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A G R E E M E N T

Between

THE CITY OF KALAMAZOO

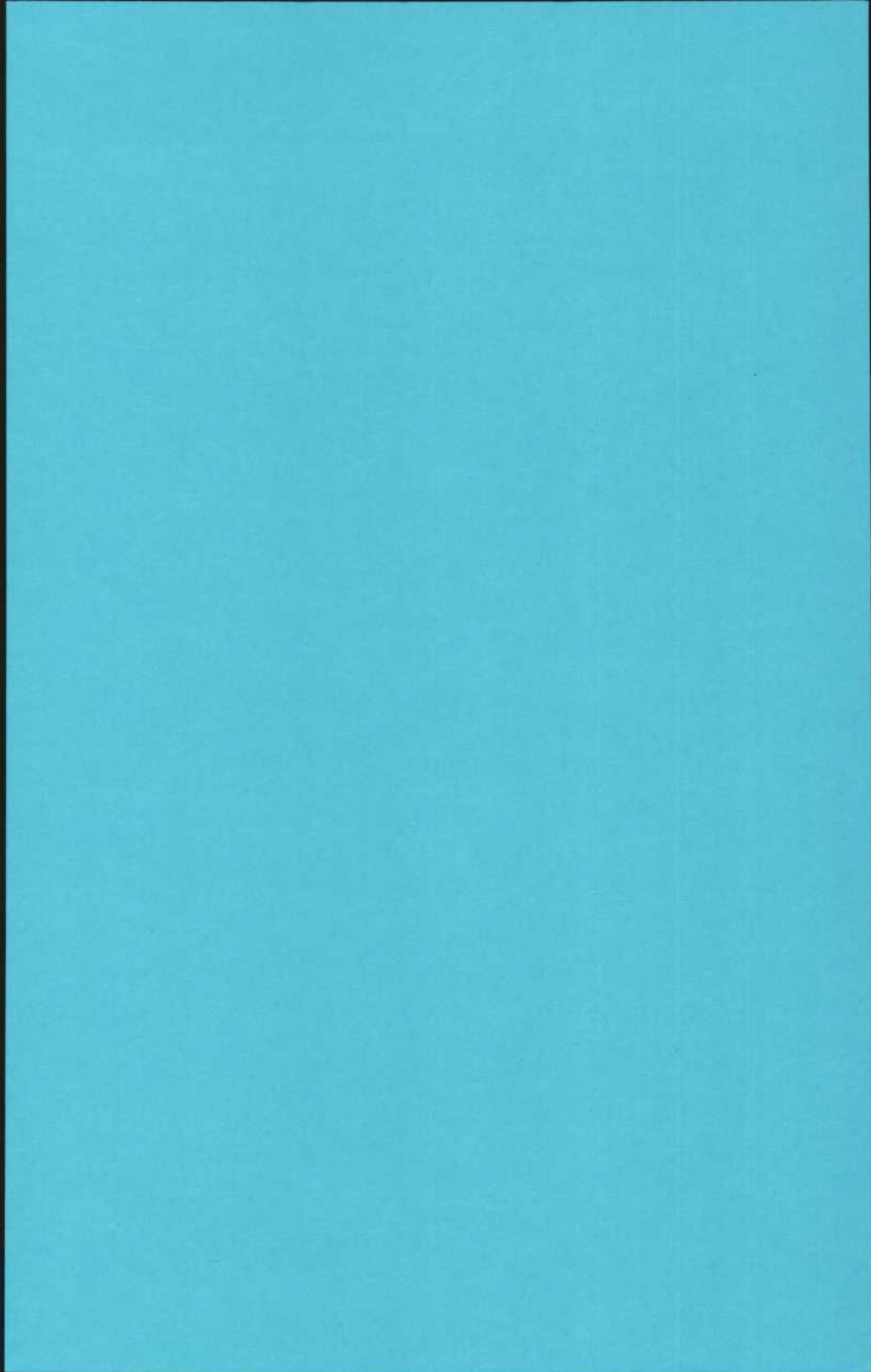
And

**KALAMAZOO POLICE
SUPERVISOR'S ASSOCIATION**

Kalamazoo City of

**A UNIT OF THE
MICHIGAN FRATERNAL ORDER OF POLICE**

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AGREEMENT

Between

THE CITY OF KALAMAZOO

and

KALAMAZOO POLICE SUPERVISOR'S ASSOCIATION

January 1, 1994

to

December 31, 1997

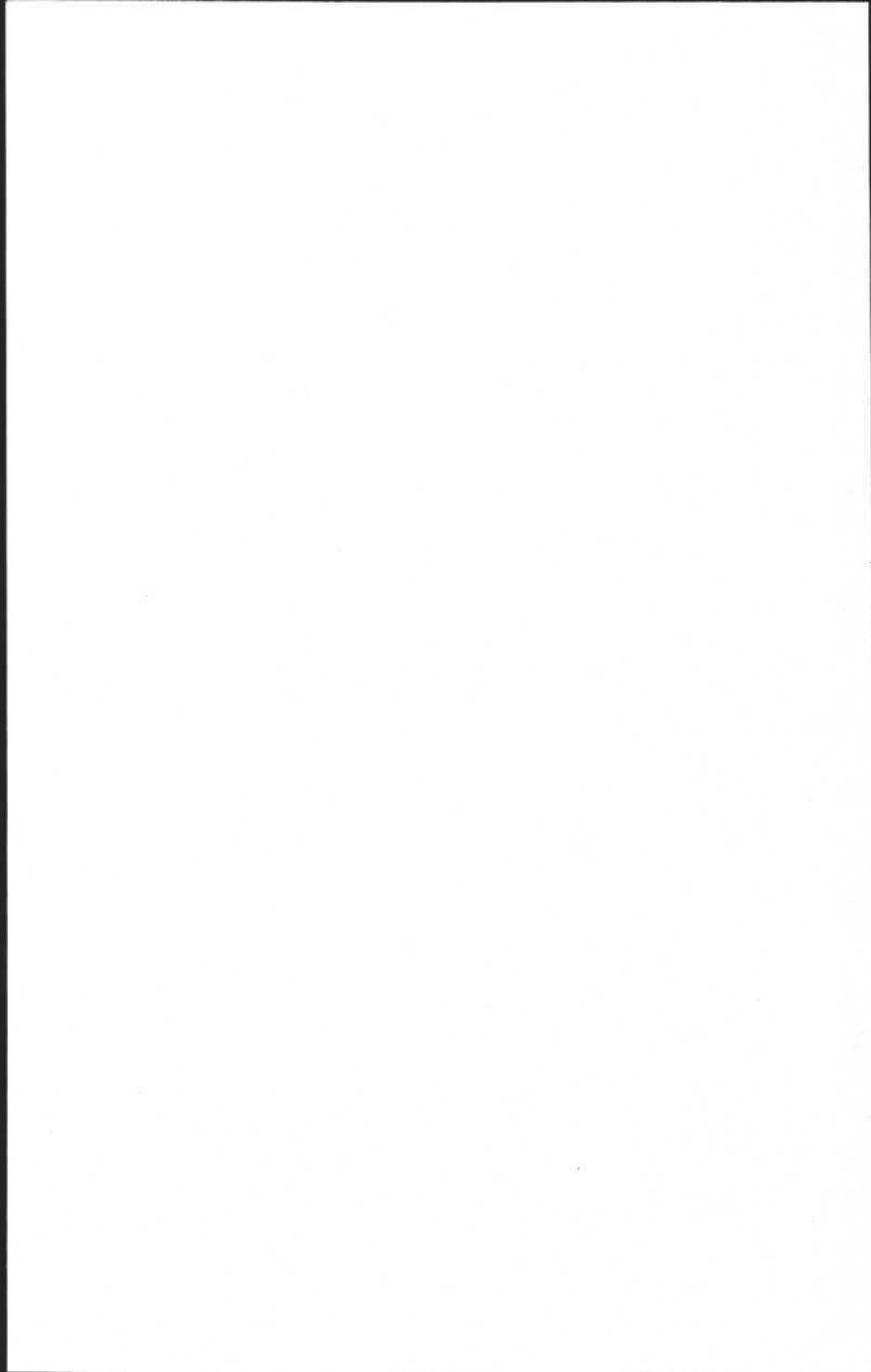
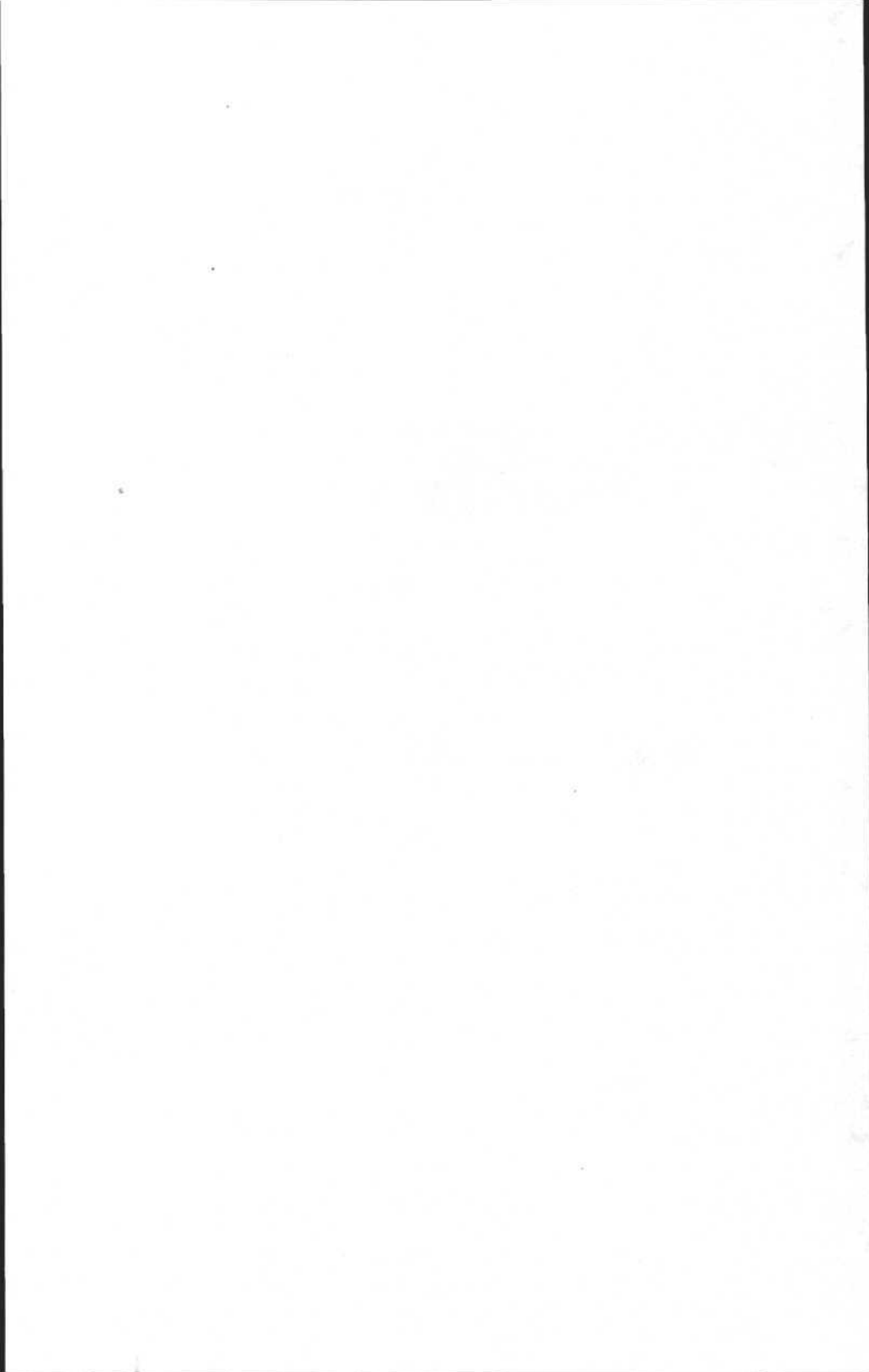


