

AGREEMENT

between

CITY OF KENTWOOD

And

KENTWOOD PROFESSIONAL

**FIRE FIGHTERS UNION
LOCAL 3174**

Effective: July 1, 2007 – June 30, 2010

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AGREEMENT

AN AGREEMENT, entered into this sixteenth day of August, 2007 effective July 1st, 2007, by and between the CITY OF KENTWOOD, hereinafter called "City" or "Employer," and the KENTWOOD PROFESSIONAL FIRE FIGHTERS UNION, Local 3174, hereinafter called the "Union," as follows:

PREAMBLE

It is the intent and purpose of this City and the Union 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 Professional Fire Fighters Union, Local No. 3174, hereinafter referred to as the "Union," 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 fulltime fire employees of the City of Kentwood occupying the rank of Fire Fighter, Fire Engine Operator, Fire Lieutenant Inspector, Fire Captain, Fire Marshal and Fire Inspector or other supervisors in the Fire Department, BUT EXCLUDING the Fire Chief, Deputy Fire Chief, all clerical employees, and all other employees.

REPRESENTATION

Section 2.1 Committees and Representatives.

(a) Negotiation Committee. The City agrees to recognize a negotiating committee composed of four (4) employees, designated by the Union, one of which shall be the Union President. The negotiating committee shall represent the Union in meetings with the City for the purpose of collective bargaining.

(b) Grievance Committee. The City agrees to recognize a grievance committee composed of three (3) employees, designated by the Union. The grievance committee shall consist of the Union Vice President and two (2) Union stewards. The grievance committee shall review all grievances to determine if there is a basis for the grievance. The grievance committee shall represent the Union in the grievance process, in meetings with the Fire Chief and/or the City. At any step of the grievance process the Union President may assist the grievance committee with a grievance. The Union shall process all grievances in accordance with the grievance procedures in the agreement.

(c) Union Stewards. The City agrees to recognize three (3) employees in the position of Union steward. One (1) Union steward shall be selected for each of the three (3) fire suppression shifts. Any of the Union stewards may represent any fire suppression or fire prevention employee. A Union steward will accept a grievance from an employee. The steward may then try to resolve the grievance by talking with the Fire Chief, or the steward may ask the grievance committee to review the grievance to determine if there is a basis for the grievance.

(d) The Union shall advise the Employer in writing of the names of the President, Vice President, committee members and the stewards.

UNION SECURITY

Section 3.1 Union 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 Union or pay to the Union each month a service fee in the amount of the regular monthly Union dues within thirty (30) days after the signing of this Agreement or within thirty (30) days from 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 Union's Bylaws, both of which shall be provided by the Union.

Section 3.2 Dues Check off.

(a) During the life of this Agreement, the City agrees to deduct Union membership dues and assessments and service fees levied uniformly by the Union in accordance with the constitution and bylaws of the Union from the pay of each employee who has executed or who executes an authorization for check off of dues or service fees form, certified to the City by the treasurer of the Union. 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 biweekly 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 Union once a month after said deductions are made.

(c) The Union 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 Union dues, assessment and service fees or in reliance in any list, notice, certification, or authorization furnished under these provisions. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

(d) The City will make available to the treasurer of the Union 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 Union 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 grievance committee may be present. The Fire Chief or his designated representative shall give a written answer within five (5) days.

(a) The Union 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 Union with respect to those provisions, indicate the relief requested and be signed by the aggrieved employee(s) and a majority of the grievance committee. The Fire Chief shall place his written answer on the grievance form and return it to the aggrieved employee(s) or a grievance 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 Union's grievance committee. Either party may have nonemployee representatives present, if desired.

The City shall place its written answer on the grievance and return the grievance to the grievance committee within ten (10) days after the meeting.

Section 5.3 Arbitration Request. The Union 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 Union, 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 American Arbitration Association. The remaining name shall serve as the arbitrator, whose fees and expenses shall be shared equally by the Union 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 Union, 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 limits 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 Union 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 limitation 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 MultiForum. The Union 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 Union 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 Union 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, slowdown 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 on a forty (40) hour work week beginning with the start of the work week on Monday and ending at the conclusion of the work shift on Friday. The regular scheduled workday shall not exceed ten (10) hours.

Fire suppression personnel shall be scheduled to work nine (9) duty days of twentyfour and onequarter hours (24 1/4) each in a twentyseven (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 (LDay) shall be scheduled every fourteen (14) 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 onehalf 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 onehalf 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 fulltime fire suppression employees will have available overtime distributed and rotated within each shift starting with the most senior employee on the shift. Employees excused from overtime assignment will be charged as if they had worked the overtime.

Section 7.5 Compensatory Time. 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., work 4 compensatory hours = 6 hours accrued.
- (b) For Fire Prevention personnel, compensatory time on Sundays will be calculated at two (2) times the number of hours worked; i.e., work 4 compensatory hours = 8 hours accrued.
- (c) Employees may accrue compensatory 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 records person. Minimum staffing 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 compensatory time. If time off is requested by two people, one using compensatory time and one using vacation or holiday time, the vacation or holiday time request will be given priority.
- (e) Any unused compensatory time remaining in an individual's bank at the end of the City's fiscal year will be paid out through payroll to them during the last month of that fiscal year at the individual's current wage rate.

