AGREEMENT

between

MICHIGAN FRATERNAL ORDER OF POLICE

LABOR COUNCIL

representing

KALAMAZOO MUNICIPAL EMPLOYEES

and

THE CITY OF KALAMAZOO

January 1st, 2023, to December 31, 2025

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AGREEMENT

This Agreement by and between the City of Kalamazoo, Michigan, hereinafter referred to as the "City", and the Michigan Fraternal Order of Police Labor Council, hereinafter referred to as the "Union" expresses all mutually agreed upon covenants between the parties.

The general purpose of this Agreement is to set forth the rates of pay, wages, hours of employment or other conditions of employment which shall prevail for the duration of this Agreement, and to promote orderly and peaceful labor relations for the mutual interest of the City, its employees and the Union. Recognizing that the interest of the community and the job security of the employees depend upon the City's ability to continue to provide proper services to the community, the City 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 this Agreement.

ARTICLE I – RECOGNITION

Section 1 – Association Description. Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the City recognizes the Union as the sole exclusive collective bargaining agency for all of the full-time regular and part-time regular office clerical and technical employees of the City, including those positions set forth in Appendix A attached hereto and by this reference made a part hereof, but excluding elected officials, department heads, assistant department heads, managerial employees, professional employees, police service officers, confidential employees, and supervisors within the meaning of the Act, and all other employees.

(a) The City agrees that, during the life of this Agreement, it will not negotiate with any organization other than the Union with respect to the rates of pay, wages, hours of employment and other working conditions of employment of the employees covered by this Agreement.

(b) The City shall, each April 1st and October 1st, prepare a list for the Union containing the names and departments of all employees who for a continuous period of six (6) months have been classified as a "temporary full-time employee".

(c) The purpose of an intern program is to provide work experience which is an adjunct to the intern's education. Student interns shall not be utilized so as to displace a position otherwise held by a KMEA employee. Student interns shall not be utilized so as to reduce the normal work week of KMEA employees. KMEA employees shall be given the opportunity to work overtime pursuant to the overtime provision in Article VIII, Section 5 prior to a student intern or volunteer being given the opportunity to work overtime, if KMEA work is involved.

(d) The City agrees to notify the Union in writing of new hires within two (2) weeks of hire.

Section 2 – Payroll Deduction. During the term of this Agreement, for those employees for whom properly executed payroll deduction authorization cards are delivered to the Accounting Division,

the City will deduct from their pay each month the monthly Association dues as designated to the Accounting Division by the Secretary of the Association and shall promptly remit any and all amounts so deducted to the Association. The Union agrees to indemnify and save the City harmless against any and all claims, suits, and other forms of liability, including attorney's fees that may arise out of or by reason of action taken in reliance upon individual authorization cards. In addition, the City shall have the option to select its counsel to defend against any claim or suit, with all defense fees and costs paid by the Union. The selection of counsel and payment of defense and costs pertains to actions related to Article I Section 2 only.

Section 3 – Anti-Discrimination. The City and the Union agree that for the duration of this Agreement neither shall discriminate against any employee in the application of the provisions of this Agreement because of disability, race, color, creed, age, sex, marital status, height, weight, nationality or political belief, religion, sexual orientation, nor shall the City or its agents, nor the Union, its agents or members discriminate against any employee because of their membership or non-membership in the Association or payment or non-payment of union dues.

Section 4 – Association Activity. The Association agrees to conduct its business off the job as much as possible. When necessary to engage in Association activity during work time, such activity shall not interfere with the employee's work and the time necessary shall be arranged with the employee's supervisor. This section shall not be construed as to prevent Association representatives from fulfilling their responsibilities and duties regarding the grievance procedure, posting Association notices and bulletins, or routine communications with management and members while on the job when the need arises.

(a) The negotiating committee may utilize up to a total of ninety-six (96) hours of paid time during a twelve (12) month period in which this contract is re-negotiated. This time shall be used in preparation for negotiations before and during bargaining but does not include time actually spent in bargaining sessions.

Section 5 – Steward Designation. Employees covered by this Agreement shall be represented by the following stewards:

City Hall	One (1) Steward
Dept. of Public Safety	One (1) Steward
Stockbridge Facility	One (1) Steward
Harrison Facility	One (1) Steward
Community Planning & Development	One (1) Steward
All other KMEA employees	Grievance Chairperson

It is agreed that stewards, other than the Grievance Chairperson, must be a part of the group they represent and have completed their probationary periods. The Association President shall promptly notify the Human Resources Office, in writing, of the names of the KMEA Board of Directors, of the Grievance Chairperson, the stewards, and the areas each represent, and will promptly notify the Human Resources Office, in writing, of any changes or replacements thereof.

In the absence of a steward, the Grievance Chairperson, Association President, or any board member shall be the alternate steward.

Section 6 – Scheduling of Special Conferences. Special conferences for the discussion of important matters (not grievances) may be arranged at a mutually satisfactory time between the Union and the City within ten (10) regularly scheduled working days after request of either party, subject to the following conditions:

(a) Such meetings shall be held not more frequently than once each calendar month.

(b) Such meetings must be attended by the President of the Association or their designated representative and not to exceed an additional two (2) members of the Association, Representative from the FOPLC, the Human Resources/Labor Relations Director of the City or their designated representative, and/or up to two (2) other designated representatives of the City. Additional individuals from the Association or City may attend with the mutual prior approval of the Association or City may attend with the mutual prior approval of the Association President and Human Resources/Labor Relations Directors.

(c) There must be at least one (1) calendar week's advance written notice of the desire to have such meeting, which notice must be accompanied by an agendum of the subjects the party serving such notice wishes to discuss. If both parties have subjects they wish to discuss, they shall exchange agendum at least one (1) calendar week prior to such meeting. Discussions at such special conferences shall be limited to the items set forth in the agenda.

(d) Employees shall be paid at their regular rate of pay for all time necessarily lost from their regularly scheduled work while attending such conferences.

Section 7 – Quarterly Personnel Update. The City and KMEA agree to meet quarterly to discuss the status of KMEA members and Association work. The purpose of this meeting is to discuss the use of temporaries, seasonal employees and interns. Topics may also include the status of KMEA positions. Quarterly meetings will be attended by no more than three (3) members from each party, unless additional attendees are deemed necessary and agreed upon by both parties. Agenda items raised by either party must be forwarded to both parties at least two (2) working days prior to the quarterly meeting.

ARTICLE II – CITY'S RIGHTS

Section 1 – City's Rights. All rights to manage the City and to direct the work force are vested exclusively in the City, including but not limited to, the right to hire, to establish reasonable rules and procedures, the right to determine the hours, daily schedules and work assignments of employees, the right to determine the acceptable quality standards, the right to establish new jobs and eliminate existing jobs, and the right to determine when a need exists for the layoff or recall of employees. The City shall also have the exclusive right to determine the means, methods, and processes used in operations. The foregoing enumeration of rights is not intended to be all inclusive, but indicates the type of matters arising which belong to and are inherent to the City

and shall not be deemed to exclude other rights of the City not specifically set forth. However, the City acknowledges that such management rights have been limited by the provisions of this Agreement and, therefore, agrees to exercise such rights in such a fashion so as not to violate the specific terms and provisions of this Agreement.

ARTICLE III – GRIEVANCE PROCEDURE

Section 1 – Definition. A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement. Verbal warnings, according to the City's Progressive Discipline Policy shall not be a proper matter for the grievance process.

Section 2 – Grievance Processing. The FOPLC will not recognize or proceed on any grievance that is not drafted by the Labor Council representative, with a FOPLC grievance number assigned.

Section 3 – Steps. In the event a complaint has not been resolved by oral discussion with the supervisor designated for that purpose by the department head, the matter shall be resolved in the following manner:

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, the grievance must be reduced to writing on a form provided by the Michigan Fraternal Order of Police Labor Council and signed by the employee and by the employee's steward (or, in the absence, the Grievance Chairperson or the Association President) and presented to the employee's division head or the division head's designee. However, no grievance shall be processed hereunder regarding an occurrence which happened more than fifteen (15) regularly scheduled working days prior to the date the written grievance was presented to the proper supervisor, except for clerical errors in the calculation of an employee's paycheck which may be filed at any time but any settlement shall not be retroactive for a period in excess of one (1) year. Grievances shall be made out in triplicate, two (2) copies of which must be presented to the appropriate division head or designee. A written grievance shall state who is affected, what occurred, when it occurred, where it occurred, what section of the contract has allegedly been violated, and what adjustment is requested. The division head or designee may elect to meet with the steward and grievant to discuss the grievance prior to giving their written answer. Such meetings, if scheduled, shall occur within two (2) regularly scheduled working days. The division head or designee shall give a written answer, which shall include a general statement of the reasons for the answer, to the aggrieved employee within two (2) regularly scheduled working days after the receipt of the written grievance or the meeting, whichever is applicable.

SECOND STEP: If the grievance has not been resolved, then within five (5) regularly scheduled working days after receipt by the employee of the First Step answer, the FOPLC or Association grievance committee chairperson shall present the grievance, in writing, which shall include the reasons that the City's prior answer is deemed unacceptable, to

the Human Resources/Labor Relations Director or designated representative. Within ten (10) regularly scheduled working days after the grievance has been presented to the Human Resources/Labor Relations Director or designated representative, a meeting between the Union and the City's committee shall be held. A maximum number of three (3) people shall make up either grievance committee unless mutually agreed that others may attend. Within five (5) regularly scheduled working days after such meeting, the Human Resources/Labor Relations Director or designated representative shall give the written answer, which shall include a general statement of the reasons for the answer to the Association grievance committee chairperson.

THIRD STEP: If the grievance has not been resolved in the foregoing steps, and the Association desires to carry it further, the Union shall, within thirty (30) calendar days following receipt of the City's Second Step answer, advise the City in writing that such answer is unacceptable, the reasons it is deemed to be unacceptable, and in such communication further advise the Human Resources/Labor Relations Director or their designee that the matter is being referred to mediation.

Within five (5) regularly scheduled working days of such notification the Director of Labor Relations or designee shall file a request for mediation through the Michigan Employment Relation Commission, a copy of which shall be forwarded to the Association President. If the Commission is unable to hear the grievance within fifteen (15) regularly scheduled working days from receipt of the submission for any reason, either party may demand within five (5) regularly scheduled working days of such notification by the City to the Association President to proceed directly to arbitration.

The mediation hearing shall be governed by the following rules:

1. The grievant(s) shall have a right to be present at the Mediation Hearing.
2. Each party shall have one principal spokesperson.
3. Outside lawyers or consultants shall not participate in a mediation hearing.
4. Any documents presented to the mediator shall be returned to the respective parties at the conclusion of the hearing.
5. Proceedings shall be informal in nature. The presentation of evidence is not limited to that presented at earlier steps of the grievance procedure. The rules of evidence shall not apply, and no formal record of the mediation hearing shall be made.
6. The mediator shall have the authority to meet separately with any person or persons and their chief spokesperson, but shall not have the authority to compel a resolution of a grievance.
7. If no settlement is reached, the mediator may provide the parties with an immediate verbal advisory opinion, stating the grounds for their opinion.
8. If the Mediation Hearing results in a mutual resolution, the settlement offer shall be reviewed at the end of the Mediation Hearing with the mediator present.

9. A mediation Summary shall be reduced to writing by the City's chief spokesperson and presented to the Union and President of the Association within five (5) regularly scheduled working days from the date of the mediation.
10. The mediator shall have no power to alter or amend the terms of the Collective Bargaining Agreement.
11. The opinion of the mediator shall not be submitted as evidence if the grievance later is heard by an arbitrator.

In the event the mediation process described above does not reach a mutually acceptable solution to the grievance, and the Association desires to carry the grievance further, it shall submit the grievance to arbitration by the American Arbitration Association in accordance with its Voluntary Labor Rules, then pertaining, provided such submission is made within thirty (30) calendar days following receipt of the written Mediation Summary.

Neither the mediator or the arbitrator above described shall have any authority to add to, subtract from, change or modify any provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit authority of an arbitrator, in their own judgment, to sustain, reverse, or modify any alleged unjust discharge that may reach this stage of the grievance procedure.

The expense and fees of the arbitrator and the American Arbitration Association shall be shared equally by the City and the Union.

Any employee covered by this Agreement may view the contents of their personnel file in the presence of a representative of the City at any reasonable time, upon request.

Section 4 – Time Limits. In the event the City fails to reply to a grievance at the First Step of the procedure within the specified time limit, said grievance shall automatically be referred to the Second Step. If the City fails to reply to a grievance at the Second Step of the grievance procedure, the Union shall process the grievance to the Third Step. In the event the Union does not appeal a grievance from one (1) step to another within the time limits specified, the grievance shall be considered as settled on the basis of the City's last answer.

