

AGREEMENT

between

CITY OF KENTWOOD

and

KENTWOOD PROFESSIONAL FIRE FIGHTERS UNION  
LOCAL 3174

Effective: July 1, 2022 – June 30, 2025

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## AGREEMENT

AN AGREEMENT, entered into this 20<sup>th</sup> day of June, 2022 effective July 1<sup>st</sup>, 2022, 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 full-time fire employees of the City of Kentwood occupying the rank of Fire Fighter, Fire Engine Operator, Fire Lieutenant Inspector, Fire Captain, Fire Battalion Chief, 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 MEMBERSHIP AND DUES/FEES DEDUCTION

Section 3.1      Union Membership. Membership in the Union or any payment to the Union is not a condition of employment. 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 By-laws, both of which shall be provided by the Union.

Section 3.2      Dues and Fees 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 by-laws 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 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 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 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 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 the 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 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 non-employee 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 Federal Mediation and Conciliation Service. 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 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 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 the employee's 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 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, 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 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 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 (L-Day) 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 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 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 240 hours. If 240 hours is exceeded, the excess will be redeemed at the employee's current wage rate.
- (d) Minimum staffing will prevail. Vacation time and Floating Holiday time will have priority; i.e., an employee who has vacation or holiday time already scheduled 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. All or a portion of the unused compensatory time may be rolled into the next fiscal year. Those rolled hours will not be eligible for payout at any time. Compensatory time shall not exceed 240 hours as stated in paragraph (c).

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 (52.5 hours per week).

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

Section 7.8      Language Incentive Program. The City will provide additional pay for employees who understand and speak a language other than English (including sign language) and who also meet the following criteria:

1. The City will select and identify specific languages it believes are important to communication with the diverse and changing population. These languages will change at the discretion of the City.
2. The City will identify two proficiency levels, basic and intermediate, which will be defined by the City in cooperation with language trainers/specialists selected by the City.
3. Employees will be voluntarily tested during a specific period annually for language proficiency by an appropriate methodology and party selected by the City. If the employee does not pass the test, the employee may retest at their own expense. Tests must be taken off duty.
4. Employees achieving a basic proficiency level will be paid an additional \$25.00 per pay period for the one-year incentive period of July 1<sup>st</sup> through June 30<sup>th</sup>.
5. Employees achieving an intermediate proficiency level will be paid an additional \$45.00 per pay period for the one-year incentive period of July 1<sup>st</sup> through June 30<sup>th</sup>.
6. Employees receiving incentive pay will be expected to maintain their language skills and apply it during their daily work as appropriate and upon the request of the City.

7. The City may provide language skill training as it deems appropriate in its sole discretion. Other preparation study for the annual exam and self-study for skill maintenance will not be compensated. The time spent taking the test and the miles driven to the testing facility are not compensable.

## 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 the last date of full-time 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 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 Battalion Chief from the force, such employee may replace a Captain, Lieutenant Inspector, Engine Operator or Fire Fighter if such employee has the greater seniority and the experience and training to perform the required work. If it is necessary to reduce a Captain from the force, such employee may replace a Lieutenant Inspector, Engine Operator, or Fire Fighter if such employee 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 an Engine Operator or Fire Fighter if such employee 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 such employee has the greater seniority and the experience and training to perform the required work. A Battalion Chief/Captain/Lieutenant Inspector/Engine Operator who replaces a Captain/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.
- (d) Individuals eligible for recall may attend department EMS certification training to maintain licensure during the layoff period. There shall be no financial compensation.

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 Union 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 for Battalion Chief, Captain, Lieutenant Inspector, Fire Inspector, 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)

- (1) A Fire Fighter with a minimum of two (2) years seniority is eligible to take the exam for Engine Operator.
- (2) A Fire Fighter or Engine Operator with a minimum of four (4) years seniority is eligible to take the exam for Lieutenant Inspector and Fire Inspector.
- (3) A Lieutenant/Inspector who has completed his/her six-month probationary period is eligible to take the exam for Fire Inspector, Fire Marshal, and Captain. A Lieutenant/Inspector who has completed his/her six-month probationary period is eligible to take the exam for Battalion Chief only if two or less Captains have applied for Battalion Chief.
- (4) A Fire Inspector who has completed the six-month probationary period is eligible to take the exam for Lieutenant/Inspector, Fire Marshal, and Captain. A Fire Inspector who has completed his/her six-month probationary period is eligible have applied for Battalion Chief only if two or less Captains have taken the exam for Battalion Chief.
- (5) Captains are eligible to take the exam for Fire Marshal or Battalion Chief regardless of whether or not they are in the six-month probationary period.