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 hourly rate shall be determined by dividing the annual rate by 2730 hours.

Section 7.7 Shift Exchange. Employees may exchange shifts if advance approval is obtained from the Fire Chief or his designee, 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 fulltime 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 fulltime 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 fulltime employment. The Union 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 the bargaining unit shall show the names, classifications and rank of all employees in the bargaining unit. The Employer will keep the seniority list up to date from time to time and will furnish to the Union 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 at the discretion of the Fire Chief with the use of testing information.

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

- (a) Employee quits or retires.
- (b) Employee is discharged or terminated.
- (c) Employee 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) Employee fails to return to work upon recall or at the specified date at the termination of any leave of absence, unless otherwise excused.
- (e) Employee is on layoff or unpaid leave of absence for a period of twentyfour (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 Inspector 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 Inspector 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. If it is necessary to reduce an Engine Operator 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 Inspector/Engine Operator who replaces a Lieutenant Inspector/Fire Fighter under the procedure established herein shall receive the appropriate 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 Transfer from Bargaining Unit. If the employee is transferred to a nonbargaining 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 nonbargaining unit position. The Union acknowledges, however, that the Employer retains the sole right to determine the wages, hours and conditions of employment for all nonbargaining 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 nonbargaining 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 for

Lieutenant Inspector, Fire Inspector, Captain and Fire Marshal shall include a written examination and an oral board examination. The procedure for Engine Operator shall include a written examination and a practical examination. All examination material, tests and scores shall be confidential and maintained by the Fire 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 or the practical examination shall be weighted fifty percent (50%). A composite passing score, written and oral or practical examinations of seventy-five percent (75%) is required in order to be considered further in the process. One twelfth (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 Fire Fighter with a minimum of four (4) years seniority is eligible to take the promotional examination for the positions of Engine Operator, Lieutenant Inspector and/or Fire Inspector. An Engine Operator is eligible to take the promotional examination for the positions of Lieutenant Inspector and/or Fire Inspector. A Lieutenant Inspector or Fire Inspector who has completed one (1) year in rank is eligible to take the promotional examination for the positions of Captain and/or Fire Marshal.

- 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 Inspector or above. The practical examiner(s) shall consist of individual(s) from outside the department having specific knowledge of driving, pumping, vehicle and equipment operations. The oral board and practical examination records shall be kept confidential by the Fire Chief.

(d) For the position of Engine Operator and Lieutenant Inspector, the five (5) highest ranking Fire Fighter applicants shall constitute a pool of applicants from which the Fire Chief shall select the person(s) who will be promoted. For the position of Captain, the pool of applicants shall consist only of Lieutenant Inspectors/Fire Inspector who have successfully completed the Captain's promotional testing process. 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 Fire 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 Fire 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 Fire Chief, the pool list may be voided and a new promotional process conducted.

(e) All promotions will carry a sixmonth 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 below the rank of Captain who have completed their probationary period shall be allowed to bid their shifts by seniority. If insufficient experienced personnel bid on a shift, the Fire 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. Captains shall not have the right to participate in the annual shift bid. When a member has been promoted to the rank of Captain he shall be placed in the open shift slot.

Section 8.10 Station Assignments. The City will determine the staffing levels for each station and the methods to assign available personnel to each station. The City will provide employees with advance notification of the station where they will be working, but reserves the right to change assignments in order to meet changing staffing needs.

LEAVES

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. Employees may be granted a nonpaid leave of absence upon good cause shown at the discretion of the Employer. All requests shall be submitted in writing to the Fire Chief. Any nonpaid 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) Fulltime employees shall accumulate sick leave hours at the rate of twelve (12) hours for each month of employment.

(c) Maximum accumulation of sick leave shall be one thousand two hundred eighty (1280) hours for fire prevention personnel and one thousand six hundred and ninety-six (1696) hours for fire suppression personnel.

(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 seven hundred and twenty (720) 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 use sick leave accumulation to account for the time absent from duty. Fire Suppression employees shall schedule medical, dental and other personal appointments on their scheduled nonduty days.

(g) The duty officer or administrative assistant may take discretionary action to grant paid sick leave days for a period not to exceed five (5) days, if an emergency crisis occurs due to illness of a member of the employee's immediate family. Immediate family shall mean the employee's current spouse, children, father, mother, brother, sister, grandparents, fatherinlaw and motherinlaw. This discretionary action is subject to the approval of the Fire Chief.

(h) In case of workincapacitating 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 Fire Chief 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 twentysix (26) weeks. Sick leave will be utilized to the extent of the difference between such payment and the employee's regular salary or wage.

(i) Employees working a shift of 24-1/4 hours will only be charged 24 hours of sick leave when they are absent from work for the entire shift.

Section 9.4 Funeral Leave. A leave of absence shall be granted for up to three (3) days immediately following the date of death in the employee's immediate family. If out-of-state travel is necessary, the leave may be extended to five (5) days, upon approval of the Fire Chief. Employees will be paid at their regular rate for all time lost from their work schedule during the period of the funeral leave. None of these days shall be deducted from the employee's unused sick leave or other benefit time. Immediate family shall include: Current spouse, children, stepchildren, father, stepfather, mother, stepmother, sister, stepsister, brother, stepbrother, grandchildren, grandparents, motherinlaw, fatherinlaw, sisterinlaw, brotherinlaw, soninlaw, daughterinlaw, aunt, uncle, niece and 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 straighttime regular rate of pay for eight (8) hours, ten (10) hours or twentyfour (24) hours, whichever is the employee's schedule, and the amount the employee receives from Court, excluding mileage, up to a maximum of fortyfive (45) days per year. In order to receive jury duty pay from the Employer, an employee must:

(a) Give the Fire 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 for the day.