Section 5 – Union-wide Grievances. Grievances on behalf of the entire Association shall be filed no later than fifteen (15) regularly scheduled working days following the occurrence which is being grieved, shall be signed by the Union, and shall be processed starting at the Second Step of the grievance procedure. Union-wide grievances shall be defined as those that have a specific impact on more than one KMEA member, and those that have no identifiable grievant.

Section 6 – Grievance Meetings. Meetings of the joint grievance committees provided for in the Second Step of the grievance procedure shall be held at a mutually agreeable time on the day for which they are scheduled. The Association's committee members, consisting of the Association President, FOPLC Representative, and the grievant(s) and Association witnesses shall suffer no

loss of pay due to time lost from their regularly scheduled work while attending Second Step meeting(s), mediation meetings or arbitration meetings. The amount of time in such cases shall be limited to two (2) hours for each of the witnesses.

Section 7 – Regularly Scheduled Working Days. Wherever the words are used in this Agreement "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.

Section 8 – Extension of Time Limits. Any of the time limits specified in the grievance procedure may be extended if such extension is mutually agreed to in writing by the City and the Union.

ARTICLE IV – DISCHARGE CASES

Section 1 – Disputing a Discharge or Suspension. In the event an employee shall be suspended from work for disciplinary reasons or is discharged from employment after the date hereof and believes they have been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the Human Resources/Labor Relations Director within three (3) regularly scheduled working days after the Union or Association receives written notification of such discharge or suspension. Such grievances shall be processed starting at the Second Step of the grievance process.

(a) The City agrees to immediately verbally notify the employee's steward and promptly in writing notify the FOPLC Representative or the Association's President of such discharge or suspension and to state in said notice reasons for such discharge or suspension.

(b) A suspended or discharged employee, if they so desire, will be allowed to discuss the suspension or discharge with a FOPLC Representative or steward (or in their absence, the Association President) if either is readily available before being required to leave the property of the City.

(c) It is understood and agreed that when an employee files a grievance with respect to disciplinary action, suspension or discharge, the act of filing such grievance shall constitute their authorization of the City to reveal to the participants in the grievance procedure any and all information available to the City concerning the alleged offense and such filing shall further constitute a release of the City from any and all liability by reason of such disclosure.

Section 2 – Unjust Discharge or Suspension. In the event it should be decided under the grievance procedure that the employee was unjustly suspended or discharged, the City 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.

(a) In the event an employee is discharged and files a grievance concerning the City's action, the discharged employee shall have the option, subject to the provisions of COBRA, of maintaining health and life insurance in effect during the period that the matter is being processed under the grievance procedure, by paying to the City, in advance, the monthly premium. If, as a result of the grievance procedure an employee is awarded back pay, the employee shall be reimbursed by the City for any insurance premiums paid by the employee covering the period for which the back payment is due.

Section 3 – Progressive Discipline. Discipline shall not be considered for progressive purposes unless it was issued within the past two (2) years, or if it was a violation of any item under Section 1 of the Guideline for Acceptable Personal Conduct (Appendix B).

ARTICLE V – STRIKES AND LOCKOUTS

Section 1 – No Strike-No Lockouts. The Union agrees that during the life of this Agreement neither the Union, its agents nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown, strike, sympathy strike, or any other curtailment of full service to the City. However, bargaining unit employees shall not be required to perform the work of any striking employees. The City agrees that during the same period there will be no lockouts.

Section 2 – Discipline. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown, strike, sympathy strike or any other curtailment of full service to the City, may be disciplined or discharged in the sole discretion of the City. However, it is understood and agreed that the question as to whether an employee or employee's activity was such as is proscribed by this section may be a proper subject for the grievance procedure.

ARTICLE VI – SENIORITY

Section 1 – Definition. Seniority shall be defined as an employee's length of continuous service with the City as a regular employee in the KMEA bargaining unit. Implementation of this definition shall not change the dates established as of December 31, 1979. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, or layoffs, except as hereinafter provided.

(a) Continuous service with the City shall be defined as an employee's length of service with the City since their last hiring date as a regular employee. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the City as a regular employee since which they have not quit, retired, or been discharged. Implementation of this definition shall not change the dates established as of December 31, 1979.

Section 2 – Probationary Period. All new employees shall be probationary employees for the first six (6) consecutive months of their employment. The purpose of this probationary period is to provide an opportunity for the City to determine whether the employee has the ability and

other attributes which will qualify them for regular employee status. During the probationary period, the employee shall have no seniority status and may be laid off or terminated in the sole discretion of the City without regard to their relative length of service. At the conclusion of the first six (6) consecutive calendar months of employment, the employee's name shall be added to the seniority list as of their last hiring date.

(a) When calculating the probationary period, absences of more than five (5) calendar days shall serve to allow the City to extend the probation period by the total number of workdays missed as a result of such absences.
(b) New employees must complete six (6) months in their position to be considered for promotion and transfer within their own division or work section.
(c) New employees must complete 12 months of continuous employment before being considered for promotion or transfer outside of their own division or work section unless they are the only qualified candidate and they have completed six (6) months in their position.

Section 3 – Seniority List. The City will maintain an up to date seniority list. A copy of the seniority list will be posted on the appropriate bulletin boards on April 1st and October 1st each year and include classification of each position. The names of all employees who have completed their probationary periods shall be listed on the seniority list, starting with the senior employee at the top of the list. If two (2) or more employees have the same last date of entry as a regular employee into a classification covered by this Agreement, their names shall appear on the seniority list alphabetically by the first letter or letters of their last names. If two (2) or more employees have the same last name, the same procedure shall be followed with respect to their first names. The City will provide a quarterly status report to the Association, which will include any changes of status or positions, and be submitted to the President and Vice President at the end of each calendar quarter.

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

(a) If they quit, retire or are justifiably discharged.
(b) If following a layoff for lack of work, they fail or refuse to notify the City of the intention to return to work within five (5) regularly scheduled working days after a written notice of such recall is sent by certified mail to the last address on record with the City, or, having notified the City of the intention to return to work, fails to do so within ten (10) regularly scheduled working days after such notice is sent.

(c) If they are absent for two (2) regularly scheduled working days without notifying the immediate supervisor or department head 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 they accept employment elsewhere while on a leave of absence (without having received prior written permission from the City and the Association) or does not return to work immediately following the expiration of the leave of absence, unless, in the latter

case, they present evidence satisfactory both to the City and the Association that it was impossible to return to work at the expiration of such leave.

(e) When they have been laid off for lack of work for a continuous period of time equal to their length of seniority in the collective bargaining unit covered by this Agreement up to a maximum of two (2) years.

Section 5 – Layoffs. When it becomes necessary to reduce the size of the work force, employees without seniority who are performing work of the type performed by bargaining unit employees shall be laid off in the following order: first, temporary part-time employees; second, temporary full-time employees; and third, probationary employees; provided always, that there are employees with seniority in the bargaining unit who are available and have the ability, after a break-in training period not to exceed thirty-five (35) regularly scheduled working days, to satisfactorily perform the principal duties and responsibilities of the job. The principal duties shall be defined in a thirty-five (35) day training plan developed by the supervisor and approved by Human Resources.

Thereafter, the City shall determine the job classifications within each department from which employees can be spared. Probationary employees in the affected classifications shall first be returned to their former job classifications and then the least senior bargaining unit employee in each affected job classification shall be the one removed therefrom, providing employees in the department with more seniority in the bargaining unit are available and have the ability, after a break-in or training period of thirty-five (35) regularly scheduled working days, to satisfactorily perform the principal duties and responsibilities of the job.

An employee involuntarily displaced from their position will be allowed up to two (2) bumps per occurrence. "Bumping" shall be defined as using seniority to assume a position that displaces another employee. An employee removed from their job classification may displace the least senior employee in a job classification in the department with an equal or lower maximum rate provided they have the ability, after a break-in or training period not to exceed thirty-five (35) regularly scheduled workdays, to satisfactorily perform the principal duties and responsibilities of the job. Under normal circumstances, the bumping procedure will occur as follows:

(a) Human Resources shall meet with the Association President and one Association representative to discuss the positions that are being proposed for elimination and the bumping procedure.

(b) The direct supervisor(s) shall notify the employee(s) within one (1) working day after Association notification. The employee will be afforded the time that day to meet with their Association President to discuss bumping options.

(c) The employee shall be allowed to review their personnel file to develop an updated resume. The employee shall meet with Human Resources and, if desired, the Association President within three (3) working days after they are notified.

(d) The displaced employee(s) will inform Human Resources in writing of their bumping choice within five (5) working days after being initially notified. This information should remain confidential until Human Resources notifies the potentially affected employee and their direct supervisor.

(e) Human Resources will notify the direct supervisor of the potentially bumped employee and the Association President of the displaced employee's first bumping choice within one (1) working day after the employee has submitted their choice in writing. The potentially bumped employee's supervisor will then notify the employee in this position that same day of the potential bumping.

(f) The originally displaced employee will meet with Human Resources, the supervisor, and, if so desired, the Association President within two (2) working days after Human Resources" contact with the potentially new supervisor to discuss the principal duties and the essential qualifications necessary for the position and to be successful in the 35-day training period.

(g) If the originally displaced employee appears to possess the qualifications as determined by the potentially new supervisor and Human Resources, the supervisor will schedule testing for the position no more than five (5) working days after this meeting if an established test exists. If the employee is determined by Human Resources and the supervisor to not be qualified, Human Resources will notify the employee within one (1) working day of this meeting as to the reasons why the employee is not qualified.

(h) If applicable, Human Resources and the supervisor will administer the established test.

(i) If the employee passes the test and/or is determined to be qualified to bump into the position, the supervisor, employee, Human Resources and, if so desired, the Association President, will meet to discuss the 35-day training plan.

(j) If the potentially affected Association member is displaced as a result of this bumping process, Human Resources shall notify the Association President and commence the bumping process for this employee beginning at Step B.

(k) Displaced employees shall be given first opportunity, regardless of seniority, to return to their original job if the job becomes available again within one-hundred-eighty (180) calendar days, or if it is reinstated in the following budget year.

The right to exercise a second bump will arise only if, in the opinion of the City, the employee has not, or will not, successfully complete the 35-day training period.

It is understood and agreed that the City shall not be required to offer a bump when, in the City's judgment, it is clear that the employee will not be able to satisfactorily complete the break-in or training period. The City's decision to deny a bump is a proper matter for the grievance procedure.

(a) If it necessary to eliminate a job classification or reduce the number of occupants of a job classification in a department in other than a general City-wide situation, probationary employees in the affected classification shall first be returned to their former job classification and thereafter, employees will be displaced from the job classification in the department in accordance with the procedures outlined above. The Association shall be promptly notified in writing of any such proposed reduction or eliminations.

(b) In the case of a layoff as provided in this section, the Association's grievance chairperson and the Association's President shall have top seniority in the collective bargaining unit covered by this Agreement. It is understood and agreed that this provision shall not apply until such time as the affected employee's regular seniority in the collective bargaining unit covered by this Agreement shall subject them to layoff and then only if the employee has the ability after a break-in or training period of not to exceed thirty-five (35) regularly scheduled working days, to satisfactorily perform the principal duties and responsibilities of the available job.

Section 6 – Recall. When recalling employees to work following a layoff, the senior employee on layoff status who has the then present ability to satisfactorily perform the available work with simple instructions, but without a break-in or training period, shall be the first to be recalled to such work. If there are no employees on layoff status who have the then present ability to satisfactorily perform the available work with simple instructions, but without a break-in or training period, and the available work is of such a nature that an employee should be able to learn to perform such work with a reasonable break-in or training period, the senior laid off employee in the bargaining unit who has the requisite physical ability to perform the work, and the special qualifications that may be required for the performance of the work and appears to have the mental ability to satisfactorily perform the work, shall be the one recalled and given a reasonable amount of break-in and training. If, under this section, there are no laid off employees who qualify for recall, then the City shall be free to hire new employees to perform such work.

(a) If an employee is given a reasonable break-in and training period as above provided and demonstrates during such break-in and training they are unable to satisfactorily perform such work, they shall then be returned to layoff status and not again be eligible for recall to work until work is again available in their own job classification to which seniority entitles them.

Section 7 – Filling Vacancies. When it is necessary to fill a new, regular (full-time or part-time) vacancy, notice of such vacancy along with a statement of any special qualifications required for the performance of the job, shall be posted on the appropriate bulletin boards referred to in Section 2 of Article XVII of this Agreement for a period of five (5) regularly scheduled working days, during which time employees may bid for such job or vacancy by presenting to the Human Resources Office a written, signed notification of their desire to so bid. From among those employees who bid therefore, the job or vacancy shall be filled on the basis of ability, and

seniority. If an employee, upon returning from vacation, discovers a vacancy has been posted during the previous fourteen (14) calendar days, said employee may, on the day of their return to work, send a bid letter to the Human Resources/Labor Relations Director who will ensure that the interviewing supervisor receives said bid for employee selection consideration.