(c) The oral board shall consist of four individuals: the Fire Chief or designee; the Human Resources Director (or designee); and at least one of the two remaining individuals shall be from outside of the department from other fire departments holding the rank of Lieutenant Inspector or above. The fourth individual shall be at the sole discretion of the Fire Chief. 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, 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 Lieutenant/Inspector, the ten (10) 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.

For the position of Battalion Chief, the pool of applicants shall consist only of Captains who have successfully completed the Battalion Chief's promotional testing process. If two or less Captains apply for Battalion Chief, then Lieutenant Inspectors/Fire Inspector would be eligible test for the Battalion Chief position.

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 minimum of five (5) candidates from which to make selections.

The Fire Chief shall have absolute discretion in the selection from among the five (5) highest ranking applicants for Engine Operator, Captain, and Battalion Chief and the ten (10) highest ranking applicants for Lieutenant/Inspector. The Fire Chief shall not be limited to the order of ranking within the pool.

- (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 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.

#### Section 8.9      Position Transfers.

Position transfers of equal or lower ranking within the Fire Department are allowed only if all of the following criteria are met at the time of the transfer:

- a) A position of equal or lower ranking is available;
- b) The transfer does not displace another bargaining unit employee;
- c) The transfer does not violate any promotion process described in this contract; and
- d) The transfer is mutually agreed upon by the Employer and the Employee being transferred.

If the transfer creates a shift vacancy, the Employer will post the position of the vacancy. Employees within the same shift will have two weeks from the posting date where they may request to be moved from his or her existing fire station assignment to fill the vacancy. If multiple employees request the transfer, seniority will prevail. Such a request must be given to the Fire Chief or their designee in writing and will be granted based on seniority.

Section 8.10      Shift Bidding. All employees below the rank of Battalion Chief 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. Battalion Chiefs shall not have the right to participate in the annual shift bid. A member who has been promoted to the rank of Battalion Chief shall be placed in the open shift slot.

Section 8.11      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.

Section 8.12      Leave Day (L-Day) Bid. All suppression employees shall bid an L-day number (1-14) by department seniority. The L-day number will remain for each 14-day cycle. If the number of suppression employees exceeds the amount of L-days in the 14-day cycle, a second employee may bid the same L-day number by seniority with a maximum of two having the same L-day number. Bids will be submitted before December 1st, after the next shift bid is complete, and shall be awarded beginning in the following January with shift transfer or as the shift transfer allows. For the purposes of overtime callback, L-days with two members will offer available overtime to the senior employee first. L-day bids may not overlap without the Fire Chief or their designee's approval.

## 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 non-paid 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 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 fire suppression employees shall accumulate sick leave hours at the rate of 5.54 hours per pay period. Full-time fire prevention employees shall accumulate sick leave hours at the rate of 3.70 hours per pay period. For years in which a 27<sup>th</sup> pay period occurs, sick leave will accrue for the 27<sup>th</sup> pay period.
- (c) Maximum accumulation of sick leave shall be one thousand two hundred eighty (1,280) hours for fire prevention personnel and one thousand six hundred and ninety-six (1,696) 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 entire sick leave payout as defined in this section shall be paid as a direct contribution to the employee's Retirement Health Savings (RHS).

Sick leave payout shall be calculated as follows: Hours of sick leave multiplied by years of service multiplied by \$0.25. The maximum sick leave hours allowed for payout is 1,400 hours. (Example payout calculation: Employee retires with 25 years of service and 800 hours sick leave. Payout is \$5,000 [800 x 25 x \$0.25])

- (e) 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 non-duty days.
- (f) The Fire Chief or designee 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, father-in-law and mother-in-law.
- (g) 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 and Bereavement Leave. A leave of absence shall be granted for up to three (3) consecutive days of the employee's choice for a death in the employee's immediate family. One of the funeral and bereavement leave days shall be the date of the funeral. If out-of-state travel is necessary, the leave may be extended up to two (2) additional 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 paid sick leave or other paid leave. 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, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece and nephew. Fire prevention employees may receive two (2) additional days of funeral and bereavement leave for a total of five

(5) days if the death is that of the employee's current spouse, mother, step-mother, father, step-father, child, step-child, sibling, or step-sibling.

