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LABOR AGREEMENT

The City
of
Kalamazoo, Michigan

and

Local 394
of the
International Association
of Fire Fighters

*also known as
Kalamazoo Fire Fighters Union,
AFL- CIO*

January 1, 1998

December 31, 2001

Kalamazoo, City of

Committed To Public Service

City of Kalamazoo

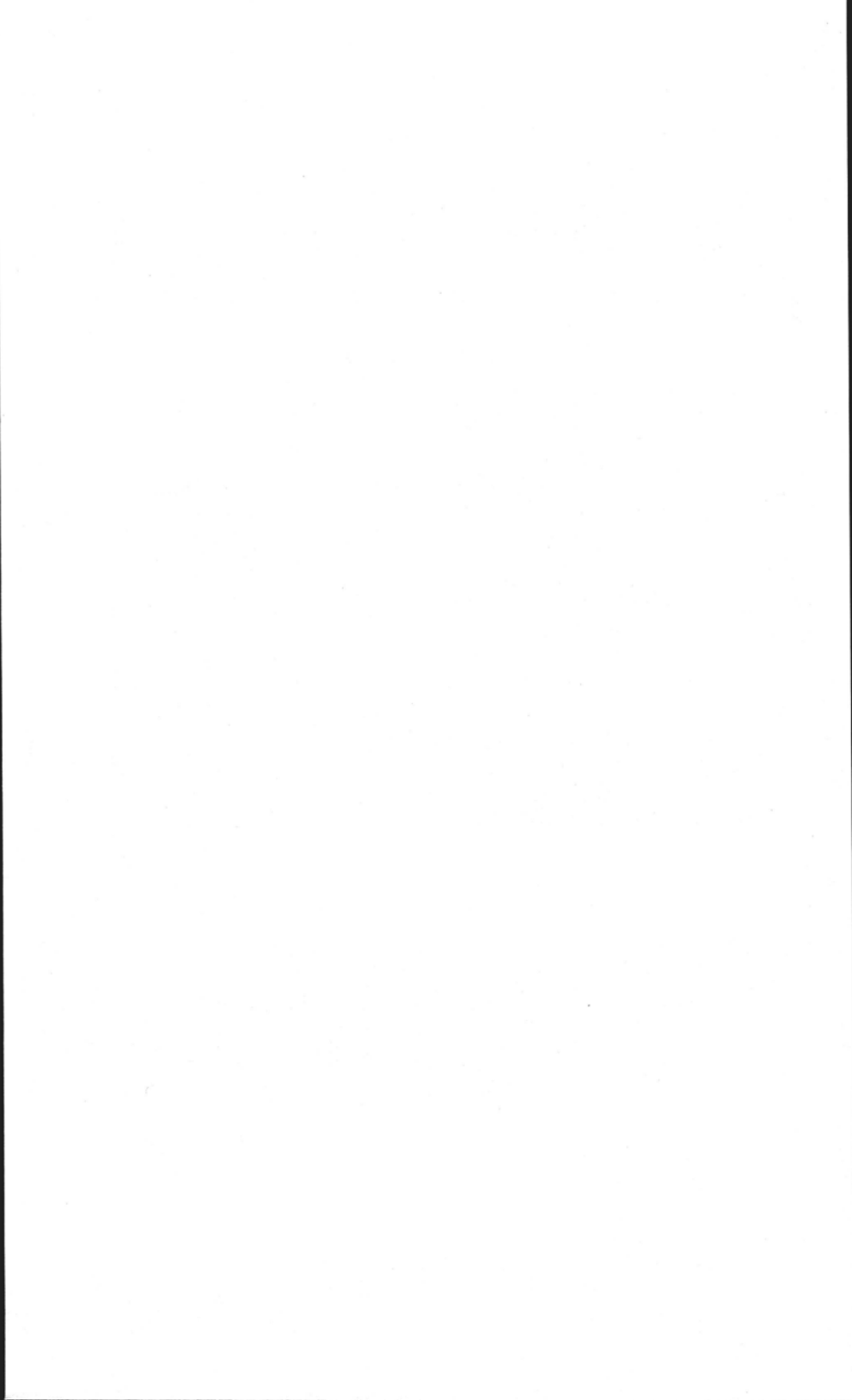
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AGREEMENT

THIS AGREEMENT, effective the 1st day of January, 1998, by and between the CITY OF KALAMAZOO, hereinafter referred to as the "Employer," and LOCAL NO. 394 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, also known as the KALAMAZOO FIRE FIGHTERS UNION, AFL-CIO, hereinafter referred to as the "Union."

WITNESSETH:

The General purpose 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, the Union and the community. Recognizing that the interest of the community and the job security of the employee depends upon the Employer's ability to continue to provide proper services in an efficient manner to the community, the Employer and the Union, 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 this Agreement.

ARTICLE 1 - 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 Union as the sole and exclusive bargaining representative for its uniformed employees in the Fire Service, excluding the Public Safety Chief, and agrees that it will not enter into any other agreements with employees covered by this Agreement, individually or collectively, or with any other organization which in any way conflicts with the provisions hereof.

- (a) It is understood and agreed that this Agreement shall become effective only after it has been ratified by a majority of the members in attendance at a ratification meeting of the Union, has been approved by the City Commission, and after it has been signed by authorized representatives of the Employer, the members of the bargaining committee for the Union, and an authorized representative of the local Union.
- (b) Employees employed in this unit as of January 1, 1982, who volunteer for, meet the eligibility requirements of and satisfactorily complete the training for a Public Safety Officer position shall, upon completion of training, be transferred to

the KPOA bargaining unit (non-supervisory employees) or the KPSA bargaining unit (supervisory employees). Any employee employed as of January 1, 1982 who does not complete the probationary period for a position in the Public Safety Officer program, or who is laid off from his or her position in the Public Safety Officer program, may exercise his or her classification seniority to return to his or her former position in the bargaining unit covered by this Agreement (This language has been superseded by the Memorandum of Understanding dated April 1, 1985). All employees hired in the bargaining unit after January 1, 1982 shall automatically be transferred to the appropriate KPOA bargaining unit upon satisfactory completion of training and being assigned to a position in the Public Safety Officer program.

Section 2. 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 Union or cause to be paid to the Union a service fee equivalent to the amount of dues uniformly required of members. All employees covered by this Agreement who are hired after the effective date thereof, shall become and remain members of the Union in good standing or pay a service fee equivalent to the amount of dues uniformly required of members, within thirty-one (31) days after the date of hire.

Section 3. Employer's Rights: The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct, and supervise the operations of the Fire Service (refers to I.A.F.F. members) and the employees are vested solely and exclusively in the Employer.

Section 4: Anti-Discrimination: The City and the Union 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 Union, its agents or members, discriminate against any employee because of his or her membership or non membership in the Union or his or her activities on behalf of the Union.

Section 5: Payroll Deduction: For those uniformed employees in the Fire Service who are or become members of the Union and who properly execute payroll deduction authorization cards therefore, the provisions of which must conform to the legal requirements imposed by the State and/or Federal law, the Employer agrees to deduct from one (1) of their paychecks each month the regular monthly Union dues and special assessments in the amounts certified to the Employer by the Secretary-Treasurer of the local Union and to forward the same to said Secretary-Treasurer within the next fifteen (15) days following such deduction. The Union shall indemnify and save the Employer harmless from any liability that may arise out of the employer's reliance upon any payroll

deduction authorization cards presented to the Employer by the Union.

- (a) It is understood and agreed that the amount of Union dues referred to above shall be specifically stated on the payroll deduction authorization card for each employee giving such authorization and may include the employee's monthly premium for the Union-sponsored insurance plan.

Section 6. Union Activity: The union agrees to conduct its business off the job as much as possible. This section shall not be construed so as to prevent a steward from fulfilling his or her responsibilities under the Grievance Procedure, nor shall it be construed to prevent certain routine business such as the posting of Union notices and bulletins.

- (a) Union business agents or representatives having business with the employees may confer with such employees during the course of the working day for a reasonable length of time, provided permission is first obtained from the Shift Lieutenant on duty.

Section 7. Residency: All employees hired prior to 1982 shall have no residency requirement. Employees hired after January 1, 1982 shall reside within 45 minutes drive of their assigned station. Employees who reside where they cannot be contacted by means of a local telephone call shall accept a "collect call" when the Employer is attempting to contact them concerning departmental business.

- (a) Employees are at all times required to have on file with The Public Safety Department their current address and telephone number.

ARTICLE II - GRIEVANCE PROCEDURE

Section 1. Definition of Grievance: For the purpose of this Agreement, the term "grievance" means any dispute with respect to the meaning, interpretation, application and/or alleged violation of the terms and provisions of this Agreement.

