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12/31/2001

Building The All-American Organization

LABOR AGREEMENT

The City
of
Kalamazoo, Michigan

and

Kalamazoo Police
Officer's Association

*A unit of Kalamazoo Lodge #98
of the Fraternal Order of Police*

January 1, 1998

December 31, 2001

Committed To Public Service

City of Kalamazoo

Kalamazoo, City of

Michigan State University
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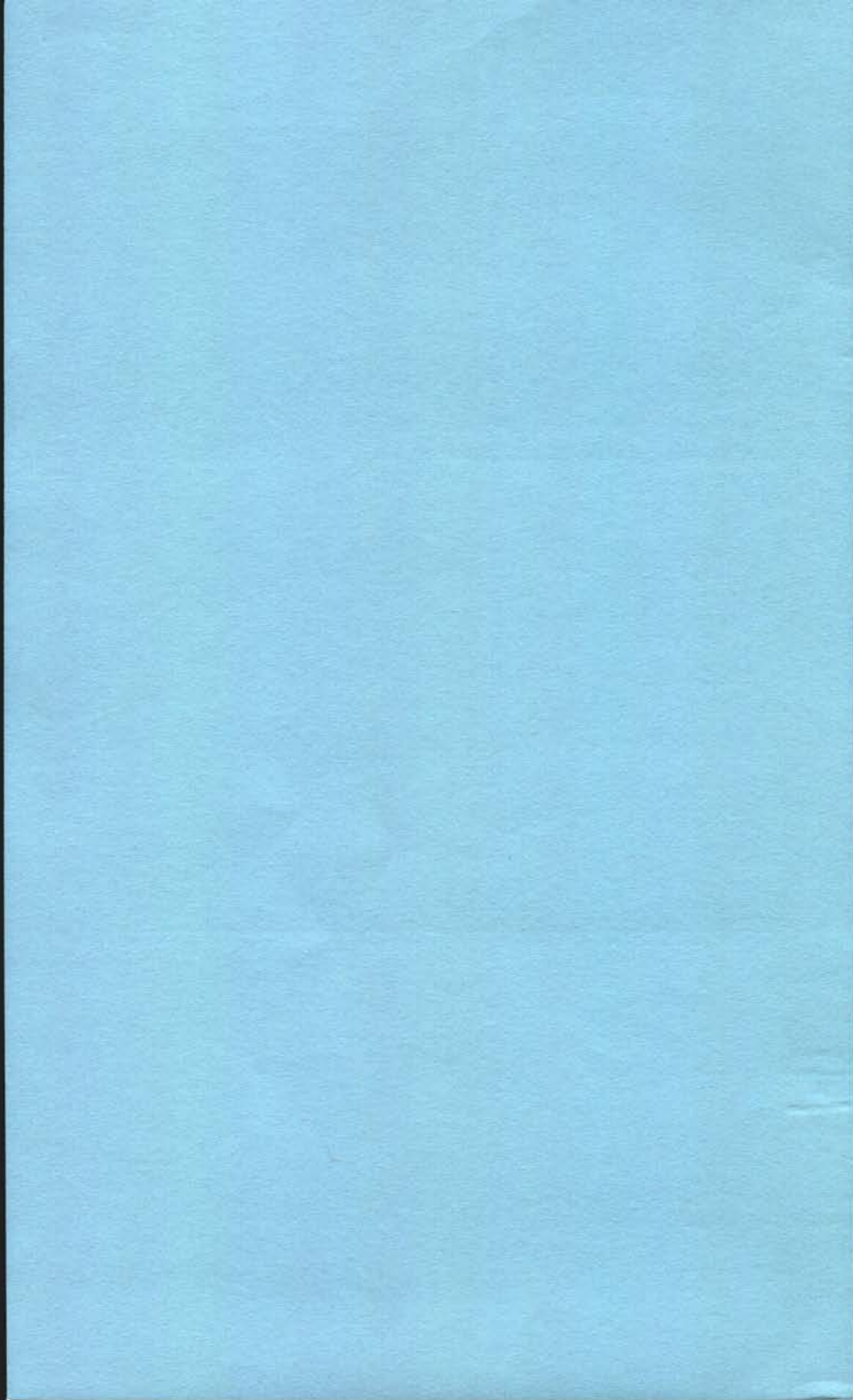


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AGREEMENT

THIS AGREEMENT by and between the CITY OF KALAMAZOO, hereinafter referred to as the "Employer", and KALAMAZOO POLICE OFFICERS' ASSOCIATION, hereinafter referred to as the "Association."

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 and the Association. Recognizing that the interest of the community and the job security of the employees depends upon the Employer's ability to continue to provide proper services to the community, the Employer and the Association, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of the Agreement.

ARTICLE I – RECOGNITION

Section 1: Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the Employer recognizes the Association as the sole and exclusive collective bargaining agent for all full-time regular and part-time regular employees occupying, or who may, during the life of this agreement, occupy any of the job classifications set forth in Appendix "A", attached hereto. It is understood and agreed that the Employer shall not transfer or assign bargaining unit work to personnel outside of the bargaining unit.

(a) During the life of this Agreement, the Employer may employ up to four regular part-time dispatchers.

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

Section 3: The Employer agrees that, except as specifically provided in this Agreement, all conditions of employment, working conditions and fringe benefits that are set forth in the Civil Service Ordinances, City Personnel Rules, Regulations and Personnel Policies of the City of Kalamazoo, and the Kalamazoo Department of Public Safety General, Divisional, and Special Orders shall remain and be applied as applied on the effective date

of this Agreement. Prior to implementation of any change in the above, the Employer agrees to give the affected employees notice of such change and place a copy of such notice in the Association's mailbox. In the event the Association believes that such amendment or new rule, policy or regulation is unreasonable, it shall have the right to file a grievance, provided such grievance is filed within five (5) regularly scheduled working days after the date of implementation for such change. The grievance shall be processed starting at the Second Step of the Grievance Procedure.

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

Section 5: The Association agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Association activities during working hours. Working hours shall exclude lunch and break periods.

Section 6: The Employer agrees to recognize as representatives for employees within the bargaining unit the following:

(a) An Association Executive Committee of five (5) bargaining unit employees to be selected in any manner deemed appropriate by the Association.

(b) The Grievance Committee Chairperson will serve as the primary representative for the Association for the purposes of (1) receiving, investigating, and processing grievances including preparation for arbitration; and (2) representing bargaining unit employees during investigation and administration of discipline. If the Employer calls the Grievance Committee Chairperson to come in for the purpose of representing bargaining unit members, he or she shall be paid a minimum of two hours at time and one-half his or her regular hourly rate or if needed for more than two (2) hours shall be permitted to select compensatory time off or be paid actual time spent at time and one-half his or her regular hourly rate. Under normal circumstances, the Employer will either (1) obtain the Grievance Committee Chairperson's consent to use an alternate Association Committee person or (2) will defer holding meetings and will waive applicable time limits in order to facilitate the presence of the Grievance Committee Chairperson during his or her regularly scheduled work hours. The Grievance Committee Chairperson shall upon request be allowed necessarily spent time away from his or her normal assigned duties without loss of pay to perform Association duties. In addition, the Grievance Committee Chairperson's job responsibilities shall be reduced to reflect the time spent on Association business.

When the Grievance Committee Chairperson is unavailable for his or her regular shift duties because of pre-determined need to perform Association business then he or she shall not be counted for minimum manning purposes. On such days that are pre-scheduled for Association business, the shift commander may correspondingly deny a request from an employee for compensatory time in order to maintain minimum shift strength. It is further agreed that when the Grievance Committee Chairperson is scheduled only for one (1) day during the business week (Monday through Friday) he or she shall be paid 4 hours at time and one half his or her regular rate to conduct Association business.

(c) A Grievance Committee consisting of the Grievance Committee Chairperson and three (3) other non-probationary employees in the bargaining unit selected in any manner determined by the Association.

(d) The Executive Board of the Association shall not exceed five (5) non-probationary employees in the bargaining unit elected by the Association. The Association Executive Board (also referred to as the Executive Committee) shall be released from duty, without loss of pay, for time necessarily lost from regularly scheduled working hours while preparing for and conducting negotiations.

(e) The Employer shall provide a private, lockable office at a location to be mutually agreed upon, for the exclusive use of the Association .

Immediately following the selection of the Association's representatives, the Employer shall be furnished with a list of the names of the Association representatives and any alternates and their assignments. The Association shall promptly notify the employer in writing of any change in the names of the assignments of the Association's representatives. Such representatives shall suffer no loss of pay for time necessarily lost from the regularly scheduled working hours while investigating and presenting grievances as provided in the Grievance Procedure. Association representatives, other than grievance chairperson, shall request permission from their immediate supervisor when it is necessary for them to leave their assignment for grievance purposes. Such permission shall be granted, unless in the judgment of the supervisor, the employee cannot be spared from his or her work until the urgent aspects of an assignment are completed, in which event, permission shall be granted upon completion of the urgent aspects of the assignment.

Section 7: As a condition of continued employment, all present employees covered by this Agreement shall become and remain members in good standing of the Association or cause to be paid to the Association a service fee equivalent to the amount of dues uniformly required of members. All employees covered by this Agreement who are hired or transferred into the bargaining unit after the effective date thereof, shall become and remain members of the Association in good standing or pay a service fee equivalent to the amount of dues uniformly required of members, within thirty-one (31) days after the date of hire, or transfer into the bargaining unit.

Section 8: For those employees who properly execute payroll deduction cards, the provisions of which must conform to the legal requirements imposed by the State law, the Employer agrees to deduct in equal installments from the first and second paychecks of each month the amounts certified to the Employer by the Financial Secretary of the Association as the regular monthly dues or fees for members and the service fee for non-members and to forward the same to said Financial Secretary during the month in which the deductions occur. The Association 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 Association.

ARTICLE II - LABOR/MANAGEMENT MEETINGS

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

Section 2: The Association shall be represented at labor/management meetings by its Executive Board. The Employer shall be represented by the Chief or designated representative and any other Employer representatives he or she so designates.

Section 3: Labor/management meetings will be held on a monthly basis. The agenda will be due in the Chief's office two (2) days prior to the scheduled meetings. The meetings will be scheduled between 8 AM and 5 PM at a place specified by the Employer. Meetings may be postponed or canceled by mutual consent of both parties.

Section 4: Association representatives may meet at a suitable place designated by the Employer on the Employer's property for a period of, unless otherwise approved in advance by the Chief, not to exceed fifteen (15) minutes immediately preceding a labor/management meeting. Employees shall be paid by the Employer at the regular rate of pay for all time necessarily lost from regularly scheduled work while attending labor/management meetings. For the purpose of computing overtime, time necessarily lost from regularly scheduled work in labor/management meetings shall be treated as hours worked.

ARTICLE III - GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

Section 2: Prior to any grievance being processed under this procedure, it must first be discussed between the affected employee and his or her immediate supervisor. In the event the grievance is not resolved during the oral discussion, the following procedures shall apply:

FIRST STEP: Within five (5) regularly scheduled working days after the employee has knowledge of the occurrence of the event upon which the grievance is based or, if he or she has no knowledge of the occurrence of the event, then within five (5) regularly scheduled working days after the conditions were such that the employee should have had knowledge, whichever is the sooner, the grievance must be reduced to writing and signed by the employee and the Grievance Chairperson, or in his or her absence, the committee person, and presented to the Chief or designee. The Chief or designee and the Association Grievance Chairperson shall meet within five (5) regularly scheduled working days to consider the grievance. The grievant may be present at such meeting if he or she so desires, but the meeting will be scheduled for the convenience of the Association and the Employer representatives. The Chief or designee shall give the written answer, which shall include a general statement of the reasons for the answer within five (5) regularly scheduled working days after the date of such meeting to the Grievance Chairperson or in his or her absence, the Association's Committee person.

