

AGREEMENT

**CHARTER TOWNSHIP
OF
KALAMAZOO**

-AND-

**KALAMAZOO TOWNSHIP
POLICE OFFICERS ASSOCIATION**

JANUARY 1, 1996 THROUGH DECEMBER 31, 1997

Kalamazoo Township

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AGREEMENT

THIS AGREEMENT, Made and entered into this 1st day of January, 1996 by and between the TOWNSHIP OF KALAMAZOO, County of Kalamazoo, hereinafter referred to as "Employer", and the Kalamazoo Township Police Officers Association, hereinafter referred to the "Association".

WITNESSETH:

ARTICLE 1. PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, including fringe benefits, hours, and working conditions which shall prevail for the employees covered by this Agreement for the life of this Contract.

ARTICLE II. RECOGNITION

The employer hereby agrees that during the life of this Agreement it will not recognize any labor organization other than the Association as the collective bargaining agent for the employees occupying or may, during the life of this Agreement, occupy any of the job classifications set forth in Schedule A attached hereto or any amendments thereto.

ARTICLE III. WAGES AND FRINGE BENEFITS

Attached hereto, and marked Schedule "A", is a schedule showing the classifications and wage rates of the employees covered by this Agreement. It is mutually agreed that said Schedule "A" and the contents therein shall constitute a part of this Agreement.

ARTICLE IV. EMPLOYER'S RIGHTS

Section 1. Except as restricted by the terms of this Agreement, all rights to manage the affairs of the Township and the Police Department are reserved to the Employer.

Section 2. The Employer, in the course of its exercise of its sole right to manage the affairs of the Township, may from time to time make reasonable rules and regulations not in conflict with this Agreement.

ARTICLE V. UNION SECURITY

Section 1. As a condition of continued employment for the duration of this Agreement, all employees who, as of the date of the execution of this Agreement are members of the Association, shall maintain their membership therein in good standing to the extent of tendering payment of the regular monthly Association dues and assessments uniformly required of each Association member.

Section 2. As a condition of employment for the duration of this Agreement, all present employees, who as of the date of the execution of this Agreement, are not members of the Association shall, not later than the 31st day following the date of execution of this Agreement, join the Association and thereafter maintain their membership therein in good standing or pay a representation fee as determined by the Association but not to exceed the dues and assessments uniformly levied against the members.

Section 3. As a condition of continued employment for the duration of this Agreement, all employees newly hired after the effective date of this Agreement shall, not later than the 31st day following their date of hire, become members of the Association and thereafter maintain their membership in good standing or pay a representation fee. In the event an employee ceases to be a member thereof in good standing, or because of his/her failure to tender payment of the representation fee, the Association shall so notify the Employer in writing and the Employer shall discharge said employee within seven (7) calendar days after receipt of said notice unless during the interim period, such Employee meets the qualifications set forth above.

Section 4. During the life of this Agreement the Employer agrees to deduct Association membership dues, initiation fees, assessments and representation fees certified to the Employer by the Secretary-Treasurer of the Association from the pay of each employee who executes an authorization for check-off form. The Employer shall deduct from each employee who has executed such form a sum designated by the Association on the first pay day of each month and deliver the sum so deducted to the Treasurer of the Association with a list showing the employees for whom deductions have been taken and the amount deducted from the Employee's pay.

Section 5. The Association agrees to defend, indemnify, and save the Employer harmless against any and all claims, suits, or any other forms of liability arising out of the Employer's compliance with Article V. The Association shall have the right to select legal counsel of its own choosing to defend claims or suits under this provision.

ARTICLE VI. GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as any dispute regarding the meaning, interpretation, application of alleged violation of the terms and provisions of this Agreement or anything having to do with the safety of an officer while on duty, whether actual or implied by circumstances.

Section 2. It is the desire of the parties that grievances be resolved as quickly as possible. In the event a grievance should arise, the following steps should be taken:

FIRST STEP: An employee who believes he/she has a grievance shall first discuss the matter with the Chief or his designee personally or accompanied by an Association Representative within seven (7) work days after the occurrence of the event upon which the grievance is based. The term "working days" shall be defined as those days upon which the

grievant is scheduled to work and the Chief or his designee is also scheduled to work. It shall be the objective of both parties to resolve the matter in this informal manner.

SECOND STEP: Those grievances which have not been settled in the First Step and are to be appealed to the Second Step shall be submitted in writing to the Chief of Police within ten (10) calendar days following the First Step meeting. Such grievance to be processed in this manner must be reduced to writing, state the facts upon which it is based, cite the applicable Contract provision, and be signed by the employee who is filing the grievance. The Chief of Police shall meet with the grievant and/or Association representative within five (5) calendar days after receipt of the grievance. The Chief of Police shall give a written answer to the aggrieved employee and/or Association representative within five (5) calendar days after the date of such meeting. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign two (2) copies of the grievance thus settled, one (1) copy to be retained by the Association and one (1) copy by the Chief of Police.

THIRD STEP: If the grievance has not been settled in the Second Step and if it is to be appealed to the Third Step, the grievant and/or his/her Association representative shall notify the Police Commissioner, designated by the Township Board, of his/her desire to appeal in writing within five (5) calendar days after the receipt of the Police Chief's Second Step answer. If such request is made, the grievance shall be reviewed at a meeting between the Township Board or its representatives for such purposes, and the grievant and/or the Association representative within ten (10) calendar days after the receipt by the Police Commissioner of the notice of the desire to appeal. A written answer shall be given by the Police Commissioner within fifteen (15) days after the date of the Third Step meeting.