Section 2. Grievance Procedure: Prior to any grievance being processed under this procedure, it must first be discussed between the aggrieved employee and his or her immediate supervisor. (If the employee requests, he or she shall have the right to have his or her steward present during such grievance discussion). In the event the grievance is not resolved in this manner, the following procedure shall apply:

FIRST STEP: To be processed hereunder, a grievance must be reduced to writing (in triplicate), state the facts upon which it is based, when they occurred, specify the

section of the contract upon which the grievance is based, state when the oral discussion took place, must be signed by the employee who is filing the grievance, or in his or her absence his or her Union steward, and must be presented to the Public Safety Chief within ten (10) calendar days after the employee has knowledge of the occurrence of the event upon which it is based. However, no grievance shall be processed hereunder regarding an occurrence which happened more than twenty (20) calendar days prior to the date the written grievance is presented to the Public Safety Chief. If such written grievance is filed, the Public Safety Chief and/or designee, shall meet with the grievant and a Union representative within seven (7) calendar days thereafter to discuss the grievance. The Public Safety Chief shall give a written answer setting forth the reasons for the answer to the aggrieved employee and/or the steward within five (5) calendar days after such meeting. If the answer is mutually satisfactory, the employee and/or the steward shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) by the Public Safety Chief.

SECOND STEP: If the grievance has not been settled at the First Step and it is to be appealed to the Second Step, the grievant and/or a Union representative shall notify the Employer's Human Resources Officer in writing within five (5) calendar days after receipt of the Public Safety Chief's First Step answer of a desire to appeal and state therein the general reasons it is unacceptable. If such request is made, the grievance shall be reviewed at a meeting between the Employer's and the Union's Grievance Committees within ten (10) days after receipt by the Human Resources Officer of a notice of desire to appeal. A written answer setting forth the general reasons for the answer shall be given by the Employer's Grievance Committee to the aggrieved employee and the Union's Grievance Committee within five (5) calendar days after the date of the Second Step meeting.

THIRD STEP: If the grievance has not been resolved in the foregoing steps and the Union desires to carry it further, the Union shall, within ten (10) calendar days following receipt of the Employer's Second Step answer, advise the Employer's Human Resources Officer in writing that such answer is unacceptable, the general reasons it is deemed to be unacceptable, and in such communication further advise the Employer's Human Resources Officer that the matter is being referred to an Appeal Board.

- (a) The Appeal Board shall consist of one (1) representative selected by the Employer and one (1) representative selected by Union. The Appeal Board shall meet within fourteen (14) calendar days after receipt of the above appeal notice by the Employer and the Employer's representative shall render a decision within seven (7) calendar days following such meeting.
- (b) In the event the decision by the Employer's Appeal Board representative is not accepted by the Union and the Union desires

to carry the grievance further, it shall submit the grievance to arbitration by the American Arbitration Association in accordance with its Voluntary Labor Rules, then pertaining, provided such Submission is made within thirty (30) calendar days after the Appeal Board decision is rendered.

- (c) Neither the Appeal Board in (a) above, nor the impartial chair in (b) above shall have any authority to add to, subtract from, change or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an impartial chair, in his or her own judgment, to sustain, reverse, or modify any alleged unjust discharge that may reach this stage of the Grievance Procedure.
- (d) The expenses and fees, if any, of the members of the Appeal Board shall be borne by the parties by whom they are selected. The expenses and fees of the impartial chairperson shall be shared equally by the Employer and the Union.

Section 3. Time Limits: Time limits at any step of the Grievance Procedure may be extended only by mutual agreement between the Employer and the Union. In the event the Union does not appeal a grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any step of the Grievance Procedure within the specified time limits, the grievance shall be automatically processed to the next step in the Grievance Procedure; provided, however, that nothing contained herein shall be construed as to automatically refer a grievance to the Appeal Board step. The Union shall notify the Employer in writing as soon as it becomes aware of the fact that the Employer has failed to timely answer a grievance.

Section 4. Loss of Pay: Union stewards and/or grievance committee persons shall suffer no loss of pay for their regularly scheduled work for time necessarily spent processing grievances as provided for in the Grievance Procedure. It is understood and agreed that the Union's Grievance Committee shall consist of no more than five (5) employees; provided, however, that the Union may select no more than three (3) members of the Grievance Committee to attend any meeting with the employer for the purpose of processing grievances.

Section 5. Policy Grievances: A grievance concerning matters affecting all of the employees on a platoon at a station, all of the employees in a classification and/or ten (10) or more employees may be filed by the Chair of the Union's Grievance Committee, or in his or her absence by the designated representative, provided such grievance is filed in writing with the Employer's Human Resources Officer within the time limits set forth in the First Step of the Grievance Procedure.

ARTICLE III-DISCHARGE CASES

Section 1. Discharge or Suspension Cases: In the event an employee under the jurisdiction of the Union is suspended from work for disciplinary reasons or is discharged from his or her employment after the date hereof and he or she believes 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 Employer's Human Resources Officer within seventy-two (72) hours, excluding weekends and holidays as defined in this Agreement, after such discharge or after the start of such suspension. This written grievance shall be construed as a request under the Third Step of the Grievance Procedure and as a referral to an Appeal Board as described in Section 2 of Article II. At the option of the Union, this written grievance may be filed at the Second Step level, subject to the conditions set forth in Section 2 of Article II.

- (a) The Employer agrees to notify in writing the employee's steward (or in his or her absence, the President of the Union, Chair of the Union's Grievance Committee, or a member of the Union's Executive Board) 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 steward or with the nearest member of the Union's Grievance Committee who is readily available 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 any and all 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) Any employee covered by this Agreement may view the contents of his or her personnel file in the Human Resources Office in the presence of a member of the Human Resources staff at any reasonable time, upon request, and upon the employee's request, his

or her steward may view the contents thereof under the same conditions.

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 the employee and pay full compensation, partial, 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 IV - STRIKES AND LOCKOUTS

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

Section 2. Discipline for Violation of No Strike Pledge: Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slowdown, strike or sympathy strike may be disciplined or discharged in the sole discretion of the Employer. It is understood that the question as to whether an employee or employees were, in fact, engaging in such proscribed activity may be resolved through the Grievance Procedure.

ARTICLE V - SENIORITY

Section 1. Definition of Seniority: Seniority shall be defined as an employee's length of continuous service with the Employer since his or her last hiring date. Departmental seniority shall be defined as an employee's length of continuous service in any classification covered by this Agreement starting with the date he or she last started working in any such classification and continuing until he or she transfers to a position that is not covered by this Agreement. Members of this unit who volunteer and become Public Safety Officers shall continue to accrue City seniority while they are Public Safety Officers. Classification seniority shall commence upon an employee's date of entry into the classification. "Last hiring date" shall mean the date upon which an employee first reported to work at the instruction of the Employer since which he or she has not quit, retired or been justifiably discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves or for layoffs, except as hereinafter provided. No benefits or pay step advancement shall be obtained while on layoff or unpaid personal leave.

(a) *Notwithstanding Article V, Section 1, the Employer agrees that*

the Union may elect one (1) steward for the entire bargaining unit. The steward shall not have superseniority for any purposes.

Section 2. Seniority List: The Employer will maintain an up-to-date departmental seniority list. An up-to-date copy of the departmental seniority list will be posted on the appropriate bulletin boards each six (6) months. The names of all regular, *full-time employees shall be listed on the departmental seniority list* in order of their last hiring dates, starting with the senior employees at the top of the list. If two (2) or more employees have the same last hiring date, their names shall appear on the departmental list based upon the results of a blind draw to be conducted by a representative of the Human Resources Department and the Union. It being further understood and agreed that the listing of two (2) or more employees having the same last hiring date that preceded January 1, 1975, shall be alphabetical by the first letters of their last name, or if two (2) or more employees have the same last name, then alphabetical by their first names.

Section 3. Termination of Seniority: An employee's seniority shall be terminated:

- (a) If he or she quits, retires or is discharged for cause and such discharge is not reversed through the procedure set forth in this Agreement. An employee's fire service seniority shall terminate if he or she is transferred to a position not covered by this Agreement.
- (b) If, when recalled to work following a layoff, the employee fails to notify the Employer within seven (7) calendar days of his or her intention to return to work within fifteen (15) 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, or having notified the Employer of such intent, he or she fails to report for work within said fifteen (15) days.
- (c) If he or she has been laid off for lack of work or funds for a period in excess of twelve (12) consecutive months.