(d) Other than an emergency call-back situation employees shall not be required to work twelve (12) hours prior to reporting for jury duty.

Section 9.6 NonPaid Disability Leave. An employee may be granted a nonpaid 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.

Section 9.7 Workers' Compensation Leave: A workers' compensation leave for a period of

not more than fifty-two (52) consecutive weeks may be granted to an employee who is unable to continue work for the City because of a work-related illness or injury for which the employee is entitled to receive benefits under the Workers' Compensation laws of the State of Michigan.

An employee returning to work from a workers' compensation leave must present a physician's certificate establishing that the employee is physically and mentally able to perform the employee's job. Any time spent in an alternate duty assignment will be considered to be a continuation of the workers' compensation leave of absence rather than a return to work for the purpose of the time periods of this Section and Section 9.8.

An employee is responsible for continued payment of their mandatory deductions while on workers' compensation leave (ie. insurance premiums, wage garnishments, pension, etc). In the event the City determines that an employee is capable of returning to work, the employee's leave shall end immediately.

Section 9.8 Payments and Benefits While on Workers' Compensation Leave. While an employee is on a workers' compensation leave and not on an alternative duty assignment, the following provisions will apply:

- Wage Payments.
 - First Week of Absence. During the first seven (7) calendar days that an employee is off work on a workers' compensation leave, the employer will pay the employee for all hours lost from their regular work schedule. These amounts will not be charged against accumulated sick leave.
- (2) After the first seven (7) days, the employee will utilize accrued but unused paid sick leave, vacation, floating Holidays, and compensatory time as well as longevity pay to supplement the difference between their hourly rate of pay as stated in Section 7.6 and the amount of workers' compensation pay received.

(b) Benefits

(1) Accruals. For up to fifty-two (52) weeks of workers' compensation leave, the employee will be considered to be on active duty for purposes of eligibility for insurances, longevity payments, and seniority.

(2) Sick Time Accrual. After the initial twenty-six (26) week workers' compensation period there shall be no further accrual of sick leave days until the employee is able to return to full duty.

(3) Vacation Accrual. An employee on workers' compensation leave will be credited with vacation on their anniversary date. If they have worked less than the entire fifty-two (52) weeks immediately preceding their anniversary date they will receive a pro-rated vacation benefit, based upon the ratio of the number of weeks worked to fifty-two (52).

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 Day
Christmas Day	New Year's Eve

Fire Prevention personnel shall receive eight (8) hours of their straight time hourly rate for each holiday, with the Good Friday 1/2 day at four (4) hours.

(b) Fire Suppression personnel shall not receive holiday pay but shall receive time and onehalf 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
Easter	Veteran's Day
Memorial Day (observed)	Christmas Eve Day
Independence Day (July 4 th)	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 (See Section 10.5). In the event Christmas Eve or New Years Eve falls on a Sunday the previous Friday shall be observed. In the event Christmas Day or New Years Day falls on a Saturday 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 (See Section 10.5).

(a) Employees will accrue thirtytwo (32) 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 Fire Chief'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. Fulltime employees shall earn vacation leave with pay at their regular rate in accordance with the following schedule, provided the employee has completed fiftytwo (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	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	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

(a) Fire suppression employees may carry over vacation days that were earned during the previous year, but not to exceed a maximum accumulation of twelve (12) days at any time. Vacation not taken during the anniversary year which would cause an accumulation beyond twelve (12) 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 80 hours or more vacation hours in any one year are eligible to buy back up to onehalf 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 onehalf 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.

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

Section 11.3 Annual Vacation Selection Process. Employees shall follow the "Department Annual Employee Selection Process". Annual vacation selection shall begin each year on December 1 and shall be completed no later than January 15 of the following year. Annual vacation selections shall be completed by using the shift seniority of each shift member.

INSURANCE

Section 12.1 Hospitalization Insurance.

- Payment of Health Insurance Costs. Effective the first day of the month following thirty (30) days of employment with the City, during the term of this agreement, the employer agrees to provide health care through the Priority Health HMO Plan. Current employees may remain in the existing plans. Current employees who change to a plan other than Priority Health must pay the rate differential between that plan and the Priority Health Plan rate.
- All employees who are enrolled in a City group medical health insurance plan will contribute the following annual

co-payments toward the insurance premium:

Effective the first full pay period after July 1, 2007
\$46.15 per pay period.

Effective the first full pay period after July 1, 2008
\$53.85 per pay period.

Effective the first full pay period after July 1, 2009
\$61.54 per pay period.

In the event that two employees are married to each other, only one insurance policy will be purchased.

Employees choosing to opt out of the City group medical health insurance plan shall not be required to pay an annual co-payment for medical health insurance coverage, during the period they opt out (See Section 12.6).

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

(d) The first day of the month following thirty (30) days of employment fulltime employees and their dependents shall be entitled to a copay prescription drug program. The City shall select the insurance carrier or shall establish a selfinsured program.