FOURTH STEP: If the grievance has not been resolved in the foregoing steps and the Association desires to carry it further, the Association shall, within thirty (30) calendar days following the receipt of the Employer's Third Step answer, advise the Employer in writing that such answer is unacceptable; the reasons it is deemed unacceptable, and in such communication further advise the Employer that the matter is being referred to the Appeals Board. The Appeals Board shall consist of one (1) representative selected by the Employer and one (1) representative selected by the Association. The Appeals Board shall meet within fourteen (14) calendar days after receipt of the above appeal notice by the Employer and shall render a decision within seven (7) calendar days following such meeting, which decision shall be final and binding on the parties to this Agreement.

FIFTH STEP: In the event the Appeals Board above described is unable to arrive at a mutually acceptable solution to the grievance, the Employer's representative and the Association representative on the Appeals Board shall jointly obtain an impartial determination by submitting the matter to arbitration before the American

Arbitration Association in accordance with its rules then obtaining, which shall likewise govern the arbitration proceeding. The submission shall be made within thirty (30) calendar days of the receipt of the disposition of Step Four. The decision of the Arbitrator shall be final and binding on both parties. The fees and such expenses shall be shared equally by the Township Board and the Association. The Arbitrator shall have no power or authority to alter, amend, add to, or subtract from the terms of this Agreement.

Section 3. 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 of the procedure within the specified time limit, the Association shall process the grievance to the next step. In the event that the Association does not appeal a grievance one step to another within the specified time limits, the grievance shall be considered settled on the basis of the Employer's last answer.

Section 4. Meeting of the joint Grievance Committee provided for in the Third and Fourth Steps of the grievance procedure shall start not later than 2:00 o'clock on the date for which they are scheduled. The Association committee members, not to exceed a total of three (3) in number, shall be paid their straight time hourly rate of pay for any time necessarily lost from their regularly scheduled work to attend such meeting. If the commencement of the meeting is at a time later than 2:00 o'clock on the day scheduled, the employee and his/her representative(s) shall be paid one and one-half (1-1/2) times their hourly rate for the duration of the meeting provided he is not on duty. This section shall not be so construed as to cause the grievants to be paid this rate providing the meeting begins as scheduled within the meaning of this Section. This overtime provision of this Section may be waived by the employee out of convenience.

Section 5. A Grievance on behalf of the bargaining unit shall be filed with the Chief of Police within five (5) calendar days from the date that conditions were such that the Chairman of the Employee's Grievance Committee reasonably should have known of the event upon which the grievance is based. Such grievance shall be processed starting with the Second Step of the grievance procedures.

ARTICLE VII. DISCHARGE AND SUSPENSION

Section 1. In the event an employee in the bargaining unit shall receive notice of suspension from work for disciplinary reasons or is discharged from employment and he believes he has been unjustly suspended or discharged, such suspension or discharge shall constitute a grievance and a case rising under the procedure for same providing that a written grievance with respect to the suspension or discharge is presented to the Chief of Police or his designated representative, within three (3) days of the notice of disciplinary action, excluding Saturdays, Sundays, and holidays. The grievance shall be signed by the union and the employee providing the employee is reasonably available.

Section 2. The Employer agrees to notify in writing the employee's grievance officer, Chairman of the Bargaining Unit, of such suspension or discharge.

Section 3. It is understood and agreed that when an employee files a grievance with respect to disciplinary action, suspension, or discharge, taken by the Employer, the act of filing such a grievance shall constitute the employee's authorization for the Employer to release and reveal to the participants of 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 as authorized.

Section 4. In the event it shall be decided under the grievance procedure that the employee was unjustly suspended or discharged, the Employer shall reinstate the employee and pay full or partial compensation, or no compensation as may be decided upon the grievance procedure. Such compensation, if any, shall be paid at the employee's regular rate of pay in effect at the time of such suspension or discharge as may be applicable, along with all the other rights and benefits that would have been accrued under this Agreement.

ARTICLE VIII. PERSONNEL FILE

Any employee covered by this Agreement may view the contents of his/her personnel file, located in the office of the Chief of Police, in its entirety and any other files pertaining to his/her employment with the Employer that are maintained in various administrative areas of the Township.

ARTICLE IX. SENIORITY

Section 1. Township seniority shall be defined as the period of continuous and unbroken employment computed from the most recent date the employee was hired into the Township as a full-time or part-time employee. Township seniority shall be used for calculation of fringe benefits.

Section 2. Bargaining unit seniority shall be defined as the period of continuous and unbroken employment computed from the most recent date the employee was hired into any bargaining unit rank classification contained in Appendix A. Bargaining unit seniority shall be used for layoff as set forth in Section 5 through 8 below.

Section 3. Department seniority shall be defined as the period of continuous and unbroken employment as an employee in the Township Police Department. Department seniority shall be used for vacation preference bidding and longevity calculations.

Section 4. Classification seniority shall be defined as the period of continuous service in any rank classification contained in Appendix A, starting from the date of entry into said classification and shall include all time in a higher or equally paid classification. Classification seniority shall be used for layoff as set forth in Section 5 through 8 below and shift bids.

Section 5. In the event that the Employer, in its sole discretion, determines that it is necessary to layoff bargaining unit employees, the procedures set forth in Sections 6 through 8 shall be followed, provided always that the remaining employees are capable of performing and have the skill to perform the available work.

Section 6. The Employer shall first layoff probationary employees.

Section 7: If further reductions are determined, the Employer shall decide the number of employees to be removed from each rank classification and/or job assignment within a rank classification. Employees in the affected rank classification and/or job assignment within the classification shall be removed on the basis of their classification seniority. Employees removed from a rank classification or job assignment within a rank classification may exercise their classification seniority to bump into any equal or lower paying rank classification or job assignment within a rank classification in which the employee has classification seniority, and may use their classification seniority to select their shift within the classification or job assignment.