(a) The bidding employee within the bargaining unit who is able to perform the job, who has the required qualifications as listed in the current job description and has had the most appropriate experience or training, who has satisfactory work habits and who appears to have the ability to satisfactorily perform the work involved shall be awarded the job. In determining whether an employee appears to have the prerequisite requirements, reference will be made to such employee's Human Resources personnel file and documented work history and experience in the area of the posted job requirements and whether the job applicant is capable of satisfactorily passing a test if applicable, designed to reveal the essential knowledge and ability necessary to perform the job duties involved.

(b) Disciplinary action will not be considered for the purposes of promotion and bidding unless it was issued within the past one (1) year or if it was a violation of any item under Section I of the Guidelines for Acceptable Personal Conduct (Appendix B).

(c) When all of the requirements specified above are satisfied on a relatively equal basis among the top applicants, preference shall first be given based upon seniority. Exception shall be made when a downward or lateral bid is from an employee whose job is being eliminated or who is being displaced from their job classification. Bids from such individuals will be given preference over other bidders if they satisfy the minimum requirements for the position. If only one qualified applicant remains for the position, the interview process may, at management's sole discretion, be waived and the candidate be awarded the position.

(d) If there are no bidding employees who possess the requirements specified in Subsection A above, then the vacancy may be filled by hiring new employees, provided that the new employee passes the same test referenced in Subsection A above.

(e) It is the policy of the City of Kalamazoo that in the workplace no City employee shall directly or indirectly supervise a spouse, parent, child, brother, or sister. Any employee who is directly or indirectly supervised by a spouse, parent, child, brother, or sister as of the effective date of this policy (May 16, 1994) may remain in their current position.

(f) In the event that a relationship as defined in Subsection E above is created within the same department, then one (1) of said employees shall, within thirty (30) calendar days, move to a position outside of said department or an exception shall be granted by the City Manager. Failure to fully comply with this provision shall result in the immediate termination of one or both employees at the sole discretion of the City. The provisions of this subsection and Subsection E above shall be construed as being amended to

automatically adopt any less stringent requirements which may be contained in an ordinance or policy adopted by the City.

(g) If a vacancy occurs and the City determines that the position need not be posted or filled immediately, it will so advise the Association in writing within forty-five (45) calendar days of the date the position became vacant and schedule a special meeting with the Association to discuss the position and provide in writing reason(s) for not filling the position and how the duties will be distributed.

(h) Employees who failed a test for a posted position shall be allowed to re-take the test if the position is re-posted or remains unfilled for ninety (90) days. Tests that measure speed and accuracy for work processing or data entry can be re-taken after thirty (30) days.

(i) If a position has been posted and remains vacant for one-hundred and twenty (120) calendar days, the City will update the Association in writing on the status of the position by the 130th calendar day. If the City determines that the position need not be posted or filled immediately, the City will provide the Association, in writing, the reason(s) for not filling the position and how the duties will be distributed. When the City determines that the position shall be filled, the position shall be reposted.

Section 8 – Trial Period. When an employee is awarded a job under the provisions set forth in Section 7 of this Article, they shall receive a reasonable trial period not to exceed ninety (90) regularly scheduled working days. The purpose of the trial period referred to herein is to give the City an opportunity to observe the employee at work in such classification and form an opinion as to whether the employee appears to demonstrate an ability to develop the knowledge and skills required to satisfactorily perform the job duties. During this ninety (90) day period, the employee may be removed from the position at any time they demonstrate that they are or will be unable to satisfactorily perform the requirements of the job. If so removed, the employee shall be returned to the last job classification they had regularly occupied. When calculating the trial period, absences of more than five (5) workdays shall serve to allow the City to extend the trial period by the total number of workdays missed as a result of such absences.

(a) Any employee awarded a job under Section 7 above shall not be awarded another job under said Section during the next succeeding six (6) months, unless the job is a higher level position within the employee's own (current) department, or the prohibition- is waived by the employee's current and prospective department heads. However, if an employee is the only qualified applicant, they shall be considered for award of a promotion before hiring from the outside.

(b) Any employee who is removed from a job classification which they bid into or which they have transferred into because of the inability to perform the requirements thereof, as above provided, shall be ineligible to bid or transfer to another job during the six (6) month period following the date of the setback.

(c) When an employee is awarded a job under the provisions set forth in Section 7 of this Article, they shall be provided a training plan within the first five (5) working days of the start of their position specifying the topics to be covered, the estimated length of time for the training plan and the proposed trainer(s).

Section 9 – Temporary Transfers. The City shall have the right to temporarily transfer employees irrespective of their seniority status, from one job classification to another within the bargaining unit to cover for employees who are absent from work due to illness, accident, vacations or leaves of absence for the period of such absences. The City shall also have the right to temporarily transfer employees within the bargaining unit, irrespective of their seniority status, to fill jobs or temporary vacancies and to take care of unusual conditions or situations which may arise for a period not to exceed ninety (90) calendar days.

The City also has the right to place an Association member into a non-union position on an acting basis. If the employee is in the acting non-union position for more than ninety (90) calendar days, the City will notify the Association, in writing the reason(s) for the continue transfer and how Association work is being distributed.

(a) It is understood that employees shall be considered temporarily transferred into a position when that employee is performing the distinctive duties and responsibilities of the position into which the employee is temporarily transferred.
(b) Employees who are assigned to work in a higher paid classification within the bargaining unit shall be paid at the step rate that most closely equates to, but does not exceed 5% increase in the higher classification as they are in their current classification immediately upon beginning work on such an assignment.
(c) It is understood and agreed that any employee temporarily transferred in accordance with the provisions of this section, shall not acquire any regular title or right to the job which they are temporarily transferred but shall retain their seniority in the regular classification from which they were transferred.

Section 10 – Continuation of Seniority. Any employee who is promoted from what is now the bargaining unit to a supervisory or non-union position shall retain and continue to accumulate seniority while they remain on such job for a period of one (1) year. After such one (1) year period, all bargaining unit seniority rights shall be terminated. If such employee is removed from their management or non-union position with the City for any reason other than discharge for a reason considered valid under this Agreement, they shall be allowed to return to any vacant bargaining unit position for which they are qualified.

ARTICLE VII – LEAVES OF ABSENCE

Section 1 – Personal Leave of Absence. The City may grant a leave of absence for personal reasons of not to exceed thirty (30) calendar days without pay and without loss of seniority to an employee who has completed the probationary period provided, in the judgment of the City, such employee can be spared from their work.

Section 2 – Disability Leave. An employee who because of illness, accident or pregnancy is physically unable to report for work shall be placed on a leave of absence for the duration of such disability, but not to exceed twenty-four (24) consecutive calendar months. An employee who desires a medical leave of absence must promptly notify the City of the necessity therefore, and supply the City with a certification from a medical doctor of the necessity for the leave of absence and the continuation thereof when the same is requested by the City.

(a) The City may require an employee to submit to a medical examination at such times as it has reason to believe that the employee is either physically or mentally unfit to perform all of their job duties. The examination shall be paid for by the City and shall be made by a licensed physician designated by the City. Should the medical examination reveal the physical or mental unfitness of the employee involved to perform all of their duties, then the employee may be placed on a medical leave of absence by the City. If the employee believes that they are not physically or mentally unfit to perform all of the duties, then the matter shall be subject to resolution under the grievance procedure.

(b) If a medical leave of absence is requested, the employee must have used all available sick leave before the leave will be granted.

Section 3 – Military Reserve Leave. Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purposes of fulfilling their annual field training obligations. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of their orders. Employees who are ordered to report for annual field training 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 therefor and what they would have received from the City had they worked during such period. The compensation thus paid by the City shall not exceed the difference in pay for a period of two (2) weeks (ten regularly scheduled working days) in any one calendar year.

Section 4 – Regular Military Leave. A full-time employee who enters the military service by draft, enlistment, or as described in Section 3 above 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 Uniformed Services Employment and Re-Employment Rights Act and any other applicable laws and amendments then effective.

Section 5 – Jury Duty. An employee who has completed six (6) months of continuous service since their last hiring date and who is summoned and reports for jury duty, as prescribed by applicable law, for each day on which they perform jury duty and on which they otherwise would have been scheduled to work for the City shall be paid the difference between what they receive from the Court as daily jury duty fees and what they would have earned from employment with the City on that day.

The City's obligation to pay an employee for jury duty as provided herein is limited to a maximum of sixty (60) days in any calendar year. In order to receive the payment referred to above, an employee must give the department head prior notice that they claim such payment. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

Section 6 – Serving as a Witness. An employee who is subpoenaed as a witness in a legal matter (except where the employee is an "expert witness" for another party litigant or where the employee is a party litigant) shall be paid for such time as they necessarily lose from regularly scheduled work while appearing as a witness in the amount of the difference between what they are paid as a witness and what they would have earned from the City on that day.

Section 7 – Critical Illness and Bereavement Leave. Regular employees who have attained seniority status and who furnish proof satisfactory to the City that a critical illness exists or a death has occurred within their immediate family may use paid leave, subject to the following limitations:

(a) Paid critical illness leave shall be available when a critical illness threatens the life of the employee's then current spouse, the employee's child or parent, or parents-in-law or a person for whom the employee is the legal guardian. Such paid emergency leave shall be granted for the amount of time reasonably necessary up to a maximum of three (3) regularly scheduled working days at any one (1) time.

(1) Critical illness is: defined as any life-threatening condition that requires pharmacological and/or mechanical support of vital organs without which death would be imminent. Paid leave for critical illness of a member employee's immediate family shall be available only in case of such illness on the part of the employee's current spouse, employee's child (including step child), parent, parent in-law, step-parent, brother, sister, step-sibling, grandchild, legal guardian or a child for whom the employee is in loco parentis, and shall be granted for a period of up to but not exceed three (3) regularly scheduled working days at one time. Extensions may be granted on a case-by-case basis with communication from the employee and approval from Human Resources/Labor Relations Director. This critical illness shall not be counted as an occurrence.

(2) On a case-by-case basis, leave may be granted if the relative must report to a medical facility on an immediate, non-appointment basis because of a critical condition and if it is necessary that the employee accompany the relative.

(3) Non-critical situations involving a relative, but which require the presence of the employee may be covered by the employee's use of available sick leave.

(b) Paid bereavement leave for the death of a member of an employee's immediate family shall be available for hours necessarily lost from scheduled work in the event of the death of the employee's then current spouse, the employee's child or a person for whom the employee is a legal guardian, parent, brother, siter, aunt, uncle, grandchild, grandparent, grandparents-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, step-parent, step-sibling, step-child (provided they resided in a parental relationship for at least six (6) months), aunt or uncle.

(1) In the event of a step-sibling or aunt or uncle's death, one (1) day of funeral leave will be permitted. Relatives other than those herein designated shall not be considered members of the immediate family for the purpose of this subsection.

(2) Paid bereavement leaves under this subsection may be allowed for up to three (3) consecutive regularly scheduled working days if the service subsequent to such death occurs within a radius of three hundred (300) miles of Kalamazoo, or up to five (5) consecutively regularly scheduled working days if the service subsequent to such death occurs beyond three hundred (300) miles from Kalamazoo.

(3) The employee will not be required to attend a formal funeral service to be eligible for bereavement leave pay, but management may request verification in cases where the employee must travel over 300 miles. Time off under this section must be used within 30 calendar days of the death unless otherwise approved by the department director.

(c) In order to be eligible for such paid leave, an employee must notify their immediate supervisor as soon as practicable after becoming aware of the need for the leave.

Section 8 – Approval. Leaves of absence referred to in this Article must be applied for in writing by the employee and approved in writing by the department head and the Human Resources/Labor Relations Director in order to preserve the employees job rights during such leave. If an employee is on an unpaid leave, layoff or disciplinary suspension, any of which lasts more than fifteen (15) consecutive calendar days, the employee has the choice of continuing health, life and dental insurance benefits or having them canceled. If the employee chooses to continue coverage, they must at the beginning of the absence, execute the proper form at the Human Resources Office agreeing to be responsible for paying the cost of the health, dental and life insurance premiums and that such amount may be deducted from any compensation due from the City. Additionally, the employee shall not accrue sick leave and vacation benefits and the longevity benefit shall be prorated or reduced by 1/12 for each month that the employee is on unpaid status for more than one-half (1/2) of the workdays that would have been available to the employee had the unpaid absence not occurred.