(e) The City has implemented a 125 benefit plan which encourages employees to divert tax free dollars to cover health insurance premiums, medical/dental and child care expenses via payroll deduction.

Section 12.2 Dental Plan.

Effective the first day of the month following thirty (30) days of employment with the City all employees and their dependents shall be covered by a City dental insurance plan the Delta Dental Plan of Michigan or an equal benefit plan or better as may thereafter be adopted by the City, including selfinsurance. Plan specifications include the following:

Class I benefits: Diagnostic, Preventive, Emergency Palliative, Radiographs, Oral Surgery, Restorative, Periodontics, Endodontics.

Class II benefits: Prosthetic Appliances.

Class III: Orthodontics

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 one thousand dollars (\$1000) per family member. The City will pay the total premium for any of the above.

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 Term Life Insurance. Commencing the first full month following completion of ninety (90) days of work, a fulltime 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 amount of the policy will be doubled in case of accidental

death.

Section 12.4 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.

Section 12.5 Retiree Health Insurance. For employees who retire under the City's pension plan, the Employer will contribute toward employee and spouse health insurance premiums an amount determined by multiplying \$12.00 times the employee's years of continuous active service. Upon the death of the employee or spouse, the Employer's contribution will be reduced by 25%. The Employer's contributions start at normal retirement age of 55 and cease when the employee becomes Medicare eligible. This retiree health insurance provision is not applicable to employees on disability retirement. The City's obligation to make contributions towards health insurance is suspended during any time that the retiree is eligible to participate in a group medical coverage plan provided by another employer, either as a result of the retiree's employment or the employment of the retiree's spouse. In the event that a retired employee eligible for payment under this section is not able to be enrolled in the City's health insurance plan, the City will pay an equivalent amount to the employee. Employees who retire with less than 20 years of service are not eligible for retiree health insurance.

Section 12.6 Post Employment Health Plan The City will establish a Post Employment Health Plan with Nationwide Insurance for employee only participation. Employees will begin contributing one percent (1%) of their wages to said plan beginning on January 1, 2010.

Section 12.7 Employees Not Needing Health Care Insurance. Employees who have available health care insurance through a plan under another employer and elect to drop out of the Employer's health care plan shall be eligible to receive two thousand four hundred dollars (\$2,400) per year in lieu of health care insurance. This may be paid to the employee in a separate check or put into the employee's account under the Employer's Deferred Compensation Plan on or about July 1, based upon not having been covered by the Employer's Health Care Plan for the preceding twelve (12) months. Those electing to opt out must present proof of other insurance prior to opting out of the Kentwood Plan. This election shall be made on an annual basis during the open enrollment period (currently between May 15 and June 15) and shall be effective for the next full insurance year. In the event that an employee loses coverage under the plan with the other employer, they shall be returned to coverage under the Kentwood Employer's Plan as soon as possible. Employees choosing to opt out of the City group medical health insurance plan shall not be required to pay an annual co-payment for Kentwood medical insurance coverage, during the period they opt out (See Section 12.1).

LONGEVITY

Section 13.1 Longevity Schedule. Employees will be granted longevity payments in addition to established salary as follows:

After 5 years	-	\$400
After 10 years	-	\$800
After 15 years	-	\$1200
After 20 years	-	\$1600
After 25 years	-	\$2000

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 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, 2007 a two and one half percent (2.5%) increase for all employees.
- (b) Effective the first pay period on or after July 1, 2008 a two and one quarter percent (2.25%) increase for all employees.
- (c) Effective the first pay period on or after July 1, 2009 two and one quarter percent (2.25%) increase for all employees.

There will be a three percent (3%) differential between the wages of Engine Operator and Fire Fighter, an eight percent (8%) differential between the wages of Lieutenant Inspector/Fire Inspector and Fire Fighter and a thirteen percent (13%) differential between the wages of Captain/Fire Marshal and Fire Fighter.

Section 14.2 Pay Period. Each employee shall receive his paycheck biweekly. 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. A Fire Fighter who is directed by the Fire Chief or designee to work out of classification as Lieutenant Inspector shall receive premium pay half way between his current wage and the first step wage of the Lieutenant Inspector. A Lieutenant Inspector who is directed by the Fire Chief or designee to work out of classification as Captain shall receive premium pay half way between his current wage and the first step wage of the Captain.

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.

PENSION

Section 15.1 Retirement Plan(s).

The City maintains a pension plan for employees. This pension plan has two components: a defined benefit option and a defined contribution option.

(a) Defined Benefit Plan Option. The defined benefit plan option is available to employees hired before July 1, 2000. The defined benefit plan provides for normal retirement benefits at age 55. Normal retirement benefit are based upon two and seven tenths percent (2.7%) of the employee's average annual compensation multiplied by the number of years of service, not to exceed eighty percent (80%). Average annual compensation shall be determined by an average of the five (5) highest compensated years within the last ten (10) years preceding retirement.

Effective July 1, 2007 participants shall contribute five percent (5%) of their compensation (pre-tax) to the plan.

Effective July 1, 2008 participants shall contribute six percent (6%) of their compensation (pre-tax) to the plan.

Effective July 1, 2009 participants shall contribute seven percent (7%) of their compensation (pre-tax) to the plan.