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AGREEMENT

This Agreement effective the 1st day of January, 1994, by and between the CITY OF KALAMAZOO, hereinafter referred to as the "Employer", and KALAMAZOO POLICE SUPERVISOR'S ASSOCIATION, hereinafter referred to as the "Association".

PURPOSE AND INTENT

The general purpose and intent of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees and the Association. Recognizing that the interest of the community and the job security of the employees depends upon the Employer's ability to continue to provide proper services to the community, the Employer and the Association, for and in consideration of the mutual promises, stipulations, and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of the Agreement.

ARTICLE I - RECOGNITION

Section 1. Recognition: Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the Employer recognizes the Association as the sole and exclusive collective bargaining agency for all full-time employees occupying any of the job classifications set forth in Appendix "A" attached hereto.

Section 2. Management's Rights: The Association recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct or supervise the operations of the Employer and the employees are vested solely and exclusively in the Employer.

Section 3. Rules and Regulations: The Employer agrees that, except as specifically provided in this Agreement, all conditions of employment, working conditions and fringe benefits that are set forth in the Civil Service Ordinances, City Personnel Rules, Regulations and Personnel Policies of the City of Kalamazoo and the Kalamazoo Public Safety Department general, divisional, and special orders shall remain and be applied as applied on the effective date of this Agreement. Prior to implementation of any change in the above, the

Employer agrees to give the affected employees notice of such change. In the event the Association believes that such amended or new rule, policy or regulation is unreasonable, it shall have the right to file a grievance, provided such grievance is filed within five (5) regularly scheduled working days after receipt of notice of such change. The grievance shall be processed starting at the Second Step of the grievance procedure.

Section 4. Anti-discrimination: The City and the Association agree that for the duration of this Agreement neither shall discriminate against any employee because of race, color, creed, age, sex, height, weight, marital status, religion, physical handicap, nationality or political belief, nor shall the City or its agents nor the Association, its agents or members discriminate against any employee because of his or her membership or non membership in the Association or his or her activities on behalf of the Association.

Section 5. Union Activity During Working Hours: The Association agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Association activity during working hours.

Section 6. Representation: Employees within the bargaining unit shall be represented by a committee of five, who are elected members of the Association. Immediately following the selection of the Association's representatives, the Employer shall be furnished with the names of those selected to represent the Association. Such representative shall suffer no loss of pay for time necessarily lost from the regularly scheduled working hours while investigating and presenting grievances as provided in the grievance procedure. Those members elected by the Association to conduct negotiations on behalf of the Association shall suffer no loss of pay for time necessarily lost from scheduled work while involved in negotiations. Association representatives shall request permission from their immediate supervisor when there is a necessity for them to leave their assignment for grievance and/or negotiation purposes.

Section 7. Union Security: As a condition of continued employment, all present employees covered by this Agreement shall become and remain members in good standing of the Association or cause to be paid to the Association a service fee equivalent to the amount of dues uniformly required of members. All employees covered by this Agreement who are promoted into the bargaining unit after the effective date thereof, shall become and remain members of the Association in good standing or pay a service fee equivalent to the amount of dues uniformly required of

members, within thirty-one (31) working days after the date of promotion to the bargaining unit.

Section 8. Check-Off Authorization: Upon receipt of a voluntary written assignment from an employee covered by the Agreement, the Employer shall each month deduct from the employee's pay the amount owed to the Kalamazoo Police Supervisor's Association by such employee for membership dues or for the representative fee. Dues or fees deducted by the Employer for any calendar month shall be remitted to the designated financial officer of the Kalamazoo Police Supervisor's Association along with a record of those from whom deductions have been made. The Association agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Association dues or representative fee.

ARTICLE II - KPSA/MANAGEMENT MEETINGS

Section 1. Subjects: In order to facilitate communication, the Employer and the Association agree to meet and confer pursuant to this Article on matters of interest, excluding grievances.

Section 2. Representatives: The Association shall be represented at KPSA/Management meetings by its Executive Board. The Employer shall be represented by the Public Safety Chief or designated representative and other Employer representatives.

Section 3. Notice Requirements: The party requesting a KPSA/Management meeting shall submit a written notice of his or her desire to have a KPSA/Management meeting. The notice must be accompanied by an agenda of the subjects that party serving such notice wishes to discuss. If both parties have subjects they wish to discuss, they shall exchange agendas at least two (2) days prior to such meeting. Discussions at KPSA/Management meetings shall be limited to the items set forth in the agendas.

Section 4. Meeting Times: KPSA/Management meetings shall be held within ten (10) regularly scheduled working days of the receipt of the written request between the hours of 8:00 a.m. and 5:00 p.m. at a time and place specified by the Employer. KPSA/Management meetings may be held as often as necessary, but the Association shall not have the right to cause a KPSA/Management meeting to convene more often than once each

month, unless the Public Safety Chief or designated representative agrees to the additional conference.

Section 5. Compensation for Attendance: Association representatives may meet at a suitable place designated by the Employer on the Employer's property for a period of, unless otherwise approved in advance by the Public Safety Chief, not to exceed fifteen (15) minutes immediately preceding a KPSA/Management meeting. Employees shall be paid by the Employer at the regular rate of pay for all time necessarily lost from regularly scheduled work while attending KPSA/Management meetings. For the purpose of computing overtime, time necessarily lost from regularly scheduled work in KPSA/Management meetings shall be treated as hours worked.

ARTICLE III - GRIEVANCE PROCEDURE

Section 1. Grievance Procedure: A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement. All grievances shall be resolved in the following steps:

(1) In the event a grievance arises that cannot be resolved informally through discussions with management, the grievance will be reduced to writing and presented to the Chief within five (5) regularly scheduled working days after the employee has knowledge of the occurrence of the event upon which the grievance is based or, if he or she has no knowledge of the occurrence of the event, then within five (5) regularly scheduled working days after the conditions were such that the employee should have had knowledge, whichever is sooner. The Chief shall have five (5) working days to either grant or deny a grievance. Any denial shall state the reasons for the denial.

(2) If that decision is unacceptable, the Association will have five (5) regularly scheduled working days to appeal the Chief's decision to the Human Resources Department. The notice of appeal shall include a general statement of the reasons for the appeal. Within five (5) regularly scheduled working days after such appeal the Human Resources Department shall set up a meeting to discuss the differences with both parties present. Five (5) regularly

scheduled working days from that meeting the Human Resources Department will render a decision.