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, ten (10) hours or twenty-four (24) hours, whichever is the employee's schedule, and the amount the employee receives from Court, excluding 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 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 being summoned by the Court, the employee 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 Non-Paid Disability Leave. An employee may be granted a non-paid disability leave not to exceed twelve (12) months. Extensions may be considered in accordance with the ADA, as amended, and other similar laws. 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 extension of a workers' compensation leave may be considered in accordance with the ADA, as amended, and other similar laws.

An employee is responsible for continued payment of their mandatory deductions while on workers' compensation leave (i.e. 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.

All workers' compensation leaves shall run concurrently with a leave of absence under the Family and Medical Leave Act, as amended (FMLA).

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

(a) Wage Payments.

- (1) First Twenty-Six Weeks of Absence. During the first twenty-six (26) calendar weeks 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. Payments from the workers' compensation carrier to the employee will be deducted from the employee's paycheck.
- (2) Absence Greater Than Twenty-Six Weeks. During the remainder of the workers' compensation leave after the first twenty-six (26) weeks, the employee may elect to utilize accrued paid sick leave, vacation leave, floating holidays, and compensatory time to supplement the difference between their regular straight time rate of pay and the amount received from workers' compensation payments.

(b) Benefits.

- (1) Vacation and Sick Leave Accrual. Employees will accrue vacation and sick leave during the first twenty-six (26) weeks of a workers' compensation leave. After the initial twenty-six (26) week period there shall be no further accrual of vacation and sick leave until the employee is able to return to full duty.
- (2) Insurance Payments. During the first twelve (12) months of a workers' compensation leave, the Employer will continue payment of group health, dental, life, and long-term disability insurance premiums for individuals on workers' compensation leaves on the same terms that would exist if they were not on the leave. An extension of insurance benefits up to two months may be approved based on the results of an Individualized Assessment performed under the provision of the ADA, as amended.
- (3) Longevity and College Credit Pay. During the period of a workers' compensation leave, the employee will be considered to be on active duty for purposes of eligibility for longevity and college credit payments.
- (4) Seniority. During the period of a workers' compensation leave, the employee will be considered to be on active duty for purposes of seniority.

## 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	Veterans' Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve Day
Christmas Day	New Year's Eve Day
Labor Day	

Fire Prevention personnel who do not work on the recognized and observed holiday shall receive eight (8) hours of their straight time hourly rate for each holiday. Fire Prevention personnel who are called in to work during the holiday shall receive two (2) times their straight time hourly rate (double-time) for all hours worked on the holiday. The employee is paid for one or the other, not both (e.g. if an employee worked six (6) hours on a holiday, the employee would be paid for six (6) hours at double-time and two (2) hours at straight time).

(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:

Half New Year's Day (06:45 – 19:00)	Patriots' Day (Sept. 11 <sup>th</sup> )
Martin Luther King, Jr. Day	Veterans' Day
Easter Day	Thanksgiving Day
Memorial Day (observed)	Christmas Eve Day
Independence Day (July 4 <sup>th</sup> )	Christmas Day
Labor Day	Half New Year's Eve Day (19:00 to 07:00)

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. Employees who are not scheduled to work a recognized holiday but are called in to work the holiday shall be paid at two times their regular pay rate for all hours worked during the holiday.

Section 10.2 Holiday Observance. This section does not apply to Fire Suppression employees. 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 Year's Eve falls on a Sunday the previous Friday shall be observed. In the event Christmas Day or New Year's 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. This section does not apply to Fire Suppression employees.

(a) Employees will accrue twenty-four (24) 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.

(c) Hours shall be made available during the pay period that includes July 1 and shall be used by the last full pay period prior to July 1.

## VACATIONS

Section 11.1 Vacation Benefits. Full-time employees shall accrue vacation leave with pay at their regular pay rate in accordance with the following schedule:

Fire Prevention Employees:

Years of Service	Hours Accrued Per Pay Period	Represented Annual Hours Accrual
0 to 3.99	3.08	80
4 to 4.99	3.70	96
5 to 5.99	4.00	104
6 to 6.99	4.31	112
7 to 7.99	4.62	120
8 to 8.99	4.93	128
9 to 9.99	5.24	136
10 to 10.99	5.54	144
11 to 11.99	5.85	152
12 +	6.16	160

Fire Suppression Employees:

Years of Service	Hours Accrued Per Pay Period	Represented Annual Hours/ Days Accrual
0 to 1.99	3.74	97.00 / 4 days
2 to 3.99	4.67	121.25 / 5 days
4 to 5.99	5.60	145.50 / 6 days
6 to 7.99	6.53	169.75 / 7 days
8 to 9.99	7.47	194.00 / 8 days
10 to 11.99	8.40	218.25 / 9 days
12 or more	8.86	230.36 / 9.5 days