Section 8. Employees who are removed from their classification or transferred to another position within their classification shall become entitled to reinstatement to their classification or job assignment when a vacancy occurs in said classification or assignment. If more than one employee is affected within a single classification or job assignment, employees shall be reinstated within that classification or job assignment according to classification seniority. Reinstatement as set forth herein shall be automatic and shall not be subject to the promotion procedure.

Section 9. When an employee is promoted to a higher paying job classification within the Bargaining Unit, he shall be on job probation in the classification to which he 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 job classification and to form an opinion as to whether the employee has the ability, knowledge and skills required to satisfactorily perform the new job duties assigned. During the probation period, the employee may be removed therefrom at any time he/she demonstrates that he/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/she had previously permanently occupied.

Section 10. An employee shall lose his/her seniority and be terminated from his/her job for any of the following reasons:

- (a) Resignation
- (b) Retirement
- (c) Discharge for just cause
- (d) Being absent from work for five (5) scheduled days without notifying the

Police Department, unless circumstances make it impossible to give such notification and the employee presents verifiable evidence substantiating the impossibility.

- (e) Failure to return to work within five (5) working days following the expiration of an approved leave of absence, unless circumstances make it impossible to give such notification and the employee presents verifiable evidence substantiating the impossibility
- (f) Failure to return to work within seven (7) calendar days after notice of the recall from lay off. If justifiable circumstances make it impossible for the employee to return to work within the seven (7) day period and the employee so notifies the Police Department within the seven (7) day period, the employee will be given an extension of five (5) working days.
- (g) If an employee is required to give notice of termination to an interim employer or if for some other justifiable and verifiable reason, and the employee so notifies the Police Department within the seven (7) calendar day period, the employee will be given an extension of seven (7) calendar days.
- (h) If an employee is continuously unemployed by the Police Department for a period of more than two (2) years.
- (i) An employee is off work for two (2) consecutive years because of medical reasons unrelated to his/her employment.

Section 11. The Employer will maintain an up-to-date Bargaining Unit seniority list which shall be posted on an appropriate bulletin board every three (3) months. The names of all employees who have completed their probationary periods shall be listed in seniority order. If two or more employees have the same Bargaining Unit seniority, their names shall appear on the seniority list as determined by their recruit academy class standing, starting with the employee with the highest grade point average at the top of the list.

Section 12. An employee shall be a probationary employee during the first twelve (12) months of employment in the Bargaining Unit. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which will qualify him or her for regular employee status. During the probationary period, the employee shall have no seniority status and may be terminated at the sole discretion of the Employer without recourse beyond the Third Step of the Grievance Procedure. At the conclusion of his/her probationary period, the employee's name shall be added to the seniority list as of the date of hiring into or transfer into the Bargaining Unit.

Section 13. Part-time employees may be employed in the dispatcher classification, however, the Employer agrees that if it hires part-time dispatchers they will only be used to supplement the current number of full-time dispatchers and shall not be used to displace full-time dispatcher positions. The part-time dispatchers shall accumulate seniority on a pro-rata basis in relation to the number of hours worked by said employee to 2080 hours. These part-time employees working less than 1560 hours per year shall not be entitled to any fringe benefits provided under this Agreement but shall be entitled to the hourly wage rate specified in Appendix A.

ARTICLE X. DETECTIVE WORK ASSIGNMENTS

Section 1. Permanent work assignments currently in existence will remain permanent for officers working detective and detective sergeant assignments.

Section 2. Assignments made after the effective date of this Agreement to the detective and detective sergeant work assignments will be by competitive examination.

Section 3. There will be two (2) permanent detective work assignments and one (1) permanent detective sergeant assignment. (Rev. 1986)

Section 4. The Employer shall have the right to temporarily transfer employees within the bargaining unit, for up to sixty (60) days in any calendar year, to cover for employees who are absent. 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/her seniority in the previous classification from which he or she was transferred.

Section 5. If there is a reduction of four (4) or more full-time sworn bargaining unit officers in the Patrol Division due to permanent layoff, then one (1) Detective position may be reduced and said Detective shall be allowed to exercise his/her seniority to bump into the Patrol Division. If the Patrol Division is again increased, the Detective position shall be reinstated and the displaced Detective returned to his/her assignment.

ARTICLE XI. OFFICER WELFARE AND SAFETY

Section 1. The parties to this Agreement hold themselves mutually responsible for the cooperative enforcement of safety rules and regulations for the safety of the Police Department personnel.

Section 2. The following shall be the minimum manning of the Department per shift: two (2) uniformed men available for road duty with radio communication.

Section 3. All employees shall be furnished by the Employer an approved bullet-resistant vest made and designed to avoid serious injury to an officer caused by armed aggression. All uniformed personnel shall wear such device at all times while on duty or be subject to disciplinary action. Plain-clothes officers may or may not be required to wear the device at the discretion of the Unit Commander. No obligation shall exist in the Employer to replace the device more frequently than each five (5) years.

ARTICLE XII. HOURS OF WORK AND OVERTIME PAYMENT

Section 1. The normal work week of an employee shall be forty (40) hours per week.

Section 2. The 11:00 o'clock p.m. to 7:00 o'clock a.m. shift shall be designated the first shift, the 7:00 o'clock a.m. to 3:00 o'clock p.m. shift shall be designated the second shift and the 3:00 o'clock p.m. to 11:00 o'clock p.m. shift shall be designated the third shift. The time for other units may be different than the enumerated shift times.

Section 3. Time and one half of the employee's regular hourly rate of pay will be paid for all time spent on the job, including in-service training in Kalamazoo but excluding time when employees are sent to schools outside of Kalamazoo, in excess of eight (8) hours per day. Time spent in travel to and from place of employment and schools outside of Kalamazoo shall be paid at the employee's regular straight time hourly rate. Their travel time shall not count for purposes of computing overtime. If an employee works less than the total number of hours scheduled in an employee's pay period, those hours will be deducted from his/her salary on the basis of the straight time hourly rate times the number of hours missed in the pay period, unless a schedule change has occurred for the convenience of the government or the employee was on an authorized leave granted in accordance with a provision of this Agreement.

