

6/30/95



A G R E E M E N T

between

CITY OF KENTWOOD

and

KENTWOOD FIRE FIGHTERS ASSOCIATION
LOCAL 3174

Kentwood City

Effective: July 1, 1992 through June 30, 1995



I N D E X

PREAMBLE	
RECOGNITION	1.1
Collective Bargaining Unit	
REPRESENTATION	2.1
Negotiation Committee	
ASSOCIATION SECURITY	3.1
Association Membership	3.2
Dues Checkoff	
RESERVATION OF RIGHTS	4.1
Management's Rights	
GRIEVANCE AND ARBITRATION PROCEDURE	5.1
Definition of Grievance	5.2
Grievance Procedure	5.3
Arbitration Request	5.4
Selection of Arbitrator	5.5
Arbitrator's Powers	5.6
Time Computation	5.7
Time Limitations	5.8
Grievance Resolution	5.9
Lost Time	5.10
Multi-Forum	
NO STRIKE - NO LOCKOUT	6.1
Prohibitive Conduct	
HOURS OF WORK AND OVERTIME	7.1
Work Schedule	7.2
Overtime Premium	7.3
Call Back	7.4
Overtime Opportunity	7.5
Compensatory Time	7.6
Hourly Rate Definition	7.7
Shift Exchange	
SENIORITY	8.1
Seniority Definition	8.2
Probationary Period	8.3
Seniority List	8.4
Loss of Seniority	8.5
Indefinite Layoff	8.6
Recall	8.7
Transfer from Bargaining Unit	8.8
Promotions	

Shift Bidding	8.9
LEAVES OF ABSENCE	
Seniority Accumulation	9.1
Personal Leaves of Absence	9.2
Paid Sick Leave	9.3
Funeral Leave	9.4
Jury Leave	9.5
Non-Paid Disability Leave	9.6
HOLIDAYS	
Recognized Holidays	10.1
Holiday Observance	10.2
Vital Services	10.3
Floating Holidays	10.4
Applicability	10.5
VACATIONS	
Vacation Benefits	11.1
Pay Instead of Vacation	11.2
INSURANCE	
Hospitalization Insurance	12.1
Dental Plan	12.2
Cost Containment	12.3
Term Life Insurance	12.4
Insurance Premiums	12.5
LONGEVITY	
Longevity Schedule	13.1
Longevity Payments	13.2
Longevity Base	13.3
Proportionate Longevity Payments	13.4
WAGES	
Wages and Classifications	14.1
Pay Period	14.2
Assignment Out of Classification	14.3
Pay Upon Promotion	14.4
MISCELLANEOUS	
Policy and Procedures	15.1
No Discrimination	15.2
Legal Assistance	15.3
Discharge and Discipline	15.4
Uniforms	15.5
College Credit Pay	15.6
EMT-D	15.7

Bulletin Board Space	15.8
Special Conferences	15.9
Employee Status	15.10
Collective Bargaining Contract	15.11
Separability	15.12
Savings Clause	15.13
Mileage	15.14
Pension Study Committee	15.15
Titles	15.16
Gender	15.17
Waiver	15.18
Definitions	15.19
Dual Employment	15.20
Care and Maintenance of Fire Stations	15.21
Food Allowance	15.22

DURATION

Term of Contract

16.1

AGREEMENT

AN AGREEMENT, entered into this 6th day of October 1992, effective July 1st, 1992, 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 Captain, 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.

Fire prevention personnel shall be scheduled a forty (40) hour

work week with an eight (8) hour work day beginning at 8:00 AM, Monday and ending at 5:00 PM, Friday with a one (1) hour non-paid lunch period each day.

Fire suppression personnel shall be scheduled to work nine (9) duty days of twenty-four and one-quarter hours (24 1/4) each in a twenty-seven (27) day tour of duty. An employee shall be assigned to work three (3) duty days in every nine (9) calendar days as follows: 1 on, 1 off, 1 on, 1 off, 1 on, 4 off. One additional day off (Kelly Day) shall be scheduled every sixteen (16) scheduled duty days.

Section 7.2. Overtime Premium. All employees are expected to work reasonable amounts of overtime upon request. Fire prevention employees shall be paid time and one-half the employee's straight time hourly rate for all hours worked in excess of forty (40) in one work week and double time for all work performed on Sunday. Fire suppression employees shall be paid time and one-half the employee's straight time hourly rate for all hours worked beyond the employee's regularly scheduled duty day and for all hours worked on the employee's regularly scheduled day off duty and for all hours worked in excess of 204 hours in one tour of duty. Sleep time of up to eight hours but not less than five hours within each duty day shall be excluded from compensable time.