(a) A written grievance shall state (1) who is affected; (2) what happened; (3) when it happened; (4) where it happened; (5) what section of the Agreement, Ordinance, Personnel Rules and Regulations and/or the Policies and Procedures which allegedly have been violated; (6) what adjustment is requested; and (7) the name of the supervisor and the date the grievance was orally reviewed.

SECOND STEP: If the grievance has not been resolved, then within five (5) regularly scheduled working days after receipt of the First Step answer by the Association's Grievance Chairperson, the Grievance Chairperson shall present the grievance, in writing, to the Human Resources Director or designated representative, along with a general statement of the reasons why the First Step answer is being appealed. Within five (5) regularly scheduled working days after the grievance has been presented to the Human Resources Director or designee, a meeting between the Association's Grievance Committee and the Employers Grievance Committee, shall be held. Within five (5) regularly scheduled working days after such meeting, the Human Resources Director or designated representative shall give a written answer, which shall contain a general statement of the reasons for the answer, to the Chairperson of the Association's Grievance Committee.

THIRD STEP: If the grievance has not been resolved in the foregoing Steps and the Association desires to carry it further, the Association shall, within ten (10) working days following receipt of the Employer's Second Step answer, advise the Employer in writing, of the general reasons why the Second Step answer is unacceptable and in such communication further advise the Employer that the matter is being referred to the Appeal Board.

(a) The Appeal Board shall consist of one (1) representative selected by the Employer and one (1) representative selected by the Association. The Appeal Board shall

meet within fourteen (14) working days after receipt of the above appeal notice by the Employer and the Employer's representative shall render a decision within seven (7) working days following such meeting.

(b) In the event the decision by the Employer's Appeal Board representative is not accepted by the Association, and either the Association or the Employer desire to carry the grievance further, it shall submit the grievance to arbitration by the American Arbitration Association in accordance with its voluntary Labor Arbitration Rules, provided such submission is made within thirty (30) calendar days after the decision of the Appeal Board.

(c) Neither the Appeal Board is (a) above, nor the arbitrator in (b) above, shall have authority to add to, subtract from, change or modify any provisions of this Agreement, Civil Service Ordinances, City Personnel Rules, Regulations and Personnel Rules, Regulations and Personnel Policies of the City of Kalamazoo, and the Kalamazoo Public Safety Department Rules and Regulations and/or Policies and Procedures, but shall be limited solely to the interpretation and application of the specific provision contained therein. However, nothing shall be construed to limit the authority of the Appeal Board or the arbitrator, in their respective judgment, to sustain, reverse or modify an alleged unjust discipline or discharge that may reach this stage of the Grievance Procedure. The decision of the Appeal Board or the arbitrator shall be final and binding upon the parties hereto.

(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 arbitrator shall be shared equally by the Employer and the Association.

Section 3: Time limits at any step of the Grievance Procedure may be extended only by mutual agreement in writing. In the event the Employer fails to reply to a grievance at any step of the procedure within the specified time limit, the grievance shall be automatically processed to the next step. If the 3rd step time limits are not met, the Association reserves the right to process grievance to arbitration. In the event the Association does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as settled on the basis of the Employer's last answer.

Section 4: Grievances on behalf of the bargaining unit shall be filed with the Chief within ten (10) working days from the date that conditions are such that the chairperson of the Association Grievance Committee reasonably should have known of the event upon which the grievance is based. Such grievance shall be filed by the Chairperson of the Association's Grievance Committee and shall be processed starting with the First Step of the Grievance Procedure.

Section 5: Meetings of the Joint Grievance Committees provided for in the Second Step of the Grievance Procedure shall be scheduled at a time that is mutually agreeable. The

Association Committee members, not to exceed a total of four (4) in number, shall be paid their straight time hourly rate of pay for all time away from their regularly scheduled work to attend such meetings. The Employer shall be promptly informed in writing as to the membership of the Association's Grievance Committee and any changes therein.

Section 6: Wherever used in this Agreement, the words "regularly scheduled working days" shall be defined as those days which are scheduled for work between Monday and Friday, both inclusive, excluding holidays recognized under this Agreement.

ARTICLE IV - DISCIPLINARY CASES

Section 1: In the event an employee in the bargaining unit shall receive a written warning, be suspended from work for disciplinary reasons, or is discharged from his or her employment after the date hereof, and he or she believes that the discipline was unjustified, such discipline shall constitute a case arising under the Grievance Procedure, provided a written grievance with respect thereto is presented to the Chief or designated representative within five (5) regularly scheduled working days after receipt of the written warning, notice of discharge, or after the start of an unpaid suspension.

(a) The Employer agrees to promptly notify in writing the employee's Grievance Chairperson (or, in his or her absence, the Grievance Committee person) of any suspension or discharge.

(b) A suspended or discharged employee, if he or she so desires, will be allowed to discuss the suspension or discharge with the Grievance Chairperson (or, if her or she is not readily available, with his or her Grievance Committee person) 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 a disciplinary action, the act of filing such grievance shall require the release of relevant information available to the employer concerning the alleged offense to participants in the grievance procedure, if requested, 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 which is located in the Human Resources Department in the presence of a member of the Human Resources staff at any reasonable time, upon request.

Section 2: In the event it should be decided under the Grievance Procedure that the employee was unjustly suspended or discharged, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the Grievance Procedure, which compensation, if any, shall be at the employee's regular rate of pay at the time of such discharge or the start of such suspension, less the amount of

any unemployment compensation received or any compensation earned as a result of being available for other work during the period of suspension or discharge.

ARTICLE V - STRIKES AND LOCKOUTS

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

Section 2: 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 at the sole discretion of the Employer. It is understood and agreed that the question as to whether the actions of such employees constitute such prescribed activity may be subject to the Grievance Procedures.

ARTICLE VI - SENIORITY

Section 1: 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 with the Employer's Police, Fire, or Public Safety Department since his or her last hiring date. Classification seniority shall commence upon an employee's date of entry into a classification and shall include his or her seniority in a higher classification in which he or she has served a satisfactory probationary period. Public Safety Officer classification seniority shall include any classification seniority in the classifications of Fire Fighter or above, and Police Officer or above, that was accrued prior to the date of entry into the Public Safety Officer Classification. Classification seniority shall accrue in the Community Service Officer, and Police Officer classifications for certified Sworn Officers from their last date of entry into the classification of Police Officer or above while employed by the Employer. "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 absence occasioned by authorized leaves of absence, vacations, sick or accident leaves or for layoffs except as hereinafter provided.

(a) It is understood and agreed that an employee who bids down to a lower rated classification shall not obtain classification seniority in the new classification based upon his or her service in a higher rated classification, unless he or she had previously established classification seniority in the new classification.

Section 2: All new employees shall be probationary employees until they have completed one (1) year of employment. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability

and other attributes which will qualify him or her for regular employee status. During the probationary period, the employee shall have no seniority status and may be terminated at the sole discretion of the Employer without regard to his or her relative length of service, and without recourse to the Grievance Procedure. At the conclusion of his or her probationary period, the employee's name shall be added to the seniority list as of his or her last hiring date. Employer acknowledges the value of input from the union officers in making the final probationary evaluation of employees. Management agrees to receive and consider input from the Executive Board in making its determination of permanent status.

Section 3: The Employer shall maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin boards each six (6) months, and placed in the Association's mailbox. The names of all employees who have completed their probationary periods shall be listed on the seniority list in order of their last hiring dates, and the date of entry into each classification, starting with the senior employee at the top of the list. If two (2) or more employees have the same last hiring date, their names shall appear on the seniority list as determined by their recruit class ranking (written entrance examination score for Community Service Officer), starting with the employee with the highest grade point average at the top of the list. If two or more employees receive the same ranking (or score), their names shall appear on the seniority list alphabetically by the first letter of their surname. The same procedure shall be followed with respect to their first names. The same procedure shall apply for determination date of entry into a classification, except recruit class ranking shall be utilized for listing Community Service Officers who became Police Officers on the same date. Employees hired on or after January 1, 1982, who have the same last hiring date shall have their seniority listing determined by a blind draw to be conducted by a representative of the Human Resources Department and the Association. The same procedure shall apply for determining date of entry into a classification. Deputy Fire Marshals shall be listed on Public - Safety Officers seniority list.

Section 4: An employee's seniority shall terminate:

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

(b) If following a layoff he or she fails or refuses to notify the Employer of the intention to return to work within seven (7) calendar days after a written notice by certified mail of such recall is sent to his or her last address on record with the Employer unless the Chief or designated representative is informed in writing by the employee that he or she will be on vacation and will not be able to be reached at a specified location, in which event, he or she shall not be subject to recall until he or she has notified the Chief or designated representative of an address where he or she can be reached (during such period of time employees with less seniority may be recalled to work pursuant to Section 5 of this Article, subject to the bumping rights of the vacationing employee) or having notified the Employer of his or her intent to return fails to do so within fourteen (14) calendar days after such notice is sent.

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

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

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

Section 5: If it is necessary to reduce the number of employees in the department, departmental probationary employees, shall be laid off first. Thereafter, if it is necessary to further 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 always that the remaining employees have the 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 classification seniority, provided they have the skill to perform the available work in such classification, and accept the salary established for such job classification. Sworn Police Officers may, but shall not be required to, displace employees in the Community Service Officer classification, provided that they have greater classification seniority than the Community Service Officer. Part-time Dispatchers will be laid off first when there is a reduction in the number of classified dispatcher positions before full-time regular dispatchers.

(a) Notwithstanding Section 5 and 6, a Police Officer who has not become a Public Safety Officer shall not be laid off from his or her Police Officer classification if there are Public Safety Officers with less departmental seniority still employed.

Section 6: 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 always that the remaining employees have the 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 classification seniority, provided

they have the skill to perform the available work in such classification. Employees shall be recalled in accordance with their classification seniority.

Section 7: The implementation of the Public Safety Officers program will be accomplished in stages. The timing for the transition at each stage will be determined by the Employer. At each stage, the Employer will determine the number of positions to be filled in each classification and then fill the positions from the existing eligibility lists, or if no eligibility list is in effect, then through the job posting procedure set forth in Section 8.

The department seniority lists for the KPOA bargaining unit and the IAFF bargaining unit shall be utilized in filling Public Safety Officer positions. Starting with the top of each list, employees will be given an opportunity to apply. Those employees must provide, along with their application, a statement from their medical doctor certifying that they are physically able to complete the Public Safety Officer training program (the statement must be based upon a physical examination conducted in the past twelve (12) months and the employee upon presentation of the statement shall be reimbursed for related medical costs up to \$35.00). If the employee so desires, such examination will be provided at no cost by the Employer's doctor. Upon receipt of the application, medical statement, and for current non-sworn officers, satisfactory completion of the background investigation and the law enforcement officers established by the Law Enforcement Officers Training Council, an employee shall be placed on the eligibility list. At each stage an equal number of IAFF and KPOA bargaining unit members will be placed into the Public Safety Officer classification. Within each unit the selection from the eligibility list shall be on the basis of departmental seniority.

(a) In order to provide an approximately equal number of employees previously trained as Police Officers and Fire Fighters in each district, the Employer shall re-post within each bargaining unit. Notwithstanding anything to the contrary, after October, 1985, posted PSO openings will be filled by KPOA members on the basis of seniority. IAFF members may apply for vacancies at the time new department hires are sought for PSO positions, and will be considered as a new hire but will retain City seniority except for classification seniority purposes.

(b) When there is a vacancy in the Public Safety Officer classification, Sworn Police Officers and IAFF (Until October, 85) bargaining unit members shall be given an opportunity to enter the classification in accordance with this Section prior to any new employee being hired for the position.

(c) All employees hired on or after 1-1-82 as Police Officers or IAFF bargaining unit members shall become Public Safety Officers when the Public Safety Chief determines that the need exists, provided that the provisions of this Section concerning offering the position to bargaining unit members has been satisfied. The Employer will train police officers hired before 1/1/82, before it cross-trains fire fighters hired after that date.