Section 4. There shall be no compensatory time off for overtime compelled by the Employer. However, the Employer may elect to allow the employee to take compensatory time off in lieu of pay if the employee desires. The employee shall take such compensatory time off at a time which is feasible and consistent with the needs of the Department.

Section 5. An employee called back to work at the end, or after the end, of his/her regular work day will receive pay for not less than two (2) hours at time and one half his/her basic hourly rate. This 2-hour minimum shall not apply to continuous duty past end of shift. Pay will be computed to the nearest half hour for all time spent beyond the minimum two (2) hours and paid accordingly. This Section will include call-ins for in-service training, departmental meetings, and all other functions authorized by the Chief. Duties during the call-in period shall be limited to those pertaining to the reasons given for the call-in contained in the Notice of the Call-in to the employee. (Rev. 1986)

Section 6. Employees who are compelled on off-duty hours, to appear in court in any criminal or civil proceedings resulting from his/her employment with the Township by any attorney in charge of the prosecution thereof or by a subpoena shall be paid for a minimum of two (2) hours at one and one

half (1-1/2) times their regular hourly rate of pay and at like rates for all such hours in excess of 2 hours, exclusive of one hour for lunch, computed to the nearest one half hour. All witness fees and costs due the employee for such attendance shall be paid to the Township by the employee or by the County as the case may be. The two-hour minimum premium pay provision of this Section shall not apply if the court appearance occurs during the two-hour period immediately prior to the time an officer was scheduled to report for duty, or the two-hour period following his/her scheduled duty hours provided that the officer is compensated for the time between the commencement or ending of his/her shift, whichever is applicable, and his/her appearance.

ARTICLE XIII. MAINTENANCE OF CONDITION

All conditions of employment, working conditions and fringe benefits shall remain and be applied as are now in existence except as specifically provided for in this Agreement. (Rev. 1986)

ARTICLE XIV. VOLUNTEERS

Cognizant of the special duties, demands and programs being set up, an employee who volunteers for such duties or programs may waive certain sections of this Agreement in order to participate in special duties or programs.

ARTICLE XV. SAFETY COMMITTEE

It is understood and agreed that the Kalamazoo Township Board shall establish a Vehicle Safety Committee consisting of two (2) members appointed by the Association and (1) member appointed by the Township Board. The purpose of such committee shall be to review the sufficiency of equipment in use in the Police Department, including emergency and monitoring situations, the maintenance of police equipment, and the setting of standards for all vehicles used in police-related activities.

ARTICLE XVI. TEMPORARY TRANSFERS

When an employee is temporarily transferred for the convenience of the Employer from one job classification to another, he/she shall continue to be paid his/her salary at the level to which he/she is entitled in his/her permanent job classification unless the maximum range of salary is higher in the job classification to which he/she is temporarily transferred, in which event, after performing the responsibilities of the position for a period of seven (7) days, his/her salary shall be increased retroactive to the first day for the remainder of such transfer to the level he/she would have received had he/she been permanently appointed or awarded the job classification which he/she is filling.

ARTICLE XVII. LONGEVITY

Section 1. Each employee covered by this Agreement, upon completion of his or her fifth year of continuous employment with the Kalamazoo Township Police Department, shall be paid a lump sum

amount as longevity pay on or before thirty (30) days following the completion of said five (5) years of employment according to the following schedule:

YEARS OF SERVICE	AMOUNT
5-9	\$55.00
10 -14	65.00
15 -19	75.00
20+	85.00

Section 2. Such longevity pay shall be paid annually thereafter so long as such employment continues. In all cases the Township shall have thirty (30) days within which to make such payment following the completion of each employment year.

ARTICLE XVIII. PENSION

Effective January 1, 1996 and retroactive to said date the Kalamazoo Township shall pay into the Pension Plan (the specific pension plan as determined by the Bargaining Unit) for each member of the Bargaining Unit a sum equal to thirteen and one half (13.5%) percent of the employee's gross pay. Gross pay shall be defined to include straight time pay, overtime pay, holiday pay, sick pay but not sick leave payoff, vacation pay and workers compensation pay. Effective January 1, 1997, the Township shall pay into the Pension Plan for each bargaining unit member a sum equal to fourteen (14%) percent. The required pension contribution shall be paid, by the Township, on a bi-weekly basis. The foregoing shall not limit any voluntary contributions to said retirement plan which may be elected to be paid by an employee.

ARTICLE XIX. CLOTHING ALLOWANCE

Section 1. The Employer shall supply Police Officers and Sergeants with uniforms to include: identification bars, badges, guns and gun accessories, riot helmets, and riot sticks as needed. The Employer shall also allow \$125.00 per year per person for footwear and gloves for Police Officers and Sergeants, said amount to be paid in July of each year.

Section 2. The Employer shall pay the expenses of cleaning and maintenance of uniforms.

Section 3. The Employer shall further pay to each person assigned to the criminal investigation unit who is not furnished a uniform the sum of \$700.00 annually as a clothing allowance. (Rev. 1989)

Section 4. The Employer shall supply dispatchers with uniforms, identification bars and badges and shall pay the expenses of cleaning and maintenance of said uniforms. The Employer shall pay a fifty (\$50.00) dollar shoe allowance per year.