(a) Notwithstanding the above, the City shall continue its regular payments for the insurance coverage and there shall be no vacation or longevity proration for the first fifty-two (52) weeks of a medical leave due to an injury compensable under the Michigan Workers Disability Compensation Act, or a jury duty leave. For example, if an employee were on workers' compensation for eight (8) months in one year, they would use up eight (8) months of credit and receive a full longevity check and accrued full credit for vacation that year. In subsequent years, they would have a total of four (4) months of credit remaining for the same injury before the pro rata longevity and vacation calculation goes into effect.

Section 9 – Family and Medical Leave Act of 1993 ("Act"). The Association has no objection to the City's current Family and Medical Leave Act policy. Nothing in this Agreement shall diminish an employee's or the City's rights under the Family and Medical Leave Act.

Section 10 – Excused Absences. Absences from work must be on an approved Leave of Absence under Article VII, approved vacation under Article XIII, or paid sick leave under Article XV.

ARTICLE VIII – HOURS OF WORK

Section 1 – Normal Work Schedule. The normal workday shall consist of eight (8) hours for those employees who are scheduled for a five (5) day work week. Ten (10) hours of work shall constitute a normal day's work for those employees who have been approved for a four (4) day work week. The normal work week shall consist of forty (40) hours, Wednesday through Tuesday, both inclusive. However, nothing contained herein shall be construed as a guarantee of eight (8) or ten (10) hours of work per day or forty (40) hours of work or pay per week.

(a) It is understood and agreed that of necessity the workweek for some positions will vary from the normal schedule.
(b) Each supervisor may, at their discretion, schedule all or a portion of its employees with flex hours with the written approval of the Human Resources Department and notification to the Association, provided that said schedules do not adversely affect the level of service being rendered by the department, and the normal office hours of the department are maintained. Employees working a flex schedule shall not qualify for overtime as per Article IX, Section 6, for hours worked in excess of eight (8) hours in a day.
(c) When an employee's schedule is impacted by work-related events (conferences, seminars, serving as a witness) that are more than one day in length, that employee's schedule shall revert to five (5) days of eight (8) hours.

Section 2 – Work Week. For the purpose of this Agreement, the week shall begin at midnight Sunday night and the day shall be a calendar day. However, any shift that starts work prior to

midnight and continues until after midnight shall be considered as having been worked in its entirety on the day on which the shift started.

Section 3 – Shifts. For those operations scheduled for dayshift operations only, the normal starting hours shall be at 7:30 a.m., 8:00 a.m., or as specified by the Department Head or designee and shall continue for the employee's regularly scheduled workday, excluding a one (1) hour or one-half (1/2) hour unpaid lunch period at or near the midpoint of the shift, at the discretion of the supervisor. It is understood and agreed that of necessity the working hours for some positions will vary from the normal schedule. Prior to a work schedule being permanently (more than thirty [30] days) changed, the City shall give written notice to the Association and, if requested within fourteen (14) calendar days, meet with the Association to discuss the necessity for the shift change.

(a) From Memorial Day up to Labor Day each department may schedule all or a portion of its employees to work a "Summer Hours Schedule" with the written approval of the Human Resources Department, provided that such schedule does not alter the current level of service being rendered by the department and that the normal office hours of the department acceptable to the City are maintained.

Section 4 – Break Periods. Employees 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. It is understood and agreed that the timing of the break period may vary depending upon 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 employees to take a break period until the urgent aspect of the job then being performed has been completed. The break period may not be used to cover an employee's late arrival to work.

(a) Employees shall be required to be ready to start work at the start of their shift and shall be required to remain at work until the end of their shift except as above provided and except for the unpaid lunch period referred to in Section 3.

Section 5 – Overtime Provision. Except in cases of emergency or extreme need, the City will endeavor to give the employees involved ample notice of available overtime. In the event that the regular employee in the position has requested and been granted approved leave, overtime shall be offered by seniority within the job class, but if no volunteers are found it shall be assigned to employees in rotation, beginning with the lowest senior employee. Overtime will also be required under certain circumstances as provided in Subsection C.

In lieu of monetary overtime compensation, an employee may elect to take compensatory time off (comp time) at a rate of one and one-half (1 ½) hours for each hour of overtime worked. The election for comp time by the employee must be approved by the employee's supervisor and declared when the overtime is assigned. Beginning September 7, 2011 comp time hours may not exceed sixty (60) regular hours (90 at time and one-half) for any employee at any given time. Effective January 1, 2013 comp time hours may not exceed eighty (80) regular hours (120 at time

and one-half). Use of comp time must be approved by the supervisor. Comp time banks shall be paid out at the employee's current rate of pay upon termination of employment or when an employee transfers or promotes to another position.

A. After agreeing to work overtime, or after being required to work overtime as provided in Subsection C, an employee who fails to work such overtime hours without permission of the City shall be subject to disciplinary action. In addition, the City may replace such employee with any other bargaining unit or non-bargaining unit employee for such overtime period.

B. The City will endeavor to equalize the opportunity to work overtime among the employees within the job classification where the work occurs who are capable of satisfactorily performing the required work. Such endeavor shall include the posting and maintaining of a list in each department showing the number of overtime hours worked and the dates on which they were worked for each employee in that department. For the sole purpose of maintaining this list, overtime refused by an employee and overtime an employee fails to work after agreeing or being required to work, shall be considered as time worked.

C. Overtime work will be required of some employees when, because of an Act of God or other emergency situations, or to take care of important, demanding, or pressing situations and projects, immediate attention is necessary.

ARTICLE IX – WAGES

Section 1 – Rates. The labor grades, job classifications and the applicable rates of pay therefore are set forth in Appendix A, attached hereto and by this reference made a part hereof. The scales of wages set forth in Appendix A of this Agreement are minimum scales and do not prohibit the City from assigning a higher rate, not to exceed Level Six of any pay group when hiring new employees. Retroactive wage payments shall be made only to those eligible employees still employed at the time this Agreement is ratified by the KMEA and approved by the City Commission.

Section 2 – Position Descriptions. The City agrees to maintain an up-to-date position description for all positions within the bargaining unit.

(a) The City agrees to provide the Association with a copy of all such current position descriptions upon request and all such new and revised position descriptions immediately upon their issuance.

(b) Within thirty (30) calendar days following the Association's receipt of a new or revised position description, the City agrees, if so requested by the Association President in writing, to meet and confer with appropriate Association representatives, not to exceed three (3) in number, for the purpose of discussing any alleged inaccuracies in such descriptions.

(c) The final judgment as to the content of the position descriptions shall rest solely with the City.

Section 3 – Request for Reclassification Study. Employees shall have the right to request a study of the pay group classification of their then current position, provided that such request is filed in writing with the Position Description Questionnaire and Job Reclassification form with the employee's Department Head or their designee's signature. After review by the Department Head the request shall be forwarded to Human Resources/Labor Relations Director or designated representative, and provided further that the City shall, in its sole judgment, decide whether such study will be conducted based upon the desirability and necessity therefor. The criteria required for a job study will be available upon request from the Human Resources Department. The request for reclassification will have a 90-day time limit. In addition, if the reclassification is denied, an appeal process will be given to the employee with notice to the Human Resources/Labor Relations Director. A response will be given to the employee within a 10 business day notice period. If the reclassification is approved, the salary will be retroactive to the date of the original date of the request.

(a) Should such study not be undertaken, the Association and the employee who filed the request will be informed in writing as to the reasons by the Human Resources/Labor Relations Director or designated representative.

(b) Should such study be undertaken and result in no change or a downward change in pay group classification, the Association and the employee who filed the request will be informed in writing as to reasons by the Human Resources/Labor Relations Director or designated representative.

A. **New Classification:** If the Employer establishes a new job classification within the bargaining unit, the rate of pay for the new job classification shall be determined by the City. The City will then advise the Union of the new job classification, its general job description or assignments, and the rate of pay determined by the City. In the event the Union does not agree with the rate of pay established by the City, the parties' respective Bargaining Committee will meet to negotiate the rate, and further, if an impasse in bargaining is reached, it will be referred to the grievance procedure for disposition.

B. **Classification Modification.** If the City modifies an existing classification by introducing new equipment or requiring additional skills and/or responsibilities, the following shall apply:

(a) The Employer reserves the right to determine the content, duties, and responsibilities and qualifications of jobs, and it may from time to time modify or amend job descriptions.

(b) Whenever a job description is modified or amended, the Employer will provide a copy of the new job description and a copy of the previous job description to the Union President at once. The following procedure will apply when the Employer

amends the job description, including but not limited to duties and qualification: whenever the qualifications of a classification are changed, employees who are employed in the position at the time that the job qualifications are modified will be considered as having those qualifications and will be retained in the modified position. Any departmental employee (not program specific) who was employed by the Employer prior to the Employer modifying the qualifications of any position in the bargaining unit, will be required to meet the qualifications of the immediately previous job description for such position.

(c) The Employer may amend or modify the duties or responsibilities associated with a job, as stated above. However, if in the opinion of the Union the modification so changes the nature or character of the job that the job no longer fits an existing classification, then the procedure described under Section 3, Part A New Classification, above, will be followed for establishing pay rates. Any reclassification will not result in loss of pay by an employee in the classification affected.

(d) Where the parties cannot agree whether an amended or modified job description has been so altered, then the following procedure shall be followed:

(1) If the grievance results in a determination through arbitration that the amended or modified job description does not create a job that warrants a pay change, then the Employer may maintain the established pay rate without further obligation to or recourse by the Union or its members.

(2) If the grievance results in a determination through arbitration that the amendment or modification has created a job that warrants a pay change, then the parties shall negotiate to establish a pay rate for the position.

(3) If the parties are unable to agree on a new pay rate, then a pay rate may be established through the grievance/arbitration procedure.

(e) It is agreed that all grievances or arbitrations under the above paragraph shall be governed by the following principles:

(1) Where the parties agree that an amended or modified job constitutes a different job that warrants a pay rate change, but they are unable to agree on an appropriate rate of pay, an arbitrator may establish the pay rate.

(2) In the event the arbitrator determines that a different job has been created, he shall order the parties to bargain over the pay; but he shall also retain jurisdiction. In the event the parties are unable to agree on a pay rate, either party may notify the arbitrator to reconvene the hearing to determine the pay rate.

(3) In all decisions concerning pay rates, the arbitrator shall be limited to accepting the last best offer of one of the parties; but he shall have no authority to compromise between the respective last best offers. Any new pay rate will be retroactive only back to the date the formal grievance procedure was invoked.

(f) The Employer shall notify the Union prior to reclassifying any employee and discuss the reclassification with the Union so that a joint determination may be made as to the posting of the position or, if it is a reclassification, as provided above. The Employer shall attempt to provide the Union with one (1) calendar month of notice before a reclassification or pay change occurs.

Section 4 – Creation of New Jobs. If, during the life of this Agreement, a new job is created or a substantial or material alteration in job content is affected by the City in an existing job classification, the City shall establish a rate of pay and the requirements therefore and shall promptly notify the Association in writing of the alternations and the City's decision. If, during a period of forty-five (45) calendar days after the establishment of the new job classification or alteration in job content of an existing job, the Association desires to question the adequacy of the rate of pay established for such job classification, it may submit a demand to bargain regarding the contested rate of pay and written justification denoting the basis of why the Association contests the rate of pay. If no demand to bargain is submitted within the forty-five (45) calendar day period, the rate of pay thus established by the City shall become regular.

Section 5 – Fair Day's Work. It is understood and agreed that in return for the wages, fringe benefits and working conditions specified in this Agreement, employees shall be required, as a condition of continued employment, to render a fair day's work for the City.

Section 6 – Overtime Computations. For those employees who have been specifically authorized by their department head or their designee to work overtime, time and one-half their regular rate of pay shall be paid for all work performed in excess of forty (40) hours per week.

Employees will be paid for time worked in excess of forty (40) hours per week, however, the employee must be authorized to work the overtime by the department head or their designee prior to each instance in which such work if performed. If the employee works in excess of forty (40) hours per week but did not receive authorization, the employee will be paid for the time worked, however, the disciplinary process will begin.

(a) For the purpose of determining the point at which time and one-half shall be paid for work performed in excess of forty (40) hours in a work week, any day occurring prior to forty (40) hours in the work week for which the employee received pay (namely, paid vacation, paid holiday or paid sick leave) although unworked shall be counted as time worked to the extent of the number of hours of pay received by the employee for such day.

(b) If special training is required by State or federal law and/or when an outside trainer is hired by the City to conduct scheduled training, and it is necessary to have certain off-duty employees attend the training, for those employees the overtime shall be mandatory when the City gives said employees five (5) days notice of such scheduled training.

Section 7 – Minimum Increase on Promotions. When, through the bidding procedure, an employee is promoted to a job for which the maximum of the rate range is greater than the maximum of the rate range for the regular job classification from which they bid, such employee, upon being awarded such job, shall be advanced to the nearest pay range step in the job classification for which they bid which will result in an increase in their salary of not less than One Thousand Eight Hundred Dollars ($1,800.00) per year, and thereafter shall be governed by the pay range increments set forth for such job in Appendix A attached hereto.