Section 8: When it is necessary to fill a new permanent job classification or a permanent vacancy in the existing job classification within the bargaining unit or the Sergeant's job classification, such position shall be filled or if no current eligibility list is in effect, then posted within thirty (30) calendar days from the date the position became vacant. If the Chief determines that it is not necessary to fill the position within such period of time, he or she shall notify the President of the Association. If the position to be filled is in a classification other than Community Service Officer or Police Officer, the following procedure shall apply:

(a) Posting:

Technician, Deputy Fire Marshal, Polygraph Examiner, or Group Leader. When an eligibility list is to be established, notice shall be posted on the appropriate bulletin board for a period of fifteen (15) days, during which time employees who are eligible may indicate their interest in competing for the position by notifying the Chief's Office in writing.

Detective or PSO Sergeant. In February of each year notice shall be posted on the appropriate bulletin board for a period of fifteen (15) days during which time employees who will satisfy the eligibility requirement as of April 1st of that year may indicate their interest in competing for a position by notifying the Chief's Office in writing. The examination will be conducted approximately thirty (30) days following the posting.

The minimum eligibility requirements for established positions are as follows:

Detective, Laboratory Technician, Polygraph Examiner: Three (3) years as a KDPS employee in a sworn position. NOTE ! Polygraph Examiner applicants must be able to satisfy the minimum criteria established by the polygraph training institute selected by the Employer and must be able to satisfy licensing requirements as established by the State of Michigan.

Public Safety Sergeant: Effective 1/1/95, five years as a Public Safety Department employee as a sworn police officer or above.

Deputy Fire Marshal: Three (3) years as a sworn employee of KDPS or three (3) years as a firefighter, or a combination thereof but employee must already be a member of KPOA.

Group Leader. Non-probationary full time dispatcher.

CSO/P008 Assignments. Non-probationary P022.

CSO - Dispatcher. Open to all Community Service Officers(CSO) for bid. Applicants will be selected on the basis of seniority. Appointees shall serve for a period of ninety (90) days to demonstrate proficiency to perform the job. If there are no CSO applicants, new hires will be made.

For promotional purposes only, the date an employee enters Public Safety Officer training shall be used as the eligibility date for qualifications to compete for the position. This date shall be titled PSO Entry Date on the seniority list.

(b) Written Examination. Eligible employees who bid for a job in other than the Polygraph Examiner and CSO classifications shall be allowed to take a written examination which shall be practical in character and designed to fairly and fully test the comparative merit and fitness of the person examined to discharge the duties of the position sought by them, including the supervisory skills of applicants to Sergeants' classification. The examination shall be either prepared or selected under the supervision of the Human Resources Department. All employees who participate in the preparation of the examination shall have access to only those portions of the examination upon which they are being consulted and shall keep such information in strict confidence. The examination shall be conducted by an employee of the Human Resources Department, who shall assign a number to each applicant. Following completion of the examination, the test will be scored by an employee in the Human Resources Department. The passing score for all examinations shall be established at seventy (70%) percent. The Human Resources Department may conduct an item analysis of the examination to determine if any of the questions should be excluded before final scores are assigned. If the written examination involves applicants for the Detective or Sergeant classifications, the balance of the promotional procedures shall not be completed until the Chief determines there is a need to fill a permanent vacancy in the classification. However, the score of those applicants successfully passing the written examination shall be posted. Passing the written examination assures the candidate eligibility to move onward in the promotion process to the personnel file examination step of the process.

(c) Personnel File Examination. The personnel file of each applicant, excluding disciplinary matters concerning events that occurred more than two (2) years prior to the job posting, shall be reviewed by the Oral Examining Board, sitting together as a Board. The members of the Oral Examining Board shall rate each applicant's ability to perform the job for which he or she has made application based upon the information contained in such file. The personnel file shall be rated using the rating form used for said purpose in the personnel file rating during the promotional process immediately prior to January 1, 1998, and the scoring of each Board member will be made known to each other Board member as they sit together as a Board. The personnel file shall be graded on a pass/fail basis with a

score of fifteen (15) or more out of twenty (20) points being a passing score. Each applicant that passes the written and the personnel file examination shall be eligible to move to the Oral Board Test.

(d) Oral Board Test. The Oral Examining Board shall consist of the Public Safety Chief, the Human Resources Director, or their designated representatives, a Command Officer, and a bargaining unit representative. The Command Officer will be selected by the Association from a list of two (2) nominees made by the Chief. The bargaining unit representative will be chosen by the Chief from a list of two (2) nominees made by the Association. The Oral Examining Board shall inquire concerning the employee's experience, training, qualifications, attitude, and any other factors deemed relevant by the members of the Board in order to determine the applicant's ability to perform the job for which he or she has made application. The basic questions for each area of the inquiry shall be prepared in advance and asked of each applicant. Members of the Oral Examining Board shall score each applicant at the completion of the interview and shall thereafter not be allowed to change the score. The scores of each Oral Board member will be added and the scores of all Board members will be averaged and made known to all Board members while sitting together immediately upon conclusion of the oral examination. Scoring by the Oral Examining Board shall be on a pass-fail basis using the scoring method and form used for the oral exam during the promotion process immediately prior to January 1, 1998. Any applicant receiving an average score of eighteen (18) or more out of twenty-five (25) points shall pass the oral examination. Each applicant who has passed the written examination, the personnel file examination and the oral board examination shall be eligible to move to the final step of the promotion procedure.

(e) Seniority. Each applicant shall receive one (1) point for each year of service as a Sworn Police Officer or above with the Department as of the date of the job posting up to a maximum of ten (10) years. Each Public Safety Officer Sergeant or Deputy Fire Marshal applicant shall receive one (1) point for each year of service in the classification of Police Officer or above and in the classification of Fire Fighter or above as of the date of the job posting up to a maximum of ten (10) years. (No period of employment shall be counted more than once in making the calculation.)

(f) Eligibility List. Each applicant who has passed the written examination, personnel file examination, and the oral examination shall have the score obtained on the written examination only added to his/her seniority points and the addition of these two (2) scores shall produce the final score of each applicant. After adding the score on the written examination and the seniority points, a promotional eligibility list shall be established starting with the applicant receiving the highest score and ranking downward in the descending order. If two (2) or more applicants have the same total score, then they shall be ranked on the list in order of seniority using the seniority specified in subsection (c) above for the position list being ranked. Each applicant shall be notified of their ranking.

The Public Safety Chief shall fill any permanent vacancy by selecting from among the top five (5) employees on the Sergeant eligibility list and the top three (3) employees on the Detective, Technician and Polygraph Examiner eligibility lists. The eligibility lists shall remain in effect until such time as less than three (3) names appear on the list or for a period of one (1) year from the date of posting of the eligibility list for Detective's, Technician's or Polygraph Examiner's positions, and until such time as less than five (5) names appear on the Sergeant eligibility list or the following April 1st, whichever occurs first. Upon the expiration of an eligibility list for a Technician's or Polygraph Examiner's classification, it shall not be reestablished until the Public Safety Chief determines that within a period of three (3) months, it will be necessary to fill a permanent vacancy in the classification. In the Detective's or Sergeant's classification, a list that expires before April 1st shall be reestablished as provided above and remain in effect for one (1) year after the following April 1st.

If the Chief is initially presented with a list consisting of less than five (5) employees on the Sergeant eligibility list, or less than three (3) names on the Detective, Technician or Polygraph Examiner eligibility list, the Chief will fill the then vacant position(s) from that list. Upon the filling of the then vacant position(s), the list will become void.

Any Community Service Officer who makes application to the Employee's Human Resources Department for a Police Officer I or Public Safety Officer I vacancy will automatically qualify for consideration by the Oral Board when it meets to establish a candidate list, provided that he or she successfully passes a physical agility test. These applicants who pass the Oral Board will be placed on a candidates list for selection to fill any vacancy in the Police Officer I or Public Safety Officer I classification. The actual selection will be made by the Public Safety Chief from the list, based upon his or her judgment concerning the abilities of the applicants, the needs of the department for female and minority police officers, and the needs of the department in terms of appointing State Certified applicants to the vacant position. If, in the judgment of the Public Safety Chief, all factors are relatively equal, a vacancy will be filled by an applicant who is a Community Service Officer. If a position is accepted by an applicant, he or she must, as the final step of the selection process, pass a complete physical examination.

Notwithstanding the above procedures, the eligibility list for the position of Polygraph Examiner will be established utilizing the following procedure. Any sworn KPOA member with five (5) or more years of experience as a sworn employee of the Kalamazoo Department of Public Safety may bid on the position. To be eligible to receive the bid, the employee must meet the minimum criteria set by the State of Michigan Licensing Board under the Forensic Polygraph Examiner's Act. Among those criteria are the requirement that the employee possess an academic degree of at least a Baccalaureate level from an accredited college or university, with such degree including specialized study in one academic major or two minors which the Board determines to be suitable for and related to specializing as a Polygraph Examiner. An oral board will be conducted,

consisting of the Captain of the C.I.D. or his designee, three (3) licensed polygraph examiners, one of whom shall be from the Department, if one is available, and a KPOA Board member or designee. A list ranking the individuals, based on their oral board scores, will be submitted to the Chief, who may select from the top three (3) candidates.

Section 9: When an employee is promoted to a higher paying job classification within the bargaining unit, he or she shall be on job probation in the classification to which he or she is promoted for a period of six (6) months (One (1) year if promoted from the Community Service Officer classification, or if promoted to Public Safety Officer classification.). The purpose of the job probation is to give the Employer an opportunity to observe the employee at work in such classification and to form an opinion as to whether the employee has the ability, knowledge, and skills required to satisfactorily perform the job duties. During the job probation, the employee may be removed therefrom at any time he or she demonstrates that he or she is or will be unable to satisfactorily perform the requirements of the job. If so removed, the employee shall be returned to the last previous job classification he or she had permanently occupied. For new hires and persons promoted to PSO removal from the classification within one (1) year probationary period shall not be grievable.

Section 10: The Employer shall have the right to temporarily transfer employees within the bargaining unit for up to sixty (60) days, irrespective of their seniority status, from one job classification to another to cover the employees who are absent from work due to illness, accident, vacations or leaves of absence for the period of such absence. The Employer shall also have the right to temporarily transfer employees within the bargaining unit, irrespective of their seniority status and shifts, 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 fourteen (14) working days in any calendar year. It is understood and agreed that any employee within the unit temporarily transferred in accordance with the provisions of this section, shall not acquire any permanent title or right to the job to which he or she is temporarily transferred, but shall retain his or her seniority in the permanent classification from which he or she was transferred.

Section 11: If an employee is promoted to a position in the department not included in the bargaining unit and is thereafter returned to a position within the bargaining unit, he or she shall have accumulated departmental and classification seniority while working in the position to which he or she was promoted. Employees returned to the bargaining unit under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

(a) In the absence of a layoff, an employee cannot return to the bargaining unit without the Public Safety Chief's approval. If an employee returns with the Public Safety Chief's approval, it will not result in an employee being displaced from the classification to which the employee is returned.

ARTICLE VII - LEAVES OF ABSENCE

Section 1: 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 department probationary period. Permission for a leave of absence shall not be unreasonably withheld, however, the judgment of the Employer shall be the determining factor concerning the work force requirements of the department.

Section 2: Employees who because of illness, injury or pregnancy are unable to perform all aspects of their regularly assigned work shall be given a leave of absence for the duration of such disability, but not to exceed twenty-four (24) consecutive calendar months, thirty-six (36) months if a duty related disability, provided they promptly notify the Employer of the necessity therefore, provided further, that they supply the Employer with a certification from a medical doctor of the necessity for and continuation thereof when the same is requested by the Employer.

