

**AGREEMENT**

**Between**

**THE CITY OF KALAMAZOO**

**And**

**KALAMAZOO POLICE SUPERVISOR'S ASSOCIATION**

**January 1, 2018**

**To**

**December 31, 2021**

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## AGREEMENT

This Agreement effective the 1st day of November, 2013, by and between the CITY OF KALAMAZOO, hereinafter referred to as the "Employer", and KALAMAZOO POLICE SUPERVISOR'S ASSOCIATION, hereinafter referred to as the "Association".

### PURPOSE AND INTENT

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

### ARTICLE I - RECOGNITION

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

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

Section 3. Rules and Regulations: The Employer agrees that, except as specifically provided in this Agreement, all conditions of employment, working conditions and fringe benefits that are set forth in the Civil Service Ordinances, City Personnel Rules, Regulations and Personnel Policies of the City of Kalamazoo and the Kalamazoo Public Safety Department general, divisional, and special orders shall remain and be applied as applied on the effective date of this Agreement. Prior to implementation of any change in the above, the Employer agrees to give the affected employees notice of such change. In the event the Association believes that such amended or new rule, policy or regulation is unreasonable, it shall have the right to file a grievance, provided such grievance is filed within five (5) regularly scheduled working days after receipt of notice of such change. The grievance shall be processed starting at the Second Step of the grievance procedure.

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

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

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

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

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

## ARTICLE II - KPSA/MANAGEMENT MEETINGS

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

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

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

such meeting. Discussions at KPSA/Management meetings shall be limited to the items set forth in the agendas.

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

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

### ARTICLE III - GRIEVANCE PROCEDURE

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

All grievances shall be resolved in the following steps:

(a) In the event a grievance arises that cannot be resolved informally through discussions with management, the grievance will be reduced to writing and presented to the Chief within fifteen (15) regularly scheduled working days after the employee or the Association has knowledge of the occurrence of the event upon which the grievance is based or within fifteen (15) regularly scheduled working days after the conditions were such that the employee or Association should have had knowledge, whichever is sooner. The Chief shall have fifteen (15) working days to either grant or deny a grievance. Any denial shall state the reasons for the denial.

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

(c) In the event that the Human Resources Director's decision is unacceptable, the Association may appeal such decision under the arbitration procedure provided herein.

Section 2. Arbitration Submission: If the grievance is not satisfactorily settled within the procedure previously described, the Association or the Employer may, within thirty (30) days,

following receipt by the Association of the Human Resources Director's answer, demand arbitration by submitting its demand to the American Arbitration Association with a copy to the other party.

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

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

Section 5. Time Limits: Time limits at any step of the grievance procedure may be extended only by mutual agreement in writing. In the event the Employer fails to reply to a grievance at any step, in the time limit specified, then the grievance may be appealed to the next step. In the event the Association does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as settled on the basis of the Employer's last answer.

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

#### **ARTICLE IV - DISCHARGE AND SUSPENSION**

Section 1. Discharge and Suspension: In the event that an employee in the bargaining unit shall be suspended from work for disciplinary reasons or is discharged from his or her employment after the date hereof and he or she believes that he or she has been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the grievance procedure. Any grievance contending that an employee has been disciplined without just cause will be presented to the Director of Human Resources or designated representative within ten regularly scheduled workdays from the date of the discipline.

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

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

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

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

(e) Any employee covered by this Agreement may view the contents of his or her personnel file(s) which are located in the employee's Division, the Chief's Office and the Human Resources office in the presence of a member of the Human Resources staff or a command officer designated by the Chief at any reasonable time, upon request.

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

## **ARTICLE V - STRIKES AND LOCKOUTS**

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

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

## **ARTICLE VI - SENIORITY**

Section 1. Definition of Seniority: Departmental seniority shall be defined as an employee's length of continuous service with the City's Police Department, Fire Department or Public Safety Department since his or her last hiring date. Classification seniority shall commence upon an employee's date of entry into a classification and shall include his or her seniority in an equal or

higher classification in which he or she has served a satisfactory probationary period. Departmental seniority and classification seniority shall terminate when an employee is permanently transferred to another department of the Employer, quits, retires, or is discharged for cause. An employee's length of service and classification seniority will continue to accrue during absences occasioned by authorized personal leaves of absence, vacations, sick or accident leaves or for layoffs, except as hereinafter provided. Seniority shall apply only to full-time employees who are regular employees of the Employer.

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

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

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

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

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

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

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

(e) When he or she has been laid off for a continuous period of time in excess of twenty four (24) consecutive months.

Section 5. Promotion to Public Safety Lieutenant: Only Public Safety Sergeants who have satisfactorily completed one year in that classification by January 1 will be eligible to compete for promotion to Public Safety Lieutenant in that calendar year's promotional process. The promotional procedure shall be posted, including examination dates, on or before January 15. Public Safety Sergeants electing to compete in a given year's Public Safety Lieutenant promotional process will notify the Chief's Office in writing, no later than February 1. The promotional process shall consist of the following:

(a) Written Examination. Those eligible shall take a written examination designed to fairly and fully test the comparative merit and fitness of the persons examined to discharge the duties of Public Safety Lieutenant. Those individuals who answer 70% or more of the test questions correctly will be considered to have passed the written examination. Passing the written examination is required to advance to the Oral Examination. The employer will insure that the KDPS Training Division has enough copies of reference materials not already issued to the candidates, so that all eligible test candidates will have unrestricted access to the study materials by February 15.

The written examination will be given no sooner than March 1 of each year, and no later than March 15 of that same year. The written examination shall constitute 50% of the applicant's total final score. The content of the written examination and its scoring shall be determined by the Chief after consultation with the Human Resources Department. The City may elect to prepare the test internally, select a test from available vendors, or a combination of the two processes.

(b) Oral Examination. Anytime after March 31 of each year, but in no case later than April 21 of the same year, the ten highest scoring candidates who have satisfactorily passed the written examination shall be given an Oral Examination before an Oral Examination Board.

The Board shall consist of the Chief of Public Safety or representative, the Human Resources Director or representative, a KPSA representative selected by the Association's Executive Board who shall be of equal or higher rank as that being tested for, and one full-time command officer of the rank of Police Lieutenant, Fire Captain or higher from a mutually agreed upon outside police or fire department.

The Oral Examination Board shall inquire concerning the employee's experience, training, qualifications, problem solving ability and any other factors deemed relevant by the members of the Board in order to determine the candidate's ability and readiness to perform the job of Public Safety Lieutenant. Members of the Oral Examination Board shall score each applicant at the completion of his or her interview. The average oral examination score obtained by an applicant shall be given as a percentage (0 - 100) which shall constitute 50% of his or her total final score.

The total final scores shall then be forthwith computed as follows by the Human Resources representative. The Oral Examination score will be combined with an applicant's Written Examination score and then divided by two (2) to determine his/her total final score.

(c) Eligibility List and Selection. Each candidate shall be notified in writing of his or her total final score no later than April 21 and his or her subsequent placement on, or failure to qualify for, the eligibility list. Only candidates who achieve a total final score of 70% or greater will be

placed on the eligibility list. Candidates qualifying for inclusion on the eligibility list will be listed in numerical order, as determined by their final scores. The Chief shall make the selection from the five applicants having the highest total score on the eligibility list.

The eligibility list shall be considered to be in effect from April 30 of the year in which the promotional process was conducted, until 2359 hours, April 20 of the following year, or until such time as less than three names remain.

(d) If the eligibility list expires prior to October 1, and a Lieutenant vacancy occurs, a new Lieutenant's promotional process will be initiated utilizing the same posting, written examination, and oral examination components described above, but applying a schedule of posting and testing events consistent with the timing of the normal selection process. The resulting eligibility list will expire on next April 20th.

(e) If a Lieutenant vacancy occurs on or after October 1 but before January 1 and a valid eligibility list no longer exists, then the next Lieutenant promotional process will commence, applying a schedule of posting and testing events consistent with the timing of the normal selection process. Public Safety Sergeants who will have completed one year in that classification by the upcoming January 1 will be eligible to compete for promotion to Public Safety Lieutenant in the new, 4<sup>th</sup> quarter promotional process. The resulting eligibility list will remain in effect through the eligibility period that would otherwise be covered by the next normally scheduled Lieutenant's promotional process. Under the circumstances described in this paragraph, the promotional process normally scheduled to commence in the upcoming January would be unnecessary.

Section 6. Promotion to Public Safety Captain and Executive Lieutenant: Whenever an opening is anticipated, a notice to fill that opening will be posted for a period of 15 days. Only Public Safety Lieutenants and above who have satisfactorily completed one (1) year in any combination of these classifications as of the date of posting will be considered eligible for promotion to Public Safety Captain. Only Public Safety Lieutenants and Sr. Lieutenants who have satisfactorily completed one (1) year in any combination of these classifications as of the date of posting will be considered eligible for promotion to Public Safety Executive Lieutenant.

Applicants shall appear before the Oral Examination Board consisting of the individuals provided for in Section 5, paragraph (b) above, with a fifth member who shall be selected by the Chief. The Oral Board shall take into account, the work record, experience, education, initiative, problem solving ability, dependability, ability to communicate and such other factors as the Oral Board considers relevant in comparing the abilities of each applicant to perform the responsibilities of the Captain's or Executive Lieutenant's position.

The average Oral Examination score obtained by a candidate shall be given as a percentage and only those scoring at least 70% will be considered eligible for promotion.

The Chief will select from the top three candidates. The eligibility list will be valid for a period of one year from the date the eligibility list was posted, or when the number of eligible candidates on a valid promotional list falls below three candidates, whichever occurs first. If a selection process does not initially result in three or more eligible candidates, the Chief will select from the eligible candidates for the then current opening(s), after which the list would then expire.

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

Section 8. Pay Upon Promotion: Employees promoting to a higher rank shall be placed on the wage scale at the lowest step which provides a 5% pay increase, not to exceed the maximum step of the wage scale.