Newly hired employees may use vacation upon completing fifty-two (52) weeks of work from date of hire. Absence due to paid sick leave, vacations or leave of absence less than thirty (30) days (except for workers' compensation leave as described in Section 9.8 of this contract) shall be credited as time worked. In the event that there are 27 regularly scheduled paychecks in one year, bi-weekly vacation accrual shall accrue for the 27<sup>th</sup> paycheck. The maximum balance allowed to carry at any given time for Fire Prevention employees is 320 hours. The maximum balance allowed to carry at any given time for Fire Suppression employees is 436.5 hours. Fire Suppression employees may use no more than 12 days of vacation per anniversary year. Fire Suppression employees terminating in good standing shall be paid all accumulated and unused vacation not to exceed 291 hours. Fire Prevention employees terminating in good standing shall be paid all accumulated and unused vacation not to exceed 200 hours.

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

- (a) Employees who have earned and accumulated 80 vacation hours or more in any one anniversary year are eligible to sell back up to one half of that year's accrued vacation balance (one request per year). To qualify for payment the employee must take a minimum of 40 consecutive hours of vacation in the current anniversary year, provided a maximum accumulation of 200 hours is not exceeded.
- (b) No payment will be provided for any accrued vacation in excess of two hundred (200) hours. No time off will be provided in excess of two hundred hours per anniversary year.

Section 11.3 Annual Vacation Selection Process. Employees shall follow the "Department Annual Employee Selection Process". Annual vacation selection shall be completed no later than January 15 of each year.

Annual vacation selections shall be completed by using the shift seniority of each shift member.

Section 11.4 Movement Between Fire Prevention and Fire Suppression for Leave Banks. When a change of position occurs between Fire Prevention and Fire Suppression:

- To transition banks of earned time use reference in Section 11.1 which is 20 hours suppression equates to 8 hours prevention.

## INSURANCE

Section 12.1 Health Insurance. The Employer will make available a group health insurance plan ("plan") covering certain hospitalization, surgical, and medical expenses for participating employees and their eligible dependents. Participation in this plan shall be on a voluntary basis for all full-time employees who elect to participate. The plan currently provides the coverage options outlined in Appendix C. The specific coverage provisions, terms, and conditions are identified in the plan policy issued by the carrier.

Full-time employees are eligible to participate in the plan following the completion of thirty (30) days of employment with the Employer in a full-time position. Employees who elect not to participate in the plan when initially eligible may be eligible to participate at a date thereafter as established by the insurance carrier or as required under any Federal or State healthcare reform act. Employees electing to participate in the plan must complete the applicable insurance forms within thirty (30) days from the date of eligibility.

In the event that two employees are married to each other, only one insurance policy may be purchased and the other spouse will not be eligible for a payment in lieu of health insurance pursuant to Section 12.9 of this contract. Employees are eligible to change plans during the City's annual open enrollment period.

In the event that two employees of this bargaining unit are otherwise related and eligible to be covered under one policy (e.g. father and daughter both work for the Fire Department in a full-time status), the employee adult dependent may choose to enroll in his or her own policy with the City. If the employee adult dependent chooses to be insured under the parent's policy with the City, the employee adult dependent would not be eligible for pay in lieu of health insurance pursuant to Section 12.9 of this contract.

Employees who retire from the Employer on or after 7/1/2019 are not eligible to participate in the health plan except through COBRA continuation of benefits.

Payment of Health Insurance Costs. During the term of this Agreement, except as provided in this Section 12.1, the City agrees to pay its portion of the health insurance expenses for single subscriber, two-person, and family coverage for eligible employees who elect to participate in the group health insurance plan. All employees who are enrolled in the City's group health insurance plan will contribute an amount equal to two percent (2%) of the Plan's illustrative rates for the coverage level enrolled through payroll deduction (pre-tax). In the event that an employee is unable to pay by payroll deduction, the employee must issue payment (after-tax) directly to the City.

Section 12.2 Dental Plan. The Employer will make available a group dental insurance plan covering certain dental expenses for participating employees and their eligible dependents. This plan shall be on a voluntary basis for all full-time employees who elect to participate in the plan. The plan provides the coverage outlined in this section. The specific coverage provisions, terms, and conditions are identified in the plan policy issued by the carrier.

Class I Benefits (preventive services) covered 100%

Class II, III, and IV Benefits covered 80%

The maximum benefits for all Class I, II, and III combined benefits are \$1,200 per covered member per plan year.