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

Section 3: 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 purposes of fulfilling their annual field training obligations and when called out due to temporary civil disturbances. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of his or her orders. Employees who are ordered to report for annual field training or called out due to temporary civil disturbances hereunder and who present evidence that they reported for and fulfilled such obligation, upon presenting evidence as to the amount of compensation received from the government, shall be paid the difference, if any, between what they received in the form of pay therefore, and what they would have received from the Employer had they worked during such period. The compensation thus paid by the Employer shall not exceed the difference in pay for eighty-four (84) hours in any one (1) calendar year.

Section 4: A full-time employee who enters the military service by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and any other applicable laws then effective.

Section 5: Qualified employees who furnish proof satisfactory to the Employer that a critical illness exists or a death has occurred within their immediate family may apply for a paid leave of absence, subject to the following limitations:

(a) Paid leaves for critical illness of a member of the employee's immediate family shall be available only in case of such illness on the part of the employee's then current spouse, the employee's child or parent and for a period not to exceed three (3) regularly scheduled working days (one (1) regularly scheduled working day for fifty-six (56) hour employees) at any one time.

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

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

Section 6: Employees who are designated or selected by the Association or the Kalamazoo Fraternal Order of Police to attend national and state conventions of the Fraternal Order of Police as its delegate, or to attend educational conferences or Association related matters shall be allowed time off with pay and without loss of seniority for a period of not to exceed five (5) calendar days to attend such conventions or educational conferences, provided the Public Safety Chief or designated representative is advised in writing by the Association of such intended absence at least ten (10) regularly scheduled working days prior to the start thereof, and the needs of the department will not be seriously impaired by such absence, and provided further, that no more than five (5) officers are requesting a leave at any one time for such purpose and that, unless otherwise approved by the Chief, no more than three (3) such officers would be assigned to the same shift during the period of such absence. The cumulative number of hours for which the Employer will pay one or any combination of employees under this Section during a calendar year shall not exceed a total of three hundred (300) hours. The Association may carry-over unused hours from a non-convention year into a National Convention year.

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

ARTICLE VIII - HOURS OF WORK

Section 1: Except as stated below, the normal work week for all sworn personnel will average forty-two (42) hours. The normal work week for these employees will consist of four (4) ten and one-half (10-1/2) hour work days unless otherwise approved by the Chief or his designee.

(a) The normal work week for Public Safety Officers assigned to a district station as an Equipment Operator or back up Equipment Operator shall average fifty-six (56) hours and the normal work day shall consist of twenty-four (24) hours. The normal duty is from 7 a.m. until 4:00 p.m. each work day. However, station assigned personnel will be expected to handle walk in complaints and those teleserve complaints transferred to them up to 9 p.m. Absent such complaints, employees are free to pursue other legitimate interests in the station pending an alarm. All days worked are considered normal duty days with respect to station duties and training which may be scheduled, provided however, that members need not perform any training, building inspections, or building maintenance on Sundays or Holidays or as indicated in the IAFF Contract. It is understood and agreed that the Equipment Operator assignment and Fire Fighter assignment at district stations will be filled by IAFF bargaining unit members pursuant to IAFF Memorandum of Understanding (April 1, 1985) until such time as there are no IAFF bargaining unit members available for the normal duty assignment. This shall not be construed to mean that IAFF members must be called back on overtime to fill normal duty assignments.

Section 2: The normal work week for all other sworn personnel will consist of an average of forty-two (42) hours. Except for those assigned as Dispatchers and Dispatcher/Group Leader, the normal work week for CSO's will be a forty (40) hour week based on either a four (4) day or a five (5) day schedule. Dispatchers will continue to work the forty (40) hour schedule specified in (c) below.

- (a) PSO's working in Operations Division, Zone Officer and Beat Officer assignments will work a twelve (12) hour day, scheduled as follows:

First shift 7:00 a.m. to 7:00 p.m.

Second shift 7:00 p.m. to 7:00 a.m.

- (b) Except as stated above for PSO Zone/Beat Officers and PSO/Equipment Operators, the normal work week for sworn personnel will consist of four (4) ten and one-half (10-1/2) hour days unless otherwise agreed to by the Chief and the Association.

- (c) Dispatcher and Dispatch Group Leader assignments will be distributed among the three (3) eight (8) hour shifts as follows:

First shift 12:00 a.m. to 8:00 a.m.

Second shift 8:00 a.m. to 4:00 p.m.

Third shift 4:00 p.m. to 12:00 a.m.

Section 3: Employees working a forty (40) or forty-two (42) hour work week shall be entitled to a fifteen (15) minute break period at or near the midpoint of the first half of their shift and a fifteen (15) minute break period at or near the midpoint of the second half of their shift, except employees working twelve (12) hour shifts, who shall be entitled to a twenty (20) minute break period at or near the midpoint of the first half of their shift and a twenty (20) minute break period at or near the midpoint of the second half of their shift. (During such breaks, the employees must remain in radio contact and respond immediately to emergency calls, and at the end of the break to non-emergency calls). Employees working a forty (40) or forty-two (42) hour work week shall be entitled to a thirty (30) minute paid lunch period at or near the midpoint of their shift, except all twelve (12) hour employees shall be entitled to a forty (40) minute paid lunch period at or near the midpoint of their shift. The timing of such breaks and lunch period shall be arranged by the immediate supervisor of station personnel. All field personnel shall take their breaks and lunch periods as scheduled and approved by the Dispatcher. It is understood and agreed that the timing of the break and lunch period may vary depending on the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible for an employee to take a break period until the urgent aspect of an assignment has been completed.

Section 4: Employees shall be assigned their respective shifts designated in Section 2 of this Article on the basis of classification seniority through the following shift procedure:

The Public Safety Chief shall post for each division by shift the number of employees needed in each of the following assignments:

Yearly on or about December 1st

PSO Zone Officer	Mobile Lab Technician
Dispatcher	Radar
Headquarters Tele-Serve	
Downtown Beat Officer	
PSO Equipment Operator	

Permanent Classification Seniority Bid Upon Vacancy

Traffic Statistician (PSO)	PSO Jailer
Traffic Coordinator (PSO)	CSO Jailer
Fleet Manager (CSO)	Court Officer (PSO)
School Safety CSO	Service Division CSO

If management determines a vacancy exists on a shift, it will be filled on the basis of classification seniority.

When someone transfers shifts or platoons they may re-select vacation. It will be granted if the choice does not require identifiable overtime at the time of the request.

(a) Once the shift schedule has been posted a seniority list along with the shift schedule shall be furnished to each division and circulated therein and employees regularly assigned to the assignments listed above shall bid on the shift and day off schedule (platoon) they desire based upon their classification seniority. This provision does not alter the Employer's right to temporarily transfer employees per ART. VI, Section 10. If management determines the need to transfer station assigned personnel on a daily basis to another station, it will identify the station from which an employee can be spared and will first seek volunteers from that station. If no volunteers are secured, the least senior employee at such identified station who has the requisite skills to perform the assignment will be transferred. The fourteen (14) day rule set forth in Article VI, Section 10 will not apply to such transfers.

(b) At 7 a.m. on the first Monday of the first pay period in February of each year the shift schedule developed in subsection (a) above shall be implemented and remain in effect for the succeeding twelve (12) months.

Section 5: Employees assigned to the Kalamazoo Valley Enforcement Team shall be excluded from the definite shift and shift bid concepts of this Article so long as the procedure for assignment remains as it was at the effective date of this Agreement. Quartermaster (CSO), Computer Service (CSO), KVET, TRU, K-9, Training Officer, School Liaison Officer, Investigative Aide, Communications Coordinator (CSO), CSO/Group Leader, Evidence Technician, NLO, and Crime Prevention Officer are filled by the Chief requesting memos. The Chief may personally interview employees submitting memos as part of the selection process.

Section 6: All sworn Employees of the CID shall work a 42-hour week schedule, with work hours between 0700 hours and 2400 hours.

(a) Detectives assigned to jail duty must begin work between the hours of 0700 and 0900. Detectives on jail duty that are working the 10-1/2 hour shift must find another Detective to perform jail duty work on their scheduled day off and this change must be noted on the weekly schedule.

(b) Detectives and Polygraph Examiners agree not to schedule a day off if they have a subpoena, other scheduled meetings, training sessions, or events that would create overtime or comp time.

(c) When selecting 10-1/2 hour shifts, Detectives have a designated day off, either Monday or Friday. The Detective may elect to take Tuesday, Wednesday, or Thursday off instead of the designated day off, but may not trade Monday for Friday or vice versa, without the approval of CID Command, unless the Monday or Friday is a holiday.

(d) One Detective each week is designated on the schedule to attend the City Commission meeting. That Detective must schedule himself/herself to work up until 2200 hours. If the Detective that is scheduled to cover the City Commission meeting is going to be absent from work, he/she will notify CID Command prior to the posting of the schedule. The least Senior Detective scheduled to work will then be required to adjust his/her hours of work and attend the City Commission meeting, if no volunteers are found. If no Detective is scheduled to attend the City Commission meeting the least Senior Detective that is working will be required to adjust his/her hours of work and attend, if no volunteers are found.

(e) Detectives agree and understand that they may be required to attend neighborhood meetings. Detectives agree that their work schedule will be adjusted to prevent overtime when attending these meetings.

Section 7: Both the Employer and the Association recognize the value of on-the-job training. The Employer shall plan training programs and may require the attendance of employees at training sessions.

ARTICLE IX - WAGES

Section 1: For the life of this Agreement the hourly wage schedule set forth in Appendix "A" attached hereto and by this reference made a part hereof, shall remain in full force and effect.

(a) Any employee assigned to a Public Safety Officer classification from the equivalent Police classification shall receive the rate applicable to the same time in grade step that he or she occupied in the previous Police classification.

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

Section 3: Time and one-half the employee's regular hourly rate of pay will be paid for all approved time necessarily spent on the job (including in-service training) in excess of his or her regularly scheduled work day, or in excess of the regular work schedule which will not exceed 160 hours per two, two-week work schedule period for the 40 hour schedule, 168 hours during a 28 day work schedule period for the 42 hour schedule, and 224 hours during a 28 day work schedule period for the 56 hour schedule, whichever results in the greater amount of overtime pay.

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

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

(c) The KPOA shall designate one or more of its members to assume the responsibility of obtaining replacements for shift vacancies caused by scheduled employees

being absent due to sickness or the scheduled employee being given emergency leave or personal leave.

Section 4: When, as a result of performing his or her duties as a Police Officer, an employee is subpoenaed to make a court appearance or appearance before an administrative agency during off duty hours, the employee shall be paid for a minimum of two (2) hours at time and one-half his or her regular hourly rate of pay or for the actual time necessarily spent at the court or before the administrative agency at time and one-half his or her regular hourly rate of pay, whichever is greater. The two (2) hours guaranteed minimum provisions shall not apply if the court appearance or appearance before an administrative agency occurs during the two (2) hour period immediately prior to the time an officer was scheduled to report for duty or the two (2) hour period following his or her scheduled duty hours, provided the officer is compensated at time and one-half his or her regular hourly rate for the time between the commencement or ending of the shift, whichever is applicable and the appearance. The payment for time necessarily spent shall include any lunch recess taken by the court or administrative agency, provided that the officer is required by the court or administrative agency to be present following the recess. As a condition of receiving such payment, the employee shall assign his or her court or administrative agency appearance fee to the Employer.

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

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

Employer agrees not to shorten the employee's regularly scheduled shift in order to avoid overtime payments.

Section 7: When an employee is temporarily transferred for the convenience of the Employer from one job classification to another, as provided in Section 10, Article VI, he or she shall continue to be paid the salary to which he or she is entitled in his or her permanent job classification unless he or she is transferred to a higher job classification for which the maximum of the rate range is higher than his or her permanent job classification in which event, after performing the responsibilities of the position for a period of one (1) hour, his or her salary shall be increased for the remainder of such transfer to the level he or she would have received had he or she been awarded the job through the bidding procedure. Police Officers who perform work at an accident or crime scene that is normally performed by an employee in the Laboratory Technician classification shall not receive additional compensation for performing such work unless the work is performed for a period of more than four (4) hours during a duty day.