Section 9. Temporary Transfers: The Employer shall have the right to temporarily transfer employees within the bargaining unit, irrespective of their seniority status, from one job classification to another to cover the employees who are absent from work due to illness, accident, vacations or leaves of absence for the period of such absences.

The Employer shall also have the right to temporarily transfer employees within the bargaining unit, irrespective of their seniority status, to fill jobs or temporary vacancies and to take care of unusual conditions or situations which may arise for a period of not to exceed eighty-four (84) calendar days in any calendar year.

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

Section 10. Assignment and Rotation of Command Officers:

The Chief may choose the Sergeant to be assigned to the Sergeant's positions in TRU, KVET, Training, CID, and the neighborhood Community Public Safety Unit position, without regard to seniority. The Sergeants placed in these assignments may only occupy one or more of these assignments for a cumulative period of five (5) years. This five (5) year period will be deemed to continue until the time of the first shift bid occurring on or after the date on which the employee has been in the assignment(s) for five (5) years. When a Sergeant has occupied one or more of these assignments for five (5) cumulative years, he/she must be assigned to an Operations Division Zone Sergeant assignment for a period of at least one (1) year before he/she can be assigned to another such special unit assignment.

When a special unit assignment is available and there are no volunteers for the assignment, the least senior Sergeant will be assigned to the position. Alternatively, if there is an opening in a special assignment due to the conclusion of a Sergeant's five (5) year period in a special unit assignment, and there are no volunteers for that position, the incumbent Sergeant may be assigned to that position for an additional year.

An employee may be removed from such an assignment at any time at the discretion of the Chief. A Sergeant who is in a special unit assignment may bid out of that assignment at the next scheduled KPSA shift bid.

No more than one (1) Sergeant from within the same special unit assignment may be disqualified from that assignment due to the provisions of this section within a twelve (12) month period.

For those Sergeants who were assigned to special unit/non-zone Sergeant positions after 1-01-98, their five (5) year period begins with their actual dates of entry into their respective assignments. For those Sergeants who entered their non-zone Sergeant assignments prior to 1-01-98, their five (5) year periods begin on 1-01-98. The first-in / first-out concept applies to incumbents within the same unit for which the 1-01-98 start date applies, with the next in Sergeant rotating out the following year. Incumbents who share the same start date within the same unit will rotate out according to classification seniority (the most senior has first option to remain). Example: In the KVET assignments, effective starting dates for the five year period will be January 1, 1998 for the most senior incumbent, and January 1, 1999 for the next-in of the other two incumbents in that assignment.

Management may assign and/or rotate assignments of KPSA Captains and/or Executive Lieutenants between or within divisions without regard to seniority or other job rights. It is agreed that general rotations may be invoked not more than once every year, beginning with the effective date of the assignment; however, rotations may be made as promotions and/or retirements occur. A minimum of forty-five (45) days written notice will be given for any permanent rotation to the affected employee(s) and the KPSA President before any rotation is made. Any previously scheduled vacation and time off periods will be honored if reassignments are made. Such reassignments are designed for better management and professional development, and may not be used for any other purpose. Management and KPSA agree that it is not the intent of this Agreement to negate the Operations Division Shift Lieutenant/Zone Sergeant shift bid nor temporary transfer provisions of the CBA. Personnel rotated or transferred under this provision shall not suffer loss of base pay.

Below the rank of Executive Lieutenant, the Chief shall select from the candidates for voluntary rotation assignments. If there are no volunteers, the least senior person (whether in a seniority shift bid or non-shift bid position) shall be assigned to the position. Captains and Executive Lieutenants shall retain their right to surrender their rank and bid into a lower rank within the KPSA at normal shift bid periods.

Section 11. Promotions Outside the Bargaining Unit: If an employee is permanently promoted to a position not included in the bargaining unit and is thereafter returned to a position within the bargaining unit, he or she shall have accumulated departmental and classification seniority while working in the position outside of the bargaining unit. It is agreed that no employee covered by this Agreement shall be displaced from his or her job classification as a result of the return to the bargaining unit by another employee under this Section.

Section 12. Time for Filling Vacancies: When it is necessary to fill a new permanent job classification or a permanent vacancy in an existing job classification within the bargaining unit, such position shall be filled within 30 calendar days, or if no current eligibility list is in effect, then

posted within thirty (30) calendar days from the date the position became vacant, unless the Chief determines that it is not necessary to fill the position within such period of time, in which event, he or she shall so notify the President of the Association in writing within 30 days of the position becoming vacant. A position will be deemed vacant on the day immediately following the last day worked by the person whose departure created the vacancy. If a vacancy exists in a permanent job classification that is to be filled and no eligibility list exists, such list shall be established and the position filled within 120 days from the date the position became vacant.

Section 13. Inspector's Position: The Chief agrees to select a member of the KPSA for the position of Inspector from memos of interest, provided that at least three KPSA members apply for this assignment. In the event that less than three KPSA members apply for assignment to the position of Inspector, the Chief of Public Safety may assign a KPSA member of his choosing to the position of Inspector, without regard to rank or seniority.

The person assigned to the position of Inspector continues to be a member of the KPSA, retaining all contractual benefits of the rank held by the member at the time of their assignment to the position of Inspector, including but not limited to, clothing allowance, seniority rights and the promotional opportunities as outlined in the Collective Bargaining Agreement (CBA) between the COK and KPSA. The Inspector is responsible for 24-hour monitoring/response of operations and will have a take home vehicle which may be used for reasonable personal use within a 45-minute response radius of Kalamazoo.

The assignment to Inspector is not subject to the "bid" procedure as outlined in the CBA, but the Inspector is eligible to work overtime in other divisions within their current rank. The Chief of Public Safety may select any of those KPSA members who apply for assignment to the position of Inspector. The selection process is at the discretion of the Chief.

Duration of this assignment, as well as duties and responsibilities, which may include internal investigations involving KPSA members, is at the discretion of the Chief of Public Safety. There is no requirement that the COK maintain the position of Inspector. If the Inspector's position is eliminated, the KPSA member currently in that position shall be transferred back to their last assignment.

## ARTICLE VII - LEAVES OF ABSENCE

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

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

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

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

Section 4. Military Leave: Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of his or her orders. Employees who are ordered to report for annual field training or called out due to active duty hereunder and who present evidence that they reported for and fulfilled such obligation, upon presenting evidence as to the amount of compensation received from the government, shall be paid the difference, if any, between what they received in the form of pay therefore, and what they would have received from the employer had they worked during such period. The compensation thus paid by the employer shall not exceed the difference in pay for eighty-four (84) hours in any one (1) calendar year. The pay differential is on a fiscal year from October 1 to September 30.

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

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

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

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

miles from Kalamazoo, in which event, the maximum paid funeral leave that may be granted shall be five (5) consecutive calendar days ending with and including the day following the funeral.

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

Section 6. Union Business Leave: Employees who are elected or selected by the Association or the Kalamazoo Lodge No. 98 of the Fraternal Order of Police to attend national or state conventions of the Fraternal Order of Police as its delegates, or to attend educational conferences on union related matters shall be allowed time off with pay and without loss of seniority for a period of not to exceed five (5) calendar days to attend such conventions or educational conferences, provided the Chief or designated representative is advised in writing by the Association of such intended absence at least ten (10) regularly scheduled working days prior to excused from jury duty, provided he or she is excused during his or her regularly scheduled shift. Failure of the employee to so the start thereof, and the needs of the department will not be seriously impaired by such absence. The cumulative number of hours for which the Employer will pay one or any combination of employees under this section during a calendar year shall not exceed a total of two hundred forty (240) hours.

Section 7. Jury Duty Leave: The Employer agrees that when a full-time regular employee is called for jury duty he or she should not lose financially because of such duty. The Employer therefore agrees that it will schedule the employee for the day shift on the days he or she is scheduled for jury duty and will pay to such employee the difference between what the employee received as pay for jury duty and what he or she would have earned had he or she been able to work his or her entire regularly scheduled shift. Such payment will only be made on days when the employee otherwise would have been scheduled to work. An employee shall report promptly to work when he or she is report shall cause him or her to forfeit all right and claim to jury pay under this Section.

**ARTICLE VIII - HOURS OF WORK**

Section 1. Normal Work Week: The normal average work week for association members shall consist of forty (42) hours per week. KPSA members assigned to 12 hr. Shift/Platoon/Zone duty in the Operations Division shall adhere to the following 28 day schedule:

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

“X” refers to regularly scheduled off duty days

Section 2. Work Schedules: KPSA members not assigned to 12 hr. (28 day rotation) Shift/Platoon/Zone duty in the Operations Division, will work a 42 hour per week schedule approved by the Chief. These employees will continue to receive an hour paid lunch. A normal work week for these employees shall consist of four (4) 10 hour days or four (4) 10½ hour days , unless otherwise approved by the Chief.

## ARTICLE IX - WAGES

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

- (a) Wage rates in effect December 31, 2017 shall be carried forward into this new Agreement for 2018;
- (b) Any employee promoted into the bargaining unit January 1, 2018 or later, who was paid under a revised (lower tier) wage scale in their previous bargaining unit, shall be placed into the wage scale reflected in Appendix "A". No lower tier wage scale shall be carried forward into the bargaining unit;
- (c) Effective July 1, 2018 wages shall be increased one percent (1.00%);
- (d) Effective January 1, 2019 wages shall be increased by two and one-half percent (2.5%);
- (e) Effective January 1, 2020 wages shall be increased to two and one-half percent (2.5%);
- (f) Effective January 1, 2021 wages shall be increased by two percent (2.00%)

Wage rates shall be calculated by the Employer's payroll program with "rounding" consistently applied.

Section 2 Salary schedule: At no time during the term of this contract will base wages for Public Safety Sergeant, Public Safety Lieutenant, and Public Safety Captain fall below (Sgt.) 12% (Lt.) 24%, or (Capt.) 36% above the PSO II top base wage. At no time during the term of this contract will there be less than a minimum of three percent (3%) spread between command unit classifications. The schedule set forth in Appendix "A" is the implementation of the above and is attached hereto and made a part hereof.