ARTICLE XX. ASSISTANT SERGEANT OR OFFICER IN CHARGE PAY

An Assistant Sergeant or Officer in Charge shall be paid sixty-nine (69¢) cents per hour for each full hour served in that capacity. In the absence of a Sergeant or other designated command officer (as designated by the Chief of Police) only one (1) Assistant Sergeant or Officer in Charge shall be paid premium pay. The parties have agreed that the Chief of Police is under no obligation to designate an Assistant Sergeant or Officer in Charge on a week day on the 7:00 a.m. shift to 3:00 p.m. shift. The Chief of Police shall designate an Assistant Sergeant or an Officer in Charge on weekends or a holiday on the 7:00 a.m. to 3:00 p.m. shift.

ARTICLE XXI. HOLIDAYS

Section 1. All full-time employees covered by this Agreement shall receive holiday pay for New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day (November 11), Thanksgiving day, the day after Thanksgiving, the day before Christmas, Christmas Day and one religious holiday per year of the employee's choice if they work on such days at the rate of one and one-half times the regular hourly rate of pay in addition to their regular salary; provided, however, that the said religious holiday must be scheduled one month in advance unless this requirement is waived by the Police Chief.

Section 2. If a full-time employee does not work on a holiday as described in Section 1 above and it is not his/her scheduled day off, he/she shall receive no additional compensation other than his/her base annual salary and shall not be paid sick leave pay and shall not have a day of sick leave deducted from his/her sick leave bank.

Section 3. If he/she does not work on such holiday and it is his/her scheduled day off, he/she shall be entitled to one additional scheduled paid vacation day, unless the holiday falls within a scheduled vacation, for each such situation occurring during the calendar year but no additional compensation other than his/her base annual salary.

Section 4. That portion of pay which is holiday pay shall not be included in any computations concerning overtime pay.

ARTICLE XXII. VACATIONS

Section 1. Each full-time employee shall receive a vacation with pay in accordance with the following provisions:

- (a) Upon completion of twelve (12) months continuous service with the Township the employee shall be entitled to fourteen (14) scheduled work days of vacation with pay.
- (b) Upon completion of three (3) years continuous service with the Township and

each continuous year of service thereafter, the employee shall be entitled to twenty-one (21) scheduled work days of vacation with pay.

- (c) Upon completion of ten (10) years of continuous service with the Township and every continuous year of service thereafter, the employee shall be entitled to thirty (30) scheduled work days of vacation with pay.

Section 2. Vacation will be granted at such times during the year as are suitable considering both the wishes of the employee and the official operation of the Police Department.

Section 3. Vacation schedules shall be posted and employees allowed to bid thereon every six (6) months at the time of shift realignment, subject to the following provisions:

- (a) During the first thirty (30) day period following shift realignment, vacation requests shall be granted on the basis of seniority within the Police Department, taking into account the reasonable needs of the Department.
- (b) After the expiration of the thirty (30) day period as set forth in subparagraph (a), and until the following shift realignment, vacation requests shall be granted on a first-come, first-serve basis.

Section 4. Subject to section 2 hereof, vacations may be taken in any increments of days but must be taken before the end of one calendar year after an employee becomes eligible for such vacation.

Section 5. Eligibility for vacation and the computation of the number of vacation days available to a particular employee shall be based on the employee's Township seniority.

Section 6. In the event of any conflict in requests for vacation, the employee who has the earliest last date of hire with the Department shall have first rights of vacation if such vacation time can be allowed by the department in accordance with Article IX, Seniority, Section 3 and 4.

Section 7. If an employee is unable to take his/her vacation by the end of twelve (12) months following his/her eligibility for such vacation due to departmental circumstances, he/she shall be paid for that number of vacation days that he/she is eligible for at his/her basic hourly rate or, in the alternative, shall be given that time off in the subsequent year at the discretion of the Township.

Section 8. Service of a subpoena prior to the commencement of an approved vacation shall not be grounds for cancellation of such vacation without the consent of the affected employee. An employee who returns during the approved vacation in answer to the subpoena shall be paid a maximum of six (6) straight time hours of travel time for a round trip. The employee's further compensation shall be in accordance with Section 6 of Article XII.

Section 9. If an employee has commenced an approved vacation and is called in for work during the period of such vacation, the employee shall be paid for the time necessarily spent in transit, if over 50 miles, and for all other time necessarily spent working at two (2) times his/her regular hourly rate of pay in addition to his/her vacation pay. The employee may elect to waive his/her vacation pay for all hours worked up to a maximum of eight (8) hours per day and have the vacation hours reaccredited to his/her accrued vacation time for that year.

ARTICLE XXIII. INSURANCE

Section 1. The Township will provide full time employees, after thirty (30) days of continuous employment the following insurances:

- (a) Medical, Dental and Prescription drug coverage as outlined in Appendix B attached hereto and made a part of this Contract. If during the term of this two year agreement, the Township desires to present a new health insurance proposal to the Kalamazoo Township Police Officers Association, the Kalamazoo Township Police Officers Association will meet with the Township and discuss the proposal.
- (b) Temporary disability income shall equal seventy (70%) percent of the employee's weekly rate of basic earnings for a period of six (6) months.
- (c) Long-term disability income shall equal seventy (70%) percent of the employee's monthly rate of basic earnings for a period of twenty-four (24) months following temporary disability income coverage.
- (d) The Employer shall provide Life Insurance coverage of forty-five thousand (\$45,000) dollars.
- (e) The employer shall reimburse Vision Care Expenses up to but not to exceed One Hundred Twenty-Five Dollars (\$125.00) each employment year to the employee for himself or spouse or dependent children (or combination of employee, spouse, and dependent children), subject to the following limitations:
 1. Limitations on frequency of the benefits provided under this clause are as follows:
 - A. Comprehensive eye examination (for glasses or contacts) - once per calendar year.
 - B. Corrective eyeglass lenses or contact lenses - once per calendar year.