Class IV (orthodontic) benefits are covered \$1,500 per covered dependent child (up to age 19) per lifetime.

Employees are eligible to participate in the plan following the completion of thirty (30) days of employment with the Employer in a full-time position. Employees who elect not to participate in the plan when initially eligible may be eligible to participate at a date thereafter as established by the insurance carrier. Employees electing to participate in the plan must complete the applicable insurance forms within thirty (30) days from the date of eligibility.

Section 12.3 Life Insurance. Commencing the first full month following completion of ninety (90) days of work, a full-time employee shall receive a fully paid term life insurance policy. The amount of the policy will be the same as the employee's annual salary to the nearest one thousand dollars (\$1,000). The value of each employee's policy will be updated annually on or about July 1<sup>st</sup>. 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 Retirement Health Savings. Employees shall be automatically enrolled in a Retirement Health Savings (RHS) plan effective 7/1/2016 and upon hire thereafter. Contributions to the RHS will be made on a pretax basis as allowable under IRS regulations.

(a) Employer contributions to the Employee's RHS shall be as follows:

- a. \$50.00 per pay period effective July 1, 2022
- b. \$55.00 per pay period effective July 1, 2023
- c. \$60.00 per pay period effective July 1, 2024

(b) Employees are required to contribute to their RHS as follows:

- a. One and a quarter percent (1.25%) effective July 1, 2022
- b. One and a half percent (1.5%) effective July 1, 2023
- c. Two percent (2%) effective July 1, 2024

Section 12.6 Pay In Lieu of Health Insurance. Employees who have available health insurance through a plan under another employer and elect to drop out of the Employer's health care plan shall be eligible to receive three thousand dollars (\$3,000) per year in lieu of health insurance. This may be paid to the employee 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 health 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 health insurance coverage 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 employee premium share for Kentwood health insurance coverage, during the period they opt out (See Section 12.1).



Section 12.7      Long-Term Disability Insurance. 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 90 calendar days 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.

Section 12.8      Vision Plan. The Employer will make available a group vision insurance plan covering certain vision expenses for participating employees and their eligible dependents. This plan shall be on a voluntary basis for all full-time employees who elect to participate in the plan. The plan provides the coverage outlined as follows:

Plan Year:	July 1 through June 30
Maximum Benefit Allowance:	\$500 per person per plan year for all covered items combined listed below
Vision Examination:	Covered at 100% of reasonable & Customary (R&C) fee
Eyeglass Lenses (pair):	Covered at 100% following at \$10.00 copayment, subject to the Maximum Benefit Allowance
Eyeglass Frames:	Covered up to \$130.00
Contact Lenses (pair):	
Elective:	Covered up to \$130.00
Contact Lens Fitting Fee:	Covered Up to \$40.00
Lasik Surgery:	Covered 100% up to the Maximum Benefit Allowance
Covered Extra Lens Features:	Coverage available as described in the Vision Plan policy

The plan covers products and services described in the policy which are prescriptive and correct vision. The plan does not cover products which do not correct vision (e.g. contact lenses that only change your eye color but do not correct your vision). The specific coverage provisions, terms, and conditions are identified in the plan policy issued by the carrier.

Full-time employees are eligible to participate in the plan following the completion of thirty (30) days of employment with the Employer in a full-time position. Employees who elect not to participate in the plan when initially eligible may be eligible to participate at a date thereafter as established by the insurance carrier.

Employees who participate in the plan shall be required to pay 30% of the plan's illustrative rates. Employees must remain enrolled for a minimum of two years (exceptions are made for employment ending or becoming ineligible for benefits).

## LONGEVITY

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

After 10 years	\$800
After 15 years	\$1,000
After 20 years	\$1,200
After 25 years	\$1,500

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 for Fire Fighter wages at Four (4) Years and the resulting wages for all other positions:

- (a) Effective July 1, 2022 a four percent (4%) increase
- (b) Effective July 1, 2023 a three percent (3%) increase
- (c) Effective July 1, 2024 a two percent (2%) increase

Fire Fighter step progressions shall equal five percent (5%) between steps. Increases to Fire Fighter wages shall be applied to the highest paid step and the five percent (5%) step shall be calculated down from that salary, thus always maintaining a five percent (5%) pay increase with each movement through the steps and subsequent annual pay increases described above.

Engine Operator, Fire Inspector, and Fire Marshal step progressions shall equal five percent (5%) between steps.