Section 8 – Moving to Lesser Paying Job. When, through the bidding procedure, an employee voluntarily elects to bid for and is awarded a job for which the maximum of the rate range is less than the maximum of the rate range for the regular job classification from which they bid, such employee shall be paid at the same step in the new classification that they occupied in the former classification. When an employee is placed in a lower rated job classification due to a layoff or a bid resulting from the employee's job being eliminated, they shall continue to be paid the rate of pay received on the job from which they bid or was removed or the maximum of the rate range of the job onto which they were thus placed, whichever is the lesser, and thereafter shall be governed by the pay range increments set forth for such job in Appendix A attached hereto.

Section 9 – Removal from a Job. If an employee becomes disabled and is, as a result thereof, unable to satisfactorily perform the duties of their classification, the City shall have the right to place the employee in any vacant job classification which the employee has the ability to satisfactorily perform, subject to satisfactory completion of the trial period set forth in Article VI, Section 8, notwithstanding any provision in the job bidding procedure to the contrary. With the approval of the Association, an employee who has not suffered a disability, but is unable to satisfactorily perform the duties of the classification, may be assigned to a vacant job classification with an equal or lower maximum rate, notwithstanding any provisions of the job bidding procedure to the contrary. The City shall have no obligation to offer such assignments and application of this section will be limited to employees who have made a consistent good faith effort and otherwise have a satisfactory work record.

(a) In the event of such reassignment, the employee shall be placed at the same pay range step in the new classification and the wage rate not increased unless and until the rate for the applicable step exceeds their then current rate. In no event shall an employee receive less than the rate received in their classification, unless they are assigned to a job in a pay group whose maximum rate is less than was the employee's rate in such previous classification in which case said employee shall receive the maximum rate for the job to which they are assigned.

Section 10 – Premium Pay for Overtime. An employee who is called in to perform work at a time other than that for which they had previously been scheduled shall receive a minimum of three (3) straight time hours of pay or premium pay for the hours actually worked, 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 three (3) hours prior to the start of their shift but who continue to work their regular shift thereafter. However, the City agrees not to shorten the employee's regularly scheduled shift to avoid paying premium pay.

Section 11 – Reporting Pay. An employee who reports to work at the start of their own regularly scheduled shift and is sent home because of a lack of work, shall receive two (2) hours of pay for so reporting, at the rate they would have received on their own job. If such employee is put to work, they shall be guaranteed a minimum of two (2) hours of work or two (2) hours of pay at the rate they would have received on their own job in lieu thereof. This reporting pay provision shall not apply when the failure to have work available for such reporting employee is due to causes beyond the control of the City, provided the City has made a reasonable effort, under the circumstances, to advise the employee in advance that there would be no work, nor shall it apply when the employee is offered work for such two (2) hour period and they refuse to perform the same.

Section 12 – Hours Lost from Scheduled Work. In the event the City directs certain employees not to report for work due to weather conditions, power shortages, or other conditions beyond the control of the City, such employees shall be allowed to charge hours lost from regularly scheduled work against their accumulated days of paid vacation, paid floating holiday or paid personal leave or to the extent deemed practicable by the City, be allowed to make up hours lost from regularly scheduled work by working overtime hours.

Section 13 – Shift Premiums. Employees who are scheduled for work and work the second (afternoon) shift shall receive a shift differential of thirty cents ($.30) per hour above their regular hourly rate of pay. Employees who are scheduled for and work the third (night) shift shall receive a shift differential of forty cents ($.40) per hour above their regular hourly rate of pay.

Section 14 – Group Leader. For the period of time during which an employee is designated by the City as being a group leader, they shall receive a premium of two dollars and twenty-five cents ($2.25) per hour, which shall be added to their base hourly rate. It is understood and agreed that an employee will not be designated as a group leader unless they regularly direct the routine assignment of work among other employees or provides training as described in Section 15. The designation of group leader may be withdrawn at any time by the City when, in its judgment, the employee is no longer performing the responsibilities of a group leader.

Section 15 – Trainer. When Association members are asked to perform training duties, they must accept the assignment and the City shall define the training plan, an estimated length of time and subjects to be covered. Each trainer shall receive a premium of two dollars and twenty-five cents

($2.25) per hour, which shall be added to their hourly rate. The designation of trainer may be withdrawn at any time by the City when, in its judgment, the employee is no longer performing the responsibilities of a trainer. Training the new employee will be on an as needed basis when approved by the supervisor.

Section 16 – Higher Paid Classification. Employees who are assigned to work in a higher paid classification shall be paid the appropriate rate in that classification beginning immediately at the rate of $1,800.00 (.86 cents/hour).

Section 17 – Translating. Employees who are assigned a temporary task of translating or interpreting a foreign language for the City shall be paid an additional $2.25 per hour, which shall be added to their hourly rate while performing that task. The assignment of translating or interpreting shall be at the discretion of the Division Head and any Association member employed in a position that is classified at a higher rate of pay due to the requirement of translating and interpreting as part of the job description shall not qualify for the $2.25 premium.

Section 18 – Employee Pay. Effective January 1, 2014, all current and future employees will participate in the City's Payroll Direct Deposit Program or receive the use of a payroll card to be selected by the City. Any fees associated with the use of the payroll card will be paid by the employee. Employees utilizing direct deposit will be required to provide the City with a written authorization specifying the financial institution and account to which their pay is to be deposited. This direct deposit authorization will remain in effect until withdrawn or modified in accordance with the City's direct deposit enrollment procedures as the same may be changed from time to time. Employees are not normally permitted to change the selected method of payment more than one time each calendar year.

ARTICLE X – PENSION

Section 1 – Program Provisions. The City agrees, for the life of this Agreement, to maintain its present pension program on the same basis and under the same conditions as prevailed immediately prior to the execution of this Agreement, except in the following regards:

(a) Effective January 1, 2001, the employees' pension contribution is 1%.

(b) The employee's mandatory contribution of 1% shall be made to a deferred compensation program chosen by the Employer. The employee may contribute additional monies to deferred compensation, with the City contributing .5% for every 1% contributed by the employee up to a maximum contribution by the City of 1%. The Employer match only applies after the full employee contribution has been made. The "multiplier" factor for KMEA employees shall be 2.1% effective January 1, 2008.

(c) If the City's actuary determines that City contributions on behalf of the KMEA bargaining unit are again needed, employees will be required to increase their 1% contribution to

cover half of the total increase, up to a maximum employee contribution of 2%, the first .5% coming from the employee's deferred compensation contribution. This would decrease the employee's deferred compensation contribution from 1.00% to .5%.

(d) Employees retiring from the City during the term of this Agreement will qualify for a 1.5% post-retirement adjustment (PRA), compounded annually and will be implemented January 1, each year commencing one (1) year after employee retires at any time after age 63, or upon the retiree's 64th birthday if they retire prior to age 63. The first year of eligibility will be prorated. The PRA applies to all forms of retirement (as defined per the City of Kalamazoo pension ordinance) except deferred retirements (as defined in the pension ordinance 2-239).

(e) Effective January 1, 2002, the PRA described above shall increase from 1.5% to 2.0% when the retiree reaches age 75.

(f) Effective upon ratification, pension credit for part-time employees will be prorated; any current part-time employees will be grand parented.

(g) Effective January 1, 2002, employee's years required for vesting is reduced from 9 years to 8 years. Employees hired after January 1, 2009 will require 10 years of service for vesting.

Section 2 – General Provisions. The City agrees to the following:

(a) Each employee shall be provided with an annual report setting forth the total amount of the employee's contributions to the pension program including interest.

(b) KMEA employees have been qualified for eligibility under Section 414H-2 of the Internal Revenue Code.

(c) Effective upon Association ratification of this Agreement and City Commission approval, the City will provide the same medical coverage as active employees including the prescription drug benefit for the retiree and the retiree's spouse when an Association member retires at age 57 with 25 years of service or between the ages of 60 and 65 to the date of Medicare eligibility. At Medicare eligibility both the retiree and spouse shall be provided the health care coverage as a supplemental plan to Medicare parts A and B, including the prescription drug benefit. At the time of the retiree's death, the retiree's surviving spouse will have continuing coverage for a period of twelve (12) months. Beyond that time period, the spouse may continue group insurance totally at their expense. When an employee retires before age 57 the City will provide the same medical insurance outlined above for the retiree only (not for the retiree's spouse). All persons (retirees and spouses) eligible for insurance under this section will pay the same amounts and increases as the active employees, with a maximum monthly payment of 50% over the amount paid in the last month of active employment.

Effective for retirements December 1, 2017 and later, all persons (retirees and spouses) eligible for insurance under this section will pay the same amounts and increases as the active employees with a maximum monthly payment of 75% over the amount paid in the last month of active employment.

Effective for retirements July 1, 2020 and later, 75% shall be increased to 80%.

As an alternative to enrollment in Medicare and the City of Kalamazoo health care plan, the City may require enrollment in a Medicare Advantage Plan of its choice. Such plan shall provide an overall better coverage to the individual when compared to Medicare Parts A and B and the City of Kalamazoo health plan as described above. The retiree will continue to pay their regular monthly contribution for health care coverage, including the monthly premium cost of Medicare Parts A and B; however, the City will pay any additional monthly premium of the Medicare Advantage Plan.

(d) Any FOP/KMEA represented employee who retires January 1, 2018 or later and who subsequently waives retiree and or spouse medical insurance coverage described above will not be allowed to later re-enroll in such coverage.

(e) Retiree Health Care Savings Program (RHCSP). Employees hired after 6/01/2009 will not be eligible for the City's health insurance plan in retirement. Employees hired after 6/01/2009 will be enrolled in a Retirement Health Care Savings Program. The City will contribute $75.00 per bi-weekly pay period ($1,950 per year) to the account pre-tax. The vesting schedule shall occur as follows:

(1) Less than ten (10) years of service with the Employer; zero (0%) percent vested in their account value.

(2) Ten (10) years of service with the Employer; fifty (50%) percent vested in their account value.

(3) Eleven (11) years of service with the Employer; fifty-five (55%) percent vested in their account value.

(4) Twelve (12) years of service with the Employer; sixty (60%) percent vested in their account value.

(5) Each additional year of service with the Employer gains five (5%) percent vested in their account value.

(6) Twenty (20) years of service with the Employer; one hundred (100%) percent vested in their account value.

(f) Voluntary Election of the RHCSP. Employees hired prior to September 7, 2011 may voluntarily elect in writing to waive participation in the Retiree Health Care Benefits described in Subsection C, Employee Coverage and Contributions above, in favor of

participation in the RHCSP. Once made by the employee, such decision will be non-revocable by the employee. Employees who make this election:

(1) Will beginning on the approval date of their written election, receive an Employer contribution of $115.00 per bi-weekly pay period to a maximum annual contribution of $2,990.00.

(2) Employees who make this decision in writing within twelve (12) months of the effective date of this Agreement will receive Employer contributions to their Retiree Health Care Savings Account retroactive to January 1, 2012. This clause will become inoperative March 1, 2019.

(3) Employees who make this election will have their past employment service credited towards vesting in the Employer's contributions.

(g) Duty Disability. In the event of a Duty Disability Retirement, the employee is as of the date of their retirement, one- hundred (100%) percent vested in the value of their account regardless of their level of service.

(1) In addition, the Employer will contribute an amount equal to one-hundred (100%) percent of the then current RHSCA annual benefit times the number of additional years of pension credited service (above that already earned) that the employee receives in their disability pension benefit. The additional contribution will be made as of the employee's date of retirement.

KMEA employees must be eligible to draw a pension benefit to qualify for the Employer's portion. Employees hired after 6/01/2009 may contribute pre-tax and post-tax to the account with 100% immediate vesting. Active KMEA employees hired prior to 6/01/2009 may participate in the plan on a post-tax basis, but contributions shall not be made by the City.

(h) The City recognizes KMEA's right to negotiate pension improvement benefits independent of other bargaining units.

ARTICLE XI – LONGEVITY PAY

Section 1 – Payment Computation. Employees who, during the calendar year, complete six (6) or more years of continuous service with the City, and who, as of the date of payment thereof in such year are still employed by the City, shall qualify for a lump sum longevity payment in December of that year which shall be computed on the basis of Thirty Dollars ($30.00) for each full year of continuous service completed during the year in which the payment is made, up to a maximum payment of Seven Hundred Eighty Dollars ($780.00).

(a) Employees who have qualified for longevity pay shall upon retirement, receive a pro rata share of their annual longevity pay as of the effective date of retirement for the

year in which they retire. The pro rata share shall be equal to the fraction of the year during which they were employed prior to retirement.