(b) Defined Contribution Plan Option. The defined contribution plan option is for all

employees hired on or after July 1, 2000 and those employees hired before that date that elected to participate in that option on or before December 31, 2001. The defined contribution plan option provides the following benefits:

- 1) The City will contribute to each participant's account an amount equal to eight percent (8%) of the participant's compensation.
- 2) Effective July 1, 2007 participants are required to contribute six percent (6%) of their compensation (pre-tax) to their account.
Effective July 1, 2008 participants are required to contribute seven percent (7%) of their compensation (pre-tax) to their account.
Effective July 1, 2009 participants are required to contribute eight percent (8%) of their compensation (pre-tax) to their account.
- 3) Participants are always one hundred percent (100%) vested in their contributions and shall be vested in the City contributions in accordance with the following schedule:
 - 50% upon completion of two (2) years of service
 - 60% upon completion of three (3) years of service
 - 70% upon completion of four (4) years of service
 - 80% upon completion of five (5) years of service
 - 90% upon completion of six (6) years of service
 - 100% upon completion of seven (7) years of service

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

Section 15.2 Disability Retirement Plan. The City agrees to modify the Retirement Plan to provide for a disability pension benefit for an employee who incurs a total and permanent disability while on duty for the Employer. The disability plan shall provide:

- (a) Definition of Disability total and permanent disability shall mean such disability as renders the employee wholly and permanently incapable of performing work for the Employer in its Fire Department.
- (b) Eligibility no age or service requirements.
- (c) Benefits accrued regular pension benefits with Worker's Compensation offset. At age 55 additional service credits not to exceed 15 additional years. Accrued regular benefits are earned benefits adjusted for the age of the employee at the time of the disability.
- (d) Disqualification.
 - (1) No member shall be deemed to be totally and permanently disabled if his incapacity consists of chronic alcoholism or addiction to narcotics, or, if such incapacity was contracted, suffered or incurred while he was engaged in a felonious criminal enterprise, or resulted from an intentionally selfinflicted injury.
 - (2) A member shall not be retired for disability who does not return to employment with the Employer after incurring a disability while on a leave of absence because of military or similar service and a governmental pension is available.

Section 15.3 Long Term Disability Coverage. Participants in the Defined Contribution Plan are not eligible to participate in the disability retirement plan provided in Section 15.2. The City has implemented a Long Term Disability Plan for all employees who participate in one of the City's Retirement Plans that will pay benefits at 70% of the employee's base annual salary commencing six months after the employee becomes disabled and will continue until the

employee is able to return to work or reaches the social security retirement age, whichever is earlier. Benefits will be paid for both duty and non-duty disability.

MISCELLANEOUS

Section 16.1 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 Union 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 16.2 No Discrimination. There shall be no discrimination against any employee or employees by either the Employer or the Union 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 16.3 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 16.4 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 a Union 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 Union 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 Union 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) With exception of the terms of the Substance Abuse Policy, 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 16.5 Uniforms. The City will provide specified uniforms and approved accessories for all fulltime employees within the department. Such uniforms shall include:

uniform shirts	badges
uniform pants	logo caps and hats
polo shirts	workout shirt and shorts

shoes and/or boots	warm-up pants
tshirts	gym shoes
socks	coats
belts	job shirts
name tags	

The above items will be replaced as required and approved.

The City will make available up to eight (8) dress (trench) coats.

Section 16.6 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 16.7 Basic EMTD. The minimum qualifications for all Fire Fighters shall be as Basic EMTD.

Section 16.8 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 16.9 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 16.10 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 Union for posting in all fire stations.

Section 16.11 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 16.12 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 16.13 Mileage Allowance. The City agrees to reimburse employees for the use of their personal vehicles for emergency callback and for other instances as approved by the Fire Chief. The rate to be utilized will be the IRS approved rate, rounded to the lowest whole cent. Any changes in the rate will be implemented effective July 1st of each year. Mileage vouchers shall be submitted and paid monthly.

Section 16.14 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 16.15 Gender. Reference to the male pronoun hereunder shall equally refer to the feminine gender, and vice versa.

Section 16.16 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 Union 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 16.17 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 Engine Operator, Fire Lieutenant Inspector and Fire Captain.

Section 16.18 Dual Employment. Employees may engage in dual employment under the following conditions:

- (a) The employee notifies the Fire 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 Fire Chief will review the request to determine if a potential conflict of interest exists. If there is no conflict, the Fire 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 Fire Chief determines that there is a conflict, the Rules Regarding Dual Employment in the City's Personnel Manual govern.

Section 16.19 Care and Maintenance of Fire Stations. Fire Fighters will maintain living

quarters, apparatus room and fire administration areas in all fire stations except the fire administration area in Fire Station #1 at 4775 Walma.

Section 16.20 Food Allowance. A food allowance of two hundred dollars (\$200) per quarter for all fire suppression employees working a 24 1/4 -hour shift who are on the active payroll as of January 1, April 1, July 1, and October 1 of each year will be provided through the Department's annual operating budget.

Section 16.21 Physical Fitness Assessment. Employees are required to maintain the level of physical fitness/wellness expressed in the Fire Department's physical fitness program. If an employee is unable to pass the physical performance evaluation, he will enter a physical performance evaluation of up to four (4) weeks at the end of which the employee's physical performance will be reevaluated. An employee who fails the physical performance evaluation at the end of the rehabilitation period (4 weeks), or who is unable to meet the medical evaluation requirements of NFPA 1582 will not be permitted to engage in fire suppression activities.