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", as amended, is 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 work week shall have an hourly rate determined by dividing the annual rate by 2080 hours. Fire Suppression employees hourly rate shall be determined by dividing the annual rate by 2756 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 captain from the force, such employee may replace a lieutenant or fire fighter if he has the greater seniority and the experience and training to perform the required work. 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 captain/lieutenant who replaces a lieutenant/fire fighter under the procedure established herein shall receive the appropriate rate of pay for the position to which he was reduced.
- (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. 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.

Section 8.8. Promotions. All promotions within the Fire Suppression Division shall be from the bargaining unit employees. Promotions in the Fire Prevention Division may be from non-bargaining unit employees. The promotional procedure will 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. All examination material, tests and scores shall be

confidential and maintained by the Chief and Personnel Department. 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 examination shall be weighted fifty percent (50%). 1/12 point for each full month of service as a full time Fire Fighter with the City of Kentwood, maximum of ten (10) points, will be awarded for seniority. The cutoff point for calculating seniority will be the posted deadline for filing applications for the position(s).

(b) A minimum of four (4) years Fire Fighter experience is required in order to take the promotional examination. A composite passing score, written and oral examinations, of seventy-five percent (75%) is required in order to be considered further in the promotion process.

(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(s) who will be promoted. In the event of a promotion in the Fire Prevention Division, and there are fewer than five (5) bargaining unit employees who apply and/or fail to achieve a passing composite score, the Chief may seek applicants from outside of the bargaining unit in order to have a maximum of five (5) candidates from which to make selections. 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.

(e) All promotions will carry a six-month probationary period. During this period either the employee or the City may make the determination that the employee is

not suited for the position. If this is determined, the employee may return to the position held prior to the promotion, if it has not been filled. If it has been filled, the employee will be returned to the rank of fire fighter. Intradepartmental transfer, except by way of promotion, is not permitted.

Section 8.9. 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. Bids will be submitted by December 1 and shall be awarded beginning January 1 for a duration of one year.

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) Accumulation of sick leave shall be one thousand two hundred eighty (1280) hours' maximum.

(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) Fire Prevention employees 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. Fire Suppression employees shall schedule medical, dental and other personal appointments on their scheduled non-duty days.

(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, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew.

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

twenty-four (24) 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 within two (2) hours 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.

(a) The following holidays are those which shall be recognized and observed by Fire Prevention personnel:

New Year's Day	Labor Day
Good Friday (1/2 day)	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas' Eve (1/2 day)
Christmas Day	New Year's Eve (1/2 day)

Fire Prevention personnel shall receive eight (8) hours of their straight time hourly rate for each holiday.

(b) Fire Suppression personnel shall not receive holiday pay but shall receive time and one-half their straight time hourly rate for all hours worked on the recognized holiday listed below:

New Year's Day	Labor Day
Good Friday (1/2 day)	Thanksgiving Day
Memorial Day	Veteran's Day
Independence Day	Christmas Day

For purposes of eligibility for holiday pay, only those fire fighters who commence their regularly scheduled shift on the recognized holiday shall receive holiday pay and such pay shall be for the entire duty day.

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.

Section 10.5. Applicability. Sections 10.2 and 10.4 shall not be applicable to Fire Suppression personnel.

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 Prevention Personnel.

After one (1) year	40 hours' pay and leave
After two (2) years	80 hours' pay and leave
After five (5) years	96 hours' pay and leave
After six (6) years	8 hours for each additional year to a maximum of 160 hours' pay and leave.

Fire Suppression Personnel.

After one (1) year	two (2) duty days' pay and leave
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After two (2) years	four (4) duty days' pay and leave
After five (5) years	five (5) duty days' pay and leave
After seven (7) years	six (6) duty days' pay and leave
After nine (9) years	seven (7) duty days' pay and leave
After eleven (11) years	eight (8) duty days' pay and leave
After thirteen (13) years	nine (9) duty days' pay and leave

Fire suppression employees may accumulate up to a maximum of nine (9) duty days' vacation leave in an anniversary year. Vacation not taken during the anniversary year which would cause an accumulation beyond nine (9) days will be forfeited.

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

(a) Employees who earn 40 hours' vacation are not eligible to buy back any portion of their vacation entitlement.

(b) Employees who earn 80 hours or more vacation hours in any one year are eligible to buy back up to one-half of that year's vacation entitlement (one request per year). To qualify for payment the employee must take a minimum of 40 consecutive work hours' 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 one hundred and sixty (160) hours' accumulation is not exceeded.