Section 8: Employees who bid or are assigned to the 7 p.m. to 7 a.m. (12 hour) work schedule shall be entitled to a shift differential as defined in Appendix B to this Agreement.

Section 9: Effective in 1991, cross trained employees holding the positions listed below shall receive a PSO 10% premium as part of their base pay. Effective 1991, non-crosstrained employees in these positions shall receive an assignment bonus of \$1,000 which is not rolled into the base pay. Such bonus shall be paid April 1st of each year. Effective in 1991, employees in the assignment of TRU, K-9, SIU, will receive an assignment bonus of \$500 which is not rolled into base. Such bonus shall be paid on April 1st of each year.

Laboratory Technician I
Polygraph Examiner
Deputy Fire Marshal
Detective
Crime Lab I
Crime Lab II

NLO'S and Crime Prevention Officers will receive a bonus of \$750 which is not rolled into base.

Section 10: 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

business day (Monday - Friday) of the employee notifying the City that the "next paycheck" correction was not made.

When the Employer and the Association agree that an employee is overpaid wages, or special lump sum payments, in error, the employee will be 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.

ARTICLE X – VACATIONS

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

<u>Completed Years Of Service</u>	<u>40 Hour Employee</u>	<u>42 Hour Employee</u>
1 but less than 5	80	84
5 but less than 11	120	126
11 but less than 12	128	132
12 but less than 13	136	144
13 but less than 14	144	150
14 but less than 15	152	156
15 or more	160	168

Duty Days Off
24 Hour Shift
Employee

1 but less than 5	5
5 but less than 11	9
12 but less than 15	10
15 or more	11

Section 2: One (1) hour of vacation pay as provided for in Section 1 above shall equal the employee's regular hourly rate of pay at the time the employee takes his or her vacation. If an employee has commenced an approved vacation (including scheduled off-duty days, continuous therewith) and is thereafter contacted by the department for the purpose of being called in for work during the period of such vacation, the employee shall be paid for the time necessarily spent at work, and the time in transit, at two times his or her regular hourly

rate of pay, in addition to his or her vacation pay. The employee may elect to waive the vacation pay for the number of hours necessarily spent up to a maximum number of hours of the regular shift and have the vacation hours re-credited to his or her accrued vacation leave time for the year.

Section 3: Employees may take their vacations at any time between December 31 in the calendar year in which the vacation have been earned and December 31 of the following year, provided they have made advance arrangements with the Chief or designated representative and in the judgment of the Chief or designated representative can be spared from their work at the time of their regularly scheduled vacation. The Chief or designated representative shall by General Order establish the number of employees who can be excused from the department for vacation purposes at any one time. It is understood and agreed that General Order (G-2) as revised in March, 1985, shall remain in effect and be considered reasonable under the circumstances that existed in March, 1985. If circumstances occur after March, 1985, which the Employer believes necessitates a change in vacation sign up procedure, the Employer may make such change and the Association shall have the right to file a grievance pursuant to Article I, Section 3. Fire Marshal vacation selection does not impact on the allocation for the Uniformed Division nor the Criminal Investigation Division.

(a) If the Chief determines that an employee cannot be spared from work at the time of his or her regularly scheduled vacation due to an emergency, unusual conditions or court appearance, preference shall be given to such employee's request to use the vacation time off at another time during the then current calendar year. If such vacation time off cannot reasonably be used during the remainder of the then current calendar year, such vacation time off shall be carried over and used in the following year. In all other circumstances, employees shall be allowed to accumulate and carry over from year to year a total of one hundred twenty (120), one hundred twenty-six (126), and one hundred sixty-eight (168) hours (depending on normal work week schedule assigned) of vacation time and holiday leave. All employees must use at least one (1) week of vacation time off each calendar year. By October 15 of each year, the City will post a list of each employee's remaining available vacation time as of October 1 of that year. At the end of the year, each employee with vacation time remaining for that year will have his/her remaining vacation time automatically carried over to the following year, subject to the maximum hour limits of this subsection. Vacation carryovers in excess of such maximums may only be granted in the sole discretion of and with prior authorization by the Chief.

(b) If an employee is subpoenaed to appear in court during his or her scheduled vacation, the Chief or representative and the employee shall jointly work with the prosecutor to have the trial or subpoena date altered or changed so that the employee may take his or her vacation at the scheduled date.

(c) Vacation paychecks shall be delivered to eligible employees on their last day worked prior to the start of their vacation, provided they make written request therefore to the Finance Department at least fifteen (15) calendar days in advance of the start of such vacation.

Section 4: If an employee uses vacation time during a calendar year prior to the December 31 upon which it is earned and then quits, is discharged, retires under the pension plan, or dies, that portion of vacation time used but not earned shall be withheld from any money due the employee or beneficiary from the Employer including pension funds.

Section 5: 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 qualifies for such vacation with pay and 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 December 31. If an employee quits 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.

ARTICLE XI – HOLIDAYS

Section 1: The following days are recognized as holidays under this Agreement: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, the day celebrated as Veterans' Day (November 11th), Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve Day and Christmas Day. Additionally, New Year's Eve Day shall be treated as a one-half day holiday. An employee may substitute Martin Luther King Day for another worked holiday if he/she is scheduled to work on Martin Luther King Day by notifying his/her supervisor at least two weeks in advance. If there are sufficient employees scheduled, the employee may take Martin Luther King Day as a day off.

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

Section 2: Employees who are regularly scheduled to work on a day celebrated as a holiday, and who are required to work, shall receive pay at their regular hourly rate plus time and one-half their regular hourly rate of pay for all hours actually worked on the holiday. If an employee is held over on a holiday, the City will pay the employee's regular rate plus time and one-half for all hours worked continuously on a holiday. This shall not apply to employees volunteering for work on a holiday. Employees not regularly scheduled to work on a day celebrated as a holiday shall receive no pay for that day, but shall receive a holiday leave day equal to their regularly scheduled work day. Employees who are

regularly scheduled to work on a day that is celebrated as a holiday but are given the day off, shall continue to receive pay for that day even though they are not required to work.

(a) 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 July 1st of each year and be paid on or before July 1st of each year. Employees newly assigned to the fifty-six (56) hour schedule prior to July 1st of any year shall receive the holiday payment in proportion to the number of holidays that will occur after the date of assignment. If the employee is assigned after July 1st, he or she shall receive such prorated payment on or before December 31st. Employees who are not in a 56 hour assignment for a full year shall be entitled to a prorated holiday payment and those employees leaving the assignment shall agree to have the amount of any unearned holiday payment deducted from their pay.

Section 3: Holiday leave days are to be used as soon after they are earned as is convenient for the employee, but in no event shall an employee wait longer than twelve (12) months from the date a holiday leave day was earned. The primary concern of the Employer when granting a holiday leave day is that it not result in the shift strength being dropped below what the Chief has determined to be an acceptable minimum level and then forcing a build up on the shift by scheduling employees on an overtime basis. Written requests for the use of a holiday leave day that are submitted at least two (2) weeks in advance shall be honored in the order received up to the point of scheduling no more than one (1) employee on an overtime basis in order to maintain the acceptable minimum shift strength. Requests filed within two (2) weeks of the desired date will be granted only if it is mutually convenient and does not result in the necessity of scheduling employees on an overtime basis in order to maintain the acceptable minimum shift strength.

ARTICLE XII - LONGEVITY PAY

Section 1: Employees who, during the calendar year, complete six (6) years of continuous service with the Employer and who, as of the day of payment thereof, in such year are still employed by the Employer shall qualify for a lump sum longevity payment on or before December 7 of that year which shall be computed as follows:

6-10 years of service = 2% of \$30,000 base salary.

11-14 years of service = 4% of \$30,000 base salary.

15+ years of service = 6% of \$30,000 base salary.

Only full time employees are eligible for longevity payment.

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

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

ARTICLE XIII – INSURANCE

Section 1: The Employer agrees for the life of this Agreement to maintain the level of group insurance benefits in effect for permanent and regular full-time employees as of this date with an insurance carrier or carriers authorized to transact business in the State of Michigan on the same basis and under the same conditions as prevailed immediately prior to the execution of this Agreement. The Employer agrees to provide false arrest and negligence protection insurance, as provided by a standard policy, in an amount of One Hundred Thousand Dollars (\$100,000.00) per person and Three Hundred Thousand Dollars (\$300,000.00) per incident. In lieu of purchasing a false arrest and negligence protection insurance policy, the Employer may provide the same level of benefits through self insurance. The Employer agrees to continue to pay the entire premiums for group life insurance for each active employee in the bargaining unit after such employee has completed nine (9) months of continuous employment with the Employer in the amount of Twenty Thousand Dollars (\$20,000) with a double indemnity rider. Additionally, the Employer agrees to pay the total subscription rate for group health insurance for each participating employee or employees and dependents after satisfaction of the qualification period required by the insurance carrier. Part-time positions (Dispatchers and Community Service Officers) receive only single person health insurance coverage, and negligence protection insurance as outlined above. Additionally, these part time employees participate in the general member retirement system. Effective January 1, 1997, all employees shall contribute 5% of the monthly cost of single, two-party, or family coverage for any of the three options (BCBS, BCN, KHP) with a maximum employee contribution of \$25.00, 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 to the cost of family coverage, regardless of which form (BCBS, BCN, or KHP) of insurance is selected.

(a) The Employer agrees to provide Blue Cross and Blue Shield M.V.F.I. M-L rider group health insurance, with a Five Dollar (\$5.00) deductible prescription drug rider, and Master Medical insurance with a One Hundred Dollars (\$100.00) deductible for single

coverage and Two Hundred Dollars (\$200.00) deductible for two-person or family coverage for regular full-time employees or substantially equivalent benefits with another insurance carrier or carriers authorized to transact business in the State of Michigan.

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, may, by execution of the waiver of health insurance coverage form, elect an annual payment of \$1,750 in lieu of their coverage on KHP, Blue Care Network or BC/BS.

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 (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.

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

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

Employees who retire with twenty-five (25) years of service on or after January 1, 1989, shall contribute the amount as that in effect during their last month of employment (BC/BS). Employees who retire after January 1, 1991 shall receive the prescription drug rider benefit in effect at date of retirement. Effective January 1, 1984, employees who retire with twenty (20) years of credited service shall receive the health insurance benefit described herein when they would have qualified for a Normal Retirement Benefit had they remained employed. Employees retiring with twenty (20) years of credited service may maintain their health insurance in effect by paying the cost of 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 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 (BC/BS).

Employees who retire on or after January 1, 2000, with twenty-five (25) years of credited service or who have attained at least fifty (50) years of age and ten (10) years of credited service, may continue single or two person (employee and spouse) coverage for M.V.F.I. and Master Medical insurance by contributing twenty-five dollars (\$25.00) per month toward the cost of such coverage.

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

ARTICLE XIV - SICK LEAVE

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

Section 2: Employees who will be absent from work due to illness must call in at least thirty (30) minutes prior to their scheduled starting time. In order to qualify for sick leave payments, the employee must report to his or her shift lieutenant or in his or her absence the (Information Center) at least thirty (30) minutes before he or she is scheduled to report for duty on each day of such absence regardless of duration unless the circumstances surrounding the absence made such reporting impossible, in which event, such report must be made as soon thereafter as is possible. The Employer may make exceptions in specific cases to the requirements of reporting in each day of continuing absence. All absences for

which sick leave pay is desired, regardless of length of duration-of such absence, require the submission and approval of a "Report of Absence from Duty" form which shall state the reason for such absence, be signed by the employee involved and approved by the Chief or designated representative (or in his or her absence, by a member of the Human Resources Office) before payment is made.