(3) If that decision is unacceptable, the matter shall be appealed to the City Manager or his or her designate within five (5) regularly scheduled working days. The notice of appeal shall include a general statement of the reasons for the appeal. The City Manager will have five (5) regularly scheduled working days to render a decision.

(4) In the event that the City Manager's decision is unacceptable, the Association may appeal such decision under the arbitration procedure provided herein.

Section 2. Arbitration Submission: If the grievance is not satisfactorily settled within the procedure previously described, the Association or the Employer may, within thirty (30) days, following receipt by the Association of the City Manager's answer, demand arbitration by submitting its demand to the American Arbitration Association with a copy to the other party.

Section 3. American Arbitration Association: If a demand for arbitration is submitted, the grievance shall be submitted to arbitration by the American Arbitration Association in accordance with its voluntary labor arbitration rules. The fees and expenses of the arbitrator shall be borne equally by the Employer and the Association.

Section 4. Arbitrator's Authority: The arbitrator shall be limited to the interpretation and application of this Agreement as written and he or she shall have no authority to add to, subtract from or modify any provisions of this Agreement, Civil Service Ordinances, City Personnel Rules, Regulations and Personnel Policies of the City of Kalamazoo and the Kalamazoo Public Safety Department Rules and Regulations and/or Policies and Procedures but shall be limited solely to the interpretation and application of the specific provisions contained therein. However, nothing shall be construed to limit the authority of the arbitrator, in his or her respective judgment, to sustain, reverse or modify an alleged unjust discipline or discharge that may reach this step of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto.

Section 5. Time Limits: Time limits at any step of the grievance procedure may be extended only by mutual agreement in writing. In the

event the Employer fails to reply to a grievance at any step, in the time limit specified, then the grievance may be appealed to the next step. In the event the Association does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as settled on the basis of the Employer's last answer.

Section 6. Arbitration Awards: Arbitration awards will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based. In no event shall monetary adjustments of a grievance cover a period prior to ninety (90) days before the filing of the written grievance.

ARTICLE IV - DISCHARGE AND SUSPENSION

Section 1. Discharge and Suspension: In the event an employee in the bargaining unit shall be suspended from work for disciplinary reasons or is discharged from his or her employment after the date hereof and he or she believes that he or she has been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the Chief or designated representative within three (3) regularly scheduled working days after such discharge or after the start of such suspension:

(a) The Employer agrees to promptly notify in writing the employee's grievance committee person (or, in his or her absence, the Chair of the Association's grievance committee) of such suspension or discharge.

(b) A suspended or discharged employee, if he or she so desires, will be allowed to discuss his or her suspension or discharge with his or her grievance committee person (or, if he or she is not readily available, with the chair of the grievance committee) before being required to leave the property of the Employer.

(c) It is understood and agreed that when an employee files a grievance with respect to his or her disciplinary action, suspension or discharge, the act of filing such grievance shall constitute his or her authorization of the Employer to reveal to the participants in the grievance procedure relevant information available to the Employer concerning the alleged

offense and such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.

(d) If an employee has properly requested a hearing under the Michigan Veterans' Preference Act (thirty (30) days from the day of suspension or discharge) and at the same time has submitted the dispute for resolution under the grievance procedure, it is the desire of the Employer and the Association that the grievance procedure be exhausted prior to the date of the hearing under the Act. Accordingly, in order for the grievance to be processed under the grievance procedure, the employee must agree to postpone the date of hearing under the Act until the grievance procedure is exhausted.

(e) Any employee covered by this Agreement may view the contents of his or her personnel file which is located in the Human Resources office in the presence of a member of the Human Resources staff at any reasonable time, upon request.

Section 2. Reinstatement: In the event it should be decided under the grievance procedure that the employee was unjustly suspended or discharged, the Employer shall reinstate such employee and pay full compensation, partial compensation or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay at the time of such discharge or the start of such suspension, less the amount of any unemployment compensation received or any compensation earned as a result of being available for other work during the period of suspension or discharge.

ARTICLE V - STRIKES AND LOCKOUTS

Section 1. No Strike - No Lockouts: The Association agrees that during the life of this Agreement neither the Association, its agents nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown or strike. The Employer agrees that during that same period there will be no lockouts.

Section 2. Discipline for Striking: Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined at the sole discretion of the Employer. It is understood and agreed that the question as to whether the actions of

employees constitute such proscribed activity may be subject to the grievance procedure.

ARTICLE VI - SENIORITY

Section 1. Definition of Seniority: Departmental seniority shall be defined as an employee's length of continuous service with the City's Police Department, Fire Department or Public Safety Department since his or her last hiring date. Classification seniority shall commence upon an employee's date of entry into a classification and shall include his or her seniority in an equal or higher classification in which he or she has served a satisfactory probationary period. Departmental seniority and classification seniority shall terminate when an employee is permanently transferred to another department of the Employer, quits, retires, or is discharged for cause. No time will be deducted from an employee's length of service due to absences occasioned by authorized personal leaves of absence, vacations, sick or accident leaves or for layoffs, except as hereinafter provided. Seniority shall apply only to full-time employees who are regular employees of the Employer.

Section 2. Layoff and Recall Procedure: If it is necessary to reduce the number of employees in a job classification, employees shall be removed on the basis of their classification seniority. Employees removed from a classification may exercise their classification seniority in any other classification in which they have seniority. Employees shall be recalled in accordance with their classification seniority.

(a) No bargaining unit member in a Police classification shall be reduced in classification, either to another classification within the bargaining unit or within the KPOA, so long as there is an employee in the equivalent Public Safety Officer classification who has less classification seniority when compared with the classification seniority of the employee in the Police classification.

Section 3. Shift Assignments: Employees shall be assigned to the affected shifts and platoons within each classification on the basis of classification seniority. Such shift bids will occur in April and October. If vacancies occur in any Division outside of the April/October bid, they shall be filled by classification seniority. If there are no volunteers, the least senior employee within the classification shall be assigned to the position within 15 days of the vacancy.

Section 4. Termination of Seniority: An employee's seniority shall terminate:

(a) If he or she quits, retires or is discharged for cause.

(b) If following a layoff he or she fails or refuses to notify the Employer of his or her intention to return to work within seven (7) calendar days after a written notice by certified mail of such recall is sent to his or her last address on record with the Employer unless the Chief or designated representative is informed in writing by the employee that he or she will be on vacation and will not be able to be reached at a specific location, in which event he or she shall not be subject to recall until he or she has notified the Chief or designated representative of an address where he or she can be reached (during such period of time, employees with less seniority may be recalled pursuant to Section 4 of this Article, subject to the bumping rights of the vacationing employee) or, having notified the Employer of his or her intent to return fails to do so within fourteen (14) calendar days after such notice is sent.

(c) If he or she is absent for two (2) regularly scheduled working days without notifying his or her Command Officer or the Human Resources Director prior to or within such two (2) day period of a justifiable reason for such absence if it was possible for such notice to be given.

(d) If he or she accepts employment elsewhere while on leave or absence unless he or she has prior written approval for such employment from the Chief or does not return to work immediately following the expiration of a leave of absence, unless, in the latter case, he or she presents evidence satisfactorily to the Employer that it was impossible for him or her to return to work at the expiration of such leave.

(e) When he or she has been laid off for a continuous period of time in excess of twelve (12) consecutive months. Such period shall be extended for a Sworn Police Officer for up to a maximum of twenty-four (24) consecutive months, provided that he or she continues to satisfy the certification

requirements established by the Michigan Law Enforcement Training Council.

Section 5. Promotion to Public Safety Officer Lieutenant: Only Public Safety Officer Sergeants who have satisfactorily completed one year in that classification will be eligible for promotion to Public Safety Officer Lieutenant. The promotional procedure shall be as follows:

(a) Written Examination. Those eligible shall take a written examination designed to fairly and fully test the comparative merit and fitness of the persons examined to discharge the duties of the position sought. The passing score of all examinations shall be established prior to the examination being given. Only those applicants who pass the written examination shall be eligible to continue to compete for promotion. The written examination shall constitute 50% of the applicant's total final score.

(b) Oral Examination. Those applicants who have satisfactorily completed the written examination shall appear before the Oral Examining Board. The Board shall consist of the Chief or representative, the Human Resources Director or representative, and a representative selected by the Association of an equal or higher rank than that being tested for. The Oral Examining Board shall inquire concerning the employee's experience, training, qualifications, attitude and any other factors deemed relevant by the members of the Board in order to determine the applicant's ability to perform the job for which he or she has made application. Members of the Oral Examining Board shall score each applicant at the completion of his or her interview. The average score obtained by an applicant shall constitute 50% of his or her total final score. The total final score shall then be forthwith computed.

(c) Eligibility List and Selection. Each applicant shall be notified of his or her total final score. The Chief shall make the selection from the five applicants having the highest total score on the eligibility list. The eligibility list shall remain in effect for one (1) year unless during such time less than three (3) names remain.

(d) In March each year, notice shall be posted for a period of fifteen (15) days during which time employees who

will satisfy the eligibility requirements as of May 1st of that year may indicate their interest in competing for a position by notifying the Chief's Office in writing. The examination will be conducted thirty (30) days following the posting.