(a) On any given day or night, the on-duty Public Safety Lieutenant assigned to shift supervision in the Operations Division with the greatest amount of classification seniority shall be designated as Shift Commander and shall receive a four percent (4%) wage increase for all hours actually spent in such capacity. Such wage differential is set forth in the Wage Schedule as "Senior Public Safety Lieutenant."

(b) The most senior Operations Division Lieutenant bidding Shift 1 (Days) and the most senior Operations Division Lieutenant bidding Shift 2 (Nights) will receive the Senior Lieutenant pay rate as their base pay rate.

(c) The position of "Public Safety Executive Lieutenant" shall be compensated at a rate six percent (6%) above the Public Safety Lieutenant pay range. The following **three (3)** positions are designated as Executive Public Safety Lieutenant rank:

Operations Division Asst. Div. Commander  
Criminal Inv. Division Asst. Div. Commander  
Service Division Asst. Division Commander

**Section 3.** New or Altered Job Classifications: When and if the Employer creates a new job classification or effects a substantial alteration of the job content of an existing job classification, it shall set a salary therefore, and advise the Association in writing of the proposed salary. If the Association disagrees, it shall notify the Chief of Public Safety in writing within ten (10) regularly scheduled working days after receiving such written notice of its desire to negotiate with the Employer regarding such proposed salary. If a mutually satisfactory solution is not reached within thirty (30) calendar days of serving such notice on the Employer, the issue may be referred to the grievance procedure starting at the second step thereof. If, in the above procedure, a different salary is arrived at, the different rate shall become effective retroactively to the date the job classification was created or the job content thereof was changed. Failure of the Association to notify the Employer in writing of its desire to negotiate within the ten (10) regularly scheduled working day period or having serviced such notice, failure to refer the matter to the grievance procedure within the thirty (30) calendar day period shall constitute acceptance by the Association of the salary set by the Employer.

**Section 4.** Overtime Compensation: Time and one-half the employee's regular hourly rate of pay will be paid for all approved time necessarily spent on the job (including in-service training) in excess of his or her regularly scheduled work day or in excess of the regular work schedule which will not exceed 168 hours per two, two-week work schedule periods for the non-zone/shift/platoon assigned personnel and 168 hours during a 28 day work schedule period for personnel working the 42 hour zone/shift/platoon schedule, whichever results in the greater amount of overtime pay.

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

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

(c) Employees may accrue comp time up to a maximum of four hundred eighty (480) hours. Employees with more than four hundred eighty (480) hours accrued at the time of ratification of this Agreement may continue to use those hours, but cannot accrue more comp time hours until their comp time bank has been reduced below four hundred eighty (480) hours, at which time they will be subject to the four hundred eighty (480) hours cap.

(d) Once an employee elects to bank/accrue comp time, the comp time can be used as time off, or the employee can elect to cash out any portion of the accrued comp time at anytime, but comp time will not count towards Final Average Compensation (FAC).

**Section 5.** Court Pay: When, as a result of performing his or her duties as a Public Safety Officer, an employee is subpoenaed to make a court appearance or appearance before an administrative agency during off duty hours, the employee shall be paid for a minimum of two (2) hours at time and one-half his or her regular hourly rate of pay or for the actual time necessarily spent at the court or before the administrative agency at time and one-half his or her regular hourly rate of pay, whichever is greater. The two (2) hours guaranteed minimum provision shall not apply if the court appearance or appearance before an administrative agency occurs during the two (2) hour period immediately prior to the time an officer was scheduled to report for duty or the two (2) hour

period following his or her scheduled duty hours provided the officer is compensated at time and one-half his or her regular hourly rate for the time between the commencement or ending of his or her shift, whichever is applicable. The payment for time necessarily spent shall include any lunch recess taken by the court or administrative agency provided that the officer is required by the court or administrative agency to be present following the recess. As a condition of receiving such payment, the employee shall assign his or her court or administrative agency fee to the Employer.

**Section 6.** Training Pay: An employee who is called in for training at a time other than that for which he or she had previously been scheduled shall be paid for a minimum of two (2) hours at time and one-half his or her regular hourly rate of pay or for the actual time necessarily spent at time and one-half his or her regular hourly rate, whichever is greater. This provision does not apply to employees who were previously scheduled for a training session prior to their regular starting time or who may be retained after their regular quitting time for a training session, nor shall it apply to employees who are called in for periods of less than two (2) hours prior to the start of their shift, but who continue to work their regular shift thereafter. When training is conducted prior to or after an employee's regularly scheduled shift, the Employer agrees not to change the employee's regularly scheduled shift in order to avoid overtime payments. When an employee is held over for training, such employee shall be compensated at the appropriate overtime rate.

**Section 7.** Call In Pay: An employee who is called in to perform work at a time other than that for which he or she had previously been scheduled shall be paid for a minimum of four (4) hours at time and one-half his or her regular hourly rate of pay or for the actual time necessarily spent at time and one-half his or her regular hourly rate, whichever is greater. This provision does not apply to employees who were previously scheduled to start work prior to their regular starting time or who may be retained after their regular quitting time, nor shall it apply to employees who are called in for periods of less than two (2) hours prior to the start of their shift, but who continue to work their regular shift thereafter. When an employee is called and then continues to work his or her regularly scheduled shift, the Employer agrees not to shorten the employee's regularly scheduled shift in order to avoid overtime payments.

**Section 8.** Pay During Temporary Transfer: When an employee is temporarily transferred for the convenience of the Employer from one job classification to another, as provided in Section 8 of Article VI, the transferred employee shall suffer no loss of pay or other benefits because of the transfer. If the classification to which the employee has been transferred is higher than the employee's permanent classification, he/she shall receive the acting pay rate of the position being worked for the duration of that transfer after the first hour.

**Section 9.** Voluntary Specialized Training: In service personnel receiving voluntary specialized training, who thereafter voluntarily resign for reasons other than promotion from the special duty within three (3) years, will be required to reimburse the City for the training funds expended to give them the specialized training on a pro rata basis.

**Section 10.** Acting Pay: Employees shall receive acting pay on the following basis:

(a) In the event the Captain of Operations or CID is absent from duty for 42 or more consecutive regularly scheduled work hours, the Chief or the Chief's designee shall assign one of the Executive Lieutenants to the position of Acting Captain. The Executive Lieutenant will be

compensated at the lowest Captain pay rate that results in a pay increase, for the period assigned to the position of Acting Captain. When serving as acting Captain, the Executive Lieutenant will assume call-in, on-call and notification responsibilities of the Captain. The acting Captain will have access to a department vehicle in order to fulfill the call-in and on-call responsibilities. **In the event that the Captain and Executive Lieutenant of CID is absent from duty for 42 hours of more consecutive regularly scheduled work hours, the Chief or Chief's designee shall assign the CID Sergeant to the position of Acting Captain. The Sergeant will be compensated at the starting Captain pay rate for the period during which he/she is elevated to Acting Captain status. When serving as Acting Captain. The CID Sergeant will assume call-in, in-call, and notification responsibilities of the Captain.**

(b) In the event that the Captain of KVET is absent from duty for 42 or more consecutive regularly scheduled work hours, the Chief or Chief's designee shall assign one of the KVET Sergeants to the position of Acting Captain. The Sergeant will be compensated at the starting Captain pay rate for the period during which he/she is elevated to Acting Captain status. When serving as Acting Captain, KVET Sergeants will assume call-in, on-call, and notification responsibilities of the Captain.

(c) In the event that the Captain of the Training Division is absent from duty for 42 or more consecutive regularly scheduled work hours, the Chief or Chief's designee shall assign the Sergeants assigned to the Training Division to the position of Acting Captain on the 43<sup>rd</sup> consecutive hour of absence. The Sergeant will be compensated at the starting Captain pay-rate for the period during which he/she is elevated to Acting Captain status.

(d) In the event that the Captain of the Service Division is absent from duty for more than 42 consecutive regularly scheduled hours, the Chief or Chief's designee shall assign the Executive Lieutenant assigned to the Service Division to the position of Acting Captain on the 43<sup>rd</sup> consecutive hour of absence. The Executive Lieutenant of the Service Division will be compensated at the Captain's pay rate that is an increase of their current rate.

(e) If the Division Captain is absent for 42 or more consecutive hours that were unanticipated (i.e. Sick Time, Injury, etc.) the Assistant Division Commander will receive "Acting Pay" from the 1<sup>st</sup> hour in the Operations, CID, and KVET, **Service and Training Divisions.**

When determining eligibility for acting pay, "consecutive regularly scheduled work hours" do not necessarily all have to fall in the same calendar week. Illustration: where a Captain is scheduled to work on Tuesday, Wednesday, and Friday of one week, then is not scheduled to work again until the following Monday, the hours he/she is scheduled to work on those days would constitute regular scheduled work hours.

If the Division Commander is absent for 42 or more consecutive hours that were unanticipated (i.e. Sick Time, Injury, etc.), the Assistant Division Commander will receive "Acting Pay" from the 1<sup>st</sup>

hour in the case of the Operations, CID, or KVET Divisions or the 43rd hour in the case of the Training Division.

“Absence from duty” as used herein means being on a leave of absence under Article VII of the Agreement, FMLA leave, sick leave, holiday leave, comp time off, vacation or suspension.

Section **11**. Assignment Bonus: KPSA Sergeants in the assignments of CID, Canine, KVET, Communications Sergeant, CPO, and Training Division shall receive an annual assignment bonus of Five Hundred Dollars (\$500), which is not rolled into base pay. **KPSA members in the assignment of SWAT Commander, Bomb Squad Commander, Honor Guard Commander and Haz-Mat Commander shall receive an annual assignment bonus of Five Hundred Dollars (\$500), which is not rolled into base pay.** This bonus is to be paid during the first pay period in December.

This bonus is to be paid during the first pay period in December. In 2007, the Lieutenants and Executive Lieutenants received a one-time bonus of \$500.00 and the Sergeants received a one-time bonus of \$1,000.