(c) No payment or time off will be provided for any accrued vacation in excess of one hundred and sixty (160) hours.

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.

(3) Class III: Orthodontics

(b) The maximum benefits for all Class I and Class II will be eight hundred dollars (\$800) per family member per contract year. Orthodontics will be provided to a maximum of \$1000 per family member. The City will pay the total premium for any of the above.

(c) The employee will pay 25% and the insurance will pay 75% of the actual cost up to eight hundred dollars (\$800) 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 deductible from \$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 (\$1000). 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 (\$15000). 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 13 December 1990 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 (\$20000) 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, 1992 a five (5) percent increase for EMT-D qualified personnel - a three (3) percent increase for non-qualified personnel.
- (b) Effective the first pay period on or after July 1, 1993 a four (4) percent increase.
- (c) Effective the first pay period on or after July 1, 1994 a four (4) percent increase.
- (d) There will be a five (5) percent differential between the wages of Lieutenant/Inspector and Fire Fighter and a

five (5) percent differential between the wages of Fire Captain/Marshal and Lieutenant/Inspector.

(e) Fire fighters who attain the level of EMT-D subsequent to the date of this Agreement will receive the two (2) percent wage increase at the beginning of the pay period next after their certification date.

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 in the fire fighter classification to act in the capacity of an officer during the absence of said officer, the employee shall receive a premium half way between his current wage classification and the wage classification he is moving into. The new wage classification will be at the same step as the current wage classification.

Section 14.4. Pay Upon Promotion. Employees who are promoted to a different classification at a higher salary range shall move to the step which first gives an immediate annual salary increase.

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 ten (10) 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, religion or disability. 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. Uniforms. The City will provide specified uniforms and approved accessories for all full-time employees within the department. Such uniforms shall include:

uniform shirts	badges
uniform pants	logo caps and hats
summer shirts	sweat shirt
shoes and/or boots	sweat pants
t-shirts	gym shoes
socks	coats (winter & spring)
belts	coveralls (nomex & plain)
name tags	

The above items will be replaced as required and approved.

Section 15.6. 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 Fire 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
A.A. Degree (Fire Science and/or Administration)	\$300 per year
A.B. Degree*	\$500 per year
Fire Science and/or Administration	\$600 per year

* [30 hours or 25% must be Fire Science and/or Administration oriented courses.]

Section 15.7. EMT-D. The minimum qualifications for all fire fighters shall be as EMT-D.

Section 15.8. 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 15.9. 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 15.10. Employee Status.

(a) 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:

- (1) appointment of new employees
- (2) promotion
- (3) transfer
- (4) suspension
- (5) termination by type (retirement, disability, voluntary, with cause)
- (6) authorized leave of absence without pay for one month or more
- (7) medical leave of absence for one month or more.

(b) In the event a job opening or position becomes available in another department of the City, the City will provide such job opening - all positions - to the Association for posting in the Central Fire Station.

Section 15.11. Collective Bargaining Contract. The Employer shall make available to all employees in the bargaining unit a copy of this Agreement.

Section 15.12. 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 15.13. 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 15.14. 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 renegotiations 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 15.15. Pension Plan.

(a) The retirement plan shall be improved for the bargaining unit as follows:

(1) Effective July 1, 1992 the normal retirement age shall be reduced to age 59. All employees within the bargaining unit shall contribute one percent (1%) of their gross earnings into the plan. The plan shall provide for years of service not to exceed 26 years.

(2) Effective July 1, 1993 the normal retirement age shall be reduced to age 58. All employees within the bargaining unit shall contribute two percent (2%) of their gross earnings into the plan.

(3) Effective July 1, 1994 the normal retirement age shall be reduced to age 57. All employees within the bargaining unit shall contribute three percent (3%) of their gross earnings into the plan. Average annual compensation shall be determined by an average of the five (5) highest

compensated years within the last ten (10) years preceding retirement

(4) Effective July 1, 1995 the normal retirement age shall be reduced to age 56. All employees within the bargaining unit shall contribute four percent (4%) of their gross earnings into the plan.

(5) Effective July 1, 1996 the normal retirement age shall be reduced to age 55 and normal retirement benefits shall be equal to two and one tenth percent (2.1%) of the employees average annual compensation.

(6) Effective July 1, 1997 normal retirement benefits shall be equal to two and two tenths percent (2.2%) of the employees average annual compensation.

(7) Effective July 1, 1998 normal retirement benefits shall be equal to two and three tenths percent (2.3%) of the employees annual compensation.