Section 6. Promotion to Public Safety Officer Captain and Executive Public Safety Lieutenant: Only Public Safety Officer Lieutenants who have satisfactorily completed one (1) year in the classification will be considered eligible for promotion to Public Safety Officer Captain and Executive Public Safety Lieutenant. Applicants shall appear before the Oral Board consisting of the individuals provided for in paragraph (b) above, with a fourth member who shall be a Deputy Chief. The Oral Board shall take into account, the work record, experience, education, initiative, attitude, dependability, ability to communicate and such other factors as the Oral Board considers relevant in comparing the abilities of each applicant to perform the responsibilities of the Captain's or Executive Lieutenant's position. The applicants shall be rated by the Oral Board, and the Chief shall select from among the top three (3) applicants.

(a) In March each year, notice shall be posted for a period of fifteen (15) days during which time employees who will satisfy the eligibility requirements for Public Safety Captain as of May 1st of that year may indicate their interest in competing for a position by notifying the Chief's Office in writing. The oral board will be convened thirty (30) days following the posting. This provision will only occur if there is an anticipated opening.

Section 7. Probationary Period: When an employee is promoted to a higher paying job classification within the bargaining unit, he or she shall be on job probation in the classification to which he or she is promoted for a period of six (6) months. The purpose of the job probation is to give the Employer an opportunity to observe the employee at work in such classification and to form an opinion as to whether the employee has the ability, knowledge and skills required to satisfactorily perform the job duties. During the job probation the employee may be removed therefrom at any time he or she demonstrates that he or she is or will be unable to satisfactorily perform the requirements of the job. If so removed, the employee shall be returned to the last previous job classification he or she had regularly occupied.

Section 8. Temporary Transfers: The Employer shall have the right to temporarily transfer employees within the bargaining unit, irrespective of

their seniority status, from one job classification to another to cover the employees who are absent from work due to illness, accident, vacations or leaves of absence for the period of such absences.

The Employer shall also have the right to temporarily transfer employees within the bargaining unit, irrespective of their seniority status, to fill jobs or temporary vacancies and to take care of unusual conditions or situations which may arise for a period of not to exceed sixty (60) calendar days in any calendar year.

It is understood and agreed that any employee within the unit temporarily transferred in accordance with the provisions of this section, shall not acquire any permanent title or right to the job to which he or she is temporarily transferred, but shall retain his or her seniority in the permanent classification from which he or she was transferred.

Section 9. Promotions Outside the Bargaining Unit: If an employee is permanently promoted to a position not included in the bargaining unit and is thereafter returned to a position within the bargaining unit, he or she shall have accumulated departmental and classification seniority while working in the position outside of the bargaining unit. It is agreed that no employee covered by this Agreement shall be displaced from his or her job classification as a result of the return to the bargaining unit by another employee under this Section.

Section 10. Time for Filling Vacancies: When it is necessary to fill a new permanent job classification or a permanent vacancy in the existing job classification within the bargaining unit, such position shall be filled, or if no current eligibility list is in effect, then posted within thirty (30) calendar days from the date the position became vacant, unless the Chief determines that it is not necessary to fill the position within such period of time, in which event, he or she shall so notify the President of the Association. If a vacancy exists in a permanent job classification that is to be filled and no eligibility list exists, such list shall be established and the position filled within 120 days from the date the position became vacant.

ARTICLE VII - LEAVES OF ABSENCE

Section 1. Insurance Coverage During Leave of Absence: When an employee requests and is granted an unpaid leave of absence for more than fifteen (15) working days, the employee shall be allowed to continue the group insurance programs. The employer will pay insurances when the

employee is on an approved leave of absence with the exception of personal leaves.

Section 2. Personal Leave: The Employer may grant a leave of absence for personal reasons not to exceed thirty (30) calendar days, without pay and without loss of seniority. Permission for a leave of absence shall not be unreasonably withheld, however, the judgment of the Employer shall be the determining factor concerning the staffing requirements of the department. If the leave is member's choice, he/she shall pay the medical expenses after fifteen (15) days. If the leave is due to an injury (OJI) or department forced leave, medical benefits will be continued by the City.

Section 3. Medical Leave: Employees who because of an illness, injury or pregnancy are unable to perform all aspects of their regularly assigned work shall be given a leave of absence for the duration of such disability, but not to exceed twenty-four (24) consecutive calendar months (thirty-six (36) if a duty related disability), provided they promptly notify the Employer of the necessity therefore, provided further, that they supply the Employer with a certification from a medical doctor of the necessity for and continuation thereof when the same is requested by the Employer.

(a) The Employer will attempt to assign employees who are temporarily unable to perform all aspects of their regularly assigned work to limited duty assignments within the bargaining unit for the duration of the temporary disability, provided in its judgment such work is available. (This may include remaining on the same assignment with accommodations being made for the temporary disability).

Section 4. Military Leave: Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of his or her orders. Employees who are ordered to report for annual field training or called out due to active duty hereunder and who present evidence that they reported for and fulfilled such obligation, upon presenting evidence as to the amount of compensation received from the government, shall be paid the difference, if any, between what they received in the form of pay therefore, and what they would have received from the employer had they worked during such period. The compensation thus paid by the employer shall not exceed the difference in pay for eighty-four (84) hours in any one (1) calendar year.

(a) A full time employee who enters the military service by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable law.

Section 5. Critical Illness and Funeral Leave: Employees who furnish proof satisfactory to the Employer that a critical illness exists or a death has occurred within their immediate family shall be granted a paid leave subject to the following limitations:

(a) Paid leaves for critical illness of an emergency nature of a member of the employee's immediate family shall be available only in case of such illness on the part of the employee's then current spouse, or the employee's child or parent, and for a period not to exceed three (3) regularly scheduled working days at any one time.

(b) Paid leaves for the death of a member of an employee's immediate family shall be available in the event of the death of the employee's then current spouse, child, brother, sister, parent, grandparent, grandparent-in-law, mother-in-law, father-in-law, brother-in-law, or sister-in-law, providing the employee actually attends the funeral. Relatives other than those herein designated shall not be considered members of the immediate family for the purpose of this subsection. Paid funeral leaves shall be granted for the amount of time reasonably necessary, but may not be granted for a period in excess of four (4) consecutive calendar days ending with the day following the funeral unless the leave is for the purpose of attending a funeral which is to take place beyond a radius of three hundred (300) miles from Kalamazoo, in which event, the maximum paid funeral leave that may be granted shall be five (5) consecutive calendar days ending with the day following the funeral.

(c) One (1) day of paid critical illness or funeral leave shall be equivalent to the straight time hours lost from regularly scheduled work paid at the rate applicable to the employee's regular job classification assignment at the start of the absence for which compensation is requested.

Section 6. Union Business Leave: Employees who are elected or selected by the Association or the Kalamazoo Lodge No. 98 of the Fraternal Order of Police to attend national or state conventions of the Fraternal Order of Police as its delegates, or to attend educational conferences on union related matters shall be allowed time off with pay and without loss of seniority for a period of not to exceed five (5) calendar days to attend such conventions or educational conferences, provided the Chief or designated representative is advised in writing by the Association of such intended absence at least ten (10) regularly scheduled working days prior to the start thereof, and the needs of the department will not be seriously impaired by such absence. The cumulative number of hours for which the Employer will pay one or any combination of employees under this section during a calendar year shall not exceed a total of one hundred sixty (160) hours.

Section 7. Jury Duty Leave: The Employer agrees that when a full-time regular employee is called for jury duty he or she should not lose financially because of such duty. The Employer therefore agrees that it will schedule the employee for the day shift on the days he or she is scheduled for jury duty and will pay to such employee the difference between what the employee received as pay for jury duty and what he or she would have earned had he or she been able to work his or her entire regularly scheduled shift. Such payment will only be made on days when the employee otherwise would have been scheduled to work. An employee shall report promptly to work when he or she is excused from jury duty, provided he or she is excused during his or her regularly scheduled shift. Failure of the employee to so report shall cause him or her to forfeit all right and claim to jury pay under this Section. This Section does not apply to employees who volunteer for jury duty and the Employer's obligation to pay an employee for jury duty shall be limited to a maximum of forty-five (45) days in any calendar year.

ARTICLE VIII - HOURS OF WORK

Section 1. Normal Work Week: The normal work day shall consist of eight (8) hours per day. The normal work week shall consist of forty (40) hours per week, Public Safety Officer Sergeants, Lieutenants and Public Safety Officer Lieutenants assigned to shift supervision in the Uniform Division. For the excepted classifications, the normal work day shall consist of twelve (12) hours per day, and the normal work week shall consist of an

average of forty-two (42) hours. The average work week of forty-two (42) hours shall be on the basis of the following work cycle:

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	
A				X	X	X	X	X	X	X						X	X	X			X				X	X	X		
B	X											X	X	X	X	X	X	X					X	X	X				
C	X	X	X	X				X	X	X					X				X	X	X						X	X	X
D	X	X	X				X					X	X	X						X	X	X	X	X	X	X			

X refers to regularly scheduled off duty days

Section 2. Normal Work Schedule: The normal work schedule and work shift of employees in this bargaining unit shall remain the same as currently in effect at the signing of this Agreement, except as modified in Section 1. The excepted employees shall work an average work week of forty-two (42) hours.