(b) Payment to the beneficiary of a deceased qualified employee of a pro rata share of their longevity pay for the year in which the death occurred shall be made on the same basis as payment to a retired employee.

Any employees hired or transfer into the KMEA bargaining unit shall not participate in or receive pay from the Longevity Pay Program.

ARTICLE XII – HOLIDAYS

Section 1 – Designated Days. New Year's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas are recognized as holidays under this Agreement. If any of the above holidays fall on a Saturday, it will be celebrated on the preceding Friday. If any of these holidays occur on a Sunday, the following Monday shall be recognized as the holiday, except for continuous operations, which shall recognize the holiday on its actual date. For any of these holidays which occur on a Monday through Friday, although not worked, qualified employees will receive their regular rate of pay for the day. Employees shall likewise be entitled to two (2) "floating holidays" which may be taken on any workday throughout the year, subject to the following conditions: it is recognized that when December 24th and December 31st occur on a Monday through Friday, it will be necessary that the City's offices remain open. Consistent with the need for numbers and classifications of personnel to be present on such two (2) days, employees shall be permitted to take the day of their choice, unless so doing would result in inadequate personnel being present on each of such days. If this should occur, employees with the most seniority within their respective classifications shall have preference for the day of their choice. In all other respects, the request and approval for use of the floating holiday shall be done in accordance with the language of this Agreement as it pertains to the use of vacation. The floating holiday must be used with the calendar year and cannot be carried forward to the next calendar year.

(a) To qualify for holiday pay as specified in Section 1 above, an employee must have worked all of the scheduled hours on their last regularly scheduled workday before and their next regularly scheduled workday following such holiday, or on the day the holiday is celebrated if scheduled to work on that day:

(1) Unless such day or days occur during regularly scheduled vacation.

(2) Unless the absence on such day or days is due to an illness or injury paid under the sick leave program, the start of which absence occurred within the fourteen (14) calendar days immediately preceding such holiday.

(3) Unless the absence on such day or days is due to the death of their current spouse, their parent or child, which death occurred within the seven (7) calendar days immediately preceding such holiday.

Section 2 – Holiday Pay. One (1) day's pay as referred to in Section 1 for full-time employees shall consist of eight (8) hours of pay at the employee's regular straight time hourly rate. For part-time employees, one (1) day's pay shall be equal to the number of hours such employee was scheduled to work on such day. During weeks in which a designated holiday falls, the flex week shall revert back to five (5) eight (8) hour shifts for that pay week.

ARTICLE XIII – VACATIONS

Section 1 – Earned Vacation. Beginning January 1, 2015, employees will earn their vacation amount as shown in the Schedule below. The annual amounts will be earned in equal increments each pay period. Employees will begin earning the applicable higher rate on their employment anniversary date. Employees may, subject to supervisory approval, use earned vacation beginning with the next pay period. Beginning December 31, 2016, employees may carry over only their annual amount into the following year subject to Section 3 – Approval, Paragraph C, below.

YEARS OF CONTINUOUS EMPLOYMENT	ANNUAL/PAY PERIOD VACATION AMOUNT
Less than Five (5)	80 hours/3.08 hours
At least Five (5) and less than Eleven (11)	120 hours/4.60 hours
At least Eleven (11) and less than Twelve (12)	128 hours/4.92 hours
At least Twelve (12) and less than Thirteen (13)	136 hours/5.23 hours
At least Thirteen (13) and less than Fourteen (14)	144 hours/5.54 hours
At least Fourteen (14) and less than Fifteen (15)	152 hours/5.85 hours
At least Fifteen (15) and less than Sixteen (16)	160 hours/6.15 hours
At least Sixteen (16) and less than Seventeen (17)	168 hours/6.46 hours
At least Seventeen (17) and less than Eighteen (18)	176 hours/6.77 hours
At least Eighteen (18) and less than Nineteen (19)	184 hours/7.08 hours
At least Nineteen (19) and less than Twenty (20)	192 hours/7.38 hours
Twenty (20) years or more	200 hours/7.69 hours

Section 2 – Pay for Vacation. Approved vacation requests shall be paid in one-half hour increments.

Section 3 – Approval. Employees may take their vacations the following pay period provided they have made advance arrangements with their department heads and in the judgement of the department heads, can be spared from their work at the time requested.

(a) The department heads shall determine the number of employees who can be excused from their departments for vacation purposes at any one time.

(b) Effective 1/1/2016, employees may carry over up to one year's amount of earned vacation time from year to year. Any additional hours must be by the consent of the employee's department head and Human Resources/Labor Relations Director, but will normally only be approved in cases where business necessity prohibited the use of

vacation time, or when an employee has been off due to an injury compensable under the Worker's Compensation Act.

Section 4 – Vacation Cash Out. Employees may cash out unused vacation subject to the following:

A. Cash out only applies to unused vacation time as of October 15th of the vacation year.
B. The employee must have taken eighty (80) hours of vacation time off during the vacation year.
C. Payment occurs with the first pay in November of the year.
D. Payment will be based upon 100% of the straight time base rate (excluding shift differential) of the employee as of October 15th of the vacation year. The money paid to the employee is excluded from the Pension Plan Final Average Calculation (FAC).

Section 5 – Unused Earned Vacation Leave. If an employee who is otherwise eligible for vacation with pay quits, is discharged, retires or dies, such employee or beneficiary will receive along with the final paycheck, the unused vacation pay earned through the employee's last day of employment.

ARTICLE XIV – INSURANCE

Section 1 – Life and Health Benefits. The City agrees, for the life of this Agreement, to provide group insurance benefits for regular full-time employees as follows:

(a) Benefit coverage(s) will be made available to KEMA employees the first of the month following thirty (30) days of employment. This will include City paid life insurance.
(b) HDHP/HSA Plan: Effective January 1, 2019 if the City offers a HDHP/HSA Plan to the non-bargaining unit (NBU) employees, it will offer an identical plan to the FOP/KMEA represented employees for the same time period. The HDHP Plan design features, employee cost contributions, and City and employee contributions to the HSA will be identical. If the City chooses to discontinue the NBU Plan, the FOP/KMEA Plan will also be discontinued.

(c) PPO Plan: The City will provide the Community Blue PPO Plan, or an equivalent PPO plan through another insurance carrier authorized to conduct business in the State of Michigan. Such insurance shall be available to active, regular, full-time employees and their dependents under age twenty-six (26) the first of the month following thirty (30) days of employment if the employee authorizes the payroll deduction for their portion of the premium. The following table represents highlights of the plan, but details and modifiers of the coverage are in the plan document, which is available from the Human Resources Department.

Preferred Provide Plan – Effective 1/01/2018

Deductibles	In Network	Out of Network
Single Family	$650 $1,300	$3,250 $6,500
Preventive Care	100%	None
Office Visit	$25	60% after deductible
E.R. Co-Pay	$75	
Tele-Medicine	$10	None
Other Coverage- effective January 1 each year after deductible.	80%/20%	60%/40%
Max. Out of Pocket Single Family	 $3,900 $7,800	 $13,000 $26,000
Prescription Co-Pay Generic Formulary Non-Formulary Specialty Class	 $10 $30 $60 $150	 25% of the approved amount for the drug minus applicable co-pay $10/$30/$60/$150
Pharmacy Initiatives	Yes	Yes

Preferred Provider Plan – Effective 1/01/2019

Deductibles	In Network	Out of Network
Single Family	$800 $1,600	$3,250 $6,500
Preventive Care	100%	None
Office Visit	$25	60% after deductible
E.R. Co-Pay	$150	
Tele-Medicine	$10	None
Other Coverage- effective January 1 each year after deductible.	80%/20%	60%/40%
Max. Out of Pocket Single Family	 $4,000 $8,000	 $13,000 $26,000
Prescription Co-Pay Generic Formulary Non-Formulary Specialty Class	 $15 $35 $80 20%; $150 min-$300 max	 25% of the approved amount for the drug minus applicable co-pay $15/$35/$80/20%; $150 min-$300 max
Pharmacy Initiatives	Yes	Yes

(d) Employee Contributions effective January 1, 2014. Employees who elect health insurance will pay 20% of the annual applicable costs for single, double or family coverage. The specific dollar figure for the employee's 20% cost sharing for a coverage year will be calculated annually using the base period beginning May 1st and ending April 30th immediately prior to the applicable coverage year. Costs will include the premium or illustrative rate of the medical benefit plan and all Employer payments for reimbursement of co-pays, deductibles, and payments into health savings accounts, flexible spending accounts, or similar accounts used for health care but does not include beneficiary paid co-payments, co-insurance, deductibles, other out-of-pocket expenses, other service-related fees that are assessed to the coverage beneficiary, or beneficiary payments into health savings accounts, flexible spending accounts, or similar accounts used for health care.

Upon written request the City will provide the KMEA with the calculation of the employee contribution.

Deductions shall be made from employee's paychecks twice monthly for twenty-four (24) deductions per year.

(e) Employees will pay 20% of the Transitional Reinsurance Fee established by the Patient Protection and Affordable Care Act pro-rated to the KMEA. Payment will be included in the employee contribution calculation referenced in Paragraph (b) above.

(f) The City will pay the entire premium for Thirty Thousand Dollars ($30,000) group term life insurance with a Thirty Thousand Dollar ($30,000) accidental death and dismemberment rider for each regular, active, full-time employee in the bargaining unit, after such employee has completed nine (9) months of continuous employment with the City since their last hiring date.

(g) Employees may elect annually to "opt-out" of the dental insurance plan. The City will provide a Delta Dental Insuranc Plan for each employee or employees and their dependents, including an orthodontic rider effective August 1, 1986, providing for fifty (50%) percent coverage for children of employees, with a lifetime maximum of One Thousand Dollars ($1,000) per child effective January 1, 1996.

Effective 1/1/19, the orthodontic lifetime maximum will be increased to $1500. Employees who participate in the dental insurance plan will pay $6.00 per month to the cost of the coverage.

(h) KMEA agrees to the adoption of the pharmacy initiatives introduced by Blue Cross and Blue Shield in 2007 designed to help members save on generic versus brand name prescription drugs.

(i) In the event of an improvement in the provisions of health insurance benefits as provided within this Article and/or an improvement in the provisions of the Retiree Health Care Savings Program in regards only to the City contribution as provided in Article X, is granted to the non-bargaining unit employees of the City during the life of this Agreement, those improvements will be granted to the Association at the same time.

Section 2 – Cost Containment. The parties recognize the mutual benefit of continuing review of cost containment measures regarding health insurance. The parties agree to meet and negotiate such cost containment procedures (not to include increases in the employee contribution) during the life of this contract if proposed by the City. The City and the Union further agree to meet quarterly to review the financial reports from the health plan carrier, the status of uncommitted funds, and any general issues, problems and suggestions.

Section 3 – Waiver.

Employees who have either two party or family coverage through the Employer and who are covered under their spouses medical insurance (such insurance cannot otherwise be provided through the Employer) may, by execution of the waiver of health insurance coverage form, elect an annual payment of $2,000.00 in lieu of health insurance, in accordance with the terms on the waiver form.

ARTICLE XV – PAID SICK LEAVE

Section 1 – Agreement. For employees who qualify therefor, paid sick leave shall be acquired and applied in accordance with the provisions set forth in this Article.

Nothing in this Agreement shall diminish an employee's or the City's rights under the Family and Medical Leave Act.

Section 2 – Accumulation. Starting with the month in which this Agreement is ratified, 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. Regular part-time employees shall accumulate paid sick leave credits on a pro-rata basis by determining the relationship between the normal hours they work per week and the normal forty (40) hour workweek. Employees shall accumulate paid sick leave credits immediately. New employees hired after the effective date of this Agreement will be eligible to use sick leave credits as soon as the accrued amount appears in their sick leave bank.

(a) For the purpose of determining the amount of paid sick leave credits earned by an employee, time spent on approved vacation leave and sick leave for which the employee was paid hereunder, shall be considered as time worked.
(b) Unused paid sick leave credits may be accumulated from year to year.

Section 3 – Qualification. In order to qualify for sick leave payments, the employee must report to the department head or immediate supervisor not later than such employee's normal starting

time on each day of such absence regardless of duration, unless the circumstances surrounding the absence made such reporting impossible, in which event such reporting must be made as soon thereafter as is possible. The City may make exceptions in specific cases to the requirement of reporting on each day of a continuing absence referred to above.

(a) In the event:

(1) Of an absence of more than three (3) consecutive regularly scheduled working days, or

(2) An employee has more than three (3) occasions of sick leave in the preceding six (6) month period not documented by a physician's statement form as described, or

(3) An employee has used forty (40) or more hours of sick leave during the preceding six (6) months not documented by a physician's statement form as described below, or

(4) The City has reason to believe an employee is misusing paid sick leave, the physician's statement 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 form is required, it must state the cause for such absence, confirm the necessity therefor and, before the employee resumes normal duties, must state that the employee is physically able to return to and perform the job duties. The physician's statement form will be required for each occasion of absence due to illness for a period of six (6) months following the warning letter issued to employees who have more than three (3) occasions of such leave in the preceding six (6) month period.