#### ARTICLE X - VACATIONS

Section 1. Vacation Schedule: Employees who, as of December 31 of any year, have completed less than one (1) year of continuous employment shall be entitled, during the next calendar year, to receive, pro rata, their applicable portion of vacation with pay calculated on the basis of paid vacation for one (1) completed year of continuous service. Employees who, as of December 31 of any year, have completed one (1) or more years of continuous service with the Employer shall receive vacation pay in accordance with the following schedule retroactive to January 1, 2007:

<u>Completed Years of Service</u>	<u>Hours Vacation</u>
1 but less than 5	96
5 but less than 11	138
11 but less than 12	144
12 but less than 13	156
13 but less than 14	162
14 but less than 15	168
15 or more	180

Section 2. Vacation Carryover: Employees shall be allowed the option to carry over up to one hundred, thirty eight (138) hours of vacation into the next calendar year provided that the employee wishing to carry surplus vacation time into the next year has used at least one (1) week of vacation time-off during the year.

Section 3. Annual Vacation Selection: Association members shall select vacation dates on the basis of classification seniority within their respective Divisions, bureaus, Units, (etc.).

Effective 1-01-99, a third vacation slot will be added to the Operations Division shift/platoon command vacation roster which will be specifically designated for Platoon Lieutenants. Sergeants

will sign for the remaining two vacation slots. Neither rank will be allowed to sign for vacant vacation slots designated for the other rank.

On dates when all three (3) available vacation slots are filled, no one will be permitted to take Holiday Leave time off if their resulting absence would result in overtime.

Once the vacation schedule has been signed (first time through) the schedule shall again be circulated by classification seniority so that employees may sign for additional vacation days, including days still available during the months of June, July and August. Vacation requests submitted after the above process has been completed will be granted on a first-come, first-served basis.

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

## ARTICLE XI - HOLIDAYS

Section 1. Holidays: The following days are recognized as holidays under this Agreement retroactive back of January 1, 2007: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, the day celebrated as Veteran's Day under State Law, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Eve Day. An employee may substitute Martin Luther King Day for another worked holiday if he/she is scheduled to work on Martin Luther King Day by notifying his/her supervisor at least two weeks in advance. If there are sufficient employees scheduled, the employee may take Martin Luther King Day as a day off.

(a) Effective 1-02-99, Holidays shall be considered as starting at the beginning of each regularly scheduled shift on which the actual holiday falls.

Section 2. Holiday Pay: Employees who are regularly scheduled to work on a day celebrated as a holiday, and who are required to work, shall receive their regular salary plus time and one-half their regular straight time hourly rate of pay for each hour actually worked on the holiday. If an employee is held over on a holiday, the City will pay the employee's regular rate plus time and one-half for all hours worked continuously on a holiday. This shall not apply to employees volunteering for work on a holiday.

Employees not regularly scheduled to work on a day celebrated as a holiday shall receive holiday pay at their regular scheduled rate for that day. Non-essential employees will continue to determine their holiday schedules.

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

## ARTICLE XII - LONGEVITY

Employees who, during the calendar year, complete six (6) years of continuous service with the Employer and who, as of the day of payment thereof, in such year are still employed by the Employer, **and who were otherwise eligible for longevity under the KPSOA Labor Agreement at the time of their promotion into the KPSA Bargaining Unit** shall qualify for a lump sum longevity payment during the first pay period of December of that calendar year which shall be computed as follows:

Effective January 1, 2004, this formula will change to the following:

6-10 years of service = 2% of \$40,000 base salary.

11-14 years of service = 4% of \$40,000 base salary.

15+ years of service = 6% of \$40,000 base salary.

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

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

## ARTICLE XIII - INSURANCE

**SECTION 1 - FALSE ARREST/NEGLIGENCE INSURANCE:** The Employer agrees to provide false arrest and negligence protection insurance, as provided by a standard policy, in an amount of One Hundred Thousand Dollars (\$100,000.00) per person and Three Hundred Thousand Dollars (\$300,000.00) per incident. In lieu of purchasing a false arrest and negligence protection insurance policy, the Employer may provide the same level of benefits through self insurance.

**SECTION 2 - GROUP LIFE INSURANCE:** The Employer agrees to continue to pay the entire premiums for group life insurance for each active employee in the bargaining unit after such employee has completed nine (9) months of continuous employment with the Employer in the amount of Twenty Thousand Dollars (\$20,000) with a double indemnity rider.

**SECTION 3 - HEALTH CARE COVERAGE:** The City agrees to provide the Custom Community Blue PPO Plan, or an equivalent PPO Plan through another insurance carrier authorized to conduct business in the State of Michigan. Such insurance will be available to active, regular, full-time employees and their dependents up to age 26 in accordance with the Patient Protection and Affordable Care Act of 2010 if the employee authorizes the payroll deduction for their portion of the premium.

**HDHP/HSA Plan Option:** Beginning with the 2019 Benefit Year, if the City offers a High Deductible Health Plan / Health Savings Account (HDHP/HSA) program to the Non-Bargaining Unit (NBU) employee group, it will offer the same type of program to the KPSOA membership. Design of the KPSOA plan will mirror the NBU plan including any employer contribution to the H.S.A. and employee contribution to the cost of the plan. Participation by employees will be voluntary.

- (a) Benefits: The following table represents highlights of the plan, details and modifiers of the coverage are in the PPO plan document which is available from the Human Resources Department.

	Preferred Provider Plan	
Effective Date	1/1/2018	
	In-Network	Out of Network
Deductible		
Single	\$650	\$3,250
Family	\$1,300	\$6,500
Preventive Care	100%	None
Office Visit	\$25	60% after Deductible
E. R. Co-Pay	\$50	
Tele-Medicine	\$10	None
Other Coverage	80% / 20%	60% / 40%
effective January 1 each year (after Deductible)		
Maximum Out of Pocket		
Single	\$3,900	\$13,000
Family	\$7,800	\$26,000
Prescription Co-Pay		
Generic	\$10	25% of the approved amount for the drug minus applicable co-pay \$10/\$30/\$60/\$150
Formulary	\$30	
Non-Formulary	\$60	

Specialty Class	\$150	
Pharmacy Initiatives	Yes	Yes

	Preferred Provider Plan	
<b>Effective Date</b>	1/1/2019	
	<b>In-Network</b>	<b>Out of Network</b>
<b>Deductible</b>		
Single	\$800	\$3,250
Family	\$1,600	\$6,500
<b>Preventive Care</b>	100%	None
<b>Office Visit</b>	\$25	60% after Deductible
<b>E. R. Co-Pay</b>	\$75	
<b>Tele-Medicine</b>	\$10	None
<b>Other Coverage</b> effective January 1 each year (after Deductible)	80% / 20%	60% / 40%
<b>Maximum Out of Pocket</b>		
Single	\$4,000	\$13,000
Family	\$8,000	\$26,000
<b>Prescription Co-Pay</b>		
Generic	\$15	25% of the approved amount for the drug minus applicable co-pay \$15/\$35/\$80/20%; \$150- \$300
Formulary	\$35	
Non-Formulary	\$80	
Specialty Class	20%; \$150 min. - \$300 max.	
<b>Pharmacy Initiatives</b>	Yes	Yes

	<b>Preferred Provider Plan</b>	
<b>Effective Date</b>	<b>1/1/2021</b>	
	<b>In-Network</b>	<b>Out of Network</b>
<b>Deductible</b>		
Single	\$950	\$3,250
Family	\$1,900	\$6,500
<b>Preventive Care</b>	100%	None
<b>Office Visit</b>	\$25	60% after Deductible
<b>E. R. Co-Pay</b>	\$150	
<b>Tele-Medicine</b>	\$10	None
<b>Other Coverage</b>	80% / 20%	60% / 40%
effective January 1 each year (after Deductible)		
<b>Maximum Out of Pocket</b>		
Single	\$4,500	\$13,000
Family	\$9,000	\$26,000
<b>Prescription Co-Pay</b>		
Generic	\$20	25% of the approved amount for the drug minus applicable co-pay \$20/\$40/\$100/20%; \$150-\$300
Formulary	\$40	
Non-Formulary	\$100	
Specialty Class	20%; \$150 min. - \$300 max.	
<b>Pharmacy Initiatives</b>	Yes	Yes

(b) 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 1<sup>st</sup> and ending April 30<sup>th</sup> 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 copayments, coinsurance, 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 KPSA with the calculation of the employee contribution. The monthly contribution will be deducted in equal installments from 24 pay periods per year.

- (c) Employees will pay 20% of the Transitional Reinsurance Fee established by the Patient Protection and Affordable Care Act pro-rated to the KPSA. Payment will be included in the employee contribution calculation referenced above.
  
- (d) Opt-Out Provision: Employees who, on the date of execution of this agreement, have either two-person or family medical coverage and who are covered under their spouse's medical insurance, may, by execution of the waiver of health insurance coverage form, elect an annual payment of \$1,750 in lieu of their coverage.

**For waivers executed for January 1, 2019 and later the annual payment will be increased to \$2,000 and the referenced spouse's medical insurance must not be provided by the City of Kalamazoo.**

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

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

(e) **Revised Benefits**

Any employee promoted into the bargaining unit who has a revised retiree health care plan will continue in that plan after promotion.