Section 16.22 Federal American with Disabilities Act (ADA). Neither the City nor the Union shall be held liable under the ADA for any deprivation of rights suffered by any employee resulting from the City's or Union's compliance efforts, including reasonable accommodation, with the ADA. The City agrees that it will give the Union notice and an opportunity to bargain with respect to any proposed accommodations which could affect other terms and conditions of employment of bargaining unit employees; but, this section shall not be deemed a waiver of any other Union's rights, including the right to enforce the terms of this contract.

Section 16.23 Federal Family and Medical Leave Act (FMLA). The employer reserves the right to require employees to utilize accrued paid leave time when leave is requested under the FMLA.

Section 16.24 Substance Abuse Policy. In recognition of the growing number of instances of people with alcohol or drug abuse problems, the employees and the City have instituted a Substance Abuse Policy. Details of this policy are at Appendix B. Employees who enter into a Last Chance Agreement as provided for in section IV(A) of the policy and fail to adhere to any of the terms of said agreement will be subject to immediate discharge from employment with the City.

DURATION

Section 17.1 Term of Contract. This Agreement shall continue in full force and effect without change until midnight (Eastern Daylight Time), June 30, 2010. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to June 30, 2010, 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, 2010, 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 sixteenth day of August, 2007.

KENTWOOD PROFESSIONAL FIRE FIGHTERS UNION, LOCAL 3174	CITY OF KENTWOOD
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APPENDIX A

July 1, 2007

Firefighter

Rates	Start	6 Months	1 Year	2 Years	3 Years	4 Years
Annual	\$38,307	\$41,270	\$47,405	\$51,286	\$54,162	\$57,029
Hourly	\$14.03	\$15.12	\$17.36	\$18.79	\$19.84	\$20.89

Engine Operator

Rates	Start	6 Months	1 Year	2 Years	3 Years	4 Years
Annual				\$52,825	\$55,787	\$58,740
Hourly				\$19.35	\$20.43	\$21.52

Lieutenant Inspector

Rates						4 Years
Annual						\$61,591
Hourly					<i>orig hourly calc 22.58</i>	\$22.56

Captain

Rates						4 Years
Annual						\$64,443
Hourly						\$23.61

Inspector

Rates	Start	6 Months	1 Year	2 Years	3 Years	4 Years
Annual	\$41,372	\$44,572	\$51,197	\$55,389	\$58,495	\$61,591
Hourly	\$19.89	\$21.43	\$24.61	\$26.63	\$28.12	\$29.61

Marshal

Rates	Start	6 Months	1 Year	2 Years	3 Years	4 Years
Annual	\$43,287	\$46,635	\$53,568	\$57,953	\$61,203	\$64,443
Hourly	\$20.81	\$22.42	\$25.75	\$27.86	\$29.42	\$30.98

July 1, 2008

Firefighter

Rates	Start	6 Months	1 Year	2 Years	3 Years	4 Years
Annual	\$39,169	\$42,199	\$48,472	\$52,440	\$55,381	\$58,312
Hourly	\$14.35	\$15.46	\$17.76	\$19.21	\$20.29	\$21.36

Engine Operator

Rates	Start	6 Months	1 Year	2 Years	3 Years	4 Years
Annual				\$54,013	\$57,042	\$60,061
Hourly				\$19.78	\$20.89	\$22.00

Lieutenant Inspector

Rates						4 Years
Annual						\$62,977
Hourly						\$23.07

Captain

Rates						4 Years
Annual						\$65,893
Hourly						\$24.14

Inspector

Rates	Start	6 Months	1 Year	2 Years	3 Years	4 Years
Annual	\$42,303	\$45,575	\$52,350	\$56,635	\$59,811	\$62,977
Hourly	\$20.34	\$21.91	\$25.17	\$27.23	\$28.76	\$30.28

Marshal

Rates	Start	6 Months	1 Year	2 Years	3 Years	4 Years
Annual	\$44,261	\$47,685	\$54,773	\$59,257	\$62,581	\$65,893
Hourly	\$21.28	\$22.93	\$26.33	\$28.49	\$30.09	\$31.68

July 1, 2009

Firefighter

Rates	Start	6 Months	1 Year	2 Years	3 Years	4 Years
Annual	\$40,050	\$43,148	\$49,563	\$53,620	\$56,627	\$59,624
Hourly	\$14.67	\$15.81	\$18.15	\$19.64	\$20.74	\$21.84

Engine Operator

Rates	Start	6 Months	1 Year	2 Years	3 Years	4 Years
Annual				\$55,229	\$58,326	\$61,413
Hourly				\$20.23	\$21.36	\$22.50

Lieutenant Inspector

Rates						4 Years
Annual						\$64,394
Hourly					<i>orig hourly calc 22.58</i>	\$23.59

Captain

Rates						4 Years
Annual						\$67,375
Hourly					<i>orig hourly calc 32.39</i>	\$24.68