(a) Public Safety Captains, as major division commanders, will have take home vehicle responsibilities, will share on-call responsibilities for major incidents and working fires on a periodic rotational basis to be established by general orders and will immediately respond when notified by communications using the 200 Code tone out. Captains will also respond to unusual events or operations after hours which are pertinent to their divisional responsibilities. Time spent on such after hours responses earn compensatory time off at the established contract rate. Management reserves the right to exempt a captain who by mutual agreement is unable to fulfill the responsibilities of this provision for health reasons.

Section 3. Forty (40) hour employees are allowed a one half (1/2) hour paid lunch.

Section 4. Minimum Manning: Divisional coverage by a Command Officer is from 8 AM to 5PM Monday - Friday, excluding holidays and vacations. The Operations Division shift minimum manning is :

Two (2) Lieutenants and five (5) Sergeants with the exception of Monday thru Friday 4AM - 10AM - when the minimum manning is One (1) Lieutenant and five (5) Sergeants.

On Saturday - Sunday 5AM-8AM the minimum manning is one (1) Lieutenant and five (5) Sergeants.

In case of an emergency, the Shift Commanders may call in or hold over minimum manning overtime persons.

At the end of 1991 a committee of KPSA/Management will meet to reevaluate the configuration of these 36 hours and manning levels if necessary.

Effective 1-1-95, one (1) Lieutenant and five (5) Sergeants, only when overtime would otherwise be necessary to maintain two (2) Lieutenants and five (5) Sergeants (i.e., if Sergeant staffing permits, the current practice of elevating a Sergeant to acting Lieutenant when deemed appropriate will continue). On Saturdays, Sundays, Holidays, Court Holidays, and night shifts the minimum manning will be two (2) Lieutenants and five (5) Sergeants with the following exception: between the hours of 4:00 a.m. and 7:00 a.m. the minimum manning will be one (1) Lieutenant and five (5) Sergeants, only when overtime would otherwise be necessary to maintain two (2) Lieutenants and five (5) Sergeants.

ARTICLE IX - WAGES

Section 1. Salary Schedule: At no time during the term of this contract (1994 through 1997) will base wages for Public Safety Sergeant, Public Safety Lieutenant, and Public Safety Captain fall below (Sgt) 12%, (Lt) 24%, (Capt) 36% of the PSO II top base wage. The schedule set forth in Appendix "A" is the implementation of the above and is attached hereto and made a part hereof.

(a) It is acknowledged that the 12 hour day/42 hour work week schedule allows a much larger number of days off than that available to employees working an 8 hour day/40 hour work week. It also results in an increase in holiday pay and holiday leave time. Therefore, it is agreed that employees working a 42 hour schedule will receive the same amount of compensation for working the regularly scheduled work week as an employee working a 40 hour regularly scheduled work week. This adjustment shall not affect the overtime rate that shall be based on one and one-half times the Appendix "A" wage rate.

Effective 1-1-96, 42 hour employees shall receive one half the difference between the 42 hour per week and the 40 hour per week hourly wage rate and effective 1-1-97, 42 hour

employees shall receive the same hourly wage rate as 40 hour employees.

(b) During each shift, the on duty Public Safety Lieutenant assigned to shift supervision in the Uniform Division with the greatest amount of classification seniority shall be designated as Shift Commander and shall receive a four percent (4%) wage increase for all hours actually spent in such capacity. Such wage differential is set forth in the Wage Schedule as "Senior Public Safety Officer Lieutenant." The position of "Executive Public Safety Lieutenant" shall be compensated at a rate six percent (6%) above the Public Safety Lieutenant pay range. Assistant Divisional Commander Lieutenants shall be compensated at a constant rate of four percent (4%) above a Public Safety Lieutenant pay range effective 1-1-94 through 12-31-97.

(c) Management may assign and/or rotate assignments of KPSA command officers between bureaus, divisions or units without regard to seniority or other job rights. It is agreed that general rotations may be invoked not more than once every two years, however, some rotations may be made as promotions and/or retirements occur. A minimum of 90 days notice will be given for any permanent rotation and that scheduled vacation periods or the like will be honored if movements are made. Such movements are designed for better management and professional development and are not to be construed for any other purpose. Management and the KPSA agree that it is not the intent of this Agreement to negate shift bid nor temporary transfer provisions of the CBA. Personnel rotated or transferred under this provision shall not suffer loss in base pay. Below the rank of Captain, the Chief shall select from the candidates for voluntary rotation assignments. If there are no volunteers, the least senior person shall be assigned to the position.

For purposes of facilitating job assignments and rotations without penalizing subject command officers, the wages, benefits, and equipment will be equalized commensurate with the specific rank involved in the transfer.

(d) Any employee assigned to a Public Safety Officer classification from the equivalent Police classification shall

receive the rate applicable to the same time in grade step that he or she occupied in the previous Police classification.

Section 2. New or Altered Job Classifications: When and if the Employer creates a new job classification or effects a substantial alteration of the job content of an existing job classification, it shall set a salary therefore, and advise the Association in writing of the proposed salary. If the Association disagrees, it shall notify the Chief of Public Safety in writing within ten (10) regularly scheduled working days after receiving such written notice of its desire to negotiate with the Employer regarding such proposed salary. If a mutually satisfactory solution is not reached within thirty (30) calendar days of serving such notice on the Employer, the issue may be referred to the grievance procedure starting at the second step thereof. If, in the above procedure, a different salary is arrived at, the different rate shall become effective retroactively to the date the job classification was created or the job content thereof was changed. Failure of the Association to notify the Employer in writing of its desire to negotiate within the ten (10) regularly scheduled working day period or having serviced such notice, failure to refer the matter to the grievance procedure within the thirty (30) calendar day period shall constitute acceptance by the Association of the salary set by the Employer.

Section 3. Overtime Compensation: Time and one-half the employee's regular hourly rate of pay will be paid for all approved time necessarily spent on the job (including in-service training) in excess of his or her regularly scheduled work day (i.e., eight (8) or twelve (12) hours) or in excess of the regular work schedule which will not exceed 160 hours per two, two-week work schedule period for the 40 hour schedule and 168 hours during a 28 day work schedule period for the 42 hour schedule, whichever results in the greater amount of overtime pay.

(a) The current practices concerning qualification for overtime payment shall continue to apply.

(b) All premium payments shall be computed to the nearest tenth of an hour. All premium pay shall be paid as soon as reasonably possible after it is earned, but in no event later than the second pay period.

Section 4. Court Pay: When, as a result of performing his or her duties as a police officer, an employee is subpoenaed to make a court appearance or appearance before an administrative agency during off duty hours, the

employee shall be paid for a minimum of two (2) hours at time and one-half his or her regular hourly rate of pay or for the actual time necessarily spent at the court or before the administrative agency at time and one-half his or her regular hourly rate of pay, whichever is greater. The two (2) hours guaranteed minimum provision shall not apply if the court appearance or appearance before an administrative agency occurs during the two (2) hour period immediately prior to the time an officer was scheduled to report for duty or the two (2) hour period following his or her scheduled duty hours provided the officer is compensated at time and one-half his or her regular hourly rate for the time between the commencement or ending of his or her shift, whichever is applicable. The payment for time necessarily spent shall include any lunch recess taken by the court or administrative agency provided that the officer is required by the court or administrative agency to be present following the recess. As a condition of receiving such payment, the employee shall assign his or her court or administrative agency fee to the Employer.

Section 5. Training Pay: An employee who is called in for training at a time other than that for which he or she had previously been scheduled shall be paid for a minimum of two (2) hours at time and one-half his or her regular hourly rate of pay or for the actual time necessarily spent at time and one-half his or her regular hourly rate, whichever is greater. This provision does not apply to employees who were previously scheduled for a training session prior to their regular starting time or who may be retained after their regular quitting time for a training session, nor shall it apply to employees who are called in for periods of less than two (2) hours prior to the start of their shift, but who continue to work their regular shift thereafter. When training is conducted prior to or after an employee's regularly scheduled shift, the Employer agrees not to change the employee's regularly scheduled shift in order to avoid overtime payments. When an employee is held over for training, such employee shall be compensated at the appropriate overtime rate.

Section 6. Call In Pay: An employee who is called in to perform work at a time other than that for which he or she had previously been scheduled shall be paid for a minimum of four (4) hours at time and one-half his or her regular hourly rate of pay or for the actual time necessarily spent at time and one-half his or her regular hourly rate, whichever is greater. This provision does not apply to employees who were previously scheduled to start work prior to their regular starting time or who may be retained after their regular quitting time, nor shall it apply to employees who are called in for periods of less than two (2) hours prior to the start of their shift, but who continue to work their regular shift thereafter. When an

employee is called and then continues to work his or her regularly scheduled shift, the Employer agrees not to shorten the employee's regularly scheduled shift in order to avoid overtime payments.

Section 7. Pay During Temporary Transfer: When an employee is temporarily transferred for the convenience of the Employer from one job classification to another, as provided in Section 9 of Article VI, he or she shall continue to be paid the salary to which he or she is entitled in his or her regular job classification unless he or she is transferred to a higher job classification for which the maximum of the rate range is higher than his or her regular job classification in which event, after performing the responsibilities of the position for a period of one (1) hour, his or her salary shall be increased for the remainder of such transfer to the level he or she would have received had he or she been awarded the job through the bidding/promotional procedure.