**Retiree Health Care Savings Plan: Employees hired prior to September 7, 2011 will continue to be eligible for Traditional Retiree Medical Benefits as defined in the Labor Agreement Item (f) below. Employees hired September 7, 2011 or later will not be eligible for Traditional Retiree Medical Benefits described in paragraph (f) Employee Coverage and Contributions above. Employees hired September 7, 2011**

and later will be enrolled in a Retiree Health Care Savings Plan (RHCSP). The RHCSP will have the following features:

- i. The Employer will choose the Plan Administrator;
  - ii. The Plan will provide various investment choices in which the employee can direct investment of account funds;
  - iii. The Employer will fund the employee's individual plan account \$100.00 per bi-weekly pay period (pre-tax) to a maximum contribution of \$2600.00 per year;
  - iv. Employees must be eligible to draw a pension benefit from the Employer to qualify for the Employer's contributions. Employees vest in the Employer's contributions (plus or minus gains and losses) according to the following schedule;
    1. Less than 10 years of service with the Employer; 0% vested in their account value;
    2. 10 years of service with the Employer; 50% vested in their account value;
    3. 11 years of service with the Employer; 55% vested in their account value;
    4. 12 years of service with the Employer; 60% vested in their account value;
    5. Each additional year of service with the Employer gains 5% vesting in their account value;
    6. 20 years of service with the Employer; 100% vested in their account value;
- b. Voluntary Election of RHCSP

Employees hired prior to September 7, 2011 may voluntarily elect in writing to waive participation in the Traditional Retiree Medical Benefits described in Item (f) below 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;

i. 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 \$2990.00;

1. Employees who make this election in writing within twelve 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 January 1, 2019.

ii. Will have their past employment service credited towards vesting in the Employer's contribution;

c. Duty Disability

i. In the event of a Duty Disability Retirement, the employee is, as of the date of their retirement, 100% vested in the value of their account regardless of their level of service.

ii. In addition, the Employer will contribute an amount equal to 100% of the then current RHCSA annual benefit times the number of years 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.

d. Voluntary Contributions

i. Employees may voluntarily contribute monies to the Plan via payroll deduction on a post-tax basis. Employees are fully vested in their contributions to the Plan (plus or minus gains and losses).

(f) Traditional Retiree Medical Benefits:

Employee Coverage and Contributions:

i. Employees who retire on or after January 1, 2007 with twenty (20) years of credited service may maintain their health insurance in effect by paying the monthly premium for such coverage in advance to the Employer.

ii. Employees who retire on or after January 1, 2007 with twenty (20) years of credited service shall receive the health insurance benefit as described for twenty-five (25) year employees retiring after January 1, 2007, when they

would have qualified for a Normal Retirement Benefit had they remained employed. The retirees will pay the same health care cost increases as the active employees, to a maximum of 50% above the contribution rate at time of retirement (e.g. monthly contribution payment at retirement = \$87.00; maximum monthly contribution payment in retirement will never be more than \$130.50).

- iii. Employees who retire on or after January 1, 2007, with twenty-five (25) years of credited service or who have attained at least fifty (50) years of age and ten (10) years of credited service, may continue single or two-person (employee and spouse) coverage receiving the same insurance as active employees, to a maximum of 50% above the contribution rate at time of retirement (e.g. monthly contribution payment at retirement = \$87.00; maximum monthly contribution payment in retirement will never be more than \$130.50).
- iv. Employees who retire December 1, 2017 and later with twenty-five (25) years of credited service or who have attained at least fifty (50) years of age and ten (10) years of credited service, may continue single or two-person (employee and spouse) coverage receiving the same insurance as active employees, to a maximum of 75% above the contribution rate at time of retirement (e.g. monthly contribution payment at retirement = \$209.86; maximum monthly contribution payment in retirement will never be more than \$367.26).
- v. **Employees who retire January 1, 2021 and later with twenty-five (25) years of credited service or who have attained at least fifty (50) years of age and ten (10) years of credited service, may continue single or two-person (employee and spouse) coverage receiving the same insurance as active employees, to a maximum of 95% above the contribution rate at time of retirement = \$246.18; maximum monthly contribution payment in retirement will never be more than \$480.05).**
- vi. An employee, retiree, and their dependents who are eligible for Medicare will be required to enroll in Medicare **Parts A and** Part B. Covered expenses will be paid primarily by Medicare Part B, and the City of Kalamazoo health care plan will be the secondary payer. (The COK plan will “wrap” and pay what is not covered under the Medicare **Parts A and** B benefits.) The City agrees to pay the monthly premium for the retiree.

**As an alternative to enrollment in Medicare A and B and the City of Kalamazoo health care plan, for employees who retire on or after February 6, 2018 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 that otherwise provided by 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; however, the City will pay the full monthly premium of the Medicare Advantage Plan. The City and Union agree that the Union does not represent current retirees or negotiate on their behalf and nothing in this paragraph is intended to alter the meaning of any previously negotiated paragraph within Article XIII Section 3 (e) of "Retiree Benefits".**

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

**SECTION 4 – DENTAL COVERAGE:** The Employer shall provide a Delta Dental Insurance Plan for each employee and his or her dependents.

The Employer shall provide an Orthodontics rider with a \$1,000 lifetime maximum benefit for Association member dependents under the age of 19.

Effective January 1, 2014 employees shall pay \$6.00 per month towards the cost of their dental insurance. The monthly contribution will be deducted in equal installments from 24 pay periods per year.

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

#### **ARTICLE XIV - SICK LEAVE**

Section 1. **Sick Leave Accumulation:** 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.

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

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

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

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

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

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

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

(b) There will be no deduction from sick leave credits from the first (1<sup>st</sup>) day and for a period of fifty-two (52) weeks, when an employee's absence from work is necessitated because of an injury or illness arising out of or in the course of his or her employment by the Employer and which is compensable under the Michigan Workers' Compensation Act. During such period, the Employer will make up the differences between the amount of the daily benefit to which he or she is entitled under the Act and the amount of daily pay he or she would have received in his or her own job classification had he or she worked, but not to exceed the daily pay for the regularly scheduled hours lost from work. Thereafter, and in accordance with past practice, an employee's unused accumulated paid sick leave credits shall be reduced by the difference between the amount of daily benefit to which he or she is entitled under the Act and the amount of daily pay he or she actually receives. It is understood and agreed that in the event the Employer's medical doctor certifies that the employee is capable of performing light police duty, he or she shall report

for such duty, unless the employee's doctor certifies that the employee should not return to work in which event, if the Employer continues to desire the employee to return to light duty, the employee shall then be sent to a medical doctor jointly selected by the Employer and the Association. The Employer shall pay the fee for this examination. The decision of such medical doctor shall be final and binding upon the Employer and the Association.

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

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

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

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

## ARTICLE XV - PENSION

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

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

(b) Effective January 1, 1999, the Plan shall be amended to provide: (1) a Normal Retirement Benefit after 25 years of credited service or age 50 with 10 years of credited service, whichever occurs first, and to provide a Normal Retirement Benefit calculated on the basis of 2.6% times Final Average Compensation times the years of credited service with a maximum benefit equal to 67.6% of Final Average Compensation. Effective for employees retiring on or after January 1, 2003, the normal retirement benefit shall be calculated on the basis of 2.7% time Final Average Compensation times the years of credited service with a maximum benefit equal to 70.2% of Final Average Compensation; (2) an Early Retirement Benefit for employees retiring on or after completion of 20 years of service, but their benefit shall be based upon 2.0% times Final Average Compensation times years of credited service; (3) a Vested Benefit for employees who terminate employment with a vested benefit shall be based upon 2.0% times Final Average Compensation times years of credited service and such benefit shall be payable when the employee would have qualified for a Normal Retirement Benefit had he or she remained employed; (4) the following definition for on the job injury:

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

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

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

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

(c) Effective 1-1-95, the addition of REGULAR OVERTIME to base pay for purposes of calculating final average compensation for pension purposes is eliminated. The employee and employer will not contribute to the pension fund on regular overtime earned. The following items are included for purposes of calculating final average compensation: night shift premium, longevity, educational bonus, comp time lump sum payment (requested on or before December 31, 1998), holiday premium pay, and any other payments where employee/employer pension contributions are required. Effective January 1, 1999, all lump sum comp time payments are excluded from the calculation of final average compensation.

(d) Effective 1-1-95, a post retirement adjustment of 2% in January of each year, compounded annually, for those who retire after 1-1-95 is provided. Said adjustment is to be implemented the first January following the actual retirement date. This post-retirement adjustment will not apply to employees who retire under the provision allowing retirement at age 50 with 10 years of credited service. In order to receive this 2% compounded post-retirement adjustment, an employee must have at least 25 years of service.

(e) Effective January 1, 1998, employees' contribution to the pension plan shall decrease from 8.5% to 8.0% of wages; in 1999 it shall decrease from 8.0% to 7.25%; and in 2000, it shall decrease from 7.25% to 6.50%. Effective upon ratification of the Tentative Agreement the employee contribution to the pension system will be reduced from 6.5% to 4.5%. If the overall city funding level drops to an amount less than 120% funding, the employee contribution shall return to 6.5%. Funding levels will be determined by the year-end actuary report and any changes to the contribution levels shall take effect the first pay period in July.

(f) Effective January 1, 1999, if an employee is absent from work for an entire pay period and is not receiving pay from the City from which pension contributions are being made, that period of time will not be included as a period of credited service. An employee who has had such a period may "buy back" that time by making the pension contribution attributable to that period in the same manner as for military service buy back. When an employee is absent from work and is receiving sick pay benefits from which pension contributions are made either from the employee's own sick leave bank or from donated sick leave time, the period of time the employee is absent and receiving sick leave benefits will be counted toward the employee's credited service. The departmental seniority date of employees currently employed in the Department will be their credited service date as of January 1, 1999, in addition to any time purchased pursuant to the split service provisions of this Agreement.

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

(g) Except as previously agreed by the parties in a Memorandum of Understanding as to specific individuals, any employees who have split service will receive a split service pension benefit upon retirement. Current bargaining unit employees with split service will be permitted to convert their non-public safety time into public safety time (for purposes of credited service) if they first pay the difference between the contribution rate that was paid and the contribution rate that would have been paid had the earlier time actually been for public safety. Employees hired into this bargaining unit after January 1, 1999 who have split service will receive a split service pension benefit upon retirement.

(h) Effective January 1, 1999, the period of service time that will be credited to an employee who was classified as and worked as a part-time employee of the City, for that period of part-time service, will be calculated by pro-rating the number of hours worked in a year against the number of hours regularly scheduled in that year for full-time employees in that job classification. For example, an employee who worked 30 hours per week when full-time

employees were regularly scheduled to work 40 hours per week, will be credited with .75 years of service for that year.