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

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

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

Section 3: 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 manner:

(a) When an employee's absence from work is due to a non-work incurred illness, injury or pregnancy, provided such illness or injury was not attributable to causes occurring while doing work for which he or she is paid by someone other than the Employer.

(b) There 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 and which is compensable under the Michigan Worker's 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 police 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 then be sent to a medical doctor jointly selected by the Employer and the Association. The Employer shall pay the fee for this examination. The decision of such medical doctor shall be final and binding upon the Employer and the Association.

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

Section 4: The usage of sick leave pay under this Article shall be deducted to the nearest hour, except for an employee who is regularly scheduled for a ten and one-half (10½) or twelve (12) hour shift. Such employee shall have his or her sick leave deducted on an hour-for-hour basis up to a maximum of ten (10) hours from his or her accumulated unused bank of paid sick leave even though he or she is paid for ten and one-half (10½) or twelve (12) hours. Employees regularly scheduled for eight and a half (8 ½) hour shifts shall have sick leave deducted on an hour-for-hour basis up to a maximum of eight (8) hours. Employees regularly scheduled to work twelve hour thirty-six minute shifts shall have sick leave deducted on an hour-for-hour basis up to a maximum of ten (10) hours.

Section 5: Sick leave shall be paid at the rate applicable to the employee's permanent job classification assignment at the start of the absence for which compensation is requested. Whenever sick leave payments are made under this Article, the amount of such payments shall be deducted from the employee's accumulated unused bank of paid sick leave hours.

Section 6: 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 the designated beneficiary (whichever is applicable) shall be entitled to be paid one-half (1/2) of his or her accumulated unused paid sick leave as of the-date of retirement or death. If an employee who has quit, retired or been discharged from employment is subsequently rehired, such employee shall, as any other new employee, accumulate paid sick leave credits from the date of rehiring as set forth in Section 1 of this Article.

ARTICLE XV – PENSION

Section 1: 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, the Plan shall continue amended as follows:

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

(b) Effective January 1, 1999, 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 2.6% times Final Average Compensation times the years of credited service with a maximum benefit equal to 67.6% 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 a 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.

If 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, the Kalamazoo County Circuit Court or other court as may be appropriate.

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

(c) Effective October, 1987, KPOA members are qualified for eligibility under Section 414-H-Z of the Internal Revenue Code.

(d) Effective January 1, 1991, non-sworn KPOA members will contribute (4%) and will receive a multiplier of 1.7% of FAC at the time of retirement.

(e) Effective January 1, 1998, non-sworn KPOA members shall participate in the City's existing deferred compensation plan in which a minimum 1% employee contribution is required, with the City matching the 1% employee contribution.

(f) Effective 1-1-95, the addition of REGULAR 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 regular overtime earned. The following items are included for purposes of calculating final average compensation: night shift premium, longevity, comp time lump sum payment (requested on or before December 31, 1998), holiday premium pay, and any other payments where employee/employer pension contributions are required. All comp time lump sum payments will be eliminated from the calculation of final average compensation for 1999 and later years.

(g) Effective 1-1-95, a post retirement adjustment of 2% in January of each year, compounded annually, for those who retire after 1-1-95 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 25 years of service.

(h) Effective January 1, 1998, employees' contribution to the pension plan shall decrease from 8.5% to 8.0% of wages; in 1999 it shall decrease from 8.0% to 7.25%; and in 2000 it shall decrease from 7.25% to 6.50%.

(i) Effective January 1, 1999, if an employee is absent from work for an entire two week pay period and is not receiving pay from the City from which pension contributions are being made, that period of time will not be included as a period of credited service. An employee who has had such a period may "buy back" that time by making the pension contribution attributable to that period in the same manner as for military service buyback. When an employee is absent from work and is receiving sick pay

benefits from which pension contributions are made either from the employee's own sick leave bank or from donated sick leave time, the period of time the employee is absent and receiving sick leave benefits will be counted toward the employee's credited service. The departmental seniority date of employees currently employed in the Department will be their credited service date as of January 1, 1999, in addition to any time purchased pursuant to the split service provisions of this Agreement.

Employees on a medical leave of absence who are receiving workers compensation benefits may have the period of such leave counted toward credited service by electing at the commencement of the leave to make the regular pension contribution while on the leave.

(j) Current bargaining unit employees with split service will be permitted to convert their non-public safety time into public safety time (for purposes of credited service) if they first pay the difference between the contribution rate that was paid and the contribution rate that would have been paid had the earlier time actually been for public safety. Employees hired into this bargaining unit on or after January 1, 1999 who have split service will receive a split service pension benefit upon retirement.

(k) Effective January 1, 1999, the period of service time that will be credited to an employee who was classified as (and worked as) a part-time employee of the City, for that period of part-time service, will be calculated by pro-rating the number of hours worked in a year against the number of hours regularly scheduled in that year for full-time employees in that job classification. For example, an employee who worked 30 hours per week when full-time employees were regularly scheduled to work 40 hours per week, will be credited with .75 years of service for that year. The departmental seniority date of employees currently in the Department will be their credited service date as of January 1, 1999, in addition to any time purchased pursuant to the split service provisions of this Agreement.

ARTICLE XVI - COMMUNITY RELATIONS COMPLAINTS

Section 1: In the event of a community relations complaint, the following investigatory procedure shall apply:

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

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

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

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

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

ARTICLE XVII - SAFETY

Section 1: The Employer and the Association agree to establish a Safety Committee consisting of three (3) employee representatives appointed by the Association and three (3) Employer representatives. The purpose of the Safety Committee is to report all working conditions and equipment that are unsafe or potentially harmful and to make recommendation to the Chief on ways of correcting those unsafe conditions and/or pieces of equipment. Any rules, regulations or other matters concerning safety that are agreed upon by the members of the Safety Committee shall be considered by the Chief as soon as possible, but in no event later than thirty (30) days after receipt of the recommendations. It is understood and agreed that the Chief has the ultimate responsibility and shall make the final determination on all matters of safety. However, if the Chief disagrees with or decides not to implement such recommendations, he or she shall inform the Committee in writing of the reason for the decision.

(a) The Safety Committee shall meet as often as necessary to complete its work. However, unless the working conditions and/or equipment that the Association wishes to discuss constitute an immediate danger to the life or health of an employee, the Association shall not cause such Committee to meet more often than once each month, unless the Employer's representatives agree to otherwise. Safety Committee meetings shall be held within five (5) regularly scheduled working days of receipt of the written request between the hours of 8:00 a.m. and 5:00 p.m. at a time and place specified by the Employer. Employees shall be paid by the Employer at their regular rate of pay for all time necessarily spent while attending safety meetings. For the purpose of computing overtime, time spent in safety meetings shall be considered as hours worked.

Section 2: The Employer and the Association have a mutual concern that all vehicles operated by members of the department are safe. In the event an officer believes that his or her assigned vehicle is unsafe--for use during the tour of duty, he or she shall return it to the station. If his or her immediate supervisor agrees with the officer, the vehicle shall be tagged and parked. Except for emergency situations, such vehicle shall remain parked until either cleared by the Employer's mechanics as being safe for road service or released by the Chief or designated representative in writing:

(a) All patrol vehicles shall be equipped with protective shields between front and rear seats, and shotguns.

Section 3: In order to ensure the safety of fellow officers and the protection of the citizenry, each Sworn Police Officer or above shall qualify at a minimum score of seventy-five percent (75%) of the total possible score on each course of fire that is currently employed for training purposes. Before any course of fire is substantially changed, it shall be subject to at least one (1) special conference.

(a) Each sworn officer shall qualify at the minimum score on each course of fire on or before September 30, and shall do so with his or her issued departmental firearm. In order to assist officers so that they are able to meet the qualification, the Employer agrees to provide a classroom instruction in April or May and reasonable amount of firearm instruction during "open range days", conducted by one of the qualified firearms instructors of the department, for officers without pay during off duty hours. An Officer desirous of such firearms instruction shall notify the Chief or designated representative. The term "qualified" means instructors who have attended a Commission on Law Enforcement Standards (COLES) approved course of instruction. Management agrees to grandfather existing firearms instructors' qualifications.

(b) The Employer agrees to conduct an open range day between 9:00 a.m. and 6:00 p.m. on the last weekday preceding September 30th to give officers who have not qualified a final opportunity to qualify. Officers who as of September 30 of each year are unable to qualify, except for a temporary or permanent physical disability, shall be subject to suspension until he or she actually qualifies. Upon qualification, the officer shall be immediately returned to duty if he or she qualifies during his or her regularly scheduled shift or if not, then the employee shall be returned to duty at the beginning of his or her next regularly scheduled shift. A suspended employee shall, upon request, be given firearm instruction at the range by one of the certified firearm instructors designated for such purpose by the Employer. Prior to shooting each round, the employee shall designate whether he or she is shooting for practice and therefore desires instruction from the firearm instructor, or whether he or she is shooting for qualification. The purpose of such suspension is to allow the officer a concentrated period of time in which to practice and receive additional instruction, if he or she so desires, or to shoot repeatedly for qualification. Accordingly, it is agreed that officers during the period of the suspension

shall not accept employment with any other employer and shall devote their full time and attention toward the goal of meeting the qualification. If an officer is unable to qualify due to a temporary physical disability, such qualification requirements shall be waived until the temporary physical disability no longer exists. If an officer is unable to qualify due to a permanent or long term physical disability, a meeting shall be called between such employee's firearm instructor and the Chief or designated representative. All facts shall be reviewed, and thereafter the Chief or designated representative shall decide whether the officer in question shall be allowed to continue his or her normal duties or be reassigned to a position where the duties would not require the use of a firearm.

(c) The Employer will continue its current practice of having the pistol range open at least one (1) day each week. the range shall be open a minimum of four (4) hours on the day of the week termed the "open range day." During such "open range days," the Employer shall provide an adequate amount of ammunition for practice for employees shooting their issued service revolvers. The ammunition shall be of the same type and manufacture that is currently issued for practice.

(d) Additionally, the Employer will, not less than three (3) times per year, schedule employees as part of their in-service training to shoot a minimum of once through the qualifying course of fire being employed for training purposes. The Employer shall also schedule employees to shoot a minimum of once each year at nighttime through such course. Once an employee has satisfactorily completed the qualifying course of fire in a calendar year, the balance of the shoots will be for familiarity not for qualification. Until such time as a sworn officer meets the minimum qualification score on the course of fire currently being used for training purposes, the type of ammunition he or she received for the four (4) above mentioned courses of fire shall be the same bullet weight, construction, and manufacture that is then approved for duty use. In the event an officer feels his or her issued firearm is defective, he or she shall turn it into the department armorer for inspection. If the armorer feels the issued firearm is defective, he or she shall retain the firearm for repairs and shall issue a temporary substitute firearm which the officer shall be required to take to the indoor pistol range or outdoor range for the purpose of firing enough rounds to become familiar with the substitute firearm. The Employer further agrees to maintain at all times an area where the officers may clean and care for their issued firearms. The Employer shall also supply all cleaning equipment, lubricants, and solvents that are usually used for the maintenance of firearms.

(e) Prior to changing the type of firearms issued to employees by the Public Safety Department, the Employer will consult with the Association.

Section 4: Employees who are required to drive an automobile in the ordinary course of their employment with the Employer, who have successfully completed the Employer's Precision Driving Training Course, may be required to successfully complete the Precision Driving Training Test once per calendar year. In the event an employee fails to pass the test

or has three (3) or more chargeable accidents during any twelve (12) consecutive month period, the Employer shall have the right to schedule the employee to repeat the Precision Driving Training Course. If upon completion of the repeated Precision Driving Training Course, the employee fails the Precision Driving Training Test, the Employer shall have the right to transfer such employee to a job which does not require driving and further may require the employee to attend the Employer's Precision Driving Training Course on his or her own time until he or she passes the test.