There will be a three percent (3%) differential between the maximum wages of Engine Operator and Fire Fighter, a ten percent (10%) differential between the maximum wages of Lieutenant Inspector/Fire Inspector and Fire Fighter, a fourteen percent (14%) differential between the maximum wages of Captain and Fire Fighter, and an eighteen percent (18%) differential between the maximum wages of Battalion Chief/Fire Marshal and Fire Fighter.

Section 14.2 Pay Period. Each employee shall receive a 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. An Employee who is directed by the Fire Chief or designee to work in a job classification above the employee's current job classification shall receive a percentage of premium pay above their current wage based on the following:

- (a) Fire Fighter designated to work as an Engine Operator: 2.5%
- (b) Fire Fighter designated to work as a Lieutenant Inspector: 5%
- (c) Engine Operator designated to work as Lieutenant Inspector: 2.5%
- (d) Lieutenant Inspector designated to work as:
  - i. Captain: 2.5%
  - ii. Battalion Chief: 5%
- (e) Captain designated to work as a Battalion Chief: 2.5%

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 plan and a defined contribution plan.

- (a) Defined Benefit Plan Option. The defined benefit plan is closed. The plan was only available to employees hired before July 1, 2000. The defined benefit plan provides for normal retirement benefits at age 55. Normal retirement benefits 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.

Participants shall contribute seven percent (7%) of their compensation (pre-tax) to the plan.

- (b) Defined Contribution Plan. The defined contribution plan 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 nine percent (9%) of the participant's compensation.
- (2) 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 Pension Benefits. Participants in the Defined Benefit Plan who incur a total and permanent disability while on duty for the employer will be eligible for a disability pension benefit. This disability pension benefit pays accrued regular pension benefits, offset by workers' compensation payments and Social Security Disability payments. At normal retirement age, as defined in the retirement plan, the participant shall be credited additional service credits not to exceed 15 additional years.

Participants in the Defined Benefit Plan who incur a non-duty related total and permanent disability shall be covered by the City's long-term disability insurance plan.

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.

Disqualification.

No participant shall be deemed to be totally and permanently disabled if their incapacity consists of chronic alcoholism or addiction to narcotics, or, if such incapacity was contracted, suffered or incurred while they were engaged in a felonious criminal enterprise, or resulted from an intentionally self-inflicted injury.

A participant shall not be retired for disability who does not return to the 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 payable.

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 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 16.3      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 a Union representative before the employee 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 16.4      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       |
| polo shirts        | workout shirt and shorts |
| shoes and/or boots | warm-up pants            |
| t-shirts           | 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 16.5      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 16.6      Basic EMT-B. The minimum qualifications for all Fire Fighters shall be as Basic EMT-B.

Section 16.7      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 16.8      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 16.9      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 16.10      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 16.11      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 16.12 Mileage Allowance. The City agrees to reimburse employees for the use of their personal vehicles for emergency call-back and for other instances as approved by the Fire Chief. The rate to be utilized will be the current IRS approved rate, rounded to the lower whole cent.

Section 16.13 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 16.14 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 16.15 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, Fire Captain, and Fire Battalion Chief.

Section 16.16 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 Employee Handbook govern.

Section 16.17 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 16.18 Food Allowance. A food allowance of three hundred dollars (\$300) 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 16.19 Physical Fitness Assessment. Employees are required to maintain the level of physical fitness/wellness expressed in the Fire Department's physical fitness program. An employee who is unable to pass the physical performance evaluation will enter a physical performance evaluation of up to four (4) weeks at the end of which the employee's physical performance will be re-evaluated. 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 16.20 Federal Americans 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 16.21 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 16.22 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.

Section 16.23 Local Financial Stability and Choice Act. The parties agree that an emergency manager appointed under the Local Financial Stability and Choice Act, 2012 PA436, MCL 141.1541 to 141.1575 ("Act"), shall be allowed to reject, modify, or terminate this collective bargaining agreement as provided in the Act.





## 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, 2025. If either party desires to terminate this Agreement, it shall, at least sixty (60) days prior to June 30, 2025, 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, 2025, subject to modification by either party with at least sixty (60) days' written notice prior to June 30th of any subsequent year.

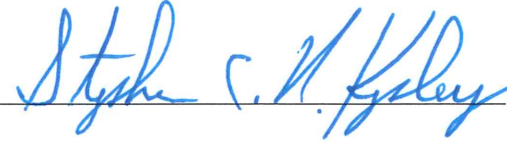


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 6<sup>th</sup> day of June, 2022.