(i) Beginning January 1, 1999, employees with more than twenty-six (26) full years of service and less than thirty (30) years of service will not have to make contributions to the pension plan during their 27<sup>th</sup>, 28<sup>th</sup>, and 29<sup>th</sup> years of service. For purposes of this provision, "years of service" includes military buy-back time.

#### **ARTICLE XVI - COMMUNITY RELATIONS COMPLAINTS**

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

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

(b) The member of the department being questioned shall be informed of the nature of the investigation before any interrogation commences. The complainant and/or witnesses need not be disclosed. If the member of the department is being questioned for the purpose of being a witness only, he or she shall be so informed before the questioning commences. If the investigation implicates a member of the department who has been questioned as a witness, he or she shall be informed of the charge and the nature of the investigation before interrogation commences on another occasion. However, it is understood and agreed that the informing of a member of the department that he or she is being questioned as a witness only in no way provides immunity for such employee from disciplinary action which may be taken as a result of information disclosed during the course of the interrogation or investigation.

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

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

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

#### **ARTICLE XVII - MISCELLANEOUS**

Section 1. Equipment: The Employer agrees to continue the current practices concerning the supplying of officers with clothing and equipment. Sworn officers shall be provided with a handgun and ammunition. The Employer shall at its expense clean the clothing provided and

replace items worn out or damaged through the non-negligent actions of the uniformed officer to which the item has been assigned.

Section 2. Clothing Allowance: In lieu of receiving uniforms supplied by the Employer, **employees** in the following **assignments** shall receive a clothing allowance in the annual amount of eleven hundred dollars (\$1,100.00). Such payment shall be made during the first pay period in December and be in the form of a voucher check. Employees serving in **these** assignments for less than the full calendar year will qualify for a pro-rated amount of that year's allowance. The Employer agrees to continue the current practice of cleaning the clothing of plainclothes persons.

- a. **Captain CID**
- b. **Captain COPS**
- c. **Captain Professional Standards**
- d. **Inspector Professional Standards**
- e. **Executive Lieutenant of CID**
- f. **Sergeant of CID**
- g. **Sergeant of KVET**

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

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

Section 5. Night Shift Premium: Employees who bid or are assigned to the 7:00 p.m. to 7:00 a.m. (12 hour) shift shall be entitled to a shift premium. A lump sum payment shall be made once a year during the first pay period of December. This payment shall be for the calendar year in which it was received and corresponds to the years of service on December 1 of the year in which it is paid. If an employee permanently transfers shifts during the year, the payment will be prorated based on the amount of time worked on the night shift.

Effective January 1, 1998

Start/6 mo.	1 yr.	2 yr.	3 yr.	4 yr.	5 yr.	6 yr.
\$480	\$600	\$720	\$840	\$960	\$1,080	\$1,200

Effective January 1, 2012, the night shift premium will convert to an hourly rate (55¢) and be paid concurrently with time worked. A separate wage classification schedule is included in Appendix A and differentiates the night shift wage schedules from the day shift schedules.

Effective January 1, 2012, all command officers who start a shift between the hours of 1500 and 0700 shall be paid at the night time classification.

Section 6. Drug Testing: All members shall submit to random drug testing provided a KPSA/City Committee can establish a framework for implementation. **Employees may choose**

**between urine based testing or hair based testing when participating in the random testing process. Cut off levels of urine based test results will be the same as those used in the KPSOA urine based protocol.**

**Management will retain the right to require hair based testing in other applicable testing circumstances.**

Section 7. Educational Bonus: Employees who attain higher education degrees shall receive an annual educational bonus to be paid during the first pay period of December. The qualifying degree must have been awarded prior to the beginning of the first pay period of December to be included in that year's payment. Educational bonuses will be awarded in the following amounts:

Associates Degree	\$325. <b><u>(Grandfathered employees only)</u></b>
Bachelors Degree	\$575.
Masters Degree	\$825.

**Employees within the KPSA bargaining unit as of January 1, 2018, and who hold an Associate's Degree, will be grandfathered as eligible for an Associate's Degree Bonus. Employees who join the KPSA bargaining unit January 1, 2018 or later will not be eligible for the Associate's Degree Bonus.**

**Effective January 1, 2018 employees in the KPSA bargaining unit who hold a Bachelor's Degree or a Master's Degree shall receive the applicable educational bonus as described above.**

**Employees who are eligible for an educational bonus will be paid for only one degree and paid at the highest level achieved.**

Section 8. Physical Fitness: The City and the KPSA agree to form a committee to develop a voluntary physical fitness program.

Section 9. Captain's Take-home Vehicles: Division Captains, as major division commanders, will have take home vehicle responsibilities, will share on-call responsibilities for major incidents and working fires on a periodic rotational basis to be established by general orders and will immediately respond when notified of the need to do so by the Communications Center, the Shift Commander, or Chief officer. Captains will also respond to unusual events or operations after hours which are pertinent to their divisional responsibilities. Time spent on such after hours responses earn compensatory time off at the established contract rate. Management reserves the right to exempt a captain who by mutual agreement is unable to fulfill the responsibilities of this provision for health reasons. Captains also have the right to reasonable personal use of their take home vehicle, within a 45-minute response radius to Kalamazoo.

**Executive Lieutenants may, at Management discretion be assigned take home vehicles. The use of such vehicles shall be to commute to and from work subject to the above requirements. However, they may not be otherwise used for personal use except for personal errands on a "di-minimus" basis while commuting to and from work.**

Section 10. Special Pays. All special pays will be paid in the first pay period in December of each year. All special pays will be pro-rated based on the contract year and the portion of that year that the employee was in the position that entitles the employee to the special pay.

Section 11. Retiree Firearm's Training: The City of Kalamazoo will continue its current practice, as it relates to allowing those KPSA members who retire in good standing, to fulfill federal and/or state requirements which allow retired law enforcement officers to carry firearms. The City of Kalamazoo will provide documentation of successful completion of required training and photographic identification. Costs of such training and certification of successful completion are the responsibility of the retiree. This provision is void if current legislation is repealed and/or amended prohibiting retired law enforcement personnel from carrying firearms.

Section 12. Military Buy-Back: Effective January 1, 2007, the City shall designate a thirty (30) day period of time during which employees will be allowed to buy back up to three (3) years of military time in accordance with the military buy back provisions of the pension plan. The City shall notify employees in writing at least thirty (30) days prior to commencement of the thirty (30) day buy back period of the starting and stopping period for the buy back military time. (Already agreed to and implemented).

Section 13. Severability: If any section of the Agreement or any addendum thereto shall be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any section should be ruled invalid by such tribunal, the remainder of the agreement and addenda shall not be affected thereby, and the parties shall enter into collective bargaining negotiations for the purpose of arriving at a replacement for the section.

Section 14. Rejection, modification or termination of Agreement after appointment of a Financial Manager. The terms of this agreement are subject to rejection, modification or termination pursuant to the provisions of the Local Government and School District Fiscal Accountability Act, PA 4 of 2011.

Section 15. Direct Deposit. Effective January 1, 2014 all current and future employees shall be paid through the Employers Payroll Direct Deposit program. Employees without a financial account shall use a payroll card provided by the Employer. Any fees required by the use of the card shall be paid by the employee.

**Section 16. FTO Supervisor and FTO Coordinator. During the time period that the organization has new employees which require Field Training Officers (FTO) the following shall apply. There shall be no more than eight (8) KPSA members at the rank of Sergeant assigned as FTO Supervisors and no more than one (1) KPSA member at the rank of Lieutenant or above assigned as the FTO Coordinator. FTO Sergeants shall be entitled to one hour of compensation time (1.5 hours) for each day he or she is assigned to supervise a KPSOA-FTO who is assigned one or more "trainee" employees in the Field Training Program on his or her regular duty shift. The FTO Coordinator shall be entitled to one hour to one hour of compensation time (1.5 hours) for each day he or she is regularly scheduled during the time period when officers are assigned to the FTO Program. If the**

FTO Coordinator is above the rank of Lieutenant, he or she shall not be eligible for additional compensation time under this article.

Section 17. 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 President of the KPSA.

### ARTICLE XVIII - DURATION

This Agreement shall become effective as of the first day of January, 2018. The Agreement shall remain in full force and effect through the 31st day of December, 2021, and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) days prior to the expiration of any subsequent automatic renewal period of its intention amend, modify or terminate this Agreement.

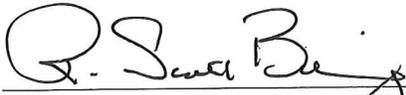
IN WITNESS WHEREOF, the parties have caused their duly authorized agents to sign this Agreement on the 18th day of April, 2018.

