin work sixty (60) days after this Agreement is ratified and approved by the City Commission.

Section 15.17. Titles. Titles to the sections in this Agreement are for identification and indexing only and are not a part of the substantive terms of this Agreement.

Section 15.18. Gender. Reference to the male pronoun hereunder shall equally refer to the feminine gender, and vice versa.

Section 15.19. Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all claims which may be asserted in arbitration hereunder, or otherwise. Further, that this Agreement may be amended only in writing and signed by the appropriate representatives of the parties. The parties acknowledge that during the 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 understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement; therefore, the Employer and the Association for the life of this Agreement, each voluntarily and unqualifiedly waive 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 in this Agreement, or 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 or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

#### DURATION

Section 16.1. Term of Contract. This Agreement shall continue in full force and effect without change until midnight (Eastern Daylight Time), June 30, 1992. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to June 30, 1992, give written notice of termination. If neither party shall give notice to terminate this Agreement or to modify this Agreement, as hereinafter provided, this Agreement shall continue in effect from year to year after June 30, 1992, subject to modification by either party on sixty (60) days' written notice prior to June 30th of any subsequent year.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 13<sup>th</sup> day of December, 1990.

KENTWOOD FIRE FIGHTERS  
ASSOCIATION, LOCAL 3174

Dale A. Boersma  
H. Floyd Van Buren  
Mark L. Smith

CITY OF KENTWOOD

Lyndell J. DeLent  
John J. DeLent

# APPENDIX "A"

## WAGES

The following wages will be effective beginning the first pay period on or after the dates indicated below:

JULY 1, 1990 - NOV. 16, 1990	START	SIX MONTHS	ONE YEAR	TWO YEARS	THREE YEARS	FOUR YEARS
Fire Fighter	22,853 878.96 10.987	24,621 946.96 11.837	26,934 1035.92 12.949	29,139 1120.72 14.009	30,773 1183.56 14.795	32,402 1246.24 15.578
Fire Lieutenant						35,643 1370.89 17.136
Fire Inspector			27,339 1051.48 13.144	29,575 1137.51 14.219	31,234 1201.32 15.017	32,888 1264.93 15.812
Fire Marshal			28,453 1094.33 13.679	29,819 1146.87 14.336	31,452 1209.69 15.121	33,083 1272.42 15.905
NOV. 17, 1990 - JUNE 30, 1991						
Fire Fighter	22,963 883.19 11.0398	24,739 951.51 11.894	27,063 1040.90 13.011	29,279 1126.11 14.076	30,921 1189.25 14.866	32,558 1252.23 15.653
Fire Lieutenant						35,814 1377.48 17.218
Fire Inspector			27,470 1056.54 13.207	29,717 1142.98 14.287	31,385 1207.10 15.089	33,046 1271.01 15.888
Fire Marshal			28,589 1099.59 13.745	29,962 1152.38 14.405	31,603 1215.50 15.194	33,242 1278.54 15.982

JULY 1, 1991 - JUNE 30, 1992	START	SIX MONTHS	ONE YEAR	TWO YEARS	THREE YEARS	FOUR YEARS
Fire Fighter	23,882 918.52 11.4815	25,729 989.56 12.370	28,146 1082.52 13.532	30,450 1171.16 14.640	32,158 1236.84 15.461	33,860 1302.32 16.279
Fire Lieutenant						37,247 1432.56 17.907
Fire Inspector			28,569 1098.80 13.735	30,906 1188.68 14.859	32,640 1255.40 15.693	34,368 1321.84 16.523
Fire Marshal			29,733 1143.56 14.295	31,160 1198.48 14.981	32,867 1264.12 15.802	34,572 1329.68 16.621

## APPENDIX B

December 7, 1990

Beginning July 1, 1990, the City of Kentwood Fire Department will allow personnel to take Compensatory Time (Comp Time) instead of overtime pay under the following guidelines:

- a) Comp Time will be taken at  $1\frac{1}{2}$  times the number of hours worked (i.e. bank 4 Comp hours = 6 hours off).
- b) Comp Time on Sundays will be at 2 times the number of hours worked (i.e. bank 4 comp hours = 8 hours off).
- c) Time off request forms and Banking Hours forms will be submitted to Lt. Looman. Minimum manpower will prevail. Vacation time and Floating Holiday time will have priority. (i.e., If someone has Vacation or Holiday time already scheduled, he/she cannot be bumped by someone taking Comp Time. If you already scheduled Comp Time, you cannot be bumped by someone taking Vacation or Holiday Time. If Time off is requested by two people, one using Comp Time and one using Vacation or Holiday time, the Vacation or Holiday Time will be given priority.)
- d) Any time banked must be used on or before June 30 of that fiscal year. You will be paid for any time remaining on the books.
- e) If you bank Comp Time, the minimum you can bank per pay period is 4 hours.
- f) Within the fiscal year (July 1 through June 30), no more than 80 hours may be banked and used.