ARTICLE XVIII – MISCELLANEOUS

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

(a) The wearing of protective vests during duty hours shall be optional with the employee unless otherwise directed by the Chief due to abnormally hazardous conditions. Abnormal hazardous conditions may include but are not limited to civil disturbances, raids and riots.

Section 2: In lieu of receiving uniforms supplied by the Employer each plainclothes officer shall receive a clothing allowance of Six Hundred Fifty-five Dollars (\$655.00) per year, except for employees newly assigned to SIU after January 1, 1981. Effective January 1, 1989, the clothing allowance will be Seven Hundred Dollars (\$700.00). The benefit for employees newly assigned to SIU on and after January 1, 1981, shall be calculated on the basis of One Hundred Seventy-nine Dollars (\$179.00). Effective January 1, 1989, the SIU allowance will be 50% of \$700. Such payment shall be made no later than the first pay day in July and be in the form of a voucher check. Effective in 1994, the allowance shall be Seven Hundred Fifty Dollars (\$750) for plainclothes officers and Three Hundred Seventy-five Dollars (\$375) for SIU; effective in 1995, it shall be Eight Hundred Dollars (\$800) and Four Hundred Dollars (\$400), respectively; and 1996 it shall be Eight Hundred Fifty Dollars (\$850) and Four Hundred Twenty-five Dollars (\$425) respectively. Employees who are not in a plainclothes assignment for the entire calendar year shall be entitled to a prorated payment and those officers leaving such assignment before the end of the year shall have the amount of any unearned payment deducted from their pay. The Employer agrees to continue the current practice of cleaning the clothing of plainclothes officers.

Section 3: The Employer acknowledges that the placing of police officers on standby alert has the effect of not only restricting the officers during their off-duty time, but also in many cases restricts family activities. For these reasons, the Employer agrees that it will not place officers on standby alert unless it believes that the exigencies of the situation warrant such action.

Section 4: Employees must reside so as to be able to respond to their assigned station within 45 minutes of notification to report, unless grandfathered by the 1982-84 Association CBA.

Section 5: Effective January 1, 1994, the Employer shall furnish employees with free parking at their assigned station, public safety station, or assigned building, as currently practiced.

Section 6: The food allowance for employees regularly assigned to work an average work week of fifty-six (56) hours shall be Five Hundred Twenty-two Dollars (\$522.00) per year for the term of this contract. The food allowance shall be included in the last paycheck issued in each calendar year.

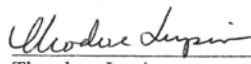
Section 7: Effective 1-1-95 the minimum manning Letter of Agreement, dated February 12, 1991, is amended to reduce the minimum manning strength from 14 bargaining unit members to 13 on the day shift, Monday through Friday, and from 4:00 a.m. to 7:00 a.m. on the night shift Monday through Friday.

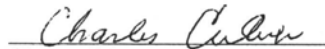
ARTICLE XIX – DURATION

Section 1: This Agreement shall become effective January 1, 1998. The Agreement shall remain in full force and effect through the 31st day of December, 2001, and from year-to-year thereafter unless either party hereto serves a written notice upon the other of at least sixty (60) calendar days prior to the 31st day of December, 2001, or sixty (60) days prior to the execution of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

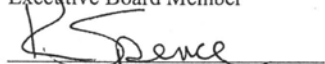
IN WITNESS WHEREOF, the Agreement is executed on the ____ day of _____,
_____.

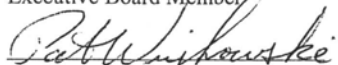
KALAMAZOO POLICE
OFFICERS ASSOCIATION


Theodore Lupina
President, K.P.O.A.

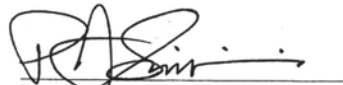

Charles Culver
Vice President, K.P.O.A.


Larry Preston
Executive Board Member

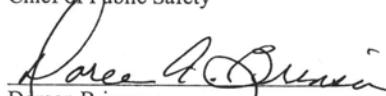

Kirk Spence
Executive Board Member


Patrick Wujkowski
Executive Board Member

CITY OF KALAMAZOO


Pat DiGiovanni
City Manager


Gary Hetrick
Chief of Public Safety


Doreen Brinson
Human Resources Director

KZLIB:305228.2000000-00000

KPOA Hourly Wage Schedule

			01	02	03	04	05	06	07	08
			Start	6 Mos	1 Yr	2 Yr	3 Yr	4 Yr	5 Yr	6 Yr
P0071	Investigative Aides	1998	13.83	14.20	15.52	15.87	16.24	16.61	17.00	18.44
	School Safety CSO	1999	14.24	14.63	15.99	16.35	16.73	17.11	17.51	18.99
	Evidence CSO	2000	14.74	15.14	16.55	16.92	17.32	17.71	18.12	19.65
	Quartermaster CSO	2001	15.18	15.59	17.05	17.43	17.84	18.24	18.66	20.24
	SD CSO									
	Fleet Manager									
P0072	Dispatcher									
P0076	CSO Jailer									
P0075	CSO Group Leader	1998	15.27	15.65	17.06	17.51	17.86	18.22	18.57	20.24
	Computer CSO	1999	15.73	16.12	17.57	18.04	18.40	18.77	19.13	20.85
P0077	CSO Radio Syst. Coord	2000	16.28	16.68	18.18	18.67	19.04	19.43	19.80	21.58
		2001	16.77	17.18	18.73	19.23	19.61	20.01	20.39	22.23
Non Crosstrained										
P0027	Lab Technician I	1998	20.55	21.33	23.21					
		1999	21.17	21.97	23.91					
		2000	21.91	22.74	24.75					
		2001	22.57	23.42	25.49					
P0025	Detective	1998	20.55	21.33	23.21					
		1999	21.17	21.97	23.91					
		2000	21.91	22.74	24.75					
		2001	22.57	23.42	25.49					
P0031	Polygraph Examiner	1998	21.47	22.24	24.09					
		1999	22.11	22.91	24.81					
		2000	22.88	23.71	25.68					
		2001	23.57	24.42	26.45					
P0028	Crime Lab I	1998	20.92	21.83	23.68					
		1999	21.55	22.48	24.39					
		2000	22.30	23.27	25.24					
		2001	22.97	23.97	26.00					
P0029	Crime Lab II	1998	21.47	22.24	24.09					
		1999	22.11	22.91	24.81					
		2000	22.88	23.71	25.68					
		2001	23.57	24.42	26.45					
P0050	Deputy Fire Marshall	1998	21.47	22.24	24.09					
		1999	22.11	22.91	24.81					
		2000	22.88	23.71	25.68					
		2001	23.57	24.42	26.45					

KPOA Hourly Wage Schedule - 42 Hour

Pay Group		01 Start	02 1 Yr	03 2Yr	04 3Yr	05 4Yr	06 5Yr	07 6Yr
Crosstrained Pay								
P0030	Lab Tech I	1998	22.60	23.47	25.53			
		1999	23.28	24.17	26.30			
		2000	24.09	25.02	27.22			
		2001	24.81	25.77	28.04			
P0026	Detective	1998	22.60	23.47	25.53			
		1999	23.28	24.17	26.30			
		2000	24.09	25.02	27.22			
		2001	24.81	25.77	28.04			
P0034	Polygraph Examiner	1998	23.61	24.44	26.49			
		1999	24.32	25.17	27.28			
		2000	25.17	26.05	28.23			
		2001	25.93	26.83	29.08			
P0032	Crime Lab I	1998	23.03	24.02	26.05			
		1999	23.72	24.74	26.83			
		2000	24.55	25.61	27.77			
		2001	25.29	26.38	28.60			
P033	Crime Lab II	1998	23.61	24.44	26.49			
		1999	24.32	25.17	27.28			
		2000	25.17	26.05	28.23			
		2001	25.93	26.83	29.08			
P0051	Deputy Fire Marshall	1998	23.61	24.44	26.49			
		1999	24.32	25.17	27.28			
		2000	25.17	26.05	28.23			
		2001	25.93	26.83	29.08			

KPOA Hourly Wage Schedule - 42 Hour

Pay Group		01 Start	02 1 Yr	03 2Yr	04 3Yr	05 4Yr	06 5Yr	07 6Yr	
P0010	Police Officer I	1998	14.61						
		1999	15.05						
		2000	15.58						
		2001	16.05						
P0016	P.S. Officer I	1998	16.08						
		1999	16.56						
		2000	17.14						
		2001	17.65						
P0015	Police Officer II	1998	16.38	17.32	18.13	18.91	19.76	20.94	22.15
		1999	16.87	17.84	18.67	19.48	20.35	21.57	22.81
		2000	17.46	18.46	19.32	20.16	21.06	22.32	23.61
		2001	17.98	19.01	19.90	20.76	21.69	22.99	24.32
P0117	P.S. Officer II	1998	17.98	19.08	19.93	20.84	21.71	23.03	24.35
		1999	18.52	19.65	20.53	21.47	22.36	23.72	25.08
		2000	19.17	20.34	21.25	22.22	23.14	24.55	25.96
		2001	19.75	20.95	21.89	22.89	23.83	25.29	26.74

56 Hour Rate

P0217	PSO 56	1998	12.90	13.30	13.68	14.29	14.94	15.57	17.46
		1999	13.29	13.70	14.09	14.72	15.39	16.04	17.98
		2000	13.76	14.18	14.58	15.24	15.93	16.60	18.61
		2001	14.17	14.61	15.02	15.70	16.41	17.10	19.17

Note: Step 06 (5th year) applies only to employees hired on or after 1-1-95. All others move from step 05 to step 07 in the 5th year.

MEMORANDUM OF UNDERSTANDING

JULY 22, 1985

This Memorandum of Understanding executed by and between the City of Kalamazoo ("Employer") and the City of Kalamazoo Police Officers Association ("KPOA"):

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 problems which were not contemplated when language regarding scheduling, hours, and other areas covered by the federal Fair Labor Standards Act were negotiated;

THEREFORE, the parties agree as follows:

1. That language pertaining to FSO Equipment Operators in the CBA concerning their wages and hours covered by the FLSA may have to be amended in order to minimize the cost impact caused by FLSA coverage.

2. Subsequent to the execution of this agreement if the City desires to negotiate the impact of FLSA changes on Equipment Operators' wages and hours it shall negotiate with the KPOA Bargaining Team. The negotiated or implemented contract changes shall not cause the FSO Equipment Operators to receive income less than they would have received under the CBA prior to the application of FLSA.

3. If agreement between the parties cannot be reached, the KPOA shall have the right to grieve any implemented changes in accordance with the grievance procedure in the CBA. The issue to be determined by the arbitrator will be whether the Equipment Operators have lost income as described above or whether the implemented hours change is fair and equitable.

APPENDIX A CONTINUED

Employees in the P-6 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 P-6 Classification or above who sign the second posting may elect to remain in their classification and receive a ten (10%) percent wage rate premium upon satisfactory completion of their Public Safety Officer training.

Appendix B

Night Shift Premium
For
Officers bidding 7 p.m. to 7 a.m. Shift

Employees who bid or are assigned to the 7:00 p.m. to 7:00 a.m. (12 hour) shift and TRU shall be entitled to a shift differential as defined in Appendix B. A lump sum payment shall be made once a year on or before November 1st. This payment shall be for the year in which it was received (November, 1985 and so on) and corresponds to the current year's shift work schedule. The amount of the bonus corresponds to the wage grade step of the employee on December 1st of the year which it is paid. For example, an officer at the top or five year step receives the six year or top level of the bonus schedule. If an employee permanently transfers shifts during the year, the payment will be prorated based on the amount of time worked on the night shift.

Effective January 1, 1989

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

Dispatcher Night Shift Premium

Effective January 1, 1991 dispatchers working the 4:00 p.m. to midnight and midnight to 8:00 a.m. shifts shall receive a shift differential based upon the above language (except for the first sentence) as a lump sum payment.