(b) The department head may waive the requirements of the physician's signature in Subsection (a) above, provided the department head or the employee's immediate 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 department head shall sign the physician's statement 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 or in some other manner indicates or causes to have indicated a false illness or inability to work shall be subject to disciplinary action or dismissal, depending upon the circumstances involved.

Section 4 – Eligibility. Qualified employees, subject to the provisions set forth in this Article, shall be eligible for paid sick leave from (and to the extent of) their unused accumulated paid sick leave credits in the following situations:

(a) When an employee's absence from work is due to a non-industrially incurred illness, injury or pregnancy, provided such disability was not attributable to causes stemming from

employment or work in the service of another employer or while acting in the capacity of a private contractor.

(b) For the first twenty-six (26) weeks that an employee receives disability benefits pursuant to the Workers' Disability Compensation Act, they shall receive the difference between the amount of daily benefit to which they are entitled under such Act and the amount of daily net pay the employee would have received in their own job classification, had the employee worked, but not to exceed the total equivalent of what would have been received in daily net pay on an eight (8) hour per day basis.

(c) When the twenty-six (26) week period in Paragraph B expires, they shall be entitled to use unused paid sick leave credits to make up the difference between the amount of daily benefit to which they are entitled under such Act and the amount of net pay they would have received in their own job classification had the employee worked, but not to exceed the total equivalent of what they would have received in daily net pay on an eight (8) hour per day basis.

Section 5 – Usage. Association members who as of December 31st of the preceding year have accumulated at least forty (40) sick leave hours may apply to their immediate supervisor to use up to eight (8) hours of their accumulated sick leave as personal leave per year in one (1) hour increments. Employees who, as of December 31st of the preceding year, have accumulated at least two hundred forty (240) sick leave hours will receive an additional eight (8) hours of personal leave which will not be deducted from their accumulated sick leave. An employee's use of sick leave as personal leave shall not be counted when determining their continuing eligibility for personal leave. The request and approval of personal leave shall be done in accordance with the language of this Agreement as it pertains to the use of vacation. All personal leave hours not from sick leave must be used within the calendar year and may not be rolled over to the next calendar year.

Section 6 – Accrued Paid Sick Leave Deduction. One (1) day of paid sick leave, funeral leave or critical illness leave for regular full-time employees shall be equivalent to eight (8) hours of pay at the rate applicable to the employee's regular job classification assignment at the start of the absence for which compensation is requested. One (1) day of paid sick leave, bereavement leave, or critical illness leave for regular part-time employees shall be equivalent to the number of hours such part-time employee normally works per day at the applicable rate as above specified.

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

(b) The usage of sick leave pay under this Article shall be deducted to the nearest half-hour (30 minutes).

Section 7 – Pay for Unused Sick Leave. If and when an employee quits or is discharged from their employment, any unused accumulation of paid sick leave shall be canceled. When an employee

retires under the City's retirement program or dies while an employee of the City, they or the designated beneficiary (whichever is applicable) shall be entitled to be paid one-half (1/2) of their 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 as set forth in Section 2 of this Article.

ARTICLE XVI – STANDBY PAY

Section 1 – Purpose. City department heads may institute a standby pay program when, in the sole judgment of management, essential operating situations require immediate response to cover frequent but unpredictable emergency situations involving bargaining unit employees.

Section 2 – Payment. Payment shall be based upon one (1) hour standby pay at the employee's straight time hourly rate, for each fifteen (15) hours of standby. Each time an employee is on standby on a contractually observed holiday, or on a Sunday, they shall be paid at the rate of one and one-half (1 ½) times the employee's straight time hourly rate for each fifteen (15) hours of standby, with the exception of the optional holiday.

The standby pay shall be made a part of the regular bi-weekly check. It is understood and agreed that standby pay will be paid in addition to pay for time actually worked as a result of being called in only for those persons actually assigned to standby and all work performed as a result of call-in shall be paid at one and one-half (1 ½) an employee's regular rate. Hours worked as a result of being called in from standby shall be included in the equalizing of overtime hours per employee.

The minimum call-in provisions set forth in Article IX, Section 10 shall apply in all situations when an on-call employee is required to report to work.

Section 3 – Pagers. Employees on standby shall be provided with either, at the Employer's choice and expense, pages or cell phones so they can respond in a timely fashion to the service needs of their department. It is understood that employees on standby will remain within the range of the pager or cell phone or, if temporarily out of range, provide the City with a phone number where they can be reached.

Section 4 – Covered Classifications. Bargaining unit employees are eligible for standby pay upon receiving notification from their supervisor that they are required to assume a standby status. Standby status will be determined by job classification/job description.

Section 5 – Trading. Employees who desire to trade or give away assigned weeks or days are responsible for notifying management in writing at least twenty-four (24) hours in advance. Time given away or traded will be considered as time on standby. The employee desiring to trade or give away time within the department shall be responsible for doing so from a list provided by the City except in cases of critical illness or death as covered in the current bargaining agreement, in which case the City will secure a replacement. Trading for partial weeks shall only be on the basis of a full day.

Section 6 – Hold Over. If an emergency occurs when employees are working their regular shift, the emergency will be covered by holding over employees in accordance with the regular overtime assignment procedure, rather than standby employees.

Section 7 – Employee Responsibility. Failure to respond to a pager or cell phone as promptly as possible, or failure to respond to a call to work as promptly as possible shall result in loss of standby pay for that day (one [1] hour straight time). Repeated failure to respond will be treated in a manner consistent with the City's Progressive Disciplinary Policy depending upon the mitigating circumstance.

ARTICLE XVII – GENERAL

Section 1 – New Rules. It is understood and agreed that the City shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem necessary for the purpose of maintaining discipline, order, efficient operations and service to the community. The rules and regulations with respect to the general conduct of the employees are attached to this Agreement as Appendix B. The reasonableness of any new rule with respect to the general conduct of employees which would involve warning, disciplinary layoffs or discharges may be questioned through the grievance procedure set forth in this Agreement.

Section 2 – Bulletin Boards. The City will provide a bulletin board in each building in which employees covered by this Agreement regularly work, upon which the Association shall be permitted to post notices concerning its business and activities. Such notices shall contain nothing of a political, controversial or defamatory nature.

Section 3 – Supervisors Performing Bargaining Unit Work. Supervisors and other non-bargaining unit City employees will not be used to displace regular employees covered by this Agreement. This provision shall not be construed to prevent supervisors and other non-bargaining unit City employees from performing such work as may be required for the following purposes: instruction, supervision, investigation, safety inspection, or while a position is in the process of being filled. Such work may also be performed by non-bargaining unit City employees in situations where other Association members are not available, or in case of emergency. "Other Association members are not available" shall be defined to mean that other qualified members are not available to perform the work without disrupting other necessary work.

Section 4 – Subcontracting. Nothing contained in this Agreement shall be construed to prohibit the City from subcontracting any work normally performed by bargaining unit employees which, in its sole judgment it does not have the available personnel, proper equipment, capacity or ability to perform or cannot perform on an efficient or economical basis. If the City's decision results in displacement of an employee, the City will notify the Association President and Vice President in writing and provide the information used to make this determination. A meeting will then be scheduled to discuss this information and the impact on the employees status.

Section 5 – Bi-Weekly Pay. Employees shall be paid on Wednesdays on a bi-weekly basis. Employees will be paid on an hourly basis.

Section 6 – Contract Legality. If during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the City and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 7 – Contract Supremacy. It is understood and agreed that this Agreement supersedes any rules, regulations or practices of the City which are contrary to or inconsistent with the terms and provisions herein contained. Where not negated or modified by the provisions herein, the Civil Service Ordinances and the Personnel Rules, Regulations and Personnel Policies and Procedures of the City shall apply. The City will make every effort to notify the Association President and Vice President in writing of any changes, additions or revisions of the Civil Service Ordinances, or any administrative or personnel rules, regulations or procedures prior to distribution to the employees.

Section 8 – Mileage. Employees shall be reimbursed for authorized mileage in their personal car at the current rate allowed by the Internal Revenue Service.

Section 9 - Parking. "Downtown" employees shall receive Forty-Seven Dollars ($47.00) per month towards parking expenses, paid quarterly for the preceding three month period. The City's obligation to pay the parking allowance to employees shall continue as long as the City is not capable of providing parking space for downtown employees. If an employee is found to have three (3) parking tickets outstanding, the parking stipend may be withheld until parking fines are paid.

Section 10 – City Vehicles. City vehicles are not to be used for personal matters of any kind, unless specifically authorized, in advance, by an employee's immediate supervisor.

Section 11 – Addendums to Agreement. Any addendum to this Agreement must be ratified by the Association Board of Directors.

Section 12 – Uniforms. The City agrees to maintain its current practice with respect to uniforms provided to Association members as required by the appropriate department head.

Section 13 – Rejection, Modification or Termination of Agreement after Appointment of a Financial Manager. The terms of this Agreement are subject to the provisions of the Local Financial Stability and Choice Act of 2012.

Section 14 – Addendums to Agreement. Any letter of Agreement or Letter of Understanding must, in order to be effective, carry the signature of the Director of Human Resources/Labor Relations or their designee, and the FOPLC representative.

Section 15 – Tuition Advancement/Reimbursement.

The city will approve a request for tuition advancement. The tuition reimbursement policy will be classified as a pass/fail. If the employee fails to achieve a score of at least seventy percent (70%), full repayment of the advancement will be made by the employee within four (4) pay periods. If the employee voluntarily resigns within one (1) year of receiving tuition reimbursement, the monies will be repaid to the City from their final paycheck.

ARTICLE XVIII – DURATION

This Agreement shall become effective as of the 1st day of January, 2023 and shall remain in full force and effect through 12:00 midnight on December 31, 2025 and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration date of this Agreement or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

ARTICLE - DURATION

This Agreement shall become effective as of the first (1st) day of January 1, 2023and shall remain in full force and effect through 12:00 midnight on December 31, 2025, and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration date of this Agreement or sixty(60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

DATE SIGNED: March 6, 2023

KALAMAZOO MUNICIPAL EMPLOYEES ASSOCIATION

Andrew J. Payne
Fraternal Order of Police Labor Council

William Eichelberger
President, KMEA

Scott Markham
Vice-President

Stephanie Losey

Meg Kennedy

Shelby Donaldson

Wendee Mayes

Marvella Vincent

CITY OF KALAMAZOO

James Ritsema
City Manager

Shelly Dusek
HR/Labor Relations Director

Shelli Fox
HR Deputy Director

Steve Vicenzi
CFO

Tanya Hewitt-Smith
DEI Director

Teresa Johnson
Public Services Deputy Director

Angela Daniels
Talent Acquisition Manager

APPENDIX "A"

CITY OF KALAMAZOO

F.O.P. / KALAMAZOO MUNICIPAL EMPLOYEES ASSOCIATION

Pay Group	Effective Date	Increase (%)	(01)	(02)	(03)	(04)	(05)	(06)	(07)	(08)	(09)
S-20	**Effective Date**	**Increase (%)**	**(01)**	**(02)**	**(03)**	**(04)**	**(05)**	**(06)**	**(07)**	**(08)**	**(09)**
Code Admin Records Clerk	1/1/2023	2.70%	$16.51	$16.95	$17.37	$17.83	$18.27	$18.70	$19.13	$19.57	$20.05
Public Safety Records Clerk	1/1/2024	2.30%	$16.89	$17.34	$17.77	$18.24	$18.69	$19.13	$19.57	$20.02	$20.51
Treasury Service Associate I	1/1/2025	2.00%	$17.23	$17.68	$18.12	$18.60	$19.06	$19.51	$19.96	$20.43	$20.92
S-22	**Effective Date**	**Increase (%)**	**(01)**	**(02)**	**(03)**	**(04)**	**(05)**	**(06)**	**(07)**	**(08)**	**(09)**
Parking Enforcement Attendant P/T	1/1/2023	2.70%	$17.36	$17.82	$18.27	$18.71	$19.25	$19.68	$20.16	$20.63	$21.15
Treasury Service Associate II	1/1/2024	2.30%	$17.76	$18.23	$18.69	$19.14	$19.69	$20.13	$20.62	$21.11	$21.63
	1/1/2025	2.00%	$18.11	$18.59	$19.06	$19.53	$20.08	$20.53	$21.04	$21.53	$22.06
S-24	**Effective Date**	**Increase (%)**	**(01)**	**(02)**	**(03)**	**(04)**	**(05)**	**(06)**	**(07)**	**(08)**	**(09)**
Community Dev. Records Coordinator	1/1/2023	2.70%	$18.20	$18.63	$19.13	$19.68	$20.16	$20.65	$21.19	$21.63	$22.11
Community Investment Coordinator	1/1/2024	2.30%	$18.62	$19.06	$19.57	$20.13	$20.62	$21.13	$21.67	$22.13	$22.62
Community Planning & Dev. Secretary	1/1/2025	2.00%	$18.99	$19.44	$19.96	$20.53	$21.04	$21.55	$22.11	$22.57	$23.07
Criminal Invest. Division Secretary											
Mail/Records Clerk/Elections											
Parking Enforcement Attendant F/T											
Treasury Service Associate III											
S-26	**Effective Date**	**Increase (%)**	**(01)**	**(02)**	**(03)**	**(04)**	**(05)**	**(06)**	**(07)**	**(08)**	**(09)**
311 Support Coordinator	1/1/2023	2.70%	$19.13	$19.68	$20.19	$20.75	$21.24	$21.76	$22.26	$22.78	$23.33
Anti-Blight Dangerous Buildings Board Clerk	1/1/2024	2.30%	$19.57	$20.13	$20.66	$21.22	$21.73	$22.26	$22.77	$23.30	$23.87
Parks & Rec Program Assistant	1/1/2025	2.00%	$19.96	$20.53	$21.07	$21.65	$22.16	$22.71	$23.22	$23.77	$24.35