Section 8. Voluntary Specialized Training: In service personnel receiving voluntary specialized training, who thereafter voluntarily resign for reasons other than promotion from the special duty within three (3) years, will be required to reimburse the City for the training funds expended to give them the specialized training on a pro rata basis.

ARTICLE X - VACATIONS

Section 1. Vacation Schedule: Employees who, as of December 31 of any year, have completed less than one (1) year of continuous employment shall be entitled, during the next calendar year, to receive, pro rata, their applicable portion of vacation with pay calculated on the basis of paid vacation for one (1) completed year of continuous service. Employees who, as of December 31 of any year, have completed one (1) or more years of continuous service with the Employer shall receive vacation pay in accordance with the following schedule:

<u>Completed Years of Service</u>	<u>8 Hour Shift Employee</u>	<u>12 Hour Shift Employee</u>
1 but less than 5	80	84
5 but less than 11	120	126
11 but less than 12	128	132
12 but less than 13	136	144
13 but less than 14	144	150
14 but less than 15	152	156
15 or more	160	168

Section 2. Vacation Carryover: Employees shall be allowed the option to carry over up to eighty-four (84) hours of vacation into the next calendar year.

Section 3. Vacation Selection: Once the vacation schedule is signed (first time through) the schedule shall again be circulated through the Uniform Division by seniority so that employees can sign for vacation days still available during the months of June, July and August.

Section 4. Vacation Call-In Pay: One hour of vacation pay as provided for in Section 1 above shall equal the employee's regular hourly rate of pay at the time the employee takes his or her vacation. If an employee has commenced an approved vacation (including scheduled off-duty days, continuous therewith) and is thereafter contacted by the Department for the purpose of being called in for work during the period of such vacation, the employee shall be paid for the time necessarily spent at work, and the time in transit, at two times his or her regular hourly rate of pay, in addition to his or her vacation pay. The employee may elect to waive the vacation pay for the number of hours necessarily spent up to a maximum number of hours of the regular shift and have the vacation hours re-credited to his or her accrued vacation leave time for the year. (Overtime pay @ 40 hour rate and vacation pay @ 42 hour rate for those employees on 42 hour week schedule.)

ARTICLE XI - HOLIDAYS

Section 1. Holidays: The following days are recognized as holidays under this Agreement: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, the day celebrated as Veteran's Day under State Law, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve Day and Christmas Day. Additionally, New Year's Eve Day shall be treated as a one-half day holiday. An employee may substitute Martin Luther King Day for another worked holiday if he/she is scheduled to work on Martin Luther King Day by notifying his/her supervisor at least two weeks in advance. If there are sufficient employees scheduled, the employee may take Martin Luther King Day as a day off.

(a) Holidays shall be considered as starting at the beginning of each regularly scheduled shift on which the balance of the shift hours fall after midnight on the day of the holiday and lasting twenty-four (24) hours from the time of beginning.

Section 2. Holiday Pay: Employees who are regularly scheduled to work on a day celebrated as a holiday, and who are required to work, shall receive their regular salary plus time and one-half their regular straight time hourly rate of pay for each hour actually worked on the holiday. If an employee is held over on a holiday, the City will pay the employee's regular rate plus time and one-half for all hours worked continuously on a holiday. This shall not apply to employees volunteering for work on a holiday. Employees not regularly scheduled to work on a day celebrated as a holiday shall receive no pay for that day, but shall receive a holiday leave day. Employees shall take their holiday leave day as soon after it is earned as is mutually convenient for them and the Employer to do so, but in no event shall they wait longer than twelve (12) months from the date the holiday leave day was earned. Written requests for the use of a holiday leave day that are submitted at least two (2) weeks in advance shall be honored in the order received up to the point of scheduling no more than one (1) employee on an overtime basis in order to maintain the acceptable minimum shift strength. Employees who are regularly scheduled to work on a day that is celebrated as a holiday but are given the day off, shall continue to receive pay for that day even though they are not required to work.

ARTICLE XII - LONGEVITY

Employees who, during the calendar year, complete six (6) years of continuous service with the Employer and who, as of the day of payment thereof, in such year are still employed by the Employer, shall qualify for a lump sum longevity payment on or before December 7 of that year which shall be computed as follows:

6-10 years of service = 2% of \$30,000 base salary.
11-14 years of service = 4% of \$30,000 base salary.
15+ years of service = 6% of \$30,000 base salary.

(a) Employees who have qualified for longevity pay and who retire prior to the month and day of their last hiring date shall receive along with their final paycheck a pro rata share of their annual longevity pay as of the effective date of retirement for the year in which they were employed prior to retirement. Employees who retire after the month and day of their last hiring date during the calendar year shall receive a longevity payment along with their final paycheck equivalent to that which they would have received had they not retired.

(b) Payment to the beneficiary of a deceased qualified employee shall be made on the same basis as payment to a retired employee.

ARTICLE XIII - INSURANCE

The Employer agrees, for the life of this Agreement, to maintain the level of group insurance benefits in effect for regular full-time employees as of this date with an insurance carrier or carriers authorized to transact business in the State of Michigan on the same basis and under the same conditions as prevailed immediately prior to the execution of this Agreement. The Employer agrees to provide false arrest and negligence protection insurance, as provided by a standard policy, in the amount of One Hundred Thousand Dollars (\$100,000) per person and Three Hundred Thousand Dollars (\$300,000) per incident. In lieu of such false arrest and negligence protection policy, the Employer may provide the same level of benefits through self insurance. The Employer agrees to continue to pay the entire premium for group life insurance for each active employee in the bargaining unit after such employee has completed nine (9) months of continuous employment with the Employer in the amount of Twenty Thousand Dollars (\$20,000) with a double indemnity rider. Additionally, the Employer agrees to pay for each participating employee or employee and dependents after satisfaction of qualification period required by the insurance carrier. Effective January 1, 1990, all employees shall contribute twelve dollars (\$12.00) per month to the cost of their health insurance (including HMOs and BC/BS). Effective 1-1-95, the employee contribution will be 5% of the monthly cost of single, two-party, or family coverage for any of the three insurance options (BCBS, BCN, KHP) with a maximum employee contribution of \$17.00 in 1995, \$22.00 in 1996, and \$25.00 in 1997, whichever is lower.

(a) The Employer agrees to maintain the existing Blue Cross and Blue Shield M.V.F.I. M-L rider group health insurance, with a Four Dollar (\$4.00), Five Dollars (\$5.00) effective 1-1-96, deductible prescription drug rider and Master Medical insurance with a One Hundred Dollar (\$100) deductible for single coverage and a Two Hundred Dollar (\$200) deductible for two-person or family coverage for regular full-time employees or substantially equivalent benefits with another insurance carrier or carriers authorized to transact business in the State of Michigan. Any employee who chooses not to utilize city health care benefits and provides proof of

coverage, shall receive an annual cash payment of \$500.00 on BC/BS and \$1,000.00 on HMO-PHP. This payment shall be \$1,500 for dropping any of the three insurances in 1995 and \$1,750 in 1996 and 1997. With notice, insurance may be reinstated with a pro-rata reimbursement.

(b) The Employer shall pay the total cost for the existing Delta Dental Insurance Plan for each employee and his or her dependents.

(c) The Employer shall pay the total subscription rate for two-person (employee and spouse) coverage for M.V.F.I. and Master Medical Insurance for employees who retire on or after January 1, 1975 with ten (10) years of credited service and having attained fifty (50) years of age. Effective January 1, 1984, employees who retire with twenty-five (25) years of credited service or age fifty (50) with ten (10) years of credited service shall receive the health insurance benefit provided herein.

Employees who retire with twenty-five (25) years of service on or after January 1, 1990, shall contribute the amount as that in effect during their last month of employment (BC/BS). Employees who retire after January 1, 1991, shall receive the prescription drug rider benefit in effect at date of retirement.

Effective January 1, 1984, employees who retire with twenty (20) years of credited service shall receive the health insurance benefit described herein when they would have qualified for a Normal Retirement Benefit had they remained employed. Employees retiring with twenty (20) years of credited service may maintain their health insurance in effect by paying the cost for such coverage in advance to the Employer. Employees who retire on or after January 1, 1990 with twenty (20) years of credited service may maintain their health insurance in effect by paying the cost of such coverage in advance to the Employer. Employees who retire on or after January 1, 1990 with twenty (20) years of credited service shall receive the health insurance benefit as described for twenty-five (25) year employees retiring after January 1, 1989 when they would have qualified for a Normal Retirement Benefit had they remained employed. However, such retired employee shall pay the same health insurance contribution in retirement as in effect during the last month of their employment (BC/BS).

In the event of the retired employee's death, the Employer will continue to pay the cost of the health insurance protection for the surviving spouse for a period of twelve (12) months. During the period of time that a retired employee is employed by another employer that provides comparable health insurance, the Employer shall have no obligation to provide such benefits. If the benefits are not comparable, the Employer shall pay the retired employee the difference between its cost of providing the health insurance protection and the cost of the health insurance provided by the new employer. As a condition of receiving these benefits, the retired employee must promptly inform the Employer of any changes in his or her employment status and the name, address and phone number of any employer.