- C. Eyeglass frames for corrective lenses - once every two calendar years of consecutive coverage.
- 2. Nonmedically necessary tints, safety glasses and any other special cosmetic features or additives are not a benefit. Such features may be ordered with the eyeglass or the contact lenses at the employee's own expense.
- 3. Benefits payable under any other insurance are not payable under this clause.
- 4. Benefits under this clause are retroactive to January 1, 1986.

ARTICLE XXIV. RETIREE INSURANCE

A bargaining unit member who retires from Township employment after at least twenty-five (25) years of service and after obtaining the age of fifty-three (53) shall be entitled to a continuation of medical and dental insurance coverage for him/her and his/her eligible dependents until such time as the employee is eligible for Medicare; provided current Medicare requirements and time limits do not change. If an employee retires with at least twenty-five (25) years of service after he/she has obtained the age of fifty-three (53), a calculation will be made at the time of retirement on the old formula and if such old formula would result in continued coverage for the employee and/or his/her dependents past employee's 65th birthday, such additional time shall result in the Township providing a premium payment for the Medicare supplement during such additional period of eligibility. The old formula herein referred to is a total of three (3) months for the employee and his/her family and four and one-half (4.5) months for the employee only for each year of continuous service with the Township Police Department completed by such employee. If an employee retires with at least twenty-five (25) years of service but before reaching age fifty-three (53) said employee and his/her eligible dependents shall be eligible for the above specified insurance coverages in accordance with the aforesaid old formula.

ARTICLE XXV. BEREAVEMENT, FAMILY ILLNESS, AND CRITICAL ILLNESS LEAVE

Section 1: In the event of death of an employee's immediate family member such full-time employee will be granted a leave of up to four (4) regularly scheduled work days with no loss of pay or sick leave time.

Section 2: The immediate family shall be defined as the employee's mother, father, spouse, children, brother, sister, grandparent, mother-in-law, father-in-law, brother-in-law, and sister-in-law.

Section 3: If an employee's immediate family member, as defined in Section 2 above, becomes ill or is injured and said immediate family member resides in the employee's household the employee

shall, upon his/her request, be given a leave of absence to care for said family member. Leaves granted for this purpose shall be treated as sick leave and the employee may use his/her accumulated sick leave.

Section 4: If an employee's immediate family member, as defined in Section 2 above, incurs a critical injury or illness and said immediate family member does not reside in the employee's household the employee, upon his/her request, shall be given a critical illness or injury leave of absence. Leaves granted for this purpose shall be treated as sick leave and the employee may use his/her accumulated sick leave.

Section 5: In the event that an emergency leave is granted due to a death in the employee's immediate family and the death or interment occurs at a distance greater than 300 miles from Kalamazoo, an additional one (1) day of leave shall be granted by the Employer. Any extension of leave, excluding those granted in Section 6 of this Article, beyond the four (4) or five (5) day leave per occurrence, as may be applicable, will be at the sole discretion of the Employer.

Section 6: In the event that an employee loses his/her then current spouse by death, he will be granted an emergency leave of fifteen (15) calendar days in duration, providing that there are still dependent children residing at home; provided further that should there be no dependent children residing in the home, then said leave shall be for a period of seven (7) days. In the event that an employee loses a dependent child due to death, an emergency leave of seven (7) days will be granted per occurrence under this Article.

ARTICLE XXVI. PERSONAL LEAVE DAYS

An employee shall also be entitled to three (3) personal days off from his/her regularly scheduled work period per calendar year with no loss of pay for such days off provided that not less than twenty-four (24) hours notice thereof is given to the Chief and no other employee on the same shift is also on leave at the same time unless such simultaneous day or days off are approved by the Chief. Such personal days off shall be deducted from any accumulated sick leave of said employee.

ARTICLE XXVII. JURY DUTY

Any employee summoned by a court to serve on a jury during the employee's work shift shall be entitled to normal straight time pay for the time the employee is required to serve on the jury. All juror fees, mileage, and other expense monies received by the employee for such jury service shall be a credit against the amount of straight time pay due said employee with the Employer only obligated to pay the balance to the employee.

ARTICLE XXVIII. INJURY LEAVE OF ABSENCE

Section 1. Whenever a full-time employee is incapacitated, other than permanently incapacitated, as a result of an injury resulting from his/her work with the Township, he/she shall be entitled to the

difference between his/her Workmen's Compensation payments plus his/her disability income payments and his/her regular pay during the period he/she is unable to perform his/her work or until such time as his/her employment is terminated, not to exceed, however, his/her said regular pay for said period.

Section 2. The Township may require medical certificates justifying the granting of any injury leave.

Section 3. Employees shall preserve recall rights after twenty-four (24) months so long as he/she is collecting workers' compensation.

ARTICLE XXIX. SICK LEAVE TIMES OF ABSENCE

Section 1. All full-time employees shall accumulate sick leave at a rate of one (1) day per month for each completed month of service.

Section 2. All unused sick leave days which an employee elects to receive payment for shall be paid for on or before employee's anniversary date at one-half pay. An employee with accumulated sick leave may elect to cancel such past accumulated sick leave in part or in total and receive, in lieu thereof, one-half his/her basic hourly rate for said period.

Each employee shall have the same election on or before the anniversary date of the employment of said employee with respect to past accumulated sick leave. Where half pay is not elected accumulated sick leave shall continue. All sick leave accumulated as of 12/31/85 shall be frozen at the rate of pay in effect for the employee at that date. Future payment for accumulated sick leave shall be at the rate earned and the oldest leave shall be paid first. Any sick leave taken shall come from the current year's accrual first and each employee shall receive 96 sick leave hours per year credited at the beginning of each employment year. After each current year's accumulation is used, sick leave used will be the oldest leave. (Rev. 1986)

Section 3. At the time a full-time employee terminates his/her employment with the Township for any reason he/she shall be paid for one-half of all unused and unpaid for accumulated sick leave days for a maximum accumulation of ninety (90) days.