Start	1 Yr	2 Yr	3 Yr	4 Yr	5 Yr
100	200	300	400	500	600

AGREEMENT

THIS AGREEMENT, by and among the CITY OF KALAMAZOO, herein "City"; KALAMAZOO POLICE SUPERVISORS ASSOCIATION, a Unit of the Michigan Fraternal Order of Police, herein "KPSA"; KALAMAZOO POLICE OFFICERS ASSOCIATION, a Unit of Lodge No. 98 of the Fraternal Order of Police, herein "KPOA"; and LOCAL 394 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, a/k/a Kalamazoo Fire Fighters Union, AFL-CIO, herein "IAFF".

WHEREAS, the parties have negotiated and ratified complete collective bargaining agreements concerning the implementation of a Public Safety Department, which agreements were based upon an assumption that the Fire Department Hours of Labor Act, herein "Kelly Law", did not apply;

WHEREAS, on March 31, 1982, the Circuit Court for the County of Kalamazoo declared the negotiated work week for Public Safety Officers to be in violation of the Kelly Law;

WHEREAS, the KPSA, KPOA and IAFF on May 24, 1982, presented a proposal to the City for it to schedule District Officers to work no more than thirty-six (36) hours in a fixed work period of seven (7) consecutive days and then allow the Officers to volunteer to work "optional days" in order to make available a total number of hours that would average forty-two (42) hours per week during a period of twenty-eight (28) consecutive days. The fixed period would start at the beginning of the day shift on Monday and conclude at the end of the night shift that starts on the following Sunday. Employees would have no obligation to

volunteer to work "optional days" and if they did not volunteer to work, no hourly wage would be payable; and

WHEREAS, the City accepted the proposal after it was modified to provide that the schedule utilizing "optional days" applied only to Public Safety Officers; that the "optional days" schedule be maintained only until the legal barrier to implementation was removed, and that if for any reason the "optional days" schedule was determined to violate the Kelly Law, the parties would immediately enter into negotiations culminating in binding arbitration to establish a work schedule that did not violate the Kelly Law.

NOW THEREFORE, it is agreed by and among the parties as follows:

1. The collective bargaining agreements and Joint Agreement for implementation of the Public Safety Department that have been negotiated and ratified by the parties shall be implemented and remain in effect until December 31, 1984. If prior to December 31, 1984, the legal obstacle to implementing the negotiated work week for Public Safety Officers is removed, the negotiated work week set forth in the agreements shall be implemented and the utilization of "optional days" automatically terminated.

2. During the balance of 1982, the "4-10" hours of work set forth in the expired agreements with the KPOA and KPSA shall remain in effect. Effective January 1, 1983, the negotiated hours of work provision including the work week consisting of an average of forty-two (42) hours shall be placed into effect for

Zone Officers, Unassigned Officers and Sergeants and Lieutenants assigned to the Patrol Bureau. Such schedule shall be modified as follows for employees who have elected to become Public Safety Officers and Public Safety Sergeants and are assigned to a Public Safety District and Patrol Bureau Public Safety Lieutenants:

(a) The election form attached as Exhibit "A" shall be utilized by employees to become Public Safety Officers.

(b) The work schedule attached as Exhibit "B" shall be implemented. Public Safety Officers shall not be scheduled by the City to work more than thirty-six (36) hours during the seven (7) consecutive day period starting at the beginning of the day shift on Monday and concluding at the end of the night shift that starts on the following Sunday. A work schedule covering fourteen (14) calendar days shall be posted one (1) week in advance and Public Safety Officers may volunteer and shall have the right to work their "optional days" on or before the Friday preceding the start of the work schedule. If the employee does not volunteer to work one or all of his "optional days", such days may be made available, at the discretion of the City, for work by other employees. If "optional days" are voluntarily worked by other employees, such employees shall be paid at their "42 hour" rate of pay for each hour actually worked.

(c) If an employee does not volunteer to work an "optional day", he shall be considered off duty without pay for that day and not eligible for paid sick leave. If an employee volunteers to work an optional day and on that day becomes ill, he/she shall be entitled to sick benefits prescribed for a regularly scheduled work day pursuant to sick leave policy. Whether a Public Safety Officer volunteers to work his "optional days" shall not be taken into account in performance evaluations. Accordingly, an employee shall suffer no loss in accrual of longevity, sick leave, vacation or credited service for pension calculation as a result of his not volunteering to work "optional days" during a month.

(d) All employees working a work week containing available work that averages forty-two (42) hours shall have their hourly rate, herein "42 hour rate", established by multiplying the hourly rate set forth in Appendix "A" of the collective bargaining agreement by 2,088, and then dividing the total by 2,184. This 42 hour rate shall be paid for all scheduled days and "optional days" actually worked or days granted as vacation,

sick or other type of paid leave. The Appendix "A" wage rate shall only be utilized when calculating overtime payments.

(e) If a holiday is celebrated on a day that is a Public Safety Officer's "optional day" and the employee has not volunteered to work the day, such employee shall have the day off without pay, but be credited with a holiday leave day.

3. The twelve (12) Police members and twelve (12) Fire members of the Pension Plan who are eligible to retire pursuant to the "No Layoff" incentive pension benefit must irrevocably elect in writing to retire within two (2) weeks of this Agreement being ratified by the parties, and must be scheduled to terminate active employment within four (4) weeks of this Agreement being ratified by the parties.

4. In the event it is determined by a Court that the above work schedule for Public Safety Officers violates the Kelly Law, or the City is formally notified by the Kalamazoo County Prosecutor of a determination that the above schedule is in violation of the Kelly Law, the KPSA, KPOA and IAFF shall jointly negotiate with the City to establish an alternate work schedule that does not violate the Kelly Law. Such negotiations shall culminate in binding arbitration, if necessary, pursuant to the procedures of the American Arbitration Association.

5. The KPSA and KPOA agree to support, other than financially, and the IAFF agrees to cooperate with the City in the appeal of the March 31, 1982 decision by the Kalamazoo Circuit Court. Further, the KPSA and KPOA agree to cooperate with the City in an effort to have the Kelly Law amended to remove any barrier that may exist to implementing the negotiated forty-two (42) hour average work week for Public Safety Officers.

IN WITNESS WHEREOF, the parties have caused their duly authorized agents to execute this Agreement on this 18th day of June, 1982.

CITY OF KALAMAZOO

Robert C. Bobb
Robert C. Bobb
City Manager

Deborah L. Berg
Deborah L. Berg
Personnel Director

John E. Ross
John E. Ross
Chief of Police

George H. Danz
George H. Danz
Fire Chief

KALAMAZOO SUPERVISORS
ASSOCIATION, a Unit of the
Michigan Fraternal Order
of Police

Glenn J. Ferrell Sr.
Sam A. Heitrich
William Foster
Clark Jensen

KALAMAZOO POLICE OFFICERS
ASSOCIATION, a Unit of
Kalamazoo Lodge No. 98 of
the Fraternal Order of Police

Arnold W. Rytman Jr.
John H. Hill
John Roberts
Bill Muthaupt

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, a/k/a
Kalamazoo Fire Fighters
Union, AFL-CIO

Jack C. Keiser Pres.
Charles C. Amey V.P.
Henry G. Kalamazoo Sec.
David Atkinson Treasurer

Drafted by:
Loyal A. Eldridge
BROWN, COLMAN & DeMENT, P.C.
Labor Relations Counsel
to the City

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: _____

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 P-6 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 Marshal shall receive the five (5%) percent premium.

LETTER OF AGREEMENT

This Agreement entered into this 12th day of February, 1991 by and between the City of Kalamazoo and the Kalamazoo Police Officers Association.

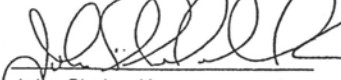
Purpose. The parties hereto were in dispute as to the minimum manpower required per shift at the Kalamazoo Department of Public Safety. The Kalamazoo Police Officers Association, and other labor organizations, initiated unfair labor practice charges and sought and were granted injunctive relief by the Kalamazoo County Circuit Court in its case #C881790 CL. The parties hereto hereby desire to settle the dispute, the unfair labor practice, and injunctive order and to that end hereby agree as follows:


1. The City of Kalamazoo through and by its Department of Public Safety shall maintain fourteen (14) non-supervisory Public Safety Officers assigned to street duties as zone officers on its shift #1 from 7:00 a.m. to 7:00 p.m. and maintain fourteen (14) non-supervisory Public Safety Officers assigned to street duties as zone officers on its shift #2 from 7:00 p.m. to 7:00 a.m. In addition to specified zone officers the City shall maintain two (2) non-supervisory Public Safety Officers assigned to street duties as beat offices and actively working on its shift #1 from 7:00 a.m. to 7:00 p.m. six days per week, Monday through Saturday and one (1) such first shift officer on Sunday, and maintain one (1) non-supervisory Public Safety Officer assigned to street duties as a beat officer and actively working its shift #2 from 7:00 p.m. to 7:00 a.m. seven days per week.

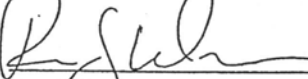
2. In addition the City of Kalamazoo shall not transfer zone officers to Equipment Operators, except for those zone officers on duty as zone officers that exceed the minimum of fourteen (14) on shift #1 and fourteen (14) on shift #2 and radar officers and/or beat officers being transferred or assigned to cover zone officer responsibility or in any scheme or manner reducing the staffing levels below that (14) non-supervisory Public Safety Officers assigned to street duties as zone officers on its shift #1 from 7:00 a.m. to 7:00 p.m. and maintain fourteen (14) non-supervisory Public Safety Officers assigned to street duties as zone officers and on its shift #2 from 7:00 p.m. to 7:00 a.m.
3. The Kalamazoo Police Officers Association shall withdraw its unfair labor practice charge (case # C88 G-174) and withdraw and dismiss its Circuit Court Case.
4. The minimum staffing levels specified in this agreement shall remain in effect until at least December 31, 1993. If the City intends to change any of these levels after December 31, 1993, the City shall negotiate with the Association, and if no agreement is reached, the parties shall mediate their differences and finally, if no agreement is reached the parties shall submit the dispute to binding arbitration. The decision of the arbitrator shall be final and binding and the procedures and rules of arbitration shall be those contained in Act 312, Public Acts of 1969, as amended. Staffing levels shall not be changed until receipt of the arbitrator's decision.
5. If the MERC decision or Court of Appeals decisions in Trenton v Trenton Fire Fighters Union, Local 2701, IAFF, 166 Mich.App. 285 (1988), lv. to app. den., 431 Mich. 863 (1988), 1985 MERC L.O. 415, and City of Manistee v Manistee Fire Fighters Association, Local 645, IAFF, 174 Mich. App. 188 (1989), lv. to app. den., 434 Mich. 864 (1991) cease to be operative law, or if the City is, as a matter of law, (i.e., an unappealed MERC decision, a Michigan Court of Appeals decision, or a Michigan

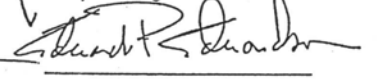
Supreme Court decision,) able to unilaterally implement a minimum staffing reduction after an impasse is reached without exhausting Act 312 arbitration, this agreement may be terminated by either party at its option after December 31, 1993.

KALAMAZOO POLICE OFFICERS
ASSOCIATION, a Unit of
KALAMAZOO LODGE NO. 98 OF
THE FRATERNAL ORDER OF POLICE CITY OF KALAMAZOO

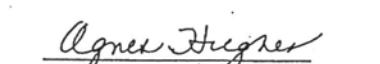

John Shubnell
President, K.P.O.A.


James N. Holgersson
City Manager



Randy Mason
Vice-President, K.P.O.A.


Edward P. Edwardson
Chief of Public Safety


Donald Ruthven
Executive Board Member


Agnes Hughes
Human Resources Manager


Patrick Wright
Executive Board Member


Dale DeLeep
Executive Board Member