Kentwood Professional Fire Fighters  
Union, Local 3174

  
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City of Kentwood

  
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## APPENDIX A

### Wage Detail

July 1, 2022

#### Fire Fighter

Rates	Start	6 Months	1 Year	2 Years	3 Years	4 Years
Annual	\$59,963	\$62,962	\$66,111	\$69,417	\$72,888	\$76,533
Hourly	\$21.97	\$23.07	\$24.22	\$25.43	\$26.70	\$28.04

#### Engine Operator

Rates	Start	6 Months	1 Year	2 Years	3 Years	4 Years
Annual				\$71,500	\$75,075	\$78,829
Hourly				\$26.20	\$27.50	\$28.88

#### Lieutenant Inspector

Rates						4 Years
Annual						\$84,186
Hourly						\$30.84

#### Captain

Rates						4 Years
Annual						\$87,248
Hourly						\$31.96

#### Battalion Chief

Rates						4 Years
Annual						\$90,309
Hourly						\$33.09

#### Inspector

Rates	Start	6 Months	1 Year	2 Years	3 Years	4 Years
Annual	\$65,960	\$69,259	\$72,722	\$76,359	\$80,177	\$84,186
Hourly	\$31.72	\$33.30	\$34.97	\$36.72	\$38.55	\$40.48

#### Marshal

Rates	Start	6 Months	1 Year	2 Years	3 Years	4 Years
Annual	\$70,758	\$74,296	\$78,011	\$81,912	\$86,008	\$90,309
Hourly	\$34.02	\$35.72	\$37.51	\$39.39	\$41.35	\$43.42

July 1, 2023

Fire Fighter

Rates	Start	6 Months	1 Year	2 Years	3 Years	4 Years
Annual	\$61,763	\$64,852	\$68,095	\$71,500	\$75,075	\$78,829
Hourly	\$22.63	\$23.76	\$24.95	\$26.20	\$27.50	\$28.88

Engine Operator

Rates	Start	6 Months	1 Year	2 Years	3 Years	4 Years
Annual				\$73,644	\$77,327	\$81,194
Hourly				\$26.98	\$28.33	\$29.75

Lieutenant Inspector

Rates	Start	6 Months	1 Year	2 Years	3 Years	4 Years
Annual						\$86,712
Hourly						\$31.77

Captain

Rates	Start	6 Months	1 Year	2 Years	3 Years	4 Years
Annual						\$89,865
Hourly						\$32.92

Battalion Chief

Rates	Start	6 Months	1 Year	2 Years	3 Years	4 Years
Annual						\$93,018
Hourly						\$34.08

Inspector

Rates	Start	6 Months	1 Year	2 Years	3 Years	4 Years
Annual	\$67,939	\$71,336	\$74,903	\$78,649	\$82,582	\$86,712
Hourly	\$32.67	\$34.30	\$36.02	\$37.82	\$39.71	\$41.69

Marshal

Rates	Start	6 Months	1 Year	2 Years	3 Years	4 Years
Annual	\$72,880	\$76,524	\$80,351	\$84,369	\$88,588	\$93,018
Hourly	\$35.04	\$36.80	\$38.64	\$40.57	\$42.60	\$44.73

July 1, 2024

Fire Fighter

Rates	Start	6 Months	1 Year	2 Years	3 Years	4 Years
Annual	\$62,999	\$66,149	\$69,457	\$72,930	\$76,577	\$80,406
Hourly	\$23.08	\$24.24	\$24.45	\$26.72	\$28.06	\$29.46

Engine Operator

Rates	Start	6 Months	1 Year	2 Years	3 Years	4 Years
Annual				\$75,118	\$78,874	\$82,818
Hourly				\$27.52	\$28.90	\$30.34

Lieutenant Inspector

Rates	Start	6 Months	1 Year	2 Years	3 Years	4 Years
Annual						\$88,447
Hourly						\$32.40

Captain

Rates	Start	6 Months	1 Year	2 Years	3 Years	4 Years
Annual						\$91,663
Hourly						\$33.58

Battalion Chief

Rates	Start	6 Months	1 Year	2 Years	3 Years	4 Years
Annual						\$94,879
Hourly						\$34.76

Inspector

Rates	Start	6 Months	1 Year	2 Years	3 Years	4 Years
Annual	\$69,298	\$72,763	\$76,402	\$80,223	\$84,235	\$88,447
Hourly	\$33.32	\$34.99	\$36.74	\$38.57	\$40.50	\$42.53

Marshal

Rates	Start	6 Months	1 Year	2 Years	3 Years	4 Years
Annual	\$74,339	\$78,056	\$81,959	\$86,057	\$90,360	\$94,879
Hourly	\$35.74	\$37.53	\$39.41	\$41.38	\$43.45	\$45.62

## APPENDIX B

### Substance Abuse Policy

#### I. PURPOSE:

- A. To establish and maintain a safe, healthy working environment for all employees.
- B. To ensure the reputation of the Kentwood Fire Department and its firefighters as good, responsible citizens worthy of public trust.
- C. To reduce the incidents of accidental injury to persons or property.
- D. 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.