(b) An employee who has or who attains twenty (20) years of service during the term of the contract may opt to retire during the term of the contract. This proviso will exist only during the term of this contract.

(c) The terms and conditions of the Pension Plan are set forth in greater detail in the Pension Plan.

Section 15.16. 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 15.17. Gender. Reference to the male pronoun hereunder shall equally refer to the feminine gender, and vice versa.

Section 15.18. 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.

Section 15.19. Definitions. Fire Prevention personnel shall include the classifications of Fire Inspector and Fire Marshal. Fire Suppression personnel shall include the classifications of Fire Fighter, Fire Lieutenant and Fire Captain.

Section 15.20. Dual Employment. Employees may engage in dual employment under the following conditions:

(a) The employee notifies the Chief in writing of intent to begin outside employment. The notice must be given at least one (1) week in advance of starting work and must include the name of the company and a brief description of the nature of the job.

(b) The chief will review the request to determine if a potential conflict of interest exists. If there is no conflict, the Chief will so notify the employee and the employee may accept the job with the understanding, however, that the Rules Regarding Dual Employment in the City's Personnel Manual are governing. If the Chief determines that there is a conflict, the Rules Regarding Dual Employment in the City's Personnel Manual govern.

Section 15.21. Care and Maintenance of Fire Stations. Fire Fighters will maintain living quarters, apparatus room and fire administration area with exception of one bathroom therein at the Central Fire Station, and all areas within the other two stations. When the next phase of the building is completed the Fire Fighters will no longer be responsible for the fire administration area.

Section 15.22. Food Allowance. A food allowance of \$5.00 per shift worked per person will be provided. Payment will be made to individuals quarterly on the basis of the number of actual shifts completed.

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, 1995. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to June 30, 1995 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, 1995, 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 27th day of October, 1992.

KENTWOOD FIRE FIGHTERS
ASSOCIATION, LOCAL 3174

[Signature]
- Dale Boersma
- William H. Mead

CITY OF KENTWOOD

[Signature]
[Signature]
[Signature]

APPENDIX A

WAGES

The following wages, which include the EMT-D status, will be effective beginning the first pay period on or after the dates indicated below:

JULY 1, 1992 - JUNE 30, 1993	START	SIX MONTHS	ONE YEAR	TWO YEARS	THREE YEARS	FOUR YEARS
FIRE FIGHTER W/ EMT-D	25,076 964.47 9.10	27,015 1039.06 9.80	31,031 1193.49 11.26	33,572 1291.22 12.18	35,454 1363.63 12.86	37,331 1435.79 13.55
LIEUTENANT & INSPECTOR			32,582 1253.16	35,250 1355.78	37,227 1431.81	39,197 1507.58
CAPTAIN & MARSHAL			34,211 1315.82	37,013 1423.57	39,088 1503.40	41,157 1582.96

7/1/93 - 6/30/94

FIRE FIGHTER W/ EMT-D	26,079 1003.04 9.46	28,096 1080.60 10.19	32,272 1241.24 11.71	34,915 1342.88 12.67	36,872 1418.16 13.38	38,824 1493.24 14.09
LIEUTENANT & INSPECTOR			33,885 1303.28	36,660 1410.00	38,716 1489.08	40,765 1567.88
CAPTAIN & MARSHAL			35,579 1368.44	38,494 1480.52	40,652 1563.52	42,803 1646.28

7/1/94 - 6/30/95

FIRE FIGHTER W/ EMT-D	27,122 1043.16 9.84	29,220 1123.84 10.60	33,563 1290.88 12.18	36,312 1396.60 13.18	38,347 1474.88 13.91	40,377 1552.96 14.65
LIEUTENANT & INSPECTOR			35,240 1355.40	38,126 1466.40	40,265 1548.64	42,396 1630.60
CAPTAIN & MARSHAL			37,002 1423.16	40,034 1539.76	42,278 1626.08	44,515 1712.12

APPENDIX "B"

The City will allow personnel to take compensatory time instead of overtime pay under the following rules:

(a) Compensatory time will be accrued at 1 1/2 times the number of hours of overtime worked; i.e., bank 4 comp. hours = 6 hours accrued.

(b) For Fire Prevention personnel comp. time on Sundays will be calculated at two (2) times the number of hours worked; i.e., work 4 comp. hours = 8 hours accrued.

(c) Employees may accrue comp. time to a maximum of 480 hours. If 480 hours is exceeded, the excess will be redeemed at the employee's current wage rate.

(d) Time off request forms and Banking Hours forms will be submitted to the scheduling person. 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 cannot be bumped by someone taking comp. 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 request will be given priority.