KALAMAZOO POLICE  
SUPERVISOR'S ASSOCIATION

  
Sergeant Thomas Den Harder  
President, KPSA

  
Lieutenant Jason Hendrick  
Secretary/Treasurer, KPSA

  
Captain Matt Huber

  
Executive Lieutenant Scott Boling

  
Lieutenant Mike Treu

  
Sergeant Mike Ferguson

CITY OF KALAMAZOO

  
James Ritsema, ICMA - CM  
City Manager

  
Karianne Thomas  
Chief of Public Safety

  
Nick Christy  
Human Resources / LR Director

  
Ronald Markan  
Senior Labor Relations Specialist

  
Julie Milowe  
Sr. Human Resources Advisor

  
Thomas Skrobola  
Management Services Director/CFO

**Appendix A**

<u>Code</u>	<u>Classification</u>	<u>Effective Date</u>	<u>CBA Increase</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
S0135	Police Sergeant	1/1/2018	0.00%	\$32.36	\$33.28	\$34.19
		7/1/2018	1.00%	\$32.68	\$33.61	\$34.53
		1/1/2019	2.50%	\$33.50	\$34.45	\$35.40
		1/1/2020	2.50%	\$34.34	\$35.31	\$36.28
		1/1/2021	2.00%	\$35.02	\$36.02	\$37.01
S0134	Public Safety Sergeant	1/1/2018	0.00%	\$35.70	\$36.73	\$37.72
		7/1/2018	1.00%	\$36.06	\$37.10	\$38.10
		1/1/2019	2.50%	\$36.96	\$38.03	\$39.05
		1/1/2020	2.50%	\$37.88	\$38.98	\$40.03
		1/1/2021	2.00%	\$38.64	\$39.76	\$40.83
S0134N	Public Safety Sergeant Night Shift	1/1/2018	0.00%	\$36.25	\$37.28	\$38.27
		7/1/2018	1.00%	\$36.61	\$37.65	\$38.65
		1/1/2019	2.50%	\$37.51	\$38.58	\$39.60
		1/1/2020	2.50%	\$38.43	\$39.53	\$40.58
		1/1/2021	2.00%	\$39.19	\$40.31	\$41.38
S0139	Public Safety Lieutenant	1/1/2018	0.00%	\$38.30	\$39.25	\$41.76
		7/1/2018	1.00%	\$38.68	\$39.64	\$42.18
		1/1/2019	2.50%	\$39.65	\$40.63	\$43.23
		1/1/2020	2.50%	\$40.64	\$41.65	\$44.31
		1/1/2021	2.00%	\$41.45	\$42.48	\$45.20
S0139N	Public Safety Lieutenant Night Shift	1/1/2018	0.00%	\$38.85	\$39.80	\$42.31
		7/1/2018	1.00%	\$39.23	\$40.19	\$42.73
		1/1/2019	2.50%	\$40.20	\$41.18	\$43.78
		1/1/2020	2.50%	\$41.19	\$42.20	\$44.86
		1/1/2021	2.00%	\$42.00	\$43.03	\$45.75
S0136	Public Safety Fire Lieutenant (56 Hour Schedule)	1/1/2018	0.00%	\$28.73	\$29.44	\$31.32
		7/1/2018	1.00%	\$29.02	\$29.73	\$31.63
		1/1/2019	2.50%	\$29.75	\$30.47	\$32.42
		1/1/2020	2.50%	\$30.49	\$31.23	\$33.23
		1/1/2021	2.00%	\$31.10	\$31.85	\$33.89

S0137	Sr. Public Safety Lieutenant	1/1/2018	0.00%	\$39.77	\$40.81	\$43.41
		7/1/2018	1.00%	\$40.17	\$41.22	\$43.84
		1/1/2019	2.50%	\$41.17	\$42.25	\$44.94
		1/1/2020	2.50%	\$42.20	\$43.31	\$46.06
		1/1/2021	2.00%	\$43.04	\$44.18	\$46.98
S0137N	Sr. Public Safety Lieutenant Night shift	1/1/2018	0.00%	\$40.32	\$41.36	\$43.96
		7/1/2018	1.00%	\$40.72	\$41.77	\$44.39
		1/1/2019	2.50%	\$41.72	\$42.80	\$45.49
		1/1/2020	2.50%	\$42.75	\$43.86	\$46.61
		1/1/2021	2.00%	\$43.59	\$44.73	\$47.53
S0138	Exec. Public Safety Lieutenant	1/1/2018	0.00%	\$40.97	\$42.04	\$44.70
		7/1/2018	1.00%	\$41.38	\$42.46	\$45.15
		1/1/2019	2.50%	\$42.41	\$43.52	\$46.28
		1/1/2020	2.50%	\$43.47	\$44.61	\$47.44
		1/1/2021	2.00%	\$44.34	\$45.50	\$48.39
S0138N	Exec. Public Safety Lieutenant Night Shift	1/1/2018	0.00%	\$41.52	\$42.59	\$45.25
		7/1/2018	1.00%	\$41.93	\$43.01	\$45.70
		1/1/2019	2.50%	\$42.96	\$44.07	\$46.83
		1/1/2020	2.50%	\$44.02	\$45.16	\$47.99
		1/1/2021	2.00%	\$44.89	\$46.05	\$48.94
S0149	Public Safety Captain	1/1/2018	0.00%	\$43.62	\$45.80	\$46.05
		7/1/2018	1.00%	\$44.06	\$46.26	\$46.51
		1/1/2019	2.50%	\$45.16	\$47.42	\$47.67
		1/1/2020	2.50%	\$46.29	\$48.61	\$48.86
		1/1/2021	2.00%	\$47.22	\$49.58	\$49.84
S0149N	Public Safety Captain Night Shift	1/1/2018	0.00%	\$44.17	\$46.35	\$46.60
		7/1/2018	1.00%	\$44.61	\$46.81	\$47.06
		1/1/2019	2.50%	\$45.71	\$47.97	\$48.22
		1/1/2020	2.50%	\$46.84	\$49.16	\$49.41
		1/1/2021	2.00%	\$47.77	\$50.13	\$50.39

Night Shift Premium = \$0.55/hr.

APPENDIX B

Letter of Understanding Regarding Miscellaneous Matters

1. Appointment of Financial Manager. This collective bargaining agreement contains language that is required under section 15(7) of the Public Employment Relations Act. Inclusion of the language does not constitute a waiver of the union's right to raise Constitutional and/or other legal challenges to the validity of: (1) appointment of an Emergency Financial Manager; (2) PA 4 of the 2011 (Local Government and School District Fiscal Accountability Act); or (3) any action of an Emergency financial Manager which acts to reject, modify, or terminate the collective bargaining agreement.
  
2. A Lump Sum Payment in the following amounts (gross dollars before applicable taxes and deductions) will be paid to employees regularly the first payday following the Effective Date;
  - a. **Effective January 1, 2018; five percent (5.00%)**
  - b. **Effective July 1, 2019; three quarters of one percent (.75%)**
  - c. **Effective July 1, 2020; three-quarters of one percent (.75%)**

The above lump sum amounts will be included in any applicable Final Average Compensation calculation for pension.



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Sergeant Thomas Den Harder  
President KPSA



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Ronald Markan  
Senior Labor Relations Specialist  
City of Kalamazoo

Letter of Understanding  
Early Retirement Incentive Plan

During the term of the Labor Agreement dated January 1, 2010 through December 31, 2013 the City of Kalamazoo and the Kalamazoo Police Supervisors Association agreed to an Early Retirement Incentive Plan (ERIP) which was made available to certain KPSA members. This Agreement included the following documents, which were published with the Labor Agreement booklet;

1. Letter of Agreement Regarding Early Retirement Incentive Plan, signed by KPSA President Kevin Lenkart and Human Resources Director Jerome Post October 27, 2011;
2. Authorization to Implement Early Retirement Incentive Program signed by KPSA and City of Kalamazoo representatives October 27, 2011;
3. Early Retirement Incentive Plan;
4. Exhibit A Early Retirement Incentive Plan; Early Retirement Election and Waiver of Claims Agreement;
5. KPSA ERI Wage Scale; For Employees Hired into the City of Kalamazoo 1/1/12 and Later.

The Parties have agreed that;

1. Item 1 above will be published in the Labor Agreement (dated November 1, 2013 through December 31, 2017) booklet;
2. Items 2, 3 and 4 above will be removed from the new Labor Agreement booklet;
3. Item 5 above will be consolidated into Appendix A Wage Schedule of the new Labor Agreement.

The Parties acknowledge that removal of certain ERIP references from the new labor agreement is for housekeeping purposes only and shall not impair, diminish or prejudice the rights or obligations of any party or participant regarding the ERI program

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Captain James Mallery  
President, KPSA

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Jerome Post, SPHR  
Human Resources/Labor Relations Director

Letter of Understanding  
Administration of SP-1

The City of Kalamazoo and the Kalamazoo Police Supervisors Association (KPSA) have agreed to make the administration of SP-1 consistent between the KPSA and the Kalamazoo Public Safety Officers (KPSOA) units. Accordingly, the following understandings are established;

1. The Chief of Public Safety may periodically review and decide staffing levels within the Operations Division. If it is necessary to adjust these staffing levels, the KPSA will be given ninety (90) calendar days' notice prior to the effective date of the changes.
2. Reviews, and if necessary changes, will occur no more than twice within any twelve (12) month period.
3. The annual shift bids, which are effective in April and October of the year, will be counted as the reviews.

The Parties agree that this fully describes the issues and their resolution surrounding the administration of SP-1.

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Captain James Mallery  
President, KPSA

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Jerome Post, SPHR  
Human Resources/Labor Relations Director

Memorandum of Understanding  
Public Safety Fire Lieutenant

The Parties agree to establish a Fire Lieutenant Position based upon a Fifty-Six (56) Hour Schedule and use the following agreements to staff and administer the position;

**Work Hours**

The normal work week for Public Safety Fire Lieutenant assigned to a district station as a Fire Lieutenant or Acting Fire Lieutenant shall average fifty-six (56) hours and the normal work day shall consist of twenty-four (24) hours. The normal duty is from 0700 hrs. until 1600 hrs. each work day. Normal duty hours may be modified Monday through Saturday to start between 0700 hrs. and 1100 hrs. and end between 1600 hrs. and 1900 hrs. as scheduled by Management to accommodate community fire prevention activities. However, Fire Lieutenant personnel will be expected to perform administrative duties and training assigned to them up to 2100 hrs. All days worked are considered normal duty days with respect to station duties and training which may be scheduled, provided however, that members need not perform any building inspections or building maintenance on Sundays or Holidays. Members need not perform training on Holidays, but up to four (4) hours of training may be performed on Sundays between the hours of 0700 hrs. and 2300 hrs.

**Fire Lieutenant Selection**

Whenever a Fire Lieutenant opening is anticipated, a notice to fill that opening will be posted for a period of 15 days. Only Public Safety Lieutenants (no time in grade limitation) or Public Safety Sergeants who have satisfactorily completed one (1) year as of the date of the posting will be considered eligible for assignment to the position of Fire Lieutenant. Selection components breakdown:

Assessment Center	45%
Oral Examination	45%
Seniority	10%

**Assessment Center**

Those eligible shall take an Assessment Center designed to fairly and fully test the comparative merit and fitness of the persons examined to discharge the duties of Public Safety Fire Lieutenant.