Section 4. Layoff and Recall: If it is necessary to reduce the number of employees in the department, the Employer shall determine the number of employees to be removed from each job classification. Employees in the affected job classifications shall be removed on the basis of their classification seniority, provided that the remaining employees have the necessary certificates required by the State of Michigan and skill to perform the available work in the classification. Employees removed from a classification may exercise their classification seniority in any other classification in which they have seniority or in the classification of Fire Fighter based upon fire service seniority, provided they have the necessary certificates required by the State of Michigan and skill to perform the available work in such classification. Employees shall be recalled on the basis of applying the above procedure in reverse order.

- (a) It is agreed that bargaining unit employees will not be subject to layoff if there are Public Safety Officers employed by the Employer who have less departmental seniority.

Section 5. Layoff-Classification Seniority: 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, provided that the remaining employees have the necessary certificates required by the State of Michigan and skill to perform the available work in the classification. Employees removed from a classification may exercise their classification seniority in any other classification in which they have seniority or in the classification of Fire Fighter based upon fire service seniority, provided they have the necessary certificates required by the State of Michigan and skill to perform the available work in such classification. Employees shall be recalled on the basis of applying the above procedure in reverse order.

Section 6. Promotions: When it is necessary to fill a new, regular job classification or a permanent vacancy in an existing job classification within the bargaining unit, such position shall be filled as the Chief determines the need.

- (a) IAAF members may apply for vacancies at the time new hires are sought for PSO positions, and will have automatic consideration to the Oral Board. They will retain fire service seniority, but classification seniority will commence upon entry into the PSO classification. Preference will be given to IAFF members desiring cross training provided they have at least five (5) years of department service remaining before retirement eligibility. Such members will be cross trained before new PSO hires are crossed trained.
- (b) Equipment Operator Promotion: Those employees successfully passing the performance test shall be placed on the Equipment Operator's eligibility list in accordance with their departmental seniority. The employee whose name appears on the top of the eligibility list shall be selected to fill a permanent vacancy in the Equipment Operator's classification.

ARTICLE VI - LEAVES OF ABSENCE

Section 1. Medical Leave: An employee, who because of illness, injury or pregnancy, is physically unable to report to work and who has exhausted his or her sick

leave credits shall be given a leave of absence for the duration of such disability, but not to exceed twenty-four (24) consecutive calendar months (36 months if a duty related illness or injury), provided he or she promptly notifies the Employer of the necessity therefore, provided further, that he or she supplies the Employer with a certification from a medical doctor of the necessity for the continuation thereof when the same is requested by the Employer. The Employer will attempt to assign employees who are temporarily unable to report for their regularly assigned work to limited duty assignments within the Public Safety Department for the duration of the temporary disability, provided in its judgment, such work is available. Preference for limited duty assignments shall be given to employees with a duty related illness or injury. This section shall not be construed to restrict employees from working under the Sick List provisions of Article VII, Section 7 for an employee on a medical leave of absence.

Section 2. Military Reserve 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 obligation. 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 hereunder and who present evidence that they reported 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 as regular pay from the Employer had they worked during such period. The compensation thus paid by the Employer shall not exceed the difference in pay for a period of two (2) weeks in any one calendar year.

Section 3. Regular Military Leave: A full-time employee who enters the military service by draft or enlistment shall be granted a leave of absence for that purpose without pay and without loss of seniority, and at the conclusion of such leave of absence, shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and any other applicable laws then effective.

Section 4. Full-Time Union Assignment Leave: Employees who are elected or selected by the Union to accept a full-time assignment with the International Union which assignment takes them away from their employment with the Employer, shall upon written request by the Union served upon the Human Resources Office of the Employer, be given a leave of absence without pay and without loss of seniority for such purpose, provided that no more than one (1) employee shall be granted such leave at the same time, and provided further that such leave shall not exceed two (2) years or the duration of that assignment, whichever is shorter.

Section 5. Leave for Union Functions: Employees who are elected or selected by the Union to attend functions of the International Union or the State Union, such as

conventions, educational conferences and other legitimate Union activities, 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, educational conferences or other legitimate Union activities, provided the Chief, or in his or her absence an Assistant Chief, is advised in writing by the Union of such intended absence at least three (3) calendar days (excluding weekends and holidays celebrated under this Agreement) prior to the start thereof and the needs of the department will not be seriously impaired by such absence and provided further, that not more than three (3) (two (2) of whom may be assigned to the same platoon) employees will be granted a leave at any one time for the purpose of attending an International Union function and that not more than five (5) (two (2) of whom may be assigned to the same platoon) employees will be granted a leave at any one time for the purpose of attending a State Union function. The President or Secretary of the Union shall be allowed up to three (3) hours time off with pay and without loss of seniority to attend the Union's regularly scheduled monthly membership meetings, and one (1) member of the Union's Executive Board shall be allowed an equal amount of time off with pay each month to attend Executive Board meetings, provided the Chief, or in his or her absence an Assistant Chief, is advised in writing of the intended absence at least one (1) calendar day (excluding weekends and holidays celebrated under this Agreement) prior to such meeting. The total number of hours for which employees will receive pay under this section during a contract year shall not exceed three hundred twenty (320) hours in a non-convention year, and three hundred eighty (380) hours in a convention year. Unused hours in a non-convention year may be carried over and used in the following convention year. Paid hours requested for such Union leave will only be approved if they do not result in overtime call in with the exception of convention week. Unpaid time may be taken for other requests.

Section 6. Serving as a Witness Leave: When, as a result of performing job duties either on or off duty as a fire fighter, an employee is subpoenaed to make a court appearance, for such time as he or she necessarily loses time from his or her regularly scheduled work for the Employer while testifying as a witness, he or she shall continue to receive what he or she would have earned from the Employer on that day on the basis of eight (8) hours of work at his or her regular rate of pay for forty (40) hours per week employees, or on the basis of twenty-four (24) hours of work at his or her regular rate of pay for fifty-six (56) hours per week employee. When an employee is subpoenaed to make a court appearance at time other than that for which he or she had previously been scheduled to work, he or she shall receive premium pay for all hours necessarily spent while court is in session, with a minimum guarantee of two (2) hours of premium pay. The employee shall assign his or her court appearance fee to the Employer.

Section 7. Jury Duty Leave: An employee who has completed six (6) months of continuous service and who is summoned and reports for jury duty, as prescribed by applicable law, for time necessarily lost from his or her scheduled work day during which he or she performs jury duty and during which he or she otherwise would have been scheduled to work for the Employer, shall continue to be paid what he or she would have earned from his or her employment with the Employer on that day on the basis of eight (8) hours of work at his or her regular rate pay if a forty (40) hours per week employee, and

on the basis of twenty-four (24) hours of work at his or her regular rate of pay if a fifty-six (56) hours per week employee. The Employer's obligation to pay an employee for jury duty as provided herein is limited to a maximum of forty-five (45) days in any calendar year. In order to receive the payment above referred to, an employee must give the Chief, or in his or her absence the Assistant Chief, prior notice that he or she has been summoned for jury duty and must furnish satisfactory evidence that he or she performed such jury duty on the days for which he or she claims such payment. The provisions of this Section are not applicable to an employee who, without being summoned, volunteers for jury duty. The employee shall assign his or her jury duty pay to the Employer.

Section 8. 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 to an employee who has completed his or her probationary period, provided in the sole judgment of the Employer, such employee can be spared from his or her work. Payment of insurance premiums shall be the responsibility of the employee during such leaves.

Section 9. Funeral or Critical Illness Leave: Permission to take a paid leave will be granted to each permanent employee who, in the opinion of the Employer, furnishes adequate proof that an extreme critical illness exists, or that a death has occurred within his or her immediate family. The term "immediate family" shall include only the employee's spouse, mother, father and children (including stepchild who has resided with the employee for a continuous period of six (6) months), where circumstances of extreme critical illnesses are involved. When a death has occurred, the term "immediate family" shall include the spouse, children (including stepchild who has resided with the employee for a continuous period of six (6) months), brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather, mother and father of an employee. Relatives of the employee other than those listed above will not be considered members of the immediate family. Funeral or Critical Illness leaves benefits shall be based upon:

- (a) The rate of compensation in force for the position classification of the individual at the time leave begins.
- (b) The average daily hours for those employees whose hours per day vary. The employee's total weekly compensation, including pay for funeral or critical illness leave, should not exceed the total of his or her pay rate times the established hours per week in the department.
- (c) Paid Critical Illness leaves shall be granted to an employee for the time reasonably necessary until the life-threatening condition has ended, but the pay shall be limited to not more than one (1) regularly scheduled working day. In order to be eligible for such benefit, the employee must notify the Chief of the situation as soon as practicable after becoming aware of it.