Section 4. The employer may require medical certificates justifying the granting of sick leave.

Section 5. The Township shall pay to the employee during the period of the employee's sickness which incapacitates him/her from work and while he/she is receiving benefits from disability income insurance and/or Workmen's Compensation Insurance carried by the Township the difference between his/her salary, computed on a daily basis, and the amount he/she receives under such insurance. The Township's portion of the foregoing shall not extend beyond the period of the employee's accumulated sick leave.

Section 6. An employee who has been granted a leave of absence as the result of illness, injury or disability shall be entitled to continuation of certain fringe benefits as set forth by Arbitrator Barry Brown on June 12, 1992. Such continuation of benefits shall include the contractual insurance program. Such continuation of benefits shall continue for a period of twenty-four (24) months. Such twenty-four (24) month period shall not be broken by an attempt to return to work of two (2) or less weeks provided that the subsequent illness, injury or disability is directly related to the employee's initial illness, injury or disability.

ARTICLE XXX. PERSONAL LEAVE OF ABSENCE

Section 1. The Employer may grant a leave of absence for personal reasons not to exceed thirty (30) days without pay and without loss of seniority to an employee who has completed his/her probationary period. Permission for a leave of absence shall not be unreasonably withheld; however, the judgment of the Employer shall be the determining factor.

Section 2. Leaves of absence shall be granted employees who are active in the National Guard or a branch of the Armed Forces Reserves of the United States for the purpose of fulfilling their annual field training or "active duty for training" obligations. When called out due to temporary civil disorder, leave will be granted if the disorder occurs in an area of the State that does not directly affect the Township of Kalamazoo. If the disturbance occurs in the jurisdiction of the Township, leave may be denied unless superseded by higher competent authority. Applications for such leaves must be made as soon as practicable after the employee receives his/her orders.

Section 3. 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 shall be reinstated in accordance with all applicable provisions of the Selective Service and Training act and any applicable laws then effective.

Section 4. Employees who are elected or selected by the bargaining unit or Kalamazoo Lodge No. 98 of the Fraternal Order of Police to attend national or state conventions of the F.O.P. as its delegate shall be allowed time off without pay and without loss of seniority for a period not to exceed five (5) calendar days at a time, providing the Chief of Police or his designated representative is notified in writing at least ten (10) days prior to the start thereof, and providing the needs of the Department would not be seriously impaired by such absence. It shall be further stipulated that at no time will more than three (3) officers request leave for such purpose unless otherwise approved by the Chief and, further, that no more than two (2) such officers would be assigned to the same shift during the period of absence.

ARTICLE XXXI. EDUCATION AND TRAINING

Section 1. The Township reserves the right to send officers of its choice to various schools available for the continuing education of Police Department personnel.

Section 2. Firearm training, except for dispatchers, will be done four (4) times per year. An employee may be excused one time per year if such training falls during a vacation of five (5) days or more duration.

Section 3. Voluntary Additional Education:

- a. The Employer will provide financial assistance to employees who hereafter take the following type of college courses:
 - Courses leading toward an Associate's Degree, Bachelor of Arts or Science Degree.
 - Courses leading toward a Master's, doctoral or technical degree.
- b. The financial assistance shall consist of the reimbursement of 50% of the cost of tuition and administrative and laboratory fees provided the employee receives at least a "C" or "Pass" in the course and presents receipts for such expenses.
- c. The Employer will not provide for the cost of textbooks or training aids, or for deposits, transportation, graduation fees, meals, athletic or similar activity fees.
- d. Additional qualifications for such financial assistance shall include the following:
 - The course must bear a definite relationship to the employee's current position with the Township as determined by the Chief of Police.
 - The course load cannot interfere with the employee's ability to perform his current job; and
 - The Chief of Police may limit the employee's course load if adverse effects on his/her or her performance are discerned.

ARTICLE XXXII. COMMUNITY RELATIONS

Section 1. The Employer and the Association have a mutual interest and concern in providing an effective community relations operation. To this end the Employer agrees to cooperate with the Association members who are working on its community relations program and with the Association in planning and implementing programs designed to increase understanding and communications between employees of the Department and the members of the community.

Section 2. In the event that a police community relations complaint, PCR, is filed against an officer, the following investigatory procedure will apply:

- a. The questioning of a member of the Department shall be during his/her regular tour of duty whenever practicable unless exigencies in the investigation dictate otherwise. Unless otherwise designated by the investigating officer, the questioning of an employee shall take place at Police Headquarters.
- b. The employee 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 employee is being questioned for the purpose of being a witness only, he/she shall be so informed before questioning commences. If the investigation implicates an employee who has been questioned as a witness, he/she shall be informed of the change in the nature of the investigation before interrogation commences on another occasion. However, it is understood and agreed that informing an employee that he/she is being questioned only as a witness 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 investigation or interrogation.
- c. If at any time during such investigatory procedure the Chief finds it necessary 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.
- d. No record of any departmental investigation made as a result of a complaint not criminal in nature will be placed in the employee's personnel record unless the complaint is brought to his/her attention within ten (10) days after the complaint is filed.
- e. No record of any department investigation made as a result of a complaint will be placed in an employee's personnel record where the complaint was determined to be unsubstantiated, untrue or otherwise unfounded.

ARTICLE XXXIII. FIRE MARSHALL

Section 1. The Township retains the exclusive right to fill the position of "Fire Marshall" with:

- (a) An employee in the Bargaining Unit;
- (b) A Township employee outside of the Bargaining Unit or;
- (c) A non-employee.

Section 2. If the Township elects to fill the position of "Fire Marshall" with a Bargaining Unit employee the Bargaining Unit employee will retain his/her Police Department rank and status as a Bargaining Unit member.