The parties recognize the mutual benefit of continued review of cost containment measures regarding health insurance.

Effective in 1994, all new hires who later promote into KPSA member positions, hired after the date of the contract agreement, as ratified by both KPSA and the City Commission, will receive health care benefits in retirement for himself or herself ONLY and will receive City supplement to MEDICARE health insurance at age 65 or at whatever age MEDICARE becomes effective in the future.

ARTICLE XIV - SICK LEAVE

Section 1. Sick Leave Accumulation: Starting with January 1, 1969, regular full-time employees shall accumulate paid sick leave credits on the basis of eight (8) hours of paid sick leave for each month of continuous service. New employees hired after the effective date of this Agreement shall not be eligible for paid sick leave during their first six (6) months of employment. If such employee continues in the employment of the Employer after completing six (6) months of employment, he or she shall then be credited with forty-eight (48) hours of paid sick leave credits which he or she may thereafter use in accordance with the provisions of this Article.

Section 2. Sick Leave Qualification: In order to qualify for sick leave payments, the employee must report to his or her shift commander at least ten (10) minutes before he or she is scheduled to report for duty on each day of such absence regardless of duration, unless the circumstances

surrounding the absence make such reporting impossible, in which event such report must be made as soon thereafter as is possible. The Employer may make exceptions in specific cases to the requirements of reporting in each day of continuing absence. All absences for which sick leave pay is desired, regardless of the length of the duration of such absences, require the submission and approval of a "Report of Absence from Duty" form which shall state the reason for such absence, be signed by the employee involved and approved by the Chief or designated representative (or in his or her absence by a member of the Human Resources Department before payment is made.

(a) In the event of an absence of more than two (2) consecutive regularly scheduled working days or if the Employer has reason to believe an employee is misusing paid sick leave, the "Report of Absence from Duty" form must also be signed by the physician who attended the employee unless under subsection (b) such signature is not required. If the physician's statement is required, it must state the cause for such absence, confirm the necessity therefore, and before the employee resumes his or her normal duties, must state that the employee is physically able to return to and perform his or her job duties.

(b) The Chief or designated representative may waive the requirements of the physician's signature in subsection (a) above, provided he or she or the employee's supervisor has knowledge that the employee was ill to the degree that absence was required and that the attendance of a physician was not necessary. In such event, the Chief or designated representative shall sign the "Report of Absence From Duty" form in the space provided for the physician's signature.

(c) An employee who makes a false claim for paid sick leave or who falsely calls in sick, shall be subject to disciplinary action or dismissal.

Section 3. Use of Sick Leave: Qualified employees, subject to the provisions set forth in this Article, shall be eligible for paid sick leave from (and to the extent of) their unused accumulated paid sick leave credits in the following situations:

(a) When an employee's absence from work is due to a non-work incurred illness, injury or pregnancy, provided such

illness or injury was not attributable to causes occurring while doing work for which he or she is paid by someone other than the Employer.

(b) There will be no deduction from sick leave credits for a period of fifty-two (52) weeks, when an employee's absence from work is necessitated because of an injury or illness arising out of or in the course of his or her employment by the Employer and which is compensable under the Michigan Workers' Compensation Act. During such period, the Employer will make up the differences between the amount of the daily benefit to which he or she is entitled under the Act and the amount of daily pay he or she would have received in his or her own job classification had he or she worked, but not to exceed the daily pay for the regularly scheduled hours lost from work. Thereafter, and in accordance with past practice, an employee's unused accumulated paid sick leave credits shall be reduced by the difference between the amount of daily benefit to which he or she is entitled under the Act and the amount of daily pay he or she actually receives. It is understood and agreed that in the event the Employer's medical doctor certifies that the employee is capable of performing light police duty, he or she shall report for such duty, unless the employee's doctor certifies that the employee should not return to work in which event, if the Employer continues to desire the employee to return to light duty, the employee shall then be sent to a medical doctor jointly selected by the Employer and the Association. The Employer shall pay the fee for this examination. The decision of such medical doctor shall be final and binding upon the Employer and the Association.

(c) If an employee's absence from work is necessitated because of an injury or illness arising out of or in the course of his or her employment by the Employer, which if of sufficient duration, would be compensable under the Michigan Worker's Compensation Act, then upon exhaustion of such employee's sick leave credits, the Employer shall pay the employee his or her full salary until the Worker's Compensation qualification period ends. Thereafter, the provisions of paragraph (b) above shall apply.

Section 4. Sick Leave Usage: The usage of sick leave pay under this Article shall be deducted to the nearest hour, except for an employee who is regularly scheduled for a twelve (12) hour shift. Such employee shall have his or her sick leave deducted on an hour-for-hour basis up to a maximum of ten (10) hours from his or her accumulated unused bank of paid sick leave even though he or she is paid for twelve (12) hours.

Section 5. Sick Leave Calculation: One (1) day of paid sick leave for an employee shall be equivalent to eight (8) hours of pay at the rate applicable to the employee's regular job classification assignment at the start of the absence for which compensation is requested. Whenever sick leave payments are made under this Article, the amount of such payments shall be deducted from the employee's accumulated unused bank of paid sick leave credits.

Section 6. Sick Leave Payout on Retirement or Death: If and when an employee quits or is discharged from his or her employment, any unused accumulation of paid sick leave shall be canceled. When an employee retires under the Employer's retirement program or dies while an employee of the Employer, he or she or designated beneficiary (whichever is applicable) shall be entitled to be paid one-half (1/2) of his or her accumulated unused paid sick leave as of the date of retirement or death. If an employee who has quit, retired or been discharged from his or her employment is subsequently rehired, such employee shall, as any other new employee, accumulate paid sick leave credits from the date of rehiring as set forth in Section 1 of this Article.

ARTICLE XV - PENSION

The Employer agrees to maintain the City of Kalamazoo Pension Plan and to provide benefits under the same eligibility conditions as were in effect on the date of execution of this Agreement, except the Plan shall be amended as follows:

(a) Effective January 1, 1982, the Plan shall be amended to include the military buy-back provision.

(b) Effective January 1, 1984, the Plan shall be amended to provide: (1) a Normal Retirement Benefit after 25 years of credited service or age 50 with 10 years of credited service, whichever occurs first, and to provide a Normal Retirement Benefit calculated on the basis of 2.5% times Final Average Compensation times the years of credited service

with a maximum benefit equal to 65% of Final Average Compensation; (2) an Early Retirement Benefit for employees retiring on or after completion of 20 years of service, but their benefit shall be based upon 2.0% times Final Average Compensation times years of credited service; (3) a Vested Benefit for employees who terminate employment with a vested benefit shall be based upon 2.0% times Final Average Compensation times years of credited service and such benefit shall be payable when the employee would have qualified for a Normal Retirement Benefit had he or she remained employed; (4) the following definition for on the job injury:

"If a Police member, Fire member or Public Safety Officer member is totally incapacitated for duty as a Police Officer, Fire Fighter or Public Safety Officer and the Board finds that his/her disability is the natural and proximate result of causes arising out of and in the course of his/her employment as a Police Officer, Fire Fighter, or Public Safety Officer with the Employer and that the employee will likely be permanently so incapacitated, the member shall be entitled to a duty disability retirement allowance calculated in the same manner as Normal Retirement Benefit.

If the member disagrees with the finding of the medical director, he/she shall have the right to submit reports from his/her medical doctor. In the event a dispute continues to exist, the medical director and the member's doctor shall select a third doctor who shall provide the Pension Board with an opinion concerning the disputed matters before the Pension Board renders its decision.

It is understood and agreed that if a dispute continues to exist concerning the meaning or application of the Pension Plan after a decision by the Pension Board, such dispute shall not be grievable, but subject to review, as provided by applicable law, in the Kalamazoo County Circuit Court or other court as may be appropriate.

The Police member, Fire member, or Public Safety Officer member may elect to waive the provisions of the duty disability retirement he/she is entitled to and accept such re-training, rehabilitation and/or other employment as the Employer may choose to offer. The Police Officer, Fire Fighter, or Public Safety Officer shall retain any benefits he/she has earned in the Police/Fire portion of the retirement system."

(c) Effective 1-1-95, the "age 50 with 10 (or more) years of service" option is eliminated; i.e., in order to receive the 2.5% multiplier one must work at least 25 years as a sworn member of the Public Safety Department (previously Police and Fire Departments), or as an IAFF member employee, or as a Police Cadet, or a Police Service Officer, and as a KPSA member employee at the time of retirement. The parties (KPSA and the Employer) have agreed that up to five (5) bargaining unit members shall have the right to elect to retire at age 50 with less than 25 years of credited service as provided for in the 1991-1993 collective bargaining agreement and pension ordinance in effect in 1994. Employees who make this election must retire at the time of the election. Employees who make this election shall be eligible for the 2.5% multiplier and all overtime included in the final average compensation. These first five (5) individuals who so opt will not be eligible for the 2% post retirement adjustment provided for in the 1994-1997 agreement.