- (d) 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 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. In the case of death in the immediate family, an employee must actually attend the funeral to be entitled to such leave and such leave shall terminate at the end of the day following the funeral.
- (e) An employee who makes a false claim of Funeral or Critical Illness leave may be subject to disciplinary measures which, in the opinion of the City Manager or designee, are justified by the circumstances involved.

Section 10. Leave Approval: Leaves of absence referred to in this Article must be applied for in writing by the employee and approved in writing by the Employer in order to preserve the employee's job rights during such leave.

ARTICLE VII - SICK LEAVE

Section 1. Accumulation: Regular, full-time, forty (40) hour employees shall accumulate paid sick leave credits on the basis of eight (8) hours of paid sick leave for each month of continuous service.

- (a) Regular, full-time fifty-six (56) hour employees shall accumulate paid sick leave credits on the basis of twelve (12) hours of paid sick leave for each month of continuous service.
- (b) When an employee transfers to a forty (40) or forty-two (42) hour position with the KPOA bargaining unit, his or her sick leave hours balance will be converted to an equivalent number of hours per the changed work schedule.

Section 2. Qualification: In order for an employee to report sick in a timely manner, he or she must report to the Shift Lieutenant not later than thirty (30) minutes prior to his or her normal starting time on each day of absence, unless in the judgment of the Employer, the circumstances surrounding the absence made such reporting impossible or unnecessary, in which event such report must be made as soon thereafter as is possible. Employees who are not excused for failing to report sick in a timely manner shall be charged with a tardiness and they shall not be entitled to sick leave payments for scheduled work hours during which they failed to report in a timely manner. 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 before payment is made under this Agreement.

- (a) In the event of an absence of two (2) or less consecutive regularly scheduled working days, the "Report of Absence from Duty" form must state the reasons for such absence and be signed by the employee.
- (b) 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. A physician's statement 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 and perform his or her job duties.
- (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 depending upon the circumstances involved.

Section 3. Eligibility: 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 or injury, provided it was not attributable to causes stemming from work performed for monetary remuneration, or work in the service of another employer, or while acting in the capacity of a private contractor, or while acting as the operator or proprietor of a business of any nature.
- (b) There shall 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 which is compensable under the Michigan Worker's Disability Compensation Act. During such period, the Employer will make up 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 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, 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 he or she is entitled to 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 fire fighter duty, he or she shall report for such duty, unless the employee's medical 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 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 Disability 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.
- (d) If any employee of the Fire Service is temporarily unable to fulfill his or her normal duties for the Employer due to injury compensable under the Workers' Disability Compensation Act, illness or other injury, the Employer agrees, provided in its judgment work is available and the employee is qualified to perform the available work, to assign such employees to limited duty within the Public Safety Department. If two (2) or more employees are qualified for limited duty, preference shall first be given to employees suffering from a work related injury or illness, and then to the other employees based upon seniority.

Section 4. Usage: One (1) hour of paid sick leave for regular, full-time employees shall be equivalent to one (1) hour of pay at the rate applicable to the employee's permanent job classification assignment at the start of the absence for which compensation is requested.

- (a) Whenever sick leave payments are made under this Article, the amount of such payment shall be deducted from the employee's accumulated unused bank of paid sick leave credits.

Section 5. Payment 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 their designated beneficiary (whichever is applicable) shall be entitled to be paid one-half (1/2) of his or her accumulated unused 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.

Section 6. Accumulation During Temporary Transfer: A fifty-six (56) hour employee who has been temporarily transferred to a forty (40) hour position shall continue to accumulate sick leave credits as a fifty-six (56) hour employee, but shall have his or her accumulated unused bank of sick leave credits charged for paid leave as a forty (40) hour employee for the duration of such temporary transfer.

Section 7. Absence Investigation: The employer, or designated representative, shall have the right to investigate all absences.

Section 8. Continued Accumulations: Employees who have a current bank of accumulated unused sick leave credits shall continue to maintain the same to be used hereunder. Unused sick leave accruing under the terms of this Agreement shall be accumulated from year-to-year.

ARTICLE VIII - HOURS OF WORK

Section 1. Work Hours: The normal work week for the Fire Service shall be an average of fifty-six (56) hours per week. Under normal conditions, this will be accomplished by working a three (3) platoon system, each platoon working a twenty-four (24) hour shift, and off duty twenty-four (24) hours, then working another twenty-four (24) hour shift, and off duty for twenty-four (24) hours, and then working another twenty-four (24) four hour shift, and off duty ninety-six (96) hours consecutively. A normal work day shall begin at 7:00 a.m. and end at 7:00 a.m. the following day. All days worked are considered normal duty days for purposes of accomplishing training and station duties to include maintenance of station and apparatus, housekeeping, in-service training, fire critiques and other normal duties routinely performed; provided, however, that such members need not perform building inspections, or building maintenance, or weekly or monthly rig maintenance on Saturdays, Sundays, or Holidays. These duties are to be performed between the work hours of 7:00 a.m. and 4:00 p.m. with one (1) hour free time for lunch. After 4:00 p.m., employees shall have free time in the station, however, they shall respond to all alarms as assigned. If in-service training is scheduled in the evenings, it shall conclude by 11:00 p.m. and employees scheduled to participate will have their duty hours adjusted in the morning to permit free time in lieu of evening training hours. Training may be conducted on Saturday mornings and Sunday mornings.

- (a) Fifty-six (56) hour employees who, having reported for work, are required to remain on duty for a period in excess of twenty-four (24) consecutive hours shall be paid at a rate of time and one-half (1 1/2) of their regular straight time hourly rate of pay for the hours so worked in excess of said twenty-four (24) consecutive hours. The straight time hourly rate will be computed on the basis of an average of fifty-six (56) duty hours per week. However, it is understood that it is the Union's responsibility to secure overtime

replacements. Accordingly, when the Union schedules a person for overtime or when the Employer calls in employees on overtime for emergencies, said employees shall not receive overtime pay for their regularly scheduled hours.

- (b) Forty (40) hour employees who are required to work in excess of eight (8) hours per day or forty (40) hours during the work week shall be paid at the rate of time and one-half (1 1/2) their straight time hourly rate of pay for the hours so worked in excess of eight (8) hours per day or said forty (40) hours per week, whichever results in the greater amount of pay. The straight time hourly rate will be computed on the basis of forty (40) hours per week.
- (c) The Chief, or designee, will be the determining authority on the necessity for overtime work.
- (d) It is understood and agreed that the Equipment Operator assignment and Fire Fighter assignment at district stations will be filled by IAAF bargaining unit members pursuant to the Memorandum of Understanding dated April 1, 1985 attached hereto as an appendix. This shall not be construed to mean that IAAF members must be called back on overtime to fill normal duty assignments.

Section 2. Special Projects: The Employer and the Union agree to explore the possibility of assigning employees to special projects that are not directly related to the operation of the Fire Service. Each project would be for the purpose of utilizing the time and talents of employees for the betterment of the community to the extent possible without diminishing the department's fire fighting capability. In order to ensure the full cooperation of employees involved in each project, the Employer and the Union's Executive Board will meet and mutually agree upon each project and the procedure to be followed for implementation.

Section 3. Trade Time: It is agreed that each employee shall be allowed to trade time for any reason at his or her own discretion. Such requests must be approved by supervision in advance of the time being requested for trade. Employees working for other employees shall be subject to disciplinary action and deductions in pay for tardiness as if regularly assigned to the platoon. Requests for trading of time must be made in writing on a form provided by the Employer. Employees shall not be allowed to use "traded" time if the use of such time will expose the employer to payment for overtime hours under applicable law.

Section 4. Station Maintenance: No employee shall be required to perform electrical or plumbing work for which a licence is required, or any roofing or cement work, except under emergency conditions. The clean up of the kitchen facilities following meals will be the responsibility of those individuals who utilize the kitchen facilities. Painting duties will be limited to touch up and minor maintenance unless another twenty-four (24) hour person is assigned to station duties.