Inspector

Rates	Start	6 Months	1 Year	2 Years	3 Years	4 Years
Annual	\$43,254	\$46,600	\$53,528	\$57,910	\$61,157	\$64,394
Hourly	\$20.80	\$22.40	\$25.73	\$27.84	\$29.40	\$30.96

Marshal

Rates	Start	6 Months	1 Year	2 Years	3 Years	4 Years
Annual	\$45,257	\$48,757	\$56,006	\$60,591	\$63,989	\$67,375
Hourly	\$21.76	\$23.44	\$26.93	\$29.13	\$30.76	\$32.39

APPENDIX B

Substance Abuse Policy

PURPOSE:

- To establish and maintain a safe, healthy working environment for all employees.
- To ensure the reputation of the Kentwood Fire Department and its firefighters as good, responsible citizens worthy of public trust.
- To reduce the incidents of accidental injury to persons or property.
- To provide assistance toward rehabilitation for any employee who seeks the Fire Department’s help in overcoming any addiction to, dependence upon or problem with alcohol or drugs.

BENEFITS, INCONVENIENCE, COOPERATION:

Those employees with drug and alcohol abuse problems make up only a small fraction of the work force, and the Fire Department regrets any inconvenience that may be caused to the many nonabusers by the problems of the few. It is believed, however, that the benefits to safety of all employees, and the rehabilitation, suspension or termination of those who, because of alcohol or drugs, are a burden upon all other employees, will more than make up for any inconvenience or loss the rest of us must be subjected to. The Fire Department earnestly solicits the understanding and cooperation of all employee organizations in implementing the policies set forth herein.

DEFINITIONS:

Alcohol or Alcohol Beverage means any beverage that has an alcoholic content, excluding “other medicines” taken in compliance with Section V.

Drug means any substance (other than alcohol) capable of altering the mood, perception, or judgment of the individual consuming it.

Prescribed Drug means any substance prescribed for the individual consuming it by a licensed medical practitioner.

Illegal Drug means any drug or controlled substance, the sale or consumption of which is illegal.

Supervisor/Command Officer means the officer, acting officer or individual who is the member’s immediate supervisor in the chain of command.

Shift Commander means the Captain, or an officer acting in the capacity of Captain, who is on duty at station #1.

Impairment means to injure by weakening, diminishing or decreasing strength and value, physical or mental.

Use means to avail oneself of, put to one's own purpose, to consume or expend by using.

Employee Assistance Program means the Employee Assistance Program provided by the City of Kentwood.

EMPLOYEE ASSISTANCE PROGRAM CITY OF KENTWOOD:

Any employee who feels that he has developed an addiction to, dependence upon or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Entrance into the Employee Assistance Program can occur by self referral, recommendation or referral by a supervisor. Any employee who voluntarily discloses a dependency or drug/alcohol abuse problem to the City and voluntarily undergoes a City approved treatment program will be given leave under the City's Family and Medical Leave program for such purpose and the City will refrain from taking any disciplinary action against the employee provided that this is the first and only instance of employee involvement with drugs, that the employee satisfactorily completes the prescribed treatment program, and submits to a "Last Chance" agreement requiring drug/alcohol testing upon return to duty and agreeing to remain free of drug/alcohol use.

Request for assistance through "recommendations" or "supervisor referral" will be treated as confidential. "Self referral" confidentiality will be maintained between the individual seeking help and Employee Assistance Program personnel.

Rehabilitation itself is the responsibility of the employee. For employees enrolled in a formal treatment program, the Fire Department will grant Family & Medical Leave at full pay up to accumulated sick leave. Employees who have exhausted their accumulated leave will be allowed to use accumulated vacation time, personal leave days, compensatory time, etc. The cost of rehabilitation will be borne by the employee, who shall be responsible for any copay as required by the employee's insurance carrier. The rehabilitation program used will be that which is referred to by the Employee Assistance Program.

To be eligible for continuation in employment on a rehabilitation pay basis, the employee must maintain at least weekly contact with the Fire Chief's office, and provide verification that he is continuously enrolled in a treatment program and actively participating in that program.

Upon successful completion of treatment, the employee will be returned to active status without reduction of pay or seniority.

PRESCRIPTION DRUGS:

Employees who are obliged to take (a) prescription drug(s) under the direction of a licensed medical practitioner shall advise their supervisor upon reporting to duty that they are under the influence of, or are required to take prescription drugs or internal medicine that may affect their work performance. When an employee is required to take prescription drugs or other medicine, a physician's statement may be required indicating whether or not the employee can perform his regularly assigned duties.

No prescription drug shall be brought upon Fire Department premises by any person other than the person for whom the drug is prescribed by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed.

No employee who complies with (A) and (B) above with respect to a particular prescription drug or other medicine can be disciplined or required to attend Employee Assistance because of that particular prescription drug or other substance.

PROCEDURES FOR TESTING:

Demand for Testing The City may require departmental personnel to submit to a test for illegal drugs, prescription drugs or alcohol under the following circumstances:

During the employee's routine, annual physical assessment.

The employee is, based on "reasonable suspicion," requested/ ordered to submit to testing by a command officer.

Payment for Testing The cost for any drug testing/screening under this section shall be borne by the employer.

Standards for Determining Reasonable Suspicion

The test must be requested by a command officer. A "command officer" shall be deemed to be an officer of the rank of Lieutenant Inspector or higher, or a supervisor acting in the capacity of command officer in the absence of a command officer.