#### II. 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 non-abusers 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.

#### III. DEFINITIONS:

- A. Alcohol or Alcohol Beverage - means any beverage that has an alcoholic content, excluding "other medicines" taken in compliance with Section V.
- B. Drug - means any substance (other than alcohol) capable of altering the mood, perception, or judgment of the individual consuming it.
- C. Prescribed Drug - means any substance prescribed for the individual consuming it by a licensed medical practitioner.
- D. Illegal Drug - means any drug or controlled substance, the sale or consumption of which is illegal.
- E. Supervisor/Command Officer - means the officer, acting officer or individual who is the member's immediate supervisor in the chain of command.
- F. Shift Commander - means the Battalion Chief, or an officer acting in the capacity of Battalion Chief, who is on duty at station #1.

- G. Impairment - means to injure by weakening, diminishing or decreasing strength and value, physical or mental.
- H. Use - means to avail oneself of, put to one's own purpose, to consume or expend by using.
- I. Employee Assistance Program - means the Employee Assistance Program provided by the City of Kentwood.

IV. EMPLOYEE ASSISTANCE PROGRAM - CITY OF KENTWOOD:

- A. Any employee who feels that he/she 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.
- B. 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.
- C. 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 co-pay as required by the employee's insurance carrier. The rehabilitation program used will be that which is referred to by the Employee Assistance Program.
- D. 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.
- E. Upon successful completion of treatment, the employee will be returned to active status without reduction of pay or seniority.

V. PRESCRIPTION DRUGS:

- A. 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.
- B. 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.
- C. 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.

VI. PROCEDURES FOR TESTING:

- A. 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:
  - 1. During the employee's routine, annual physical assessment.
  - 2. The employee is, based on "reasonable suspicion," requested/ ordered to submit to testing by a command officer.
- B. Payment for Testing - The cost for any drug testing/screening under this section shall be borne by the employer.
- C. Standards for Determining Reasonable Suspicion
  - 1. 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.
  - 2. 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.
  - 3. 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.

D. 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.

E. 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.

F. 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 off-duty 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.

G. 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.

H. 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. 11979-11989). A "Split Specimen" shall be drawn in all drug testing procedures to eliminate any false positives.



I. 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.

VII. EMPLOYEE ASSISTANCE AND DISCIPLINE:

- A. 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.
- B. Employees who fail to complete the Employee Assistance Program as specified in (A) above, may be disciplined up to and including discharge.
- C. 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.
- D. 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.
- E. 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.
- F. 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).
- G. 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.

VIII. 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.

IX. EFFECTIVE DATE - NOTICE TO EMPLOYEES - OTHER LAWS:

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

## Appendix C

### Health Plan

The City shall provide the following health plan coverage identified in this appendix. Details of the coverage listed below can be found in the City of Kentwood Health Care Plan Document.

#### High Deductible Health Plan (HDHP)

- Deductible: Minimum deductible required to meet IRS definition of a High Deductible Health Plan for single and family coverage levels, adjusted annually as required
- Out-of-Pocket Maximum: The higher of \$2,000 single / \$4,000 two-person or family or an amount equal to the deductible
- Prescriptions are subject to the deductible and then covered as follows:
  - Generic: \$15 copayment
  - Preferred Brand: \$50 copayment
  - Non-Preferred Brand: \$80 copayment
  - Specialty Drugs: 20% co-insurance
- Prescription drug costs paid by the employee are included in the out-of-pocket maximum.
- Preventive Services: Covered 100%
- Hospital, office visit, specialist, urgent care, emergency room, ambulance, and high tech imaging are covered 80% after deductible.

For employees enrolled in the HDHP as of July 1<sup>st</sup> of each plan year, the City will contribute an amount equal to 50% of the employee's coverage level deductible to each enrolled subscriber employee's Health Savings Account (HSA) annually in July, for each plan year of this contract. The City HSA contribution shall be prorated based on actual months covered in the City's HDHP. Employees may contribute to their HSA from their compensation (pre-tax) up to the IRS annual maximum contribution by payroll deduction.