ARTICLE IX - VACATIONS

Section 1. Vacation Schedule: 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:

(a) Completed Years of Service	Duty Days Off 56 Hour Employees
1 but less than 5	5
5 but less than 12	9
12 but less than 15	10
15 or more	11

- (b) During the fifth (5th), twelfth (12th), and fifteenth (15th) year of a fifty-six (56) hour employee's continuous service with the Employer, an employee may anticipate the additional vacation, based upon the aforementioned schedule, for which he or she qualified on December 31st of such year. An employee who, pursuant to this subsection, anticipates an additional vacation may continue to do so as long as he or she remains employed by the Employer, subject to the provisions of Section 4 of this Article.
- (c) Vacation days are to be used in the calendar year following the December 31st upon which they are earned. Vacation days may not be accumulated from one year to the next without written permission from the Chief. Such permission shall be granted for a period of not to exceed three (3) duty days for fifty-six (56) hour employees provided that the request for vacation carryover is submitted in writing on or before the first day of October and the request sets forth the circumstances which justify the vacation carryover. If an employee's vacation is scheduled after the 1st day of October and is denied by the Chief, such employee shall be allowed to carry over the vacation that was denied into the next year.
- (d) Effective January 1, 1979, if a holiday occurs during a fifty-six (56) hour employee's vacation, it shall not affect the vacation since such employees are compensated for all holidays by an annual lump sum payment.

Section 2. Vacation Scheduling: Employees in the Fire Fighting Division who are entitled to paid vacations hereunder shall be entitled to select their vacation time off on a date and time selected by the Union. Vacation selection shall be on the basis of departmental seniority, as defined in Article V, Section 1, and with the understanding that not more than

two (2) employees shall be permitted to be off on vacation during the same vacation period. The Union shall submit a vacation roster of its members to the office of the Public Safety Captain on or before December 15 of each year.

- (a) Scheduled vacation days that become available for selection as a result of an employee leaving the employment of the Employer shall be assigned in accordance with seniority among employees who file a written request in the Operations Division office during the two (2) week period immediately following the terminating employee's last day of work. Such days may be selected on a daily, or weekly basis. Any other vacation days that become available shall be assigned following a P.A. System announcement of the vacancy on the basis of seniority until 5:00 p.m. on the second duty day for the platoon on which the vacancy exists. Thereafter, vacancies shall be filled on a first come basis. Written notice of a desired change must be filed in the Operations Division office at least two (2) weeks in advance of the requested vacation time. Requests for vacation changes without giving two (2) weeks notice shall be granted upon approval, and at the discretion of the Chief. (The Employer shall have no obligation to otherwise give notice to employees concerning scheduled vacation days that become available for selection).
- (b) It is understood and agreed that time spent in selection of vacation days as provided above shall not be considered as time worked for the purposes of overtime computation.
- (c) Employees shall be entitled to use their annual vacation days in hourly increments of one (1) hour or more. Vacation usage which is not on the roster shall be permitted so long as the request is made prior to issuance of the two (2) week schedule. If the request is not made prior to issuance of the two (2) week schedule, then it may be denied if it will result in the need for overtime.

Section 3. Termination of Employment: If an employee who is otherwise eligible for vacation with pay, quits or is discharged on or after December 31 of any calendar year upon which he or she qualified for such vacation with pay without having received the same, such employee will receive, along with his or her final paycheck, the vacation pay for which he or she qualified as of such December 31. If an employee quits, retires or is discharged prior to the December 31 upon which he or she would have qualified for a vacation with pay, he or she will be entitled to a pro rata payment of the vacation pay for which he or she would have qualified on such December 31.

Section 4. Repayment of Advanced Vacation: If an employee uses vacation time during a calendar year prior to the date upon which it is earned and then quits, dies, is discharged or retires under the pension plan, that portion of vacation time used but not earned shall be withheld from any money due the employee from the Employer, including pension funds.

Section 5. Vacation Pay Advances: The City will no longer approve requests for vacation pay advances for employees with direct deposit. The City will continue to approve requests for vacation pay advances for employees without direct deposit, but such advances will be subject to a forty-five percent (45%) initial estimated withholding.

ARTICLE X - HOLIDAYS

Section 1. Holidays Celebrated: The following days are recognized as holidays under this Agreement for fifty-six (56) and forty-two (42) hour employees: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, the day celebrated as Veteran's Day (November 11th), Thanksgiving day, the day after Thanksgiving, Christmas Eve Day, and Christmas Day. Additionally, New Year's Eve Day shall be treated as a one-half day holiday. Effective January 1, 1991, Martin Luther King Day may be substituted for the Day after Thanksgiving if requested in January of the year in which the substitution is desired.

Section 2. Holiday Pay: The Employer agrees to continue its current practice of paying holiday pay. The Employer agrees to pay each regular, full-time, fifty-six (56) hour employee a lump sum payment, in lieu of additional payment for hours actually worked on a holiday, equal to one hundred twenty six (126) hours of pay at the employee's regular straight time hourly rate of pay. The payment shall be calculated on the basis of the employee's regular hourly rate in effect on April 1st of each year and shall be paid in the first regular pay period in April of each year.

Employees hired prior to April 1st of any year shall receive the holiday payment in proportion to the number of holidays that will occur after the date of hire. If the employee is hired after April 1st, he or she shall receive such prorated payment on or before December 31st.

Section 3. Holiday Pay Upon Termination: If a fifty-six (56) hour employee quits, dies, is discharged or retires under the pension plan, he or she shall be entitled to holiday pay in proportion to the number of holidays that have occurred prior to the date of such termination of employment. If the termination is before July 1st, he or she shall receive payment along with the final paycheck. If the termination occurs after July 1st, the portion of holiday pay that has not been earned shall be withheld from any money due the employee from the Employer, including pension funds.

ARTICLE XI - LONGEVITY PAY

Effective 1/1/89, 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 \$25,000 base salary.
11-14 years of service = 4% \$25,000 base salary.
15+ years of service = 6% \$25,000 base salary.

Effective January 1, 1990, the wage base upon which the longevity calculation is made will change to \$30,000.00.

- (a) Employees who have qualified for longevity pay and who retire prior to the month and day of their last hiring date, shall receive in December a pro rata share of their annual longevity pay as of the effective date of retirement. Employees who retire on or after the month and day of their last hiring date during a calendar year, shall receive a longevity payment in December, 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 XII - 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 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 (\$20,000) Dollars with a double indemnity rider. Additionally, the Employer agrees to pay the total subscription rate for group health insurance for each participating employee or employee and dependents after satisfaction of the qualification period required by the insurance carrier. Married employees with dependents shall be under one policy.

- (a) The Employer shall provide Blue Cross and Blue Shield M.V.F.I. M-L rider group health insurance, with a Four Dollar (\$4.00) deductible prescription drug rider, effective 1-1-96 this drug rider shall be Five Dollars (\$5.00), (dependent coverage for children over 19 years of age (F rider) shall be paid by the Employee) and Master Medical insurance with a One Hundred Dollar (\$100.00) deductible for single coverage and Two Hundred Dollar (\$200.00) deductible for two-person coverage or family coverage for permanent and full-time employees or substantially equivalent benefits with another insurance carrier or carriers authorized to transact business in the State of Michigan. Effective January 1, 1991, the prescription drug rider deductible will be four dollars (\$4.00). Effective January 1, 1991, employees will contribute \$12.00 per month towards any of the three health insurance options. Effective 1-1-95 the employee health care contribution shall increase from \$12.00 per month to 5% of monthly cost of single, two party,

or family coverage for any of the three 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. Effective January 1, 2000, employees will contribute Twenty Dollars (\$20.00) per month toward the cost of single coverage, Forty Dollars (\$40.00) per month toward the cost of double coverage, and Forty-Five Dollars (\$45.00) per month toward the cost of family coverage, regardless of which form (BCBS, BCN, or KHP) of insurance is selected.

- (b) The Employer shall pay the total subscription rate for two-person (employee and spouse) coverage for M.V.F.I. and Master Medial Insurance for employees who retire on or after January 1, 1975 with ten (10) years of credited service and have 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 (BCBS). 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, 1989 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, 1989 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 employees shall pay the same health insurance contribution in retirement as in effect during the last month of their employment (BCBS.). 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 provided 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.

Employees who retire on or after January 1, 2000 with 25 years of credited service or who have attained at least 50 years of age and 10 years of credited service may continue single or two-person (employee and spouse) coverage for M.V.F.I. I and Master Medical (BCBS) insurance by contributing Twenty-Five Dollars (\$25.00) per month toward the cost of such coverage. In order to receive benefits under this provision, retirees and their spouses are not required to enroll in any Medicare plan which entails a cost to the retiree or spouse.

- (c) Employees who, on the date of execution of this agreement, have either two party or family medical coverage and who are covered under their spouses' medical insurance, if the spouse is a KPOA member or employed by another employer, may, by execution of the waiver of health insurance coverage form, elect an annual payment of \$1,000.00 in lieu of their coverage on PHP or Blue Care Network, or \$500.00 in lieu of their coverage on BCBS.

In addition, employees currently on regular (non-HMO) coverage who at the time of re-opening, opt to change to two part or family KHP or Blue Care Network coverage, may, after at least six months on such coverage, elect the \$1,000.00 annual payment by executing the waiver form.