The Assessment Center will consist of the following exercises:

In-Basket	30% of Assessment Center Score
Oral Presentation	30% of Assessment Center Score
Tactical Scenario	40% of Assessment Center Score

Those individuals who have an aggregate score of 70% or more on the Assessment Center exercises will be considered to have passed the Assessment Center. Passing the Assessment Center is required to advance to the Oral Examination.

The Assessment Center shall constitute 45% of the applicant's total final score. The content of the Assessment Center and its scoring shall be determined by the Chief after consultation with the Human Resources Department. The City may elect to prepare the Assessment Center internally, select an Assessment Center from available vendors, or a combination of the two processes.

### Oral Examination

The Board shall consist of the Chief of Public Safety or representative, the Human Resources Director or representative, a KPSA representative selected by the Association's Executive Board who shall be of equal or higher rank as that being tested for, and one full-time command officer of the rank of Fire Captain or higher from a mutually agreed upon outside fire department.

The Oral Examination Board shall inquire concerning the employee's experience, training, qualifications, problem solving ability and any other factors deemed relevant by the members of the Board in order to determine the candidate's ability and readiness to perform the job of Public Safety Fire Lieutenant.

Members of the Oral Examination Board shall score each applicant at the completion of his or her interview. The average oral examination score obtained by an applicant shall be given as a percentage (0 - 100) which shall constitute 45% of his or her total final score.

The total final scores shall then be forthwith computed as follows by the Human Resources representative. The Oral Examination score will be combined with an applicant's Assessment Center score and then divided by two (2) to determine his/her total final score.

### Seniority

Seniority shall constitute 10% of the applicant's total final score. Each applicant shall receive one (1) point for each year of service as a Sworn Kalamazoo Department of Public Safety Supervisor as of the date of the job posting up to a maximum of ten (10) years. (No period of employment shall be counted more than once in making the calculation.)

Selection of the Fire Lieutenants will take into account work record, experience, education, initiative, problem solving ability, dependability, ability to communicate and such other factors that the Chief and/or his/her designee considers relevant in comparing the abilities of each applicant to perform the responsibilities.

### Eligibility List and Selection

Each candidate shall be notified in writing his or her subsequent placement on, or failure to qualify for, the eligibility list. Only candidates who achieve a total final score of 70% or greater

will be placed on the eligibility list. Candidates qualifying for inclusion on the eligibility list will be listed in numerical order, as determined by their final scores. The Chief shall make the selection from the five applicants having the highest total score on the eligibility list. The eligibility list will be valid for a period of one year from the date the eligibility list was posted, or when the number of eligible candidates on a valid promotional list falls below two candidates, whichever occurs first. If a selection process does not initially result in two or more eligible candidates, the Chief will select from the eligible candidates for the then current opening(s), after which the list would then expire.

The selection process for the Fire Lieutenant position will only occur if there is an anticipated vacancy.

### **Assignment and Rotation of Command Officers**

A Fire Lieutenant may bid out of that assignment at the next scheduled KPSA shift bid. Should a Fire Lieutenant be removed or bid out of the Fire Lieutenant position, the employee shall return to their previous rank without loss of seniority.

Employees shall be assigned to the affected shifts and platoons within each classification on the basis of KPSA seniority. Such shift bids will occur in April and October. If shift and/or platoon vacancies occur outside of the April/October bid, they shall be filled by KPSA seniority. If there are no volunteers, the least senior Sergeant who is off probation shall be assigned to the position within 15 days of the vacancy.

### **Time for Filling Vacancies**

When it is necessary to fill a new permanent job classification or a permanent vacancy in an existing job classification within the bargaining unit, such position shall be filled within 30 calendar days, or if no current eligibility list is in effect, then posted within thirty (30) calendar days from the date the position became vacant, unless the Chief determines that it is not necessary to fill the position within such period of time, in which event, he or she shall so notify the President of the Association in writing within 30 days of the position becoming vacant. A position will be deemed vacant on the day immediately following the last day worked by the person whose departure created the vacancy. If a vacancy exists in a permanent job classification that is to be filled and no eligibility list exists, such list shall be established and the position filled within 120 days from the date the position became vacant.

### **Overtime Rate**

Time and one-half the employee's regular hourly rate of pay will be paid for all approved time necessarily spent on the job (including in-service training) in excess of his or her regularly scheduled work day, or in excess of the regular work schedule (224 hours during a 28 day work schedule period for the 56 hour schedule).

### **Vacation Accrual**

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

Effective January 1, 2007:

Completed Years of Service	42 Hour Employee	56 Hour Employee
1 less than 5	96	144
5 less than 11	138	240
11 less than 12	144	264
12 less than 13	156	264
13 less than 14	162	264
14 less than 15	168	264
15 or more	180	288

### **Vacation Hours Conversion**

When transferring from the 42 hr. schedule to the 56 hr. schedule or the 56 hr. schedule to the 42 hr. schedule, use the chart below to convert the number of vacation hours available. Determine vacation balance then use the chart below to determine the applicable conversion percentage. Multiply vacation balance by the conversion percentage and round to the next higher number to determine number of hours available.

### **Vacation Conversion Chart**

Completed Years of Service	42 to 56 Hour Conversion
1 less than 5	1.5
5 less than 11	1.74
11 less than 12	1.67
12 less than 13	1.69
13 less than 14	1.63
14 less than 15	1.57
15 or more	1.60

<b>42 Hour to 56 Hour Conversion</b>	
6 years of seniority and 138 hours of vacation	138
Times conversion percentage for 6 year	1.74
Vacation hours available on the 56 hour schedule	240

<b>56 Hour to 42 Hour Conversion</b>	
6 years of seniority and 138 hours of vacation	240
Times conversion percentage for 6 year	0.5749
Vacation hours available on the 56 hour schedule	138

**Vacation Carryover**

The 56 hour Fire Lieutenant shall be allowed to accumulate and carry over from year to year a total of one hundred-eighty (180) hours (depending on normal work week schedule assigned) of vacation time and holiday leave.

**Sick Leave**

**Accumulation**

Starting with January 1, 1969, regular full-time employees shall accumulate paid sick leave credits on the basis of eight (8) hours of paid sick leave for each month of continuous service. Permanent, full-time, fifty-six (56) hour employees shall accumulate paid sick leave credits on the basis of twelve (12) hours of paid sick leave for each month of continuous service. For employees who go from full-time to part-time status, accrued sick leave hours will be frozen until such time as the employee returns to full-time status.

(a) Sick Time Conversion: At the time a member is permanently placed in a new position, either through bidding, cross training or returning to a previous position, the accumulated sick leave hours shall be converted to equalize the rate of accrual:

(1) Employees moving from a 12 hour per month accrual (56 hour employee) to an 8 hour accrual (42 employee) will have their accumulated sick hours divided by 11.16 (the rate of monthly accumulation), to arrive at the number of months of accumulation. This figure is then multiplied by the 8 hours per month accumulation rate of the 42 hour employees, to arrive at the total hours available.

(2) Employees moving from an 8 hour per month accrual (42 hour employee) to a 12 hour accrual (56 hour employee) shall have their accumulated sick leave hours converted in the opposite manner; accumulated sick hours divided by 8 hours per month to determine number of months accrued. The number of months accrued is then multiplied by 11.16 (the rate of monthly accumulation) to arrive at the total hours available.

(3) At the time of retirement, employees working the 56 hour schedule will have accrued hours converted back to the 42 hour equivalent prior to pay off.

(4) The 11.16 conversion base represents the closest mathematical equation possible (2088 is to 8: 2912 is to x) =  $2912 \times 8 = 23,296$ ;  $23,296 \div 2088 = 11.16$ .

(5) It is understood and agreed that the application of the above formula shall not result in significant loss or gain in any sick leave benefit.

### **Holiday Pay**

The Employer agrees to pay each regular, full-time fifty-six (56) hour employee a lump sum payment, in lieu of additional payment for hours actually worked on a holiday, equal to one hundred forty four (144) hours of pay at the employee's regular straight time hourly rate of pay. The payment shall be calculated on the basis of the employee's regular hourly rate in effect on July 1st of each year and be paid on or before July 1st of each year. Employees newly assigned to the fifty-six (56) hour schedule prior to July 1st of any year shall receive the holiday payment in proportion to the number of holidays that will occur after the date of assignment. If the employee is assigned after July 1st, he or she shall receive such prorated payment on or before December 31st. Employees who are not in a 56 hour assignment for a full year shall be entitled to a prorated holiday payment and those employees leaving the assignment shall agree to have the amount of any unearned holiday payment deducted from their pay.

### **Food Allowance**

The food allowance for employees regularly assigned to work an average work week of fifty-six (56) hours shall be Seven Hundred Dollars (\$700.00) per year for the term of this contract. The food allowance shall be included in the last paycheck issued in each calendar year.

### **Rank, Structure and Pay**

The Fire Lieutenant shall be paid at the rate of dayshift Public Safety Lieutenant whereby the hourly rate will be converted from the 42 hour rate to the 56 hour rate.

A Fire Lieutenant is not eligible to function as the shift commander (LO2) unless the Fire Lieutenant previously held the rank of shift commander (patrol).

A Fire Lieutenant is eligible to fill and/or backfill at the rank of Sergeant (patrol).

Should a Fire Lieutenant wish to promote to a patrol Lieutenant, the employee must meet the requirements of and participate in the promotional process as define in Article VI, Section 5.

It shall be standard practice to fill routine Fire Lieutenant vacancies with a Sergeant (patrol) if staffing permits. If Sergeant staffing is at minimum (patrol) and there is a Fire Lieutenant vacancy, an off-duty Fire Lieutenant shall have first-right to fill the vacancy.

Management reserves the right to backfill the Fire Lieutenant position with one of the off duty Fire Lieutenants in the event the position is vacant for an extended period of time or for the best interest of the Department.

Management agrees that the Fire Lieutenant will not be pulled to fill a vacant position in patrol (Sergeant or Lieutenant) when qualified backfill exists.



\_\_\_\_\_  
Sergeant Thomas Den Harder  
President, KPSA



\_\_\_\_\_  
Ronald Markan  
Senior Labor Relations Specialist