ARTICLE XXXIV. SAVINGS

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

ARTICLE XXXV. DURATION

This Agreement shall become effective on the 1st day of January, 1996, and shall remain in full force and effect to and including December 31, 1997, and shall continue in full force and effect from year to year thereafter unless either party to this Agreement desires to change or modify any of the terms or provisions of this Agreement. The party desiring to change or modify this Agreement must notify the other party hereto in writing, not less than sixty (60) days prior to the expiration date of this Agreement or not less than sixty (60) days prior to any subsequent anniversary date hereof. Should either party to this Agreement serve such notice upon the other party, a joint conference of the Employer and the Association shall commence not later than thirty (30) days prior to the expiration in the year in which the notice is given.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and date first above written.

CHARTER TOWNSHIP OF KALAMAZOO

By Phyllis J. Cleveland
Its Supervisor

By Dale B. Paul
Its Clerk

**KALAMAZOO TOWNSHIP
POLICE OFFICERS ASSOCIATION**

By James R. Linker
Its Walter E. Sittler President

By Dale E. Duff
Its Vice-Pres. KIPOA

APPENDIX A
WAGES

Section 1. Effective January 1, 1996, and retroactive to said date each employee will receive a three percent (3%) wage increase adjustment corresponding to his Step Level. The following reflects the wage increase:

<u>STEP LEVEL</u>	<u>YEARLY</u>	<u>HOURLY</u>
Police Officer	\$26,061.51	\$12.53
Police Officer 1	33,060.89	15.89
Police Officer 2	38,024.98	18.28
Police Officer 3	40,407.75	19.43
Police Officer 4	43,013.91	20.68
Sergeant 1	\$44,652.07	\$21.47
Sergeant 2	46,315.03	22.27
Sergeant 3	47,605.70	22.89
Dispatcher	\$24,845.31	\$11.94
Dispatcher 1	25,763.67	12.39
Dispatcher 2	26,731.67	12.85
Dispatcher 3	27,724.48	13.33
Dispatcher 4	28,766.94	13.83

Section 2. Effective January 1, 1997 each employee will receive a three (3%) percent increase adjustment corresponding to his/her Step Level. The following reflects the wage increase:

<u>STEP LEVEL</u>	<u>YEARLY</u>	<u>HOURLY</u>
Police Officer	\$26,843.36	\$12.91
Police Officer 1	34,052.72	16.37
Police Officer 2	39,165.73	18.83
Police Officer 3	41,619.98	20.01
Police Officer 4	44,304.33	21.30
Sergeant 1	\$45,991.63	\$22.11
Sergeant 2	47,704.48	22.93
Sergeant 3	49,033.87	23.57
Dispatcher	\$25,590.67	\$12.30
Dispatcher 1	26,536.58	12.76
Dispatcher 2	27,533.62	13.24
Dispatcher 3	28,556.21	13.73
Dispatcher 4	29,629.95	14.25

**APPENDIX B
INSURANCE COVERAGE**

Group Name MML-CHARTER TOWNSHIP OF KALAMAZOO	Group Number 28934	Suffix Number 007/008	Effective Date 7-1-92
LIST ALL BLUE CROSS BLUE SHIELD OF MICHIGAN CERTIFICATES/RIDERS AND FORM NUMBERS:			
COMPREHENSIVE SEMI-PRIVATE HOSPITAL CARE BENEFIT CERTIFICATE			0959-7
D45NM	2288-9	CC	2286-3
XF	0627-0	EF	1991-9
MVF-1 PREFERRED GROUP BENEFIT CERTIFICATE			1879-6
"FREESTANDING" GROUP DENTAL CARE BENEFIT CERTIFICATE COMPREHENSIVE PREFERRED			
4677-1 FS			
CR-25-25-50	4680-5	CDC-FC	4692-0
MBL-1000	4684-7	CLC	0662-7
ML	1892-9	FAE-RC	0218-8
VST	4664-9	HCB-1	7021-1
FC	4655-7	SD	4651-6
SAT-11	4081-6	COB-3	0540-5
SOT-PE	9909-3	GLE-1	9930-9
MASTER MEDICAL SUPPLEMENTAL BENEFIT CERTIFICATE OPTION I			4792-8
CNM	6600	PD-MAC	5013-8
MMC-PD	4780-0		
PRESCRIPTION DRUG GROUP BENEFIT CERTIFICATE \$2.00 CO-PAY Effective upon ratification of this agreement, prescription drug co-pay will be \$5.00			0087-7
THE GROUP HEREBY AGREES WITH ALL TERMS AS STIPULATED IN THIS APPLICATION (PAGES 1 & 2, FRONT & BACK) ON THE INDIVIDUAL APPLICATION CARD AND IN THE SPECIFIED BLUE CROSS AND BLUE SHIELD OF MICHIGAN HEALTH CARE CERTIFICATE(S).			
I HAVE READ AND AGREE TO THE TERMS ON THE FRONT AND BACK OF PAGES 1 & 2:			
_____ SIGNATURE OF GROUP EXECUTIVE	_____ DATE	_____ SIGNATURE OF BCBSM REP/AGENT	_____ DATE
_____ TITLE OF GROUP EXECUTIVE		_____ SIGNATURE OF BCBSM UNDERWRITER	_____ DATE
BLUE CROSS AND BLUE SHIELD OF MICHIGAN ONLY		GROUP SUMMARY	
TOTAL EMPLOYEES: _____	CURRENTLY ENROLLED: _____	HASES: _____	
TOTAL INELIGIBLE: _____	IDENTIFY SEGMENT: _____	NEW HIRES: _____	
TOTAL ELIGIBLE: _____	IDENTIFY SEGMENT: _____	TOTAL ENROLLED: _____	