Effective 1-1-95 this annual payment shall be \$1,500 in lieu of any of the three health care options (BCBS, BCN, KHP) and shall be \$1,750 in 1996.

The annual payment is payable within thirty (30) days of the employee's election and annually thereafter.

In the event an employee elects to be reinstated in less than the 12 month period, or leaves the employment of the City, the employee must reimburse the City for the remaining pro-rata portion of the above annual payment within thirty (30) days of reinstatement. Reinstatement will be the first of the month following request for reinstatement. Employees leaving employment will be billed for the pro-rata amount due and it will be deducted from their pension refund.

- (d) The Employer will pay the entire premium for a Delta Dental Insurance Plan for such employee or employees and their dependents.

ARTICLE XIII - 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 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 or her disability is the natural and proximate result of causes arising out of and in the course of his or 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 a Normal Retirement Benefit.

If the member disagrees with the finding of the medical director, he or she shall have the right to submit reports from his or 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 provision of the duty disability retirement he or she is entitled to and accept such re-training, rehabilitation and/or other employment as the Employer may choose to offer. The Police member or Fire member shall retain any benefits he/she has earned in the Police/Fire portion of the retirement system."

Effective 1/1/99, the "Normal Retirement Benefit" pension multiplier shall be increased from 2.5% to 2.6% and the "maximum benefit" shall be increased from 65% to 67.6%.

- (c) Effective with the second year of the contract, 1989, IAFF members are qualified for eligibility under Section 414 H-2 of the Internal Revenue Code.
- (d) Effective 1-1-95, the addition of overtime to base pay for purposes of calculating final average compensation for pension amount shall be eliminated. The employees and the Employer will not contribute to the pension fund on overtime earned. The following items are included for purposes of calculating final average compensation: longevity, comp time lump sum payment (requested on or before December 31, 1998), holiday lump sum payment, and any other payments where employee/employer pension contributions are made. All comp time lump sum payments will be eliminated from the calculation of final average compensation for 1999 and later years.
- (e) Effective 1-1-95, a post retirement adjustment of the 2% in January of each year, compounded annually, for those who retire after 1-1-95 shall be provided. Said adjustment will be implemented for the first January following the actual retirement date.

In order to receive the 2% compounded post-retirement adjustment, an employee must have at least twenty-five (25) years of service.

- (f) Effective 1-1-98, employees' contribution to pension shall decrease from 8.50% to 8.00% of wages; effective 1-1-99 it shall decrease from 8.00% to 7.25% and effective 1-1-00 it shall decrease from 7.25%, to 6.50%.
- (g) The parties understand that the regular pension contribution must be made, whether the employee is working or is away from work, in order for the employee to receive credited service.

Therefore, effective 1-1-99, if an employee is absent from work for an entire pay period, and receives no City pay from which pension contributions are made, that period of time will not be included as a period of credited service. However, an employee who has had such a period may, upon returning to work after such period, "buy back" that time by making the pension contribution attributable to that period.

When an employee is absent from work and is receiving sick pay benefits (substituting for his/her regular base pay [charged against either the employee's own sick leave bank or from donated sick leave time]; or supplementing Workers' Compensation), from which pension contributions are made, the entire period of time that employee is absent and receiving such sick leave benefits will be counted toward the employee's credited service.

An employee on a medical leave of absence who is receiving Workers' Compensation benefits may have the period of such leave counted toward credited service by electing, at the commencement of the leave or upon his/her return to work, to make the regular pension contribution for the leave period (e.g., the City deducts the proportionate pension contribution attributable to any City-paid supplement and/or sick pay benefits; the employee pays any remaining portion of the pension contribution - as such, the entire regular contribution is made and the employee receives his/her service credit). An employee so electing shall, upon returning to work, sign a payroll deduction authorization form providing for an additional biweekly pension deduction(s) equal to the employee contribution rate multiplied by the biweekly Workers' Compensation benefit received during the leave period.

ARTICLE XIV - JOB CLASSIFICATION AND WAGES

Section 1. Job Classifications: The Employer and the Union agree that within the Fire Service the following job classifications shall be established; Fire Fighter and Equipment Operator.

Section 2. Rates of Pay: During the term of this Agreement, the rates of pay for the job classifications as set forth in Appendix "A" attached hereto shall remain in full force and effect.

- (a) When and if the Employer creates a new job classification or substantially alters the job content of an existing job classification, it shall set the rate of pay therefore. If the Union disagrees with the rate established it shall notify the Employer and the matter shall be the subject of negotiations. If the matter is not resolved through negotiations, the Union may file a grievance with respect thereto starting at the First step of the Grievance Procedure, provided that a grievance is filed within thirty (30) calendar days from the date the rate was first established by the Employer. If, as a result of the above procedures, a different rate of pay is established, the different rate shall become effective as of the date the job classification was created.
- (b) When the City makes an error in the amount of base pay of an employee, the error will be corrected within twenty-four (24) hours (excluding weekends) of the time at which the employee notified the City of the error. Paycheck errors relating to pay other than the employee's base pay will be corrected in the following paycheck. If the error is not corrected in the "following paycheck," a special check will be issued within one (1) business day (Monday-Friday) of the employee notifying the City that the "next paycheck" correction was not made.

When the employer and the Union agree that an employee is overpaid wages, or special lump sum payments, in error, the employee is required to repay the City within one year of the notice of the overpayment. Such payment increments shall be at least 4% of the base pay for the normal pay period.

Section 3. 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 for 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 thirty (30) regularly scheduled days of work for temporary transfers to other positions. 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 he or she shall retain his or her seniority in the permanent classification from which he or she was transferred.

- (a) An employee temporarily transferred for the convenience of the Employer for an entire duty day shall receive the rate of pay he or she would have received on his or her permanent job assignment, or the rate of pay he or she would have received had he or she been permanently promoted to the position, whichever is greater.

Section 4. Call In For Work: Any employee who is called in to perform work at a time other than that for which he or she had previously been scheduled, shall receive not less than four (4) hours of pay at the employee's time-and-one-half rate. The employee shall receive premium pay for the time actually worked, but his or her total pay for such call-in shall not be less than the equivalent of four (4) hours of pay at the employee's time-and-one-half rate. 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 four (4) hours prior to the start of their specific shift but who continue to work their regular shift thereafter.

- (a) Employees who are called in (not previously scheduled) to perform work for periods of less than four (4) hours prior to the start of their shift and who continue to work into their regular shift shall be permitted to complete such regular shift.
- (b) In times of emergency when the Chief determines that staffing has fallen below safe levels, or in order to ensure operational effectiveness, the Chief has the authority to call in off-duty personnel under this section to ensure the safety of the Fire Fighters on duty.

Section 5. Pay Computation: Employees shall be paid on Wednesdays on a biweekly basis. Subject to all other provisions of this Agreement, payment of an employee's annual salary on a biweekly basis shall be calculated by dividing his or her annual salary by the number of paydays that occur during the then current calendar year. If, during a calendar year an employee's salary is changed at the beginning of a pay period, his or her bi-weekly pay for the remainder of the year shall be calculated by dividing his or her new annual salary by the number of paydays that occur during the then current calendar year. If the change in salary occurs at a time other than the beginning of a pay period, the pay for such pay period shall be prorated based upon the number of calendar days at the different

salary levels. Any new employee hired after January 1, 1991, who is placed in the position of Fire Fighter, prior to cross training as a PSO, will be paid on an hourly basis calculated from the IAFF annual salary schedule (annual salary divided by 2912 hours).

Section 6. Rates Upon Promotion: An employee who is promoted under Article V, section 8 shall be placed on the lowest step of his or her new classification which results in receiving a wage increase of not less than Two Hundred Dollars (\$200.00)

Section 7. Performance Bonus: Effective January 1, 1998, employees holding the position of Equipment Operator shall receive an annual performance bonus of Two Thousand Four Hundred (\$2,400.00) which shall not be rolled into the base wage. Such bonus shall be paid in the first regular pay period in April of each year. Employees who hold the position for less than the entire calendar year shall be entitled to a prorated payment and employees leaving such position before the end of the year shall have the amount of any unearned payment deducted from their pay.

ARTICLE XV - SAFETY AND TRAINING

Section 1. Safety Committee: The Union agrees to maintain it's Safety Committee, consisting of three (3) employees, for the duration of this Agreement. The Safety Committee shall have authority to report any unsafe conditions to the Chief and advise the Employer with respect to the adequacy of safety equipment and safety practices within the Department. Upon the request of the Employer, the Safety Committee shall meet with the Employer, without loss of pay, during their scheduled working hours. If the Safety committee desires to meet with the Chief, it shall make such desire known to the Chief and a meeting shall be arranged as soon thereafter as practicable; provided, however, that unless otherwise agreed, such meetings shall not be held more often than once a month.