Reasonable Suspicion is defined to mean objective, articulate and specific facts which would support a reasonable individualized suspicion that the employee to be tested is using or has used substances which impair his ability to safely and effectively perform his duty.

Where the reasonable suspicion is based on personal observation by a command officer, the objective facts must be articulable and may include the person's appearance and behavior.

Preparation of Report

If the shift commander, based upon the criteria set forth above, determines that a test should be requested, he shall comply with the following procedure. First, the employee shall be relieved from duty. If the employee is at the scene of an emergency, he will be delivered by a department representative to a local testing facility, which may be the emergency department at a hospital at the City's discretion, to complete this testing procedure. Once the employee is relieved from duty, the shift commander shall prepare a signed, dated, timed, and contemporaneous report reducing the objective facts and reasonable inferences drawn from those facts to writing. The employee shall, at that same time, be given the opportunity to explain his behavior/action/appearance. Upon request, the employee shall have the right to Union representation.

Review of Report

If, following the employee's explanation, the shift commander determines that a test is still required, he shall submit a copy of his report to the Fire Chief. The Fire Chief shall evaluate the report and explanation of the reason for testing, and shall hear the employee's explanation for his behavior/action/appearance, if any, and the Fire Chief shall then determine if there is reasonable suspicion for the test. If, however, the Fire Chief is unavailable, the Deputy Fire Chief or shift commander shall have the authority to act in his behalf.

Demand for Testing

If the shift commander has determined that a test shall be ordered, after consultation with the Fire Chief or Deputy Fire Chief, the order will be given by the Fire Chief, the Deputy Fire Chief or the command officer in the absence of the Fire Chief or Deputy Fire Chief. At the time the order is given, the employee shall be advised that refusal to submit to the test shall be cause for discipline up to and including discharge. Should an employee's tour of duty expire or he otherwise be in an offduty status during the order for testing process, the employee will be compensated precisely as if that employee were on active duty status until the process of obtaining a specimen is completed.

Identification of Employee

The employee's identification shall be checked and verified, by the requesting supervisor/command officer at the time of the testing request/order.

Drug Testing Procedure

The procedure followed in giving the drug test, including but not limited to the collection of the sample, chain of custody, storage of the sample, the type of initial and confirmatory tests used, and the amount of drug or drug metabolite to be regarded as a positive drug test, will all be in conformance with Federal Regulations (Federal Register, Volume 53, No. 69, pg. 1197911989). A "Split Specimen" shall be drawn in all drug testing procedures to eliminate any false positives.

Alcohol Testing Procedure

Testing for alcohol will be performed by means of a blood test at the same facility utilized for drug testing. The "chain of custody" will be documented and preserved in the same manner as for a drug test.

EMPLOYEE ASSISTANCE AND DISCIPLINE:

An employee who tests positive for illegal, unauthorized use of controlled or prescription substances as outlined in Section V, or alcohol, shall be required to participate in the Employee Assistance Program, shall agree to remain free of drugs, if appropriate, and shall submit to a "Last Chance" agreement requiring drug or alcohol testing, as appropriate, upon return to duty. Employees who fail to complete the Employee Assistance Program as specified in (A) above, may be disciplined up to and including discharge.

Employees whose drug, alcohol or prescription drug abuse is discovered by the City in some manner other than by the drug test outlined in this policy/article shall be treated as if he had tested positive under this policy.

Notwithstanding any other provisions of this policy, where an employee engages in conduct which, given proof of his on duty, intoxicated state, creates an unreasonable risk of harm to any person, that employee may be disciplined appropriately in addition to being referred to the Employee Assistance Program. It is agreed that discipline under this section may include discharge of the employee.

Notwithstanding any other provision of this agreement, where an intoxicated employee violates the Rules and Regulations of the Department/City or any provision of the Collective Bargaining Agreement, that employee may be disciplined appropriately in addition to being referred to the Employee Assistance Program. "Appropriate Discipline" is defined as discipline of precisely the same severity that the employee would have received for his conduct while not intoxicated. The City shall have the option to conduct as many as four (4) random drug/alcohol tests on an employee who has completed the Employee Assistance Program in order to guarantee that the Program has been completed successfully. No such random test may be given more than one (1) year following the date of the employee's completion of the Program. A positive test result under this provision shall have the same effect as a positive test result under Section VII(B).

An employee shall have the right to avail himself of the Employee Assistance Program as often as needed for a variety of issues; however, an employee shall utilize a referred to rehabilitation program no more than once during the employee's career in the Fire Department. An employee who tests positive after his right to utilize the Employee Assistance/Rehabilitation Program may be disciplined under the provisions of the Collective Bargaining Agreement.

GRIEVANCE PROCEDURE:

All actions and decisions made pursuant to this Substance Abuse Policy shall further be subject to Section 16.4, Discharge and Discipline, in the Collective Bargaining Agreement, and to the parties' grievance and arbitration procedure.

EFFECTIVE DATE NOTICE TO EMPLOYEES OTHER LAWS:

The policies set forth in this Substance Abuse Policy are effective immediately upon acceptance of the 1995/1998 Collective Bargaining Agreement. All Union members will be furnished a copy of this policy and will sign a receipt for same.

These policies will be implemented in a manner that will comply with all applicable federal and state laws.