(d) Effective 1-1-95, the addition of REGULAR OVERTIME base pay for purposes of calculating final average compensation for pension purposes is eliminated. The employee and employer will not contribute to the pension fund on regular overtime earned. The following items are included for purposes of calculating final average compensation: night shift premium, longevity, educational bonus, comp time lump sum payment, holiday premium pay, and any other payments where employee/employer pension contributions are made.

e) Effective 1-1-95, a post retirement adjustment of 2% in January of each year, compounded annually, for those who retire after 1-1-95 is provided. Said adjustment is to be

implemented the first January following the actual retirement date.

NOTE: Those KPSA members who retired on or after 1-1-95 or who retire* before 1-1-97 may elect the current method of pension calculation (overtime included in FAC @ 2.5% and no post retirement adjustment) OR the new method of pension calculation (regular overtime excluded from FAC, 2.5% multiplier, and the 2% post retirement adjustment). Effective 1-1-97 this option will be eliminated and all will receive the 2% compounded post retirement adjustment, the elimination of regular overtime from FAC, and must have at least 25 years of service.

(f) Employees' contribution to the pension system shall increase from 7% to 7.65% of wages in 1995, from 7.65% to 8.25% in 1996, and from 8.25% to 8.50% in 1997.

*Retire = actual retirement date, not the last day of work.

ARTICLE XVI - COMMUNITY RELATIONS COMPLAINTS

In the event of a community relations complaint, the following investigatory procedure shall apply:

(a) The questioning of a member of the department shall be during his or her regular tour of duties whenever practicable, unless exigencies of the investigation dictate otherwise. Unless otherwise designated by the investigating officer, the questioning of a member of the department shall take place at the police headquarters.

(b) The member of the department being questioned shall be informed of the nature of the investigation before any interrogation commences. The complainant and/or witnesses need not be disclosed. If the member of the department is being questioned for the purpose of being a witness only, he or she shall be so informed before the questioning commences. If the investigation implicates a member of the department who has been questioned as a witness, he or she shall be informed of the charge and the nature of the investigation before

interrogation commences on another occasion. However, it is understood and agreed that the informing of a member of the department that he or she is being questioned as a witness only in no way provides immunity for such employee from disciplinary action which may be taken as a result of information disclosed during the course of the interrogation or investigation.

(c) If an officer is placed under arrest or is a suspect or target of a criminal investigation, if he or she so requests, he or she shall have the right to consult with and have legal counsel available during interrogation.

(d) If at any time during such investigatory procedure, the Chief decides to suspend an officer, such suspension shall be with pay at the officer's regular salary until the Chief makes a final determination as to the disposition of the matter.

(e) Association members will take PCR complaints by completing intake forms (face sheets) during non business hours of the Chief's office (i.e., business hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. excluding holidays).

ARTICLE XVII - MISCELLANEOUS

Section 1. Equipment: The Employer agrees to continue the current practices concerning the supplying of officers with clothing and equipment. Sworn officers shall be provided with a handgun and ammunition. The Employer shall at its expense clean the clothing provided and replace items worn out or damaged through the non-negligent actions of the uniformed officer to which the item has been assigned.

Section 2. Clothing Allowance: In lieu of receiving uniforms supplied by the Employer, each plainclothes person shall receive a clothing allowance in the annual amount of Seven Hundred Fifty dollars (\$750). In 1992 the allowance shall be Seven Hundred Seventy Five dollars (\$775). In 1993 the allowance shall be Eight Hundred dollars (\$800). In 1994 the allowance shall be Eight Hundred Fifty (\$850), Nine Hundred (\$900) in 1995, and Nine Hundred Fifty (\$950) in 1996. Such payment shall be made during the first pay period in July and be in the form of a voucher check. The Employer agrees to continue the current practice of cleaning the clothing of plainclothes persons.

Section 3. Residency: Employees must reside so as to be able to respond to their assigned station within forty-five (45) minutes of notification to report, unless grandfathered by the 1982-1984 Association collective bargaining agreement.

Section 4. Parking: The Employer shall furnish employees with free parking at all public safety stations as well as six (6) parking spaces at Headquarters or Central Station for Association members assigned to Headquarters.

Section 5. Physical Examinations: The Employer agrees to pay up to One Hundred Dollars (\$100.00) per year toward the expenses of a routine physical examination for members of the bargaining unit. To receive this benefit, it is not necessary to provide the Employer with a copy of the physician's findings. A bill is to be submitted with a date of the examination and amount for the services performed by the physician; the Employer will then send the member a check for the amount not covered by insurance up to One Hundred Dollars (\$100.00).

Section 6. Night Shift Premium: Employees who bid or are assigned to the 7:00 p.m. to 7:00 a.m. (12 hour) shift shall be entitled to a shift premium. A lump sum payment shall be made once a year on or before November 1st. This payment shall be for the year in which it was received (November, 1985 and so on) and corresponds to the years of service on December 1 of the year in which it is paid. If an employee permanently transfers shifts during the year, the payment will be prorated based on the amount of time worked on the night shift.

Effective January 1, 1990

Start/6 mo.	1 yr.	2 yr.	3 yr.	4 yr.	5 yr.	6 yr.
\$400	\$500	\$600	\$700	\$800	\$900	\$1,000

Section 7. All members shall submit to random drug testing provided a KPSA/City Committee can establish a framework for implementation.

Section 8. Educational Bonus: Effective 1990, employees who attain higher education degrees shall receive an annual educational bonus by June 1 as follows:

Associates Degree	\$325.
Bachelors Degree	\$575.
Masters Degree	\$825.

Section 9. Physical Fitness: The City/KPSA agree to form a committee to develop a voluntary physical fitness program.

ARTICLE XVIII - DURATION

This Agreement shall become effective as of the 1st day of January, 1994. The Agreement shall remain in full force and effect through the 31st day of December, 1997, and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) days prior to the expiration of any subsequent automatic renewal period of its intention amend, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have caused their duly authorized agents to sign this Agreement on the 20th day of December 1994.

KALAMAZOO POLICE SUPERVISOR'S
ASSOCIATION

CITY OF KALAMAZOO

Rory Heckman
Rory Heckman
Association President

BY:

Marc A. Ott
Marc A. Ott
City Manager

Stephen C. Sarle
Stephen C. Sarle

BY:

Edward P. Edwardson
Edward P. Edwardson
Chief of Public Safety

Richard A. Amsbury
Richard A. Amsbury

BY:

Aghes J. Hughes
Aghes J. Hughes
Human Resources/Labor
Relations Director

Jeffrey P. Puvogel
Jeffrey P. Puvogel

Charles D. Spencer
Charles D. Spencer

(40 Hour Rate)
K.P.S.A. HOURLY WAGE SCHEDULE

	Classification		Start	1 Year	2 Years
M008	Police Sergeant	1994	20.82	21.41	22.01
		1995	21.55	22.16	22.78
		1996	22.11	22.74	23.37
		1997	22.77	23.42	24.07
M081	Public Safety Sergeant	1994	22.98	23.62	24.27
		1995	23.78	24.45	25.12
		1996	24.40	25.09	25.77
		1997	25.13	25.84	26.54
M091	Public Safety Lieutenant	1994	24.65	25.26	26.87
		1995	25.51	26.14	27.81
		1996	26.17	26.82	28.53
		1997	26.96	27.62	29.39
M092	Sr. Public Safety Lieutenant*	1994	25.58	26.24	27.92
		1995	26.48	27.16	28.90
		1996	27.17	27.87	29.65
		1997	27.99	28.71	30.54
M093	Exec. Public Safety Lieutenant	1994	26.13	26.77	28.48
		1995	27.04	27.71	29.48
		1996	27.74	28.43	30.25
		1997	28.57	29.28	31.16
M012	Public Safety Captain	1994	28.08	28.62	29.47
		1995	29.06	29.62	30.50
		1996	29.82	30.39	31.29
		1997	30.71	31.30	32.23

*The on duty Public Safety Lieutenant assigned to shift supervision of Public Safety Districts with the greatest amount of classification seniority shall be "Shift Commander" and be entitled to this wage rate. Additionally, effective 1/01/92, the Lieutenants of CID, Training, and Service Divisions will receive this wage rate.

(42 Hour Rate)
K.P.S.A. Hourly Wage Schedule

	Classification		Start	1 Year	2 Years
M208	Police Sergeant	1994	19.91	20.47	21.04
		1995	20.61	21.19	21.78
		1996	21.63	22.24	22.86
		1997	22.77	23.42	24.07
M281	Public Safety Sergeant	1994	21.97	22.58	23.20
		1995	22.74	23.37	24.01
		1996	23.86	24.53	25.20
		1997	25.13	25.84	26.54
M291	Public Safety Lieutenant	1994	23.57	24.15	25.69
		1995	24.39	25.00	26.59
		1996	25.59	26.23	27.90
		1997	26.96	27.62	29.39
M292	Sr. Public Safety Lieutenant	1994	24.46	25.09	26.69
		1995	25.32	25.97	27.62
		1996	26.57	27.26	28.99
		1997	27.99	28.71	30.54
M293	Exec. Public Safety Lieutenant	1994	24.98	25.59	27.23
		1995	25.85	26.49	28.18
		1996	27.13	27.80	29.58
		1997	28.57	29.28	31.16
M212	Public Safety Captain	1994	26.85	27.36	28.17
		1995	27.79	28.32	29.16
		1996	29.16	29.72	30.61
		1997	30.71	31.30	32.23