Section 2. Training: The Employer and the Union are committed to the concept of adequate training for new employees and to the concept of continual refresher training for all employees. It shall continue to be the duty of the officer in charge of any station to provide adequate new and refresher training, including basic training of the employees under his or her command. The Employer will study the feasibility of and will attempt to implement whenever possible group training sessions for newly hired employees following their date of appointment.

ARTICLE XVI - GENERAL

Section 1. Equipment: The Employer agrees to furnish each employee in the Fire Service protective clothing consisting of boots, safety helmets, gloves and a waterproof coat with liner, all equipment to be to current standards of the type and quality prescribed by the

Chief, and to replace such equipment when it has been demonstrated to the satisfaction of the Chief, or designee, that such equipment has become worn or damaged, in the course of employment, to the point that replacement is required. Employees will be required to replace equipment which is lost neglect. The Employer agrees to furnish each employee with one (1) dress uniform, one (1) short sleeve dress shirt, one (1) necktie, and to continue the current practice of supplying fatigue uniforms. These articles of clothing will be replaced when such replacement is deemed necessary by the Chief. The Employer also agrees to furnish sufficient work coveralls in each station to be worn during repair and/or cleaning work connected with fire apparatus and station maintenance.

The Chief shall determine how many pairs of coveralls are needed. There is no intention of providing one (1) pair for each employee.

Section 2. Performance Reviews: It is understood and agreed that each employee will be given an opportunity to review and sign his or her periodic performance review sheet following its completion by the employee's immediate supervisor. If any additions or corrections are made on an employee's performance review sheet after he or she has signed it, he or she shall be provided with a copy of the amended performance review sheet. The performance review sheet will contain a statement to the effect that the employee's signature does not necessarily indicate agreement with the review sheet as completed by his or her immediate supervisor. If an employee objects to the review, he or she may file objections in writing to be attached to the review sheet. On request, the employees shall be provided with a copy of his or her performance review sheet.

Section 3. Copies of Agreement: The Employer agrees to furnish each employee covered by this Agreement one (1) copy of this Agreement, printed at the Employer's expense, within a reasonable period of time after ratification of this Agreement.

Section 4. Rules and Regulations: Except as specifically provided in this Agreement, all conditions of employment, working conditions, and fringe benefits shall remain and be applied as currently applied that are set forth in the Civil Services 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. Prior to any change in the above, the Employer agrees to give the affected employees notice of such change. In the event the Union 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 timely filed pursuant to Article II, Section 3.

Section 5. Food Allowance: Effective January 1, 1989 the Employer shall provide each employee who is normally on duty an average of at least fifty-six (56) hours per week an annual food allowance of Five Hundred Forty Dollars (\$540.00)

- (a) An employee who is otherwise eligible for the above allowance, but who has less than one (1) full year of service, shall be granted the above allowance on a pro rata basis as calculated in subsection (b) below.
- (b) An employee who is otherwise eligible for the above allowance and who quits, is discharged, retires, or dies, shall receive (or in the latter case, his or her designated beneficiary shall receive) a pro rata share of the above allowance as of his or her date of termination or death. An employee who is suspended for scheduled duty days shall not be entitled to a food allowance for such days. For each duty day not worked as a result of discharge, retirement, death or such suspensions, as defined above, an employee's food allowance payment shall be reduced by an amount equal to the total food allowance, divided by the number of duty days such employee would have been scheduled during that calendar year had such discharge, retirement, death or suspension not occurred.
- (c) The food allowance shall be paid in the first regular pay period in December of each year.

Section 6. Transporting Reports: In the event an employee is required to transport reports between stations, such transportation shall be done during the employee's working hours and if the employee is requested to use his or her personal vehicle, the employee shall be reimbursed per mile at a rate equal to the maximum amount then allowed by the Internal Revenue Service.

Section 7. Savings Clause: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination of its validity, the remainder of this agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.

Section 8. Personal Conduct: No IAFF member employee shall engage in any personal conduct or act which results in justified, unfavorable, public criticism of that non-sworn employee or the Public Safety Department. No IAFF member employee shall be involved personally in disturbances or police incidents to his or her discredit. IAFF member employees shall be truthful at all times, whether under oath or not, when conducting any official business.

Section 9. Staffing: Effective on the date of the signing of this Agreement in 1991, the

minimum total number of fire apparatus assigned personnel on duty is twelve (12) from 7:00 a.m. to 7:00 p.m., Monday through Friday. When at twelve (12) the City will move a PSO from the street to a Public Safety Station for a total of thirteen (13) people on duty at the stations if there are fifteen (15) or more PSOs on street duty prior to said move. On hours other than 7 a.m. to 7 p.m. and on Saturdays, and Sundays, the minimum total number of fire apparatus assigned personnel on duty is thirteen (13).

Effective January 1, 1995, the minimum total number of fire apparatus assigned personnel on duty is twelve (12) from 7:00 a.m. to the following 7:00 a.m. on Saturdays and Sundays.

Section 10. Comp Time: IAFF member employees may elect comp time instead of overtime with the understanding that (1) time earned as comp time must be taken as comp time (i.e., no cash-out at employee's request), and (2) any comp time over twenty-four (24) hours will be paid out as overtime on a quarterly basis without pension contributions by either the employee or the employer.

ARTICLE XVII - DURATION

This Agreement shall become effective as of the 1st day of January, 1998, and the terms and provision thereof shall remain in full force and effect through the 31st day of December, 2001, and from year to year thereafter, unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the expiration of this Agreement or at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the 6 day of June, 2000.

LOCAL NO. 394 OF THE
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS

CITY OF KALAMAZOO

Richard Ashippa, Jr. PRES.

Dave E. Mitchell V.P.

Peter Bourgeois SEC.

Richard M. Euba TRS.

Steven A. Givens

P.D. Smith

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made on August 13, 1986 by and between the City of Kalamazoo, (hereinafter referred to as the "City" and Local 394 of the International Association of Firefighters, also known as Kalamazoo Firefighters Union AFL-CIO (hereinafter referred to as the "Union").

Witnesseth:

The purpose of this Memorandum of Understanding is to clarify the Memorandum of Understanding of April 1, 1985, as follows:

1. The parties agree that the language found in paragraph two (2) of the Memorandum of Understanding of April 1, 1985, gives the Chief of Public Safety the right to make staffing changes as he deems appropriate.
2. The parties agree that nothing in the April 1, 1985, Memorandum of Understanding shall prevent persons subsequently returning to the I.A.F.F. unit from receiving the benefits and rights described therein. Additionally, they shall be given an opportunity to train for the position of Equipment Operator by September 30, 1986.
3. The Union agrees to withdraw, with prejudice, the grievance pertaining to staffing and the grievance concerning the eligibility for overtime for those persons who returned to the unit subsequent to April 1, 1985.

Walter L. Culver
David A. Paradise
Robert R. Omsbury
Thomas M. Spink

Sheryl L. Sadley
[Signature]
Agnes J. Higgins

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made on April 1, 1985, 1985, by and between the City of Kalamazoo, (hereinafter referred to as the "City") and Local 394 of the International Association of Firefighters, also known as Kalamazoo Firefighters Union AFL-CIO, (hereinafter referred to as the "Union").

WITNESSETH:

The general purpose of this Memorandum of Understanding is to recognize that the public safety program will be implemented by the City. Additionally, however, the parties recognize that with the implementation of the public safety program, there is a strong likelihood that the Union could eventually be phased out of existence. With that realization, the parties are attempting to secure an orderly and efficient implementation of the public safety program in order to continue to provide proper service, in an efficient manner, to the community yet relieve the anxiety of the present Union members as it pertains to their job security. Thus, the City and the Union for and in consideration of mutual promises, stipulations and conditions hereinafter specified, agreed to abide by the terms and provisions set forth herein.

Accordingly, the parties agree as follows:

1. This Memorandum of Understanding shall only pertain to the 40 IAFF members assigned to the Fire Division as of March 5, 1985 who were hired before January 1, 1982. It shall also apply to the first 2 employees currently in crosstraining or probationary PSO status who return to the Fire Division.

The above-described Union members shall hereinafter be referred to as the "Members".