S-28

Accounts Coordinator
Aquatics/Special Population Coordinator
CID Secretary
Community Dev Coordinator
Operations Division Secretary
Public Safety Records Coordinator
Special Events Coordinator
Youth Day Coordinator

Effective Date	Increase (%)	(01)	(02)	(03)	(04)	(05)	(06)	(07)	(08)	(09)
1/1/2023	2.70%	$20.15	$20.69	$21.24	$21.76	$22.30	$22.89	$23.44	$23.95	$24.50
1/1/2024	2.30%	$20.61	$21.17	$21.73	$22.26	$22.81	$23.42	$23.98	$24.50	$25.07
1/1/2025	2.00%	$21.03	$21.59	$22.16	$22.71	$23.27	$23.89	$24.45	$24.99	$25.57

S-30

Code Permit Tech.
Community Development Secretary
Housing Inspector I
Rental Registration/Accts Coordinator
Stores Procurement Coordinator

Effective Date	Increase (%)	(01)	(02)	(03)	(04)	(05)	(06)	(07)	(08)	(09)
1/1/2023	2.70%	$21.09	$21.64	$22.21	$22.84	$23.44	$23.99	$24.57	$25.18	$25.86
1/1/2024	2.30%	$21.58	$22.14	$22.72	$23.37	$23.98	$24.54	$25.13	$25.76	$26.45
1/1/2025	2.00%	$22.01	$22.58	$23.18	$23.83	$24.45	$25.03	$25.63	$26.28	$26.98

S-32

Accounts Coordinator II
Cemetery & Public Svcs Coordinator
Code Compliance Inspector
Instrumentation Records Specialist
Parks & Recreation Program Coordinator
Traffic Engineering Tech I
Utility Billing Coordinator

Effective Date	Increase (%)	(01)	(02)	(03)	(04)	(05)	(06)	(07)	(08)	(09)
1/1/2023	2.70%	$22.08	$22.66	$23.32	$23.84	$24.47	$25.13	$25.69	$26.34	$27.04
1/1/2024	2.30%	$22.59	$23.18	$23.86	$24.38	$25.04	$25.71	$26.28	$26.95	$27.66
1/1/2025	2.00%	$23.04	$23.64	$24.34	$24.87	$25.54	$26.22	$26.80	$27.49	$28.22

S-34

Environmental Tech I
Support Svcs Specialist - Public Svcs
Treasury Services Coordinator
Treasury Receivables Specialist

Effective Date	Increase (%)	(01)	(02)	(03)	(04)	(05)	(06)	(07)	(08)	(09)
1/1/2023	2.70%	$23.11	$23.72	$24.38	$24.96	$25.63	$26.21	$26.93	$27.59	$28.31
1/1/2024	2.30%	$23.64	$24.27	$24.94	$25.53	$26.22	$26.81	$27.55	$28.22	$28.97
1/1/2025	2.00%	$24.11	$24.75	$25.44	$26.04	$26.75	$27.35	$28.10	$28.78	$29.54

	Effective Date	Increase (%)	(01)	(02)	(03)	(04)	(05)	(06)	(07)	(08)	(09)
S-36	1/1/2023	2.70%	$24.31	$24.92	$25.60	$26.21	$26.93	$27.61	$28.27	$28.92	$29.62
Code Compliance Inspector II	1/1/2024	2.30%	$24.87	$25.49	$26.19	$26.81	$27.55	$28.24	$28.92	$29.59	$30.30
Community Investment Admin Asst	1/1/2025	2.00%	$25.37	$26.00	$26.72	$27.35	$28.10	$28.81	$29.50	$30.18	$30.91
Elections Specialist											
Electronic Tech											
Environmental Services Tech II											
Housing Inspector II											
Plumbing Inspector											
Utility Location Technician											

	Effective Date	Increase (%)	(01)	(02)	(03)	(04)	(05)	(06)	(07)	(08)	(09)
S-38	1/1/2023	2.70%	$25.32	$26.08	$26.75	$27.50	$28.17	$28.89	$29.52	$30.30	$31.15
Building Trades Code Compliance	1/1/2024	2.30%	$25.90	$26.68	$27.37	$28.14	$28.82	$29.55	$30.19	$30.99	$31.87
Buyer	1/1/2025	2.00%	$26.42	$27.21	$27.92	$28.70	$29.39	$30.15	$30.80	$31.61	$32.50
Electrical Inspector/Plan Review Tech III											
Executive Trades Administrator											

	Effective Date	Increase (%)	(01)	(02)	(03)	(04)	(05)	(06)	(07)	(08)	(09)
S-40	1/1/2023	2.70%	$26.46	$27.18	$27.88	$28.69	$29.36	$30.11	$30.83	$31.51	$32.26
Accountant I	1/1/2024	2.30%	$27.06	$27.81	$28.52	$29.35	$30.04	$30.80	$31.54	$32.23	$33.00
Building Inspector Plan Review/Rehab Spec	1/1/2025	2.00%	$27.61	$28.37	$29.09	$29.94	$30.64	$31.42	$32.17	$32.88	$33.66
Business Specialist											
Code Compliance III											
Dangerous Buildings/Blight Abatement											
Environmental Services Tech III											
GIS Property/Mapping Specialist											
Lead Drafter											
Lead Utility Location Technician											
Treasury Tax Collection Specialist											

S-44

Instrument Tech
Sr. Buyer
Traffic Signal Tech
Utility Electrician
Zoning Administrator

Effective Date	Increase (%)	(01)	(02)	(03)	(04)	(05)	(06)	(07)	(08)	(09)
1/1/2023	2.70%	$28.89	$29.65	$30.44	$31.32	$31.98	$32.84	$33.58	$34.35	$35.21
1/1/2024	2.30%	$29.55	$30.33	$31.14	$32.04	$32.72	$33.60	$34.36	$35.14	$36.02
1/1/2025	2.00%	$30.15	$30.94	$31.76	$32.68	$33.37	$34.27	$35.04	$35.85	$36.74

S-46

Accountant II
Lead Building Inspector
Master Utility Electrician
Plumbing Mechanical/Inspector
Sr. Electical Inspector/Plan Review

Effective Date	Increase (%)	(01)	(02)	(03)	(04)	(05)	(06)	(07)	(08)	(09)
1/1/2023	2.70%	$30.32	$31.14	$31.96	$32.88	$33.58	$34.47	$35.27	$36.05	$36.90
1/1/2024	2.30%	$31.01	$31.85	$32.70	$33.64	$34.36	$35.26	$36.08	$36.88	$37.75
1/1/2025	2.00%	$31.63	$32.49	$33.35	$34.31	$35.04	$35.96	$36.80	$37.61	$38.50

APPENDIX B

CITY OF KALAMAZOO

Guidelines for Acceptable Personal Conduct

As with any company or organization, there are certain guidelines for acceptable personal conduct with which employees are required to comply.

Towards that end, the City of Kalamazoo publishes and distributes the following list of such guidelines. The guidelines are not intended to unduly restrict or control employee conduct; rather, they are designed to:

1. Ensure a safe, efficient, effective, and productive work force and environment.
2. Better enable the City of Kalamazoo to maintain and administer fair and consistent corrective discipline for its employees.
1. Serve as protection for all employees.
2. Serve as an information source regarding acceptable personal conduct.
3. Assist in guiding individuals to become well-informed, satisfied employees of the City.

This listing shall not substitute or alter any existing terms and provisions or rules and regulation established by Civil Service Ordinances, the administrative code, individual departments, or any Collective Bargaining Agreement entered into by the City of Kalamazoo.

When an employee's personal conduct is deemed unacceptable as per the guidelines, the facts and circumstances surrounding the situation will be thoroughly reviewed. Although discharge is usually undertaken only when an extremely serious violation or series of violations occur, it must be realized that the penalty of discharge may be assessed for first violations of the guidelines listed under Section I below.

Normally, for violations of the guidelines under Section II the employee will be subjected to disciplinary action in accordance with the "Progressive Disciplinary Policy" as set forth and administered by the Human Resources Department. The purpose of progressive discipline is to provide a series of corrective disciplinary actions in an attempt to correct an employee's unacceptable behavior. These disciplinary actions will usually follow a pattern of: (1) verbal warning; (2) a written reprimand; (3) a short suspension; (4) a possible longer suspension; and finally, (5) discharge. Even though there is a Progressive Disciplinary Policy, it must be understood that an employee has no right or guarantee of a specific number of progressive disciplinary steps or that all disciplinary actions shall commence with a verbal warning. The initial discipline applied shall be related to the seriousness of the offense of policy violation and may range from an oral warning to discharge depending on the offense.

The following lists, set forth by the Human Resources Department, are intended to serve as guidelines which depict and divide certain types of unacceptable employee personal conduct into two (2) major subcategories according to the degree of severity.

I. Any of the unacceptable behaviors contained herein shall, under normal circumstances, result in immediate discharge for the first offense:

(1) Gross or flagrant neglect of duty.
(2) Insubordination – refusal to comply with a direct order from management, unless such order is injurious to employee's safety or health; or disrespectful conduct toward management.
(3) Falsification of personnel records, time reports, or other City records and reports.
(4) Theft and/or intentional destruction of the City's, the public, or another employee's property or monies.
(5) Sleeping on the job.
(6) Drinking, using, being under the influence of, or possession of controlled substances or intoxicants while on the employer's time or premises and during lunch or work breaks.
(7) Provoking, instigating, or participating in a fight or physically assaulting another person on employer's time or premises.
(8) Soliciting or accepting any fee, gift, or other consideration in the course of or in connection with one's work when such fee, gift, or consideration is given in the hope or expectation of receiving a favor or better treatment than that accorded to other persons.
(9) Violation and/or conviction of any criminal or penal statute or enactment that impairs the credibility of the position or the employee's ability to perform the regularly assigned job duties.
(10) Carrying any weapon on the employer's time or premises without having first received prior authorization from the City Manager, even if the employee has a legal permit to carry such weapon.

II. Any of the unacceptable behaviors contained herein shall, under normal circumstances, result in the application of progressive discipline described above:

(1) Indulging in offensive, threatening, or unacceptable conduct, or using language or gestures intended to offend or harass other employees or the public while on the employer's time or premises.
(2) Unsatisfactory job performance.
(3) Reporting to work under the influence of any substance, medication, intoxicant, etc., which impairs the ability to satisfactorily perform job duties.
(4) Repeated absenteeism and/or tardiness.
(5) Violation of any departmental rule or other official regulation, order, or rule of the City, or failure to report knowledge of such activity to the City.
(6) Using or threatening to use personal or political influence in an effort to secure promotion, leave of absence, transfer, or change of grade, pay, character of work, or any type of personal advantage or advancement.
(7) Inducing or attempting to induce any employee in the service of the City to commit an unlawful act or to act in violation of any departmental rule or other official regulation, order, or rule of the City.
(8) Quitting work or leaving the assigned work area without obtaining necessary permission from management.
(9) Action which constitutes conflict of interest toward the City.

(10)Horseplay.

(11)Smoking in unauthorized areas.

(12)Vending, soliciting, distributing literature, circulating a petition, or collecting contributions on the employer's time or premises without having received prior authorization from the City Manager or designee.

(13)Negligent, careless, or hazardous activities or job performance and/or any conduct or safety violation which endangers the safety of oneself or others.