2. That the City may determine staff numbers for fire apparatus and may assign a second member or an on duty Public Safety Officer (PSO) as a second person. The City intends to staff positions pursuant to Chief Ross' memo of February 20, 1985 unless or until circumstances change. The City agrees to seek the input of IAFF, KPOA, and KPSA executive boards before making a decision on staffing changes.
3. That all equipment operator positions in the Department of Public Safety shall be manned by the above-described Members, at their straight time hourly rate, until such time as the number of Members are less than the number of fire equipment operator positions needed. At that time, Public Safety Officers (PSO) may be assigned to remaining positions as needed.

4. That said Members shall be assigned to be a firefighter and/or apparatus operator by the Department of Public Safety.
5. That in filling vacancies and manning fire apparatus, priorities shall be as follows:
 - (a) Members shall have first rights to be assigned to vacancies provided said members are available at their straight time hourly rate.
 - (b) If a member is not available at the member's straight time hourly rate, a PSO may be assigned at the PSO's straight time hourly rate.
 - (c) If neither a member or a PSO is available at their respective straight time rates, overtime shall be first offered to members; if no member is available for overtime, it shall then be offered to PSO's.
6. It is understood that any person filling either the fire equipment operator position or a second position on a firefighting apparatus, must be state certified to perform the necessary duties, except for the training engine.
7. That Article I (1) (d) and Article VIII (1) (d), shall be and hereby is deleted from the collective bargaining agreement.
8. That as of January, 1985, only three members of the daily shift strength of the Union members are permitted to be on vacation at any one time as determined by the number of Union members at the time vacations are selected. The three members of daily shift strength vacation allocation shall be set at the time vacation are bid and shall remain in effect during that vacation year. This provision will be subject to renegotiation annually.
9. That the parties agree to the concept that all days worked are considered normal duty days with respect to station duties and training which may be scheduled, provided, however, that said Members need not perform any training, building inspections, or building maintenance on Sundays or Holidays.
10. That the Union shall withdraw all pending civil litigation and/or administrative proceedings that are currently filed against the City of Kalamazoo. With the express understanding that the Union has all of its rights under Act 312 of the MCLA. That the City will expedite the payment of overtime ordered in the arbitration case, involving the use of PSO's on fire apparatus to fill temporary vacancies, amounting to \$47,409.89 plus 12% interest from the date of filing the civil action in the Kalamazoo Circuit Court. The

distribution of said funds to be made within 30 days of City Commission approval of this agreement per the terms of the attached settlement agreement.

11. That in return for the job security obtained herein, the Union will not initiate legal or administrative action, that will in any way impede the implementation of the Public Safety Program. Moreover, the Union in no way will attempt to re-establish or prevent a fire department. This provision shall not abridge the rights of the Union to negotiate wages, hours of work, and working conditions nor shall it abridge the Union's right to administer the collective bargaining agreement for its Union members by using the grievance procedure. Nor shall this provision abridge the right of the Union to initiate actions, legal or administrative, to enforce the terms of this Agreement or any other rights provided under law except those precluded by the terms of this paragraph.
12. That the City will recognize the Union as the bargaining representative for the remaining forty-two (42) Members until the last Member has cross-trained or attritioned from the department. If former Union Members who are presently PSO's or are in the PSO school choose to return to the Union pursuant to the one (1) year option, they shall have the rights provided in the collective bargaining agreement.
13. That this Memorandum of Understanding will be made a part of the renewed collective bargaining agreement with the parties agreeing to resume negotiations. It is further understood that the provisions of this Memorandum of Understanding shall prevail should there be a conflict with language in the collective bargaining agreement.

Walter F. Puffer

Arthur L. Hulley

John E. Piro

John E. Piro

Thomas M. Meints

Alborah A. Bello

Daniel A. ...

CONTENT OF JOINT AGREEMENT

1. Establishment of Public Safety Officer Program Meetings.

2. Agree that no current employee shall suffer a loss in the wage rate for the classification he occupies as of January 1, 1982, even though there may no longer be a need for his position due to the implementation of the Public Safety Officer program and he may, in accordance with the layoff procedure in his Collective Bargaining Agreement, occupy a lower rated classification.

(a) However, it is understood that the above guarantee does not apply to employees who are promoted to a classification after January 1, 1982. Such employees are subject to being removed from the new position in accordance with classification seniority as provided in each Collective Bargaining Agreement when the Employer determines that a need for their position no longer exists. When such employee is returned to his former classification, he shall be paid the wage rate applicable to that classification.

3. For current employees, the Public Safety Officer wage rates shall be paid upon completion of training; provided, however, no employee shall enter the program unless it is his intention to remain employed in the Public Safety Officer program for at least three (3) years. For employees hired after January 1, 1982, the Public Safety Officer wage rate shall be paid when the employee completes training and is assigned to a Public Safety Officer position.

4. Employees in the Detective Classification or above who sign the first posting for Public Safety Officers shall be assigned to the Public Safety Officer classification upon satisfactory completion of their training. Employees in the Detective Classification or above who sign the second posting may elect to remain in their classification and receive a five (5%) percent wage rate premium upon satisfactory completion of their Public Safety Officer training. In the event such employees are regularly assigned to respond to all calls for fire service in a district, they shall receive a premium equal to ten (10%) percent above their classification pay rate. Deputy Fire Marshall shall be assigned to the Detective Bureau and paid their existing wage rate. When the positions become vacant they will be filled by promotion and upon satisfactory completion of Public Safety Officer training the new Deputy Fire Marshall shall receive the five (5%) percent premium.

EXHIBIT A

PUBLIC SAFETY OFFICER POSITION APPLICATION

I hereby volunteer to enter the Public Safety Officer program and volunteer to work the schedule as set forth in the Agreement executed between the City and my bargaining unit dated _____, 1982. I understand that the Kelly Law (Act 125 of 1925) contains a provision that has been interpreted to prohibit a Public Safety Officer from being required to work more than 40 hours in any consecutive seven-day period, and therefore I will be given the opportunity to work optional days, at my choice, as described in said Agreement. I further understand that if it is determined that the Kelly Law does not apply to Public Safety Officers, the optional days will be made regularly scheduled work days.

In volunteering for the Public Safety Officer program, I agree that the seven-day period set forth above shall be considered that period agreed to between the City and my bargaining agent, to-wit: the beginning of the day shift on Monday through the end of the night shift on Sunday.

In volunteering for the Public Safety Officer program, I further understand that within a one-year period from entering the Public Safety Officer classification I may voluntarily and of my own free will elect to return to the classification and pay rate that I occupied immediately previous to volunteering for a Public Safety Officer position.

I hereby confirm that I am willingly and freely volunteering for this program, and to work the hours as set forth, and am not being required to do so by the City because I am under no obligation to participate in the Public Safety Officer program and could, if I desire, remain in my present position.

I have carefully read the above paragraphs and understand their contents and sign this document with full knowledge of its effect and intent.

Dated: _____

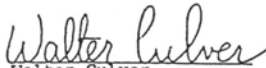
MEMORANDUM OF UNDERSTANDING

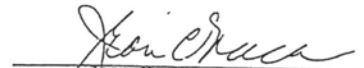
This Memorandum of Understanding executed between the City of Kalamazoo ("Employer") and the International Association of Firefighters (I.A.F.F.).

Whereas, the parties hereto recognize the recent United States Supreme Court decision, Garcia V. San Antonio, which requires that State and local governments be subject to the Federal Fair Labor Standards Act; and

Whereas, the parties recognize that being subject to the Federal Fair Labor Standards Act causes conditions or problems which were not contemplated when language regarding scheduling, hours and other areas covered by the Fair Labor Standard Act were negotiated:

Therefore, the parties agree that, should language in pending or current FLSA regulations affect language in the contract, the parties agree to meet and bargain prior to the employer doing what is necessary to conform to such regulations.


Walter Culver
IAFF President


Jean C. Nace
Human Resources Administrator

7/25/86

APPENDIX A

IAFF ANNUAL WAGE SCHEDULE

			1	2	3	4	5	6	7
			Start	6 Month	1 Year	2 Year	3 Year	4 Year	5 Year
F001	Firefighter	1998	32,346	33,496	34,641	36,504	38,370	40,234	45,355
		1999	33,316	34,501	35,680	37,599	39,521	41,441	46,716
		2000	34,482	35,709	36,929	38,915	40,904	42,891	48,351
		2001	35,516	36,780	38,037	40,082	42,131	44,178	49,802
F002	Equipment Operator	1998	36,297	38,042	39,953	42,014	44,066	46,129	48,178
		1999	37,386	39,183	41,162	43,274	45,388	47,513	49,823
		2000	38,695	40,554	42,592	44,789	46,977	49,176	51,360
		2001	39,856	41,771	43,870	46,133	48,386	50